



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

January 7, 2025

6:00 PM

Council Chambers

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

CALL TO ORDER

INVOCATION

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

Bob Buckel, Azle Rotary Club president.

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 December 17, 2024 regular council meeting minutes.
Tom Muir, City Manager
2. Consider any action on proposed Ordinance No. 2025-01 calling for a General Election to be held on May 3, 2025 to elect a Mayor and Council Members to Places 3, 4 and 6 for a two-year term.
Tom Muir, City Manager
3. Consider any action appointing a citizen to the Place 5 position of the Municipal Development District.
Tom Muir, City Manager
4. Consider any action authorizing the City Manager to execute an agreement with Community Mission Link, Inc. to operate a freight farm program.
Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

- **551.072 REAL PROPERTY**

Deliberation regarding the purchase, exchange, lease, or value of real property.

- **551.074 PERSONNEL MATTERS**

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public employee or officer:

- City Manager; and
- Place 3 board member of the Municipal Development District.

RECONVENE TO REGULAR SESSION

5. Take any action necessary pursuant to Executive Session including authorizing the purchase of Lot 2, Block 3, Dunaway, Wayne Addition (locally known as 220 Locust St, Azle, TX).

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 01-02-2025, at the City's official bulletin board and is readily accessible to the public at all times in accordance with V.T.C.A. Chapter 551, Texas Government Code.



Yael Hoffman, TRMC, 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: Tom Muir, City Manager

Agenda Item: Consider any action on the December 17, 2024 regular council meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

NA

Staff Recommendation:

To approve.

Attachments:

1. Minutes 12-17-24



MINUTES
Regular Meeting
Azle City Council

505 W. Main Street
Azle, Texas 76020

December 17, 2024

6:00 PM

Council Chambers

CALL TO ORDER

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

Members Present:

Mayor Alan Brundrett
Mayor Pro Tem Randa Goode
Councilmember Derrick Nelson
Councilmember Stacy Peek
Councilmember Brian Conner

Members Absent:

Councilmember Amy Estes
Councilmember Rouel Rothenberger

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Yael Hoffman	City Secretary
Susie Hiles	Assistant to the City Manager
Andrea Russell	City Attorney
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
David Hawkins	Director of Planning and Development
Jennifer Walls	Purchasing Agent
Martin Avila	Finance Director
Stephen Barnes	Finance Director
Jason Wiedeman	Golf Course Superintendent
Matthew Sommerfield	Golf Course Manager

INVOCATION

Rev. Delbra Calton, senior pastor, Wesley Chapel CME Church Azle, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

Henry Dickson - 400 Pecan St. - requested the Council consider installing speed bumps on Pecan St and Walnut Creek Dr to deter speeding.

PRESENTATIONS

1. Quarterly Investment Report for the Quarter ended September 30, 2024

Mayor Brundrett recognized Finance Director Martin Avila, who provided a brief overview of the Quarterly Investment Report for the period ending September 30, 2024. Mayor Brundrett also thanked Mr. Avila for his dedicated service to the city and extended best wishes for his upcoming retirement. City Manager Muir introduced Stephen Barnes, the new finance director.

2. Department Annual Report - Planning & Development

Mayor Brundrett recognized Director of Planning and Development David Hawkins, who reported on the activities of the various Planning and Development Departments for the past year.

ACTION ITEMS

3. Consider any action on the December 3, 2024 regular council meeting minutes.

Councilmember Conner moved to approve the December 3, 2024 regular council meeting minutes, as presented. Councilmember Peek seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Derrick Nelson, Stacy Peek, Brian Conner

4. Consider any action on awarding the bid for the Driving Range Reconstruction Project at Cross Timbers Golf Course (Bid No. 2025-001)

Councilmember Nelson moved to award the bid for the Driving Range Reconstruction Project at Cross Timbers Golf Course (Bid No. 2025-001) to Fleetwood Services in the amount of \$201,150. Mayor Pro Tem Goode seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Derrick Nelson, Stacy Peek, Brian Conner

5. Consider any action on Resolution No. 2024-23 amending authorized representatives for the City's Texas Local Government Investment Pool (TexPool) account.

Mayor Brundrett recognized Finance Director Martin Avila, who advised that as a result of his upcoming retirement on December 31, 2024, it is necessary to amend the authorized representatives to the City's TexPool account. TexPool requires a resolution by the City Council to add any authorized representatives to the City's Account. This resolution is to add the new finance director, Stephen Barnes; Kim Silas, the new senior accountant; and City Manager Tom Muir as authorized representatives on the City's TexPool account.

Councilmember Peek moved to approve Resolution No. 2024-23 amending authorized representatives for the City's Texas Local Government Investment Pool (TexPool) account, as presented. Mayor Pro Tem Goode seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Derrick Nelson, Stacy Peek, Brian Conner

6. Consider any action on Resolution No. 2024-24 amending authorized representatives for local government investment pool, brokerage, and bank accounts.

Mayor Brundrett introduced Finance Director Martin Avila, who advised this resolution is for institutions that do not require their own resolution to amend authorized representatives. This resolution includes the following authorized users: City Manager Tom Muir, Assistant City Manager Lawrence Bryant, Finance Director Stephen Barnes, Assistant Finance Director Angelia Garrett, and Senior Accountant Kim Silas.

Mayor Pro Tem Goode moved to approve Resolution No. 2024-24 amending authorized representatives for local government investment pool, brokerage, and bank accounts, as presented. Councilmember Nelson seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Derrick Nelson, Stacy Peek, Brian Conner

7. Consider and take any action on the resignation of Mr. Jack Stevens from the Municipal Development District (MDD) Board of Directors

Councilmember Nelson moved to accept the resignation of Mr. Jack Stevens from the Municipal Development District (MDD) Board of Directors, as presented. Councilmember Conner seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Derrick Nelson, Stacy Peek, Brian Conner

8. Consider any action on appointments to the Tax Increment Reinvestment Zone No. 1 Board of Directors and appointing one (1) member to serve as chairperson.

Councilmember Nelson moved to approve the reappointments to the Tax Increment Reinvestment Zone No. 1 Board of Directors, appointing Alan Brundrett, Randa Goode, and Stacy Peek for two (2) years ending December 31, 2026, and reappointing Alan Brundrett to serve as chairperson. Councilmember Conner seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Derrick Nelson, Stacy Peek, Brian Conner

DISCUSSION ITEMS

9. Keep Texas Beautiful

Mayor Pro Tem Goode sought input from the Council regarding the city's potential membership in "Keep Texas Beautiful." Membership in the program would allow the city to access grants and participate in events hosted by the organization. City Manager Muir advised there is a \$200 application fee. The Council supported the idea, and it will be brought back as an action item on the next council meeting agenda.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

City Manager performance review.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- City facilities will close for Christmas at 12 noon on 12-23 and remain closed through 12-25-24 and will close at 12 noon on 12-31-24 through 1/1/2025 for New Year's.
- 12-18-2024 School out for winter break
- FeedLot will be closed until spring.
- 12-19-2024 CWD Driver Appreciation Luncheon at 11:30 AM at Capriccio's
- The "Every Drop Counts" calendar is for sale at City Hall for \$10.

EXECUTIVE SESSION

Mayor Brundrett convened to Executive Session at 6:44 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 the 1300 block of FM730N.

Mayor Brundrett reconvened to open meeting at 7:14 PM.

ADJOURNMENT

Mayor Brundrett adjourned at 7:15 PM.

Presented and approved on 01-07-2025

Alan Brundrett, Mayor

Attest:

Yael Hoffman, TRMC, CMC
City Secretary



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on proposed Ordinance No. 2025-01 calling for a General Election to be held on May 3, 2025 to elect a Mayor and Council Members to Places 3, 4 and 6 for a two-year term.

Background and Explanation:

Article 5 of the City Charter requires an election each year in May for designated positions on the City Council. This year, the positions of Mayor and Council Members Places 3, 4 and 6 will be open for election. The attached ordinance calls for the May 3rd Election as well as establishes procedures.

Candidate filing will be open until February 14, 2025 at 5 PM..

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve Ordinance No. 2025-01.

Attachments:

1. Ord 2025-01 Election

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS TO PLACES 3, 4, AND 6; PROVIDING FOR THE ADMINISTRATION AND PROCEDURES FOR THE CONDUCT OF THE ELECTION; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the General Election for City Council Members of the City of Azle is required to be held on a uniform election date, May 3, 2025, at which time the voters will elect persons to fill the offices of Mayor, City Council Member Place 3, City Council Member Place 4 and City Council Member Place 6; and

WHEREAS, the City will enter into a Joint Election Agreement and Contract for election services with Tarrant County and Parker County;

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

SECTION 1. GENERAL ELECTION CALLED

The City Council does hereby order a general election to elect the offices of Mayor, City Council Member Place 3, City Council Member Place 4, and City Council Member Place 6 to serve from May 2025 until May 2027 or until their successors are duly elected and qualified. The election shall be conducted according to the laws of the State of Texas, and shall be held on Saturday, May 3, 2025, from 7:00 a.m. to 7:00 p.m.

SECTION 2. APPLICATION FOR PLACE ON BALLOT FOR GENERAL ELECTION

Qualified persons may file as candidates for the General Election by filing applications in the office of the City Secretary located at 505 W. Main Street, Azle, Texas, 76020, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, beginning January 15, 2025, and ending February 14, 2025.

SECTION 3. CONDUCT OF ELECTION

Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas 76111 shall conduct and shall be the clerk for early voting of said election for the Tarrant County section of the City; and Parker County Elections Administrator, 1112 Santa Fe Drive, Weatherford, Texas 76086 shall conduct and shall be the clerk for early voting for the Parker County section of the City. The City Secretary of the City of Azle, 505 W. Main Street, Azle, Texas 76020 shall serve as deputy early voting clerk for both counties along with designees from each county. The election shall be conducted according to the Texas Election Code and the Texas Constitution.

SECTION 4. EARLY VOTING

Early voting both by personal appearance and by mail, will be by the use of Digital Reading Equipment (DRE) voting system in accordance with the Texas Election Code as amended. Early Voting by personal appearance will be conducted at the locations/dates/times designated by the Tarrant and Parker County Elections Administration offices.

Applications for early voting by mail may be delivered to the Tarrant County Elections Administration: via mail to Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, PO Box 961011, Fort Worth TX 76161-0011, Fax 817-850-2344, or by email at votebymail@tarrantcountytx.gov, not later than the close of business on April 22, 2025. Early voting by ballots shall be mailed to the Tarrant County Elections Administrator at the same address.

Applications for early voting by mail may be delivered to the Parker County Elections Office: via mail to Early Voting Clerk, PO Box 639, Weatherford, TX 76086, Fax 817-598-6183, or by email at elections@parkercountytx.com, not later than the close of business on April 22, 2025. Early voting by ballots shall be mailed to the Parker County Elections Office at the same address.

SECTION 5. ELECTION DAY LOCATION AND HOURS

On May 3, 2025, Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. and shall be held at the following locations:

PARKER COUNTY

Azle City Hall – Community Room
505 W. Main Street
Azle, Texas 76020

TARRANT COUNTY

Azle ISD PD
483 Sandy Beach Road Suite A
Azle, Texas 76020

SECTION 6. ADMINISTRATION AND PROCEDURES OF THE ELECTION

The Mayor or the City Manager of the City are hereby authorized and directed to enter into a joint election agreement for said election with Tarrant County and Parker County, Texas and to execute such election agreement(s) for said election. Such agreement(s) will provide for the type of DRE to be used for early voting and on election day, the compensation for election judges and clerks, and will include the locations for and appointment of Central Counting Station Managers. Both County Elections Administrators shall process the Early Voting Ballots, and other positions, appointments or requirements as required by law, and any other requirements or appointments necessary for the conduct of said election for and on behalf of the City. All election materials and proceedings shall be printed in both English and Spanish.

SECTION 7. PERSONS QUALIFIED TO VOTE

All residents who are qualified electors of the City shall be permitted to vote at said election. The election shall be held and conducted in accordance with the provisions of the Texas Election Code as may be required by law.

SECTION 8. NOTICE OF ELECTION

Notice of General Election shall be given by posting a substantial copy of this ordinance. Said notice, including a Spanish translation thereof, shall be posted not later than the twenty-first (21st) day before the election on the bulletin board used for posting notices of meetings of the city council and shall be published at least once, not early than the thirtieth (30th) day nor later than the tenth (10th) day before the election in a newspaper published and of general circulation in the City of Azle.

SECTION 9. EFFECTIVE DATE

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

PASSED AND APPROVED on First and Final Reading this the 7th day of January 2025, at a regular meeting of the City Council of the City of Azle, Texas, by a vote of ____ ayes, ____ nays and ____ abstentions.

Alan Brundrett, Mayor

ATTEST:

Yael Hoffman TRMC, CMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Andrea Russell, City Attorney



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action appointing a citizen to the Place 5 position of the Municipal Development District.

Background and Explanation:

Last month, Mr. Jack Stevens resigned from the Municipal Development District. The Council needs to appoint a replacement for Place 5 of the Azle Municipal Development District.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action authorizing the City Manager to execute an agreement with Community Mission Link, Inc. to operate a freight farm program.

Background and Explanation:

In March 2024, the Council authorized an agreement with Community Mission Link, Inc. (CLM) to operate a farmers' market at The Feedlot. That endeavor closed for the season a couple of weeks ago but will re-open in March 2025.

CLM is interested in taking our relationship to another level by proposing to operate a freight farm program at The Feedlot. The Program involves bringing a freight container on-site and outfitting it to grow lettuce. The lettuce would be sold at the farmers' market with other heads of lettuce being donated to the Community Caring Center's food pantry/bank. CLM would cover all of expenses in obtaining the freight container, moving it on-site, as well as preparing it to grow lettuce. They are asking the City to provide water and electricity for the freight container.

CLM will make a presentation at the Council meeting. A draft agreement is attached for your reference.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Authorize the agreement for the freight farm program.

Attachments:

1. 2024 Azle Freight Farm Agreement

AGREEMENT BETWEEN THE CITY OF AZLE AND COMMUNITY LINK MISSION, INC. REGARDING FREIGHT FARM PROGRAM

This Agreement ("Agreement") is made and entered into by and between the City of Azle, Texas ("City"), a home rule Texas municipality, and Community Link Mission, Inc. ("CLM"), a Texas non-profit corporation, for the purposes and considerations stated below:

RECITALS

WHEREAS, CLM has certain skills, knowledge, experience in operating a freight farm; and

WHEREAS, the City desires that CLM operate and manage a freight farm at The Feedlot located at 225 Church Street; and

WHEREAS, CLM is willing to operate and manage a freight farm in accordance with the terms of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual benefits and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the definitions ascribed to them as follows:

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling CLM.

City means the City of Azle, Texas.

City Manager means the City Manager of the City, or their designee.

CLM means Community Link Mission, Inc.

Effective Date has the meaning ascribed to it in Part 2 of this Agreement.

Freight Farm means a physical freight container farm intended to grow foods directly by farmers to donate and/or sell to consumers. A freight farm will typically consist of a 10x50 freight container that holds the equipment necessary for a self-contained hydroponic farm.

Term has the meaning ascribed to it in Part 2 of this Agreement.

2. Term and Termination

- a. This Agreement shall be effective as of the date of execution by all parties and will continue to be in force and effect until one or both parties terminate this agreement with a 60-day written notice.
- b. Either party may terminate this Agreement immediately upon any breach of this Agreement by the other party with 60-day written notice to such party.

3. Covenants of CLM to the City

- a. In consideration of the City's grant of funds to CLM described in accordance with the terms and conditions of this Agreement, CLM agrees to:
 - (1) operate a Freight Farm at The Feedlot, 225 Church Street, Azle, Texas 76020 under the terms and conditions of this Agreement;
 - (2) operate a Freight Farm at The Feedlot, 225 Church Street, in a commercially reasonable manner.
- b. CLM represents and warrants that it has the authority to enter into this Agreement. CLM also represents and warrants it will not violate any federal, state, or local laws in operating the freight farm, and that all activity at The Feedlot, 225 Church Street, under this Agreement, shall conform to applicable building codes, health and safety codes, zoning regulations, and all other ordinances of the City.
- c. In consideration of the privilege of using The Feedlot, 225 Church Street, during the term of this Agreement, CLM agrees to use its best efforts to prevent damage to any part or portion of the freight farm location. If, however, any part or portion of the freight farm location becomes damaged during CLM's occupation of the freight farm location under this Agreement, CLM shall immediately notify the City Manager. CLM shall also notify the City Manager of any existing or developing hazardous or dangerous condition within and about the freight farm location. CLM further agrees to accept the freight farm location in the condition in which it is found each day covered by this Agreement. The City hereby disclaims, and CLM hereby accepts the City's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the freight farm location for the freight farm or of the adequacy of any on or off-site parking for the freight farm.
- d. CLM will be allowed access to the freight farm location 24 hours a day seven days a week.
- e. CLM will own the freight farm and is allowed by the City to use the land, electric and water provided by the City of Azle at The Feedlot, 225 Church Street, during the duration of this contract. If the contract is terminated at any time by either party, CLM will pay for the removal of the Freight Farm and will return the location to its prior condition.

4. Covenants of the City to CLM

- a. The City will pay the electric and water costs for the freight farm at The Feedlot, 225 Church Street, during the duration of this contract.
- b. The City hereby authorizes and agrees that CLM will be allowed to operate a Freight Farm at The Feedlot, 225 Church Street, at the times specified in this Agreement.
- c. The City will promote the freight farm operated by CLM as the City determines in its sole discretion to be appropriate. Such promotion may include advertisement in the utility bills, posting notices and updates on the City's website, and issuing press releases.

5. General Breach

Unless stated elsewhere in this Agreement, CLM shall be in default under this Agreement if CLM breaches any term or condition of this Agreement. In the event that such breach remains uncured after sixty (60) calendar days following receipt of written notice from the City referencing this Agreement, the City shall have the right to terminate this Agreement immediately by providing written notice to

CLM.

6. No Independent Contractor or Agency Relationship

Unless stated elsewhere in this Agreement, CLM shall be in default under this Agreement if CLM breaches any term or condition of this Agreement and of all details and day-to-day operations relative to the freight farm and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM acknowledges that the doctrine of respondent superior **will** not apply as between the City and CLM, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and CLM.

INDEMNIFICATION

CLM, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, DEMANDS, CAUSES OF ACTION, COSTS AND EXPENSES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION AND SETTLEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS OF BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY: (a) CLM'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (b) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CLM, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE OPERATIONS OF THE FARMER'S FREIGHT FARM, ACTIVITIES AT THE FEEDLOT, OR THE PERFORMANCE OF THIS AGREEMENT.

7. Insurance

CLM agrees to maintain insurance for comprehensive general liability, automobile liability insurance, and workers' compensation during the term of this Agreement in the amounts specified by the City, and CLM shall furnish City with a valid Certificate of Insurance covering all workers and subcontractors. Such policies shall name the City, its officers, employees, and agents as an additional insured and shall provide for a waiver of subrogation against the City.

8. Notices

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:
City of Azle
Attn: City Manager
Address:
505 W. Main Street
Azle, TX 76020

CLM:
Community Link Mission, Inc.
Attn: Lara Gay
Address:
300 Belmont Street
Saginaw, TX 76179

9. Assignment and Successors

CLM may at any time assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate, so long as CLM, the Affiliate, and the City first execute an Agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of CLM under this Agreement. Otherwise, CLM may not assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City of Azle. Any attempted assignment, transfer, or conveyance without the City's prior written approval shall constitute a breach and be grounds for termination of this Agreement. Any authorized assignee or successor-in-interest of CLM of all rights under this Agreement shall be deemed "CLM" for all purposes under this Agreement.

10. Compliance with Laws, Ordinances, Rules, and Regulations

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter, codes and ordinances, as they may be amended.

11. Right to Inspect Records

CLM agrees that the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of CLM or any Affiliate involving transactions relating to this Agreement during the term of this Agreement. The City shall give CLM or its Affiliate reasonable advance notice of intended examination.

12. Governmental Immunity and Powers

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations and conditions of this Agreement.

13. No Waiver

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. Venue and Jurisdiction: Applicable Law; Limitation of Remedies.

- a. *Venue.* If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas - Fort Worth Division.
- b. *Applicable Law.* This Agreement shall be construed in accordance with the laws of the State of Texas and is entered into subject to the charter and ordinances of the City as they may be amended from time to time. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and execution.
- c. *No Waiver of Immunity; Limitation of Remedies.* Notwithstanding any provision of this Agreement to the contrary, nothing contained in this agreement may be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants, or employees. To the extent there may be a waiver of immunity under state law, the remedies available to enforce this agreement are limited to mandamus, specific performance, or injunctive relief. All other remedies (except recovery of attorney's fees as allowed below), including suits for damages are specifically waived by both parties.
- d. *Attorney's Fees.* In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the

non-prevailing party reasonable attorney's fees and costs of court.

15. No Third-Party Rights

The provisions and conditions of this Agreement are solely for the benefit of the City and CLM, and any lawful assign or successor of CLM, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

16. Force Majeure

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party; obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

17. Interpretation

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. To the extent of any conflict between an incorporated exhibit and the body of this Agreement, the Agreement shall control.

18. Severability Clause

It is hereby declared to be the intention of the parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

19. Captions

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. Entirety of Agreement

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and CLM, and any lawful assign and successor of CLM, as to the matters contained in the Agreement. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended unless the amendment is executed in writing by both parties.

21. Counterparts

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

Signed this _____ day of _____ 2024.

CITY OF AZLE

By: _____
Thomas J. Muir, City Manager

Date: _____

COMMUNITY LINK MISSION, INC

By: _____
Lara Gay, Executive Director

Date: _____