



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

April 1, 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

Ray Gilman, Senior Pastor at First Methodist Church in Azle.

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

PROCLAMATIONS

1. Child Abuse Prevention Month.
Alan Brundrett, Mayor

PRESENTATIONS

2. Delinquent Tax Collections Report
Tom Muir, City Manager
3. Good Neighbors Program - Servolution Network.
Alan Brundrett, Mayor
4. The Feedlot
Tom Muir, City Manager

ACTION ITEMS

5. Consider any action on the March 18, 2025 regular council meeting minutes.
Yael Hoffman, City Secretary
6. Consider any action authorizing the City Manager to execute a market agreement with Community Link Mission to operate a farmers market at The Feedlot for the next three (3) years
Tom Muir, City Manager
7. Consider a variance request to Section 3.10.004 (a) (1) (A) (i and ii) of the City of Azle Code of

Ordinances to allow for an 8' tall solid wood fence to exceed the maximum allowed height of 4' and maximum allowed 50% open. The subject property is located at 123 Brookshire Avenue, which is located on the south side of Brookshire Ave. approximately 700 feet west of Southeast Parkway.

David Hawkins, Director of Planning and Development

8. Consider any action on awarding the Central Park Walking Path Project (Bid No. 2025-005) to MHB Construction for \$97,600.

Kyle Culwell, Parks Superintendent

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

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

ADJOURNMENT

EXECUTIVE SESSION

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 03-28-2025, 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: Alan Brundrett, Mayor
Agenda Item: Child Abuse Prevention Month.

Background and Explanation:

Proclamation recognizing - Child Abuse Prevention Month.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

None



Presenter: Tom Muir, City Manager
Agenda Item: Delinquent Tax Collections Report

Background and Explanation:

Perdue Brandon Fielder Collins & Mott, LLP has performed delinquent property tax collections for the City for several years. They will present a report on these collections.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. PBFCM 2025 Annual Report to Azle



COLLECTION REPORT TO THE CITY OF AZLE

Submitted by: *Elizabeth Banda Calvo / Melissa Pace*

*500 East Border Street, Suite 640
Arlington, Texas 76010
www.pbfcmlaw.com*

April 1, 2025



PROPERTY TAX CALENDAR

- ❖ January 1 – Property appraised at its value on this date, lien attaches to property to secure payment of the taxes
- ❖ October – Tax bills mailed by Tax Assessor-Collector
- ❖ February 1 – Taxes go delinquent and start accruing penalty & interest
- ❖ July 1 – Delinquent taxes turned over to Perdue Brandon and additional penalty imposed



2022 TAX YEAR ANALYSIS

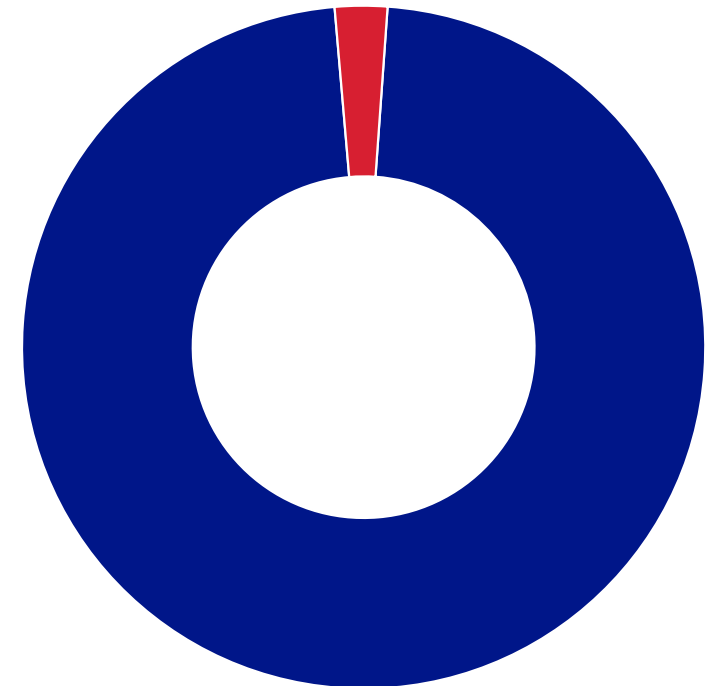
Delinquent Turnover

**Original Tax
Levy**

• \$8,493,865

**Adj.
Delinquent
July 1, 2023
Turnover**

• \$209,707
• 2.47%



■ Collected 97.53% ■ Delinquent 2.47%



2022 TAX YEAR – DELINQUENT COLLECTIONS

July 1, 2023 – June 30, 2024

**Adj. July 1
Turnover**

• **\$209,707**

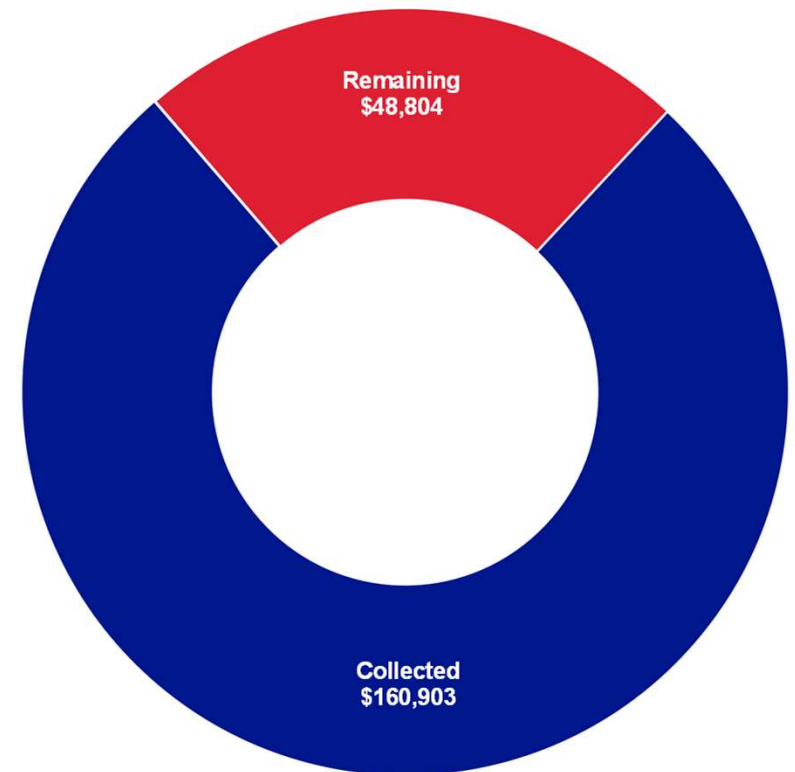
**Base Tax
Collected**

• **\$160,903**
• **76.73%**

**Base Tax
Remaining**

• **\$48,804**

Base Tax Only - No Penalties or Interest Added



Source: Tarrant County Tax Office, Year-To-Date Summary Reports. Turnover Accounts for Tax Office Adjustments. Base Taxes Only - No Penalties or Interest Added. Split Payments have been excluded.

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.



2023 TAX YEAR ANALYSIS

Delinquent Turnover

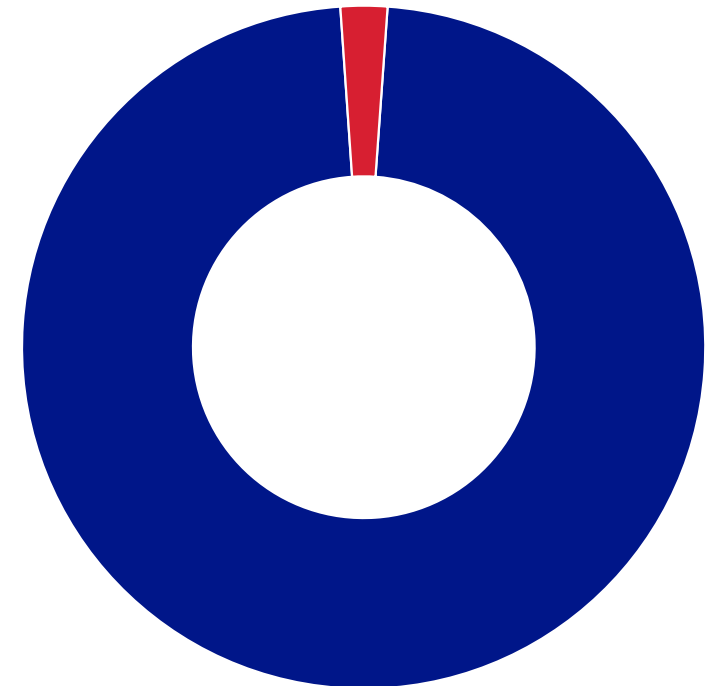
**Original Tax
Levy**

• \$9,479,869

**Adj.
Delinquent
July 1, 2024
Turnover**

• \$208,448
• 2.20%

The most recent delinquent tax year turnover decreased when measured as a percentage of the original taxes levied



■ Collected 97.80% ■ Delinquent 2.20%



2023 TAX YEAR – DELINQUENT COLLECTIONS

July 1, 2024 – February 28, 2025

**Adj. July 1
Turnover**

• **\$208,448**

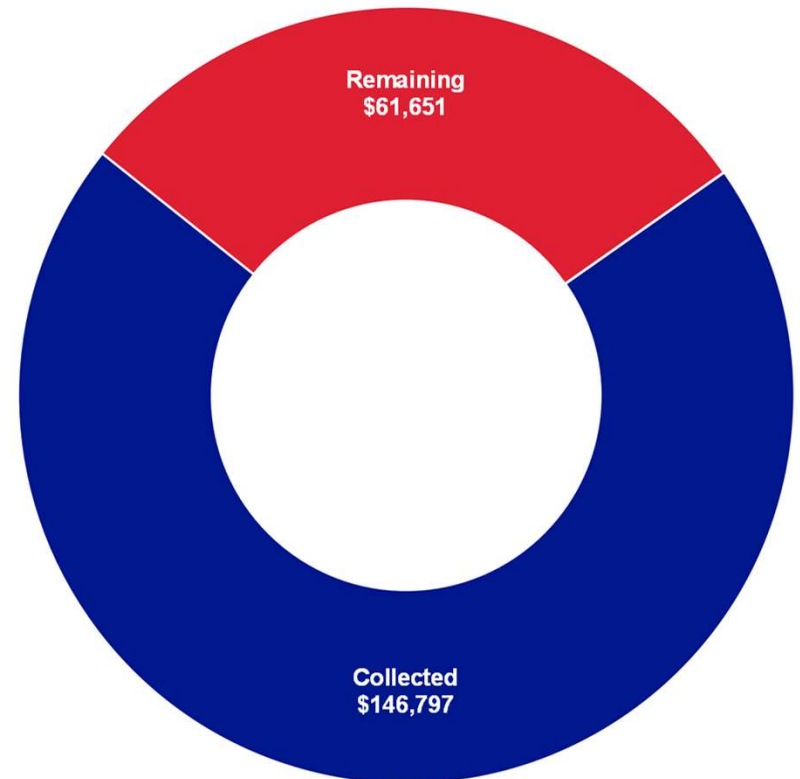
**Base Tax
Collected**

• **\$146,797**
• **70.42%**

**Base Tax
Remaining**

• **\$61,651**

Base Tax Only - No Penalties or Interest Added

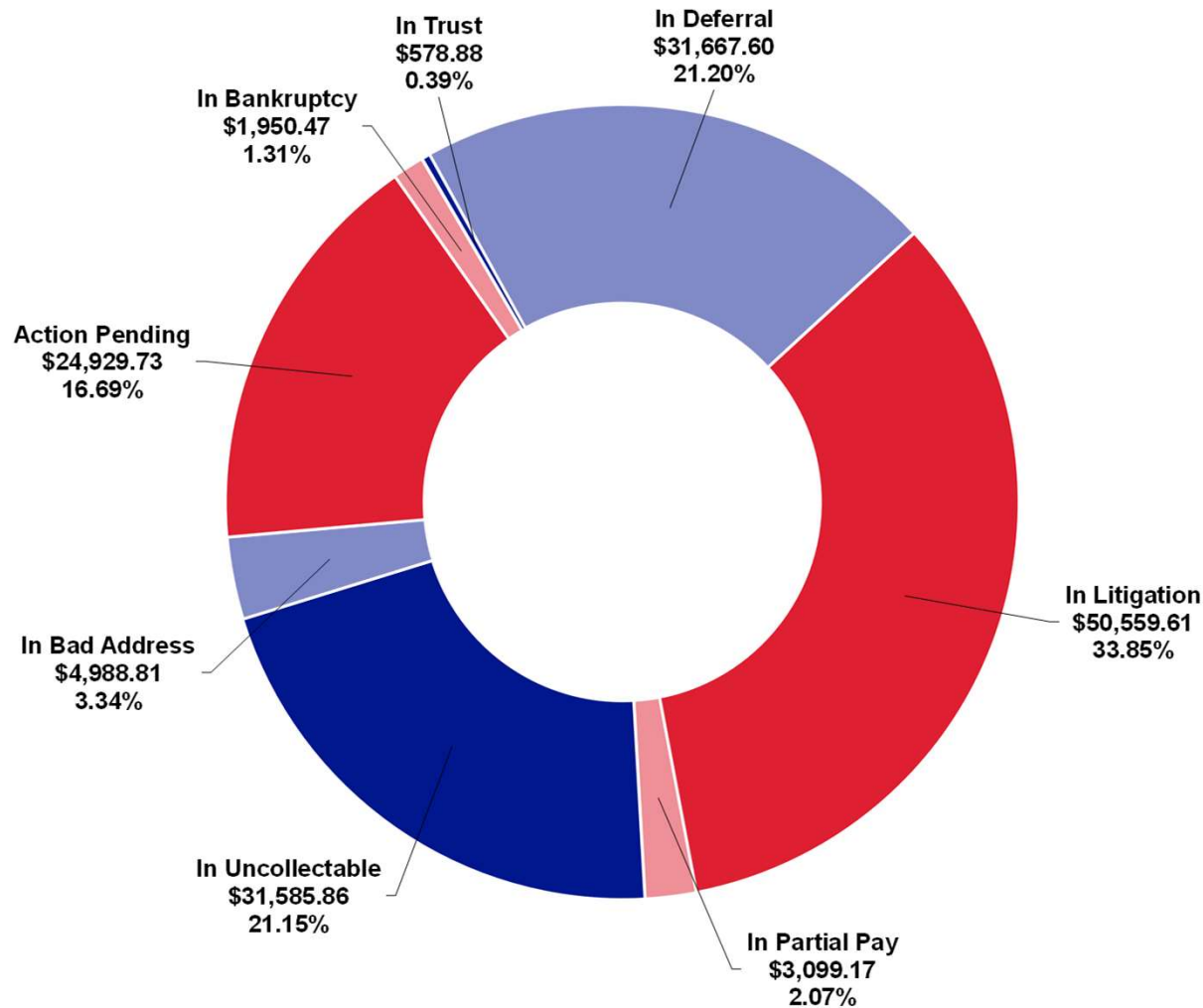


Source: Tarrant County Tax Office, Year-To-Date Summary Reports. Turnover Accounts for Tax Office Adjustments. Base Taxes Only - No Penalties or Interest Added. Split Payments have been excluded.

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.



ACCOUNT BREAKDOWN CHART – ALL TAX YEARS



Total Base Tax: \$149,360

Action Pending Accounts: Notification Letters, Telephone Collections, Lienholder Notification, Title Research, Property Inspection.

Source: Tarrant County Tax Office tape download.

- ❖ **Customized collection plan,**
- ❖ **Fair and compassionate collection approach,**
- ❖ **Personal, professional, proactive phone and letter campaign,**
- ❖ **Fast and efficient resolution,**
- ❖ **Honesty, integrity and ethical conduct, and**
- ❖ **Positive public perception and reputation**



COURT FINES - COLLECTION REPORT

Thru March 18, 2025

Total Turnover

\$ 9,204,497
20,922

Payments (Full & Partial)

\$ 3,144,531
9,652
% of \$ 34.16%

Amount Resolved

\$ 4,607,242
13,077
% of \$ 50.05%

Total Amount Liquidated

\$ 7,751,773
22,729
% of \$ 84.22%



Letters Mailed

57,207



Address Changes

9,709



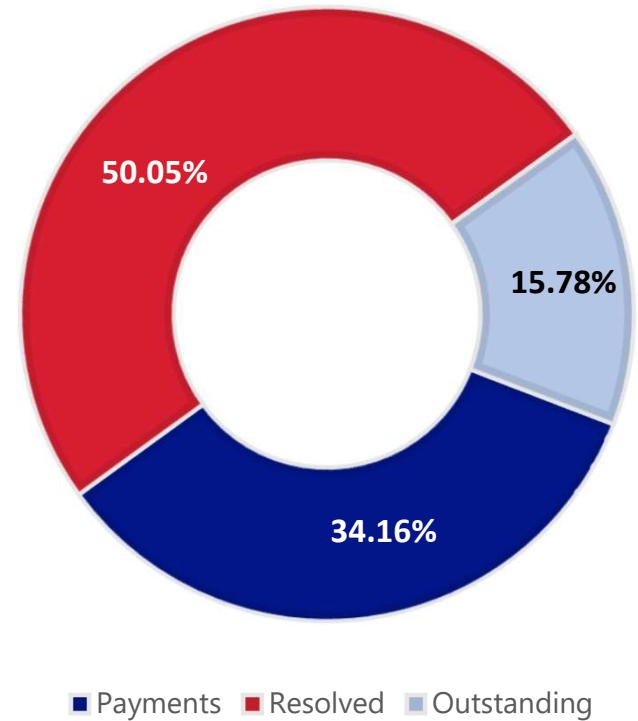
Phone # Changes

4,195



Verbal Contacts

27,816



Amount resolved consists of fine reductions, dismissals, jail credits, community service or cases sent in error.



COURT FINES - COLLECTION REPORT

PRIOR TWELVE MONTHS

Total Amount
Liquidated

Total Turnover

\$ 454,311
908

Payments (Full & Partial)

\$ 233,741
704

Amount Resolved

\$ 257,574
689

Total Amount Liquidated

\$ 491,315
1,393

82.97%

84.22%



Letters Mailed

4,277



Address Changes

621



Phone # Changes

252



Verbal Contacts

2,138

■ Apr-24 ■ Mar-25

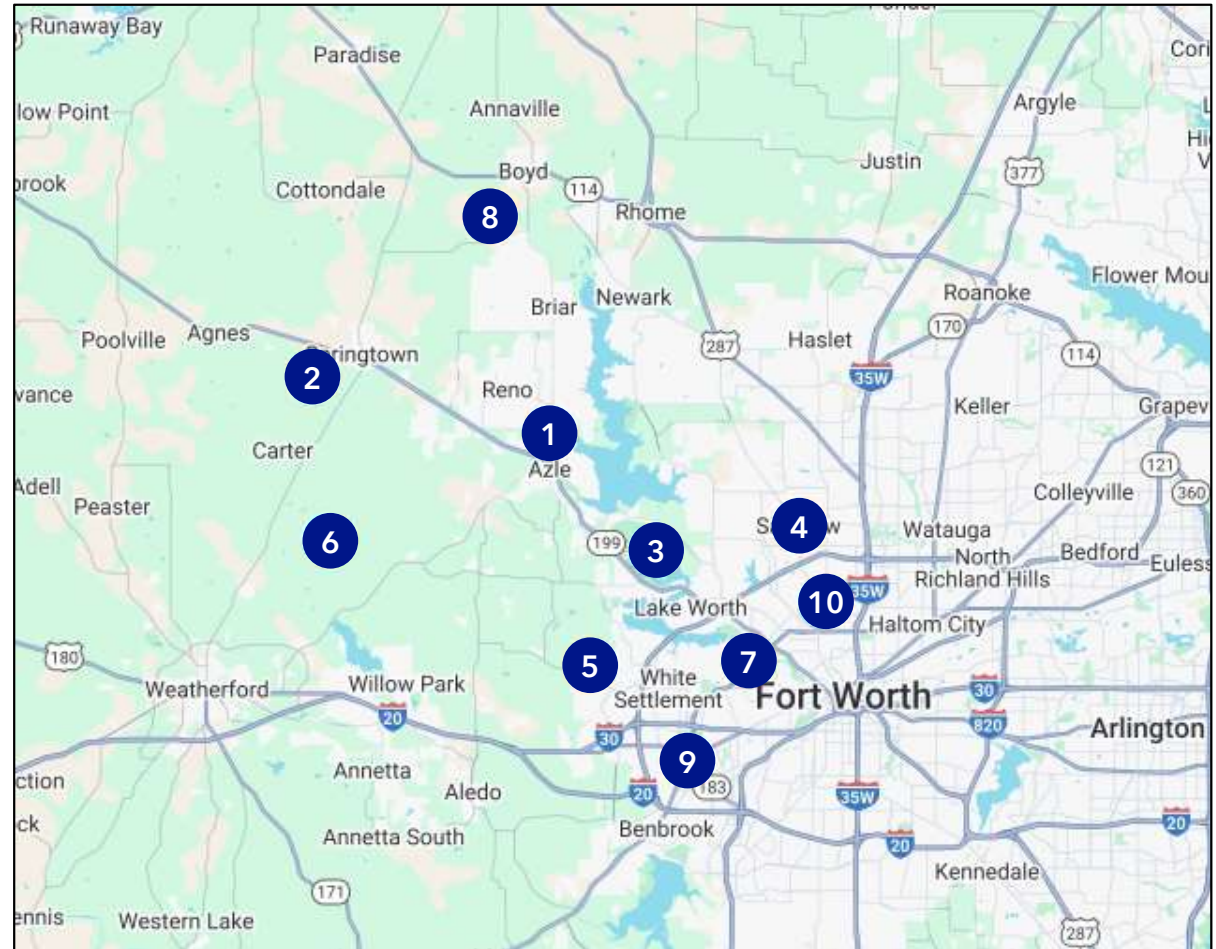
Amount resolved consists of fine reductions, dismissals, jail credits, community service or cases sent in error.



COURT FINES

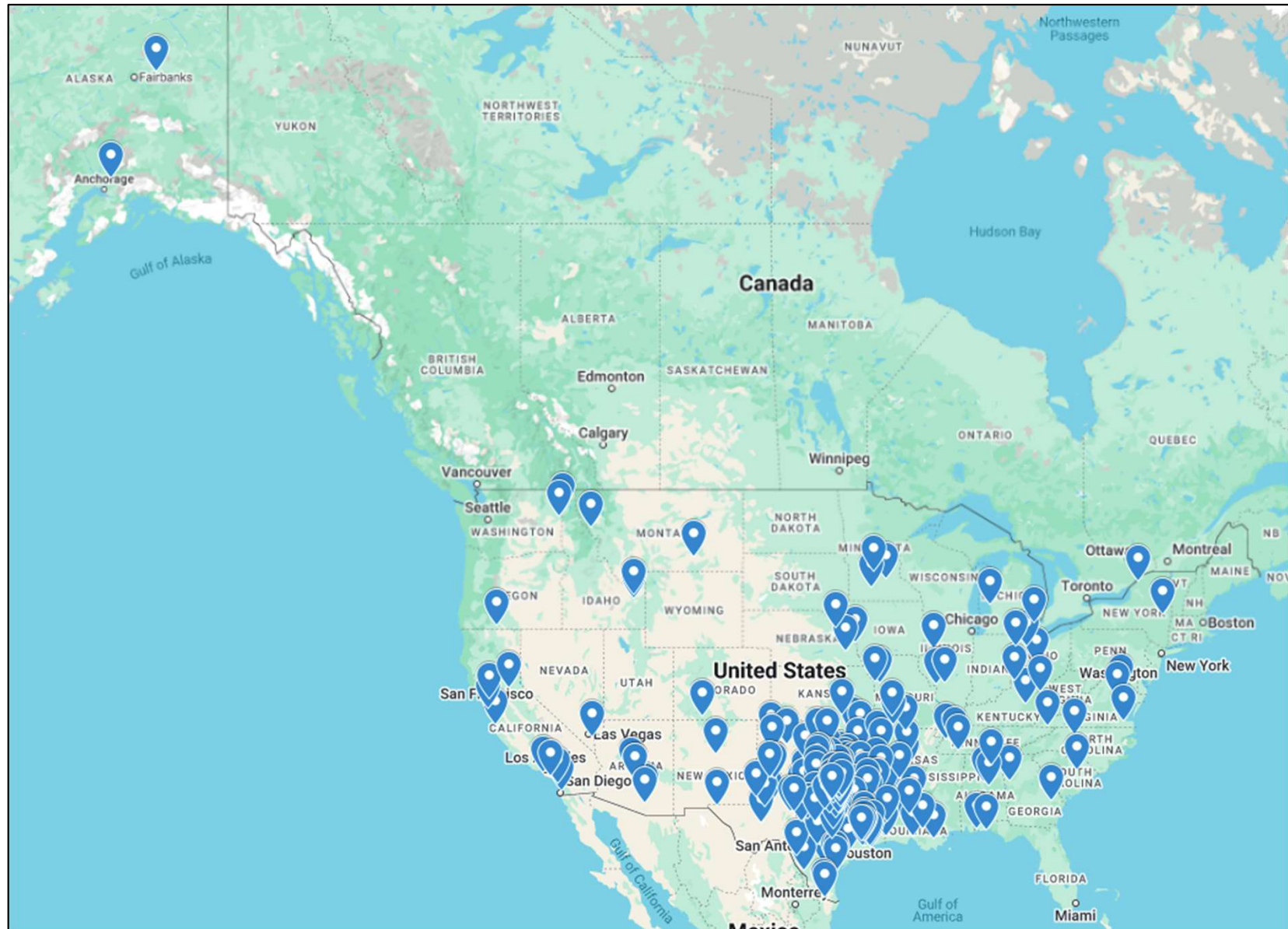
Top 10 Zip Codes by Debtors

1	76020	• \$425,359 (375)
2	76082	• \$144,310 (136)
3	76135	• \$110,748 (88)
4	76179	• \$54,376 (48)
5	76108	• \$69,085 (46)
6	76085	• \$57,588 (45)
7	76114	• \$41,245 (43)
8	76023	• \$44,693 (35)
9	76116	• \$41,321 (32)
10	76106	• \$27,472 (28)



COURT FINES

All Debtors





Presenter: Alan Brundrett, Mayor

Agenda Item: Good Neighbors Program - Servolution Network.

Background and Explanation:

The Servolution Network administers the Good Neighbors Program and they are about to hold the semi-annual Good Neighbors Blitz. The Servolution Network will provide an update on past blitzes and upcoming projects.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Tom Muir, City Manager

Agenda Item: The Feedlot

Background and Explanation:

The Feedlot will open to the public for 2025 on Saturday, April 5th. Amanda Scott, the Special Events and Activities Coordinator, will present planned activities for The Feedlot for the first few months.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on the March 18, 2025 regular council meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes



MINUTES
Regular Meeting
Azle City Council

505 W. Main Street
Azle, Texas 76020

March 18, 2025

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:01 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 Hoffman	City Secretary
Susie Hiles	Assistant to the City Manager
Andrea Russell	City Attorney
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Jennifer Walls	Purchasing Agent
David Hawkins	Director of Planning and Development
Kristen Pegues	Community and Marketing Specialist
Rick White	Director of Public Services
Stephen Barnes	Finance Director
Kim Salis	Senior Accountant
Mike Winterrowd	Police Detective
Curren McLane	Library Director
Victor Gonzalez	Assistant Library Director

INVOCATION

Paul Collins, Sonshine Ministries, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

Kenneth Bachelor - 432 Windjammer Lane - addressed the Council regarding his support of their actions on short-term rentals.

PRESENTATION

1. Azle Memorial Library and Library Board annual presentation.

Mayor Brundrett recognized Library Director Curren McLane who gave an overview of the Library activities for the past year.

ACTION ITEMS

2. Consider any action on the March 4, 2025 regular council meeting minutes.

Councilmember Rothenberger moved to approve the March 4, 2025 regular council meeting minutes, as presented. Mayor Pro Tem Goode seconded the motion.

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

3. Consider any action accepting the resignation of Tim Bevan from the Special Events Advisory Board.

Mayor Pro Tem Goode moved to accept Tim Bevan's resignation from the Special Events Advisory Board. Councilmember Rothenberger seconded the motion.

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

4. Consider any action on appointing Ms. JoAnna Johnson to the Special Events Advisory Board, Place 4.

Mayor Brundrett introduced Ms. JoAnna Johnson. Council conducted a short interview and thanked her for her interest in serving on the Special Events Advisory Board.

Councilmember Rothenberger moved to appoint JoAnna Johnson to the Special Events Advisory Board, Place 4. Mayor Pro Tem Goode seconded the motion.

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

5. Consider any action for the Process Chemicals (Bid 2025-006)

Mayor Brundrett recognized Purchasing Agent Jennifer Walls, who explained this is an annual bid. The City received fourteen (14) bids and Staff recommended awarding the bids as marked in the bid tabulation.

Councilmember Rothenberger moved to award the chemical bids (Bid 2025-006) as recommended by Staff. Councilmember Peek seconded the motion.

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

6. Consider any action on acceptance of the auditor's opinion, the Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended September 30, 2024

Mayor Brundrett recognized Finance Director Stephen Barnes, who stated the Texas Local Government Code and the City's Charter require the preparation of the annual financial statement. Mr. Barnes stated the audit report was reviewed by the City's Audit Committee on March 11, 2025. He commended Senior Accountant Kim Silas and Assistant Finance Director Angelia Garrett for their hard work and introduced Mike Brooks from BrooksWatson & Co., PLLC, Certified Public Accountants, who provided an in-depth review of the City's Annual Comprehensive Financial Report (ACFR).

Mayor Pro Tem Goode moved to accept the Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended September 30, 2024, as presented. Councilmember Peek seconded the motion.

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

7. Consider any action on Resolution No. 2025-06 approving the application for the Motor Vehicle Crime Prevention Authority Grant

Mayor Brundrett recognized Detective Mike Winterrowd, who provided an overview of the grant.

Councilmember Estes moved to approve Resolution No. 2025-06 approving the application for the Motor Vehicle Crime Prevention Authority Grant, as presented. Mayor Pro Tem Goode seconded the motion.

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

DISCUSSION ITEMS

8. Facade and Signage Improvement Program revisions and additions.

Mayor Brundrett recognized Community and Marketing Specialist Kristen Pegues, who provided an overview of the requested changes to the Façade Grant Application. After discussion, the Council requested additional modifications. Ms. Pegues will incorporate the changes and bring back the revised application for Council's review.

9. Speer Street Drainage Project

Mayor Brundrett recognized Public Services Director Rick White, who provided an overview of the proposed drainage project noting it would address standing water issues in the Industrial Avenue / Speer Street area.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

None.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- 03-31-2025 - Weatherford ISD Adult Education will begin offering GED classes at the Azle Memorial Library.
- 06-04-2025 - Citizen's Police Academy will resume.

EXECUTIVE SESSION

Mayor Brundrett convened to Executive Session at 8:16 PM.

Mayor Brundrett reconvened to open meeting at 9:04 PM.

10. 551.072 REAL PROPERTY

Deliberation regarding the purchase, exchange, lease, or value of real property for the Park Land/Fire Station Project.

ADJOURNMENT

Mayor Brundrett adjourned at 9:04 PM.

Presented and approved on 04-01-2025

Alan Brundrett, Mayor

Attest:

Yael Hoffman, TRMC, CMC
City Secretary



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action authorizing the City Manager to execute a market agreement with Community Link Mission to operate a farmers market at The Feedlot for the next three (3) years

Background and Explanation:

Last year, the Council authorized an agreement with Community Link Mission (CLM) to operate a farmers market at The Feedlot. The farmers market was successful and CLM would like to continue operating the farmers market. They are bringing a hydroponic farm to the site which will grow a variety of lettuces in a storage container on site. The lettuces will be sold at the farmers market and some will also be donated to the Community Caring Center for their food pantry.

The proposed agreement will be for three (3) years with the City providing a financial contribution of \$39,672 for 2025, which is the same as last year. There will be a 3% annual increase for 2026 and 2027.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Authorize the City Manager to execute the proposed agreement.

Attachments:

1. Farmer's Market - 2025

**AGREEMENT BETWEEN THE CITY OF AZLE AND
COMMUNITY LINK MISSION, INC. REGARDING FARMERS
MARKET NEXT TO THE AZLE FEED LOT FOOD TRUCK
PARK**

This 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 Farmers markets;

WHEREAS, the City desires that CLM operate and promote a Farmers Market next to the Azle Feed Lot Food Truck Park; and

WHEREAS, CLM is willing to operate and promote a Farmers Market in accordance with the provisions 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.

Farmers Market means a physical retail marketplace intended to sell foods directly by farmers to consumers. A Farmers market will typically consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, and sometimes prepared foods and beverages. A farmers market also includes as a secondary use, the sale of hand-crafted items but expressly prohibits the sale of commercially produced items for resale.

Next To Azle Feed Lot Food Truck Park means that portion of The Feed Lot Park, located within the City, designated for use by food trucks, a Farmers Market, or similar uses.

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

Weekend means a Saturday, a Sunday, or both Saturday and Sunday.

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 December 31, 2027, unless terminated earlier under the provisions of this Agreement.

b. The City may terminate this Agreement without cause on thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately upon any breach of this Agreement by the other party with written notice to such party.

c. The City may terminate this Agreement immediately in the event funds are not appropriated in a future budget to fund the City's payment obligations detailed herein.

3. Covenants of CLM to the City.

a. In consideration of the City's grant of funds to CLM described in and in accordance with the provisions of this Agreement, CLM agrees to:

- (1) operate a Farmers Market at next to the Azle Feed Lot Food Truck Park at least fourteen (14) weekends each calendar year between April and December, under the provisions of this Agreement. In the absence of bad weather or some other event beyond the control of CLM, the Farmers Market shall be held on two Weekends a month for at least four (4) hours each Weekend;
- (2) operate the Farmers Market next to the Azle Feed Lot Food Truck Park in a commercially reasonable manner;
- (3) require that no more than fifty percent (50%) of the vendors participating in the Farmers Market each Saturday are non-food vendors; and
- (4) allocate and license operational space for current and potential vendors in accordance with the scoring mechanism set forth in the attached Exhibit A, Rubric for Potential and Current Vendors.

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 Farmers Market, and that all activity next to the Azle Feed Lot Food Truck Park 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 Azle Feed Lot Food Truck Park, during the Term of this Agreement, CLM agrees to use its best efforts to prevent damage to any part or portion of the Feed Lot Food Truck Park. If, however, any part or portion of Azle Feed Lot Food Truck Park becomes damaged during CLM's occupation of Azle Feed Lot Food Truck Park 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 Azle Feed Lot Food Truck Park. CLM further agrees to accept Azle Feed Lot Food Truck Park in the condition in which it is found each Saturday 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 Azle Feed Lot Food Truck Park for the Farmers Market or of the adequacy of any on-or-off-site parking for the Farmers Market.
- d. Preparation of Azle Feed Lot Food Truck Park for the Farmers Market and clean-up following the market shall be the responsibility of CLM and the vendors. CLM and any vendors will be allowed access to Azle Feed Lot Food Truck Park no earlier than 6:30 a.m. each Saturday for a Weekend in which the Farmers Market shall be operated. The Azle Feed Lot Food Truck Park will be open for use for the Farmers Market generally from 6:30 a.m. until 2:00 p.m. each Saturday of operation. CLM agrees that it will, following each use of Azle Feed Lot Food Truck Park, restore it to as good a condition as existed prior to such use by CLM. CLM's failure to clean up and restore Azle Feed Lot Food Truck Park to the same good condition will result in the City hiring a third party to restore or clean Azle Feed Lot Food Truck Park to the same good condition. CLM will be responsible for all fees paid to such third party. CLM and all vendors will vacate Azle Feed Lot Food Truck Park no later than 2:00 p.m. each Saturday for a Weekend in which the Farmers Market shall be operated.

4. Covenants of the City to CLM.

- a. The City will pay CLM in monthly installments beginning February 1 and ending December 31st each year of this agreement according to the schedule below, to assist in the funding of operations and promotion for the Farmers Market. If this Agreement is terminated prior to December 31, 2027, the foregoing compensation will be prorated.
 - (1) February 1, 2025 – December 31, 2025 -\$39,672.00
 - (2) February 1, 2026 – December 31, 2026 -\$40,862.00
 - (3) February 1, 2027 – December 31, 2027 -\$42,088.00

- b. The City hereby authorizes and agrees that CLM will be allowed to operate a Farmers Market next to the Azle Feed Lot Food Truck Park at the times specified in this Agreement. The parties agree and understand these rights are not exclusive and at any time Azle Feed Lot Food Truck Park is not being occupied by CLM and the Farmers Market vendors under the provisions of this Agreement, the City may permit other parties to use Azle Feed Lot Food Truck Park for any authorized purpose.
- c. The City will promote the Farmers Market 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.
- d. The City in its sole discretion may close Azle Feed Lot Food Truck Park due to inclement weather that may hinder CLM from utilizing Azle Feed Lot Food Truck Park under the Agreement. The City will communicate with CLM regarding the closure of Azle Feed Lot Food Truck Park due to inclement weather. In addition, the City will have the absolute right, for any reason and with or without cause, to preempt this Agreement and cancel the Farmers Market for not more than three (3) Saturdays. If a Farmers Market is cancelled or Azle Feed Lot Food Truck Park is closed under the provisions of this paragraph, CLM will nonetheless be credited with successful completion of a Farmers Market for the purposes of Part 43(a).
- e. The City specifically reserves the right to remove or exclude any vendor or other person who refuses to abide by any local, state or federal law.

5. General Breach.

Unless stated elsewhere in this Agreement, CLM shall be in default under this Agreement if CLM breaches any provision of this Agreement. In the event that such breach remains uncured after thirty (30) 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. If this Agreement is terminated, CLM will forfeit its right to further payments by the City.

6. No Independent Contractor or Agency Relationship.

It is expressly understood and agreed that CLM shall operate as an independent contractor and not as an agent, representative or employee of the City. CLM shall have the exclusive right to control all details and day-to-day operations relative to the Farmers Market 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.

7. 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 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 FARMERS MARKET, ACTIVITIES NEXT TO THE AZLE FEED LOT FOOD TRUCK PARK, OR THE PERFORMANCE OF THIS AGREEMENT.**

8. 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.

9. 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
505 West Main Street
Azle, Texas 76020

CLM:
Community Link Mission, Inc.
Attn: Trey Harper
300 Belmont Street
Saginaw, Texas 76179

10. 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.

11. 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.

12. 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.

13. 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 provisions, obligations and conditions of this Agreement.

14. No Waiver.

The failure of either party to insist upon the performance of any 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.

15. 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 provisions 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.

16. 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.

17. 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 provisions 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.

18. 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.

19. 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.

20. Captions.

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

21. 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.

22. 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.

23. Texas Boycott Prohibitions.

To the extent required by Texas law, CLM verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code §2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

Signed this _____ day of _____ 2025.

CITY OF AZLE

By: _____
Thomas J Muir, City Manager

Date: _____

COMMUNITY LINK MISSION, INC

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this date personally appeared _____, who after being duly sworn stated that he/ she is the _____ of Community Link Mission, Inc., and that he/she signed the foregoing instrument on behalf of said entity for the purposes expressed therein on the date shown.

Notary Public in and for the State of Texas

My commission expires: _____

Date: _____

Exhibit A

Rubric For Potential And Current Vendors



Vendor Name:

Rubric for Potential and Current Vendors
Approved: 20-25 Will be reviewed: 15-20 Waitlisted: <15 Removed: <10

VENDOR SCORES			5	4	3	2	1
	A	Location/Proximity to Saginaw	Saginaw based	Within 25 miles of Saginaw	Within 50 miles of Saginaw	Within 100 miles of Saginaw	Near or beyond 150 miles
	B	Use of Local Agricultural Product	Farmer	Not agricultural, but uses all local	Not agricultural but uses mostly local	Not agricultural but uses some local	Not agricultural, uses no local
	C	Uniqueness of Item	No other vendors	One somewhat similar vendor	One very similar vendor	Two very similar vendors	Three+ very similar vendors
	D	Brand (packaging, logo, social media presence)	Lots of thought and follow-through in brand development	Well thought out and fairly consistent in presence	Either not completely thought out or no consistent presence	Somewhat thought out, poor presence	Little thought, no presence
	E	Completeness of Business (how thought out, how long in existence, commissary kitchen)	Established business, participating in other markets/other locations	Established business with other pop-ups/plans for expansion	Established but only at market	New or relatively new with plans of expanding beyond market	New with no plans of expanding beyond market

Notes and Feedback:



For Current Vendors

Things to provide feedback on, with rating (E-Excellent, S-Satisfactory, NI-Needs Improvement)

- _____ **Booth Presence** (display, tables, packaging, banner, storage, generator, signage, prices, cleanliness, appropriate electrical capacity)
- _____ **Seller Personality** (rotating vendors vs. stable personnel; general attitude and approachability, enthusiasm, employee vs owner, vendor community)
- _____ **Business Presentation** (logo, social media presence story)
- _____ **Product Quality** (feedback from customers, variety, uniqueness, focused vs. scattered product inventory, all products approved)
- _____ **Attendance** (how regular, weather-related, other events, communication)

Tips and feedback from Staff, Customers, Committee:

Talking Points with Vendor

Opportunity for dialog - happiness factor, worth investment of time and money, creative juices still flowing
Suggestions of how the Market can help you.
Suggestions for how we can improve Market.



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider a variance request to Section 3.10.004 (a) (1) (A) (i and ii) of the City of Azle Code of Ordinances to allow for an 8' tall solid wood fence to exceed the maximum allowed height of 4' and maximum allowed 50% open. The subject property is located at 123 Brookshire Avenue, which is located on the south side of Brookshire Ave. approximately 700 feet west of Southeast Parkway.

Background and Explanation:

The owner of 123 Brookshire Ave. is requesting a variance to Section 3.10.004 (a) (1) (A) (i and ii) that allows for a 4' tall fence that is 50% open to be installed to the front property line by right. This section states:

“Restrictions and requirements for a fence, wall and barrier are as follows:

(1) Fences in front yard. No fence, wall or barrier may be built within the required front yard as established by the zoning regulations of the city except as follows:

(A) Required setbacks on residential lots. A fence may be erected in the front yard, as established by the zoning regulations of the city, of a residential lot only if the following criteria are met:

(i) The fence shall not exceed four (4) feet in height above the adjacent grade;”

The purpose of this section was to allow for the construction of a picket-style fence within the required front yard provided the fence was no more than four (4) feet tall and was a minimum of 50% open. This type of fence would not obstruct any views of adjacent properties up or down the street.

The applicant is requesting that a variance be granted to allow up to an eight (8) foot tall solid wood privacy fence within the front yard that would run along the west property from the house to the front property line. The new fence would begin at 8 feet in height and then taper down to 4 feet in height as it approaches the property corner. This fence would meet the wood fence material requirement.

City Council approved a similar fence variance request for the adjacent property to the west, 127 Brookshire Ave. on December 3, 2024. No permit has been applied for, and this fence has yet to be installed. The applicant is intending to install the same fencing that was granted previously by the City Council to be located in the same area.

Existing Condition of Property:

123 Brookshire Ave. is located on the south side of Brookshire Ave., approximately 700 feet west of Southeast Parkway. There is an existing residence and several accessory structures on this property. The proposed new wood fence would run alongside the west side of the driveway to the

front property line next to 127 Brookshire Ave.



Proposed Location of Fence:

SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:
THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON
THE GROUND OF THE PROPERTY LOCATED AT 123 BROOKSHIRE AVE.
IN THE CITY OF AZLE, TEXAS.

DESCRIBED AS FOLLOWS: LOT 50, CASTLE HILLS ESTATES, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 388-C, PAGE 124, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.



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 the variance request to City Council for their consideration.

Attachments:

1. Variance Request Letter - 123 Brookshire Ave.
2. Property Survey - 123 Brookshire Ave.
3. Property Aerial - 123 Brookshire Ave.
4. Proposed Fence Location - 123 Brookshire Ave.
5. Proposed Fencing Exhibit - 123 Brookshire Ave.
6. Driveway Photo - 123 Brookshire Ave.
7. Photo 1 - 127 Brookshire Ave. Fencing
8. Photo 2 - 127 Brookshire Ave. Fencing
9. Photo 3 - 127 Brookshire Ave. Fencing
10. Photo 4 - 127 Brookshire Ave. Fencing
11. Photo 5 - 127 Brookshire Ave. Fencing
12. Photo 6 - 127 Brookshire Ave. Fencing
13. Photo 7 - 127 Brookshire Ave. Fencing
14. Upside down sign

David Ainslie
123 Brookshire Ave * Azle * Texas * 76020 * 817-913-9100

Azle City Council
505 W. Main Street
Azle, Texas 76020
817-444-2541

March 21, 2025

Dear Council Members,

I'm reaching out to you today in hopes of gaining your approval for a six to eight foot privacy to be built between the property of myself and my neighbor. The fence would be placed on my property line at 123 Brookshire Avenue, providing a degree of solitude from an unrelenting deceitful subterfuge neighbor.

I purchased my home more than twenty years ago over the last ten (the previous neighbor/owner of 127 Brookshire Ave was David Crimm, a Fort Worth Undercover Police Officer. He and I were neighborly and are still friends to this day), I have been continuously harassed and provoked by Jarvis Gayle Clawson. I have had to trim trees on my property due to overhang by 127 Brookshire and their unwillingness to do it themselves (see photo labeled "Tree Overhang"), and made vulgar and lewd gestures by Mr. Clawson (See: File named Jarvis).

I confident that my proposed privacy fence, if variance is granted will relieve some tension caused by Mr. Clawson, and will be put up in all due haste without nine no trespassing signs facing any property along the fence (see: nine no trespassing signs zip file). The nine no trespassing (one of which is upside down) signs are a hardship and very juvenile and antagonistic. I don't intend to put up any no trespassing signs on proposed fence facing 127 Brookshire Ave.

The child that Ms. Parker speaks of is actually Mr. Jarvis Clawson (the offender's) grandson who lives with them on the property.

Truth Spoken,

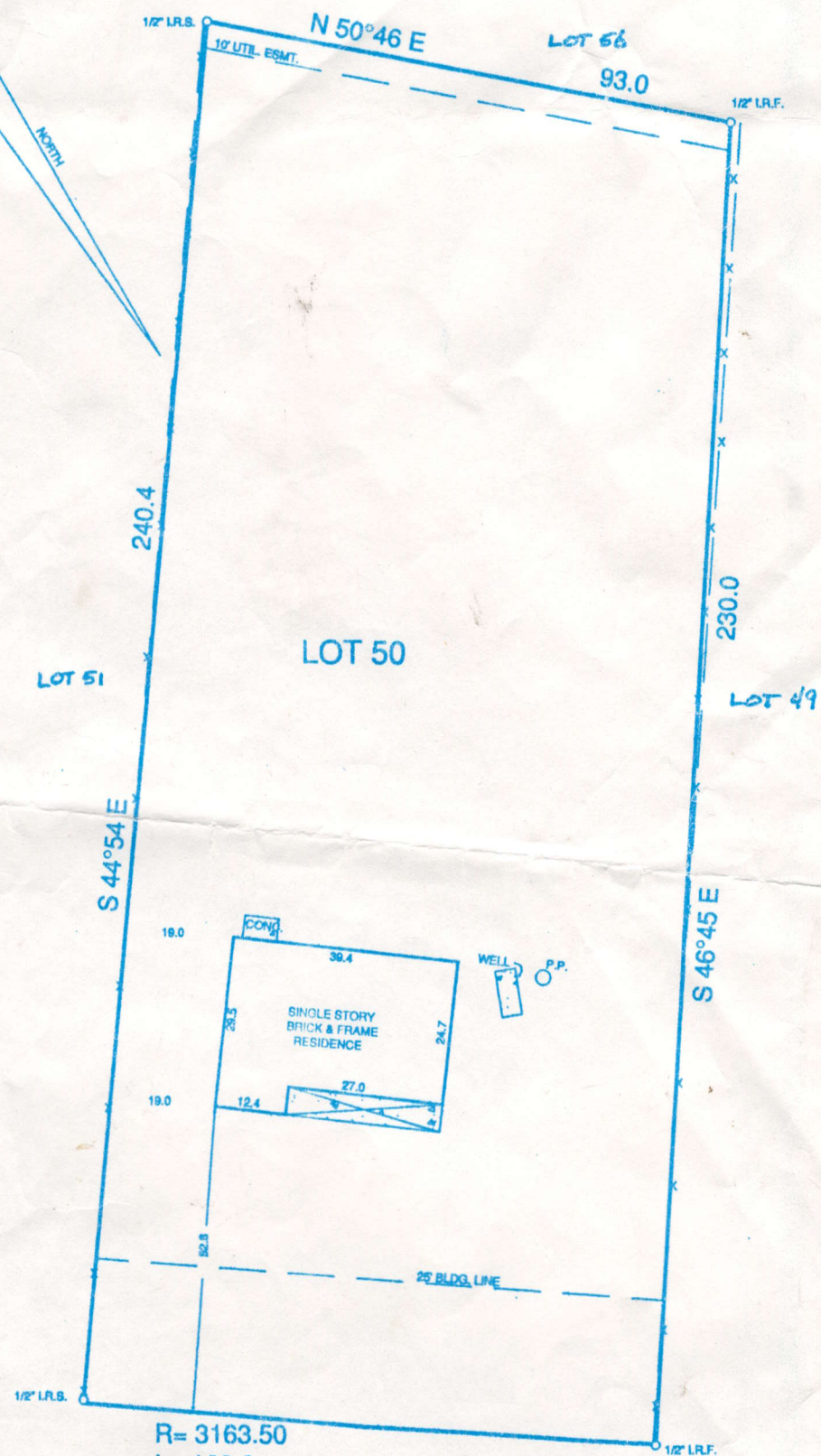
/s David Ainslie

David Ainslie

SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:
THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON
THE GROUND OF THE PROPERTY LOCATED AT 123 BROOKSHIRE AVE.
IN THE CITY OF AZLE, TEXAS.

DESCRIBED AS FOLLOWS: LOT 50, CASTLE HILLS ESTATES, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 388-C, PAGE 124, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.



R= 3163.50
L= 100.0

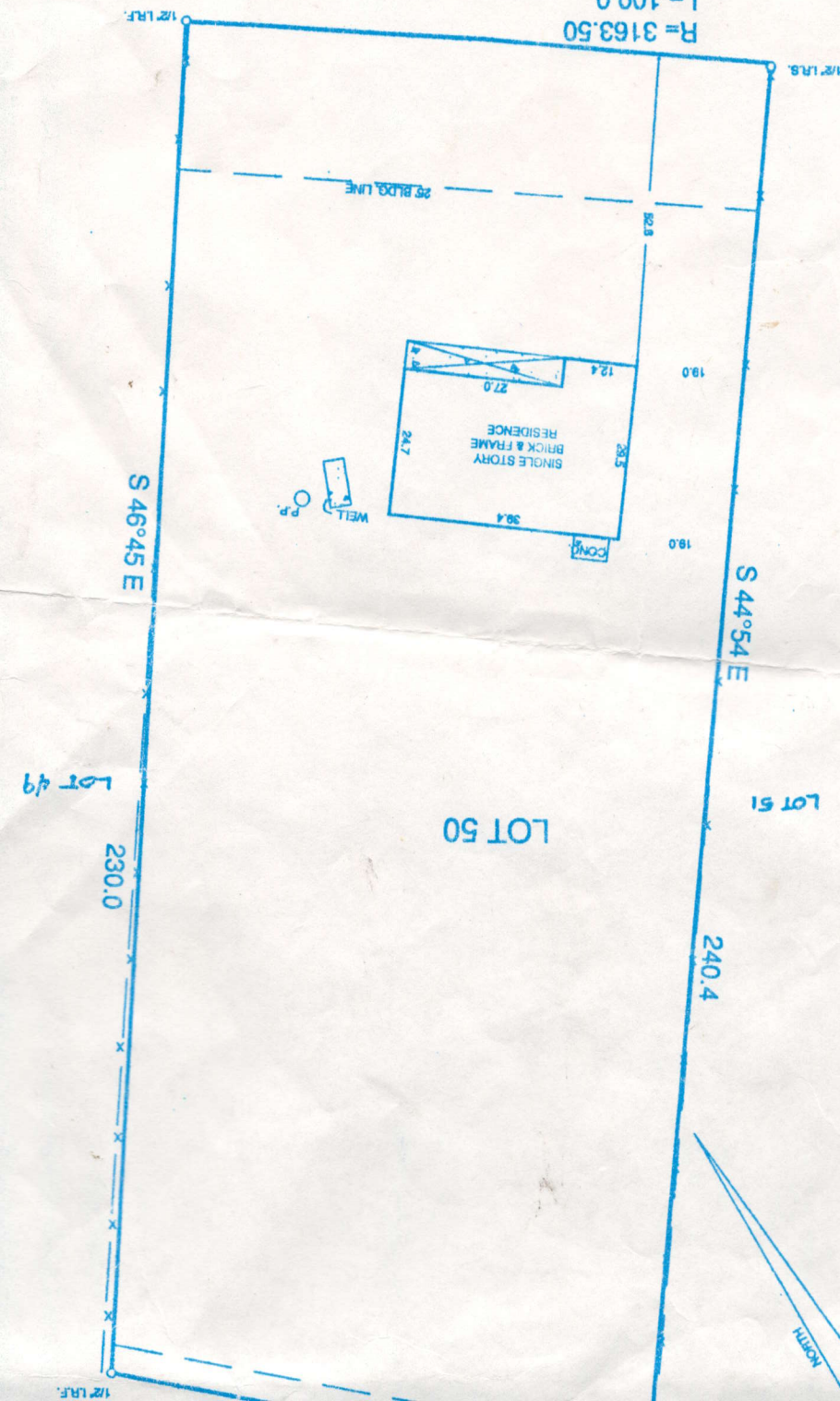
123 BROOKSHIRE AVE

VEACH LAND SURVEYING CO.



THE PLAT HEREON IS A TRUE, CORRECT, AND ACCURATE REPRESENTATION OF THE
PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID
PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE
OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN, ALL IMPROVEMENTS BEING
WITH THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES
THE DISTANCES INDICATED, AND THE DISTANCE FROM THE NEAREST
INTERSECTING STREET, OR ROAD, IS AS SHOWN ON SAID PLAT.

123 BROOKSHIRE AVE
(50' R.O.W.)





SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:
THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON
THE GROUND OF THE PROPERTY LOCATED AT 123 BROOKSHIRE AVE.
IN THE CITY OF AZLE, TEXAS.

DESCRIBED AS FOLLOWS: LOT 50, CASTLE HILLS ESTATES, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 388-C, PAGE 124, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.



Google Maps

127 Brookshire Ave

Proposed Fencing Exhibit is from approved Fence
Variance Request for 127 Brookshire Ave. (approved
by City Council on Dec. 3, 2024)

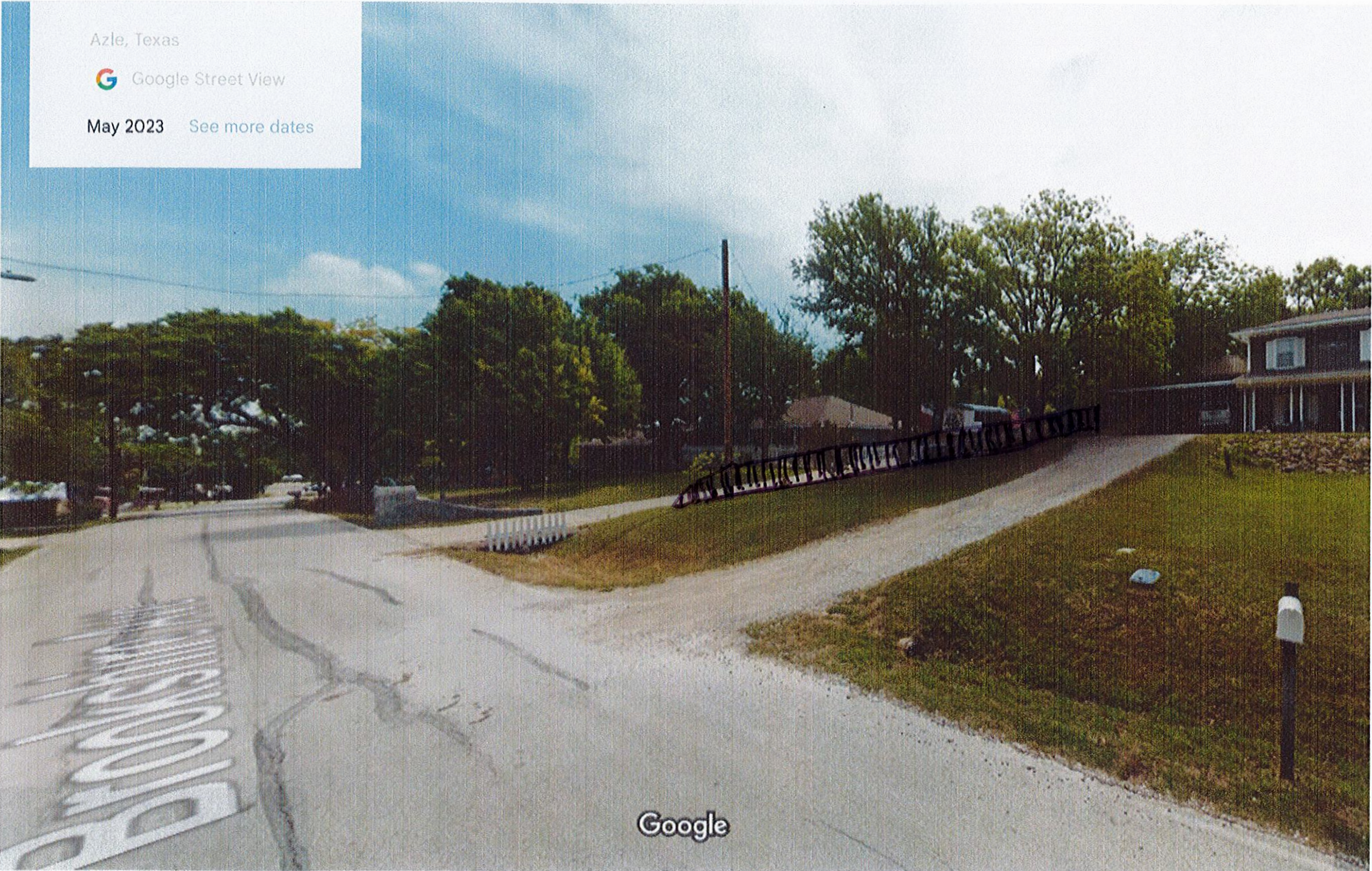


Image capture: May 2023 © 2024 Google







WARNING
Security 
Cameras In Use

WARNING
Security
Cameras In Use

**PRIVATE
PROPERTY
NO TRESPASSING**

**PRIVATE
PROPERTY**

**NO
TRESPASSING**

**VIOLATORS WILL
BE PROSECUTED**













Presenter: Kyle Culwell, Parks Superintendent

Agenda Item: Consider any action on awarding the Central Park Walking Path Project (Bid No. 2025-005) to MHB Construction for \$97,600.

Background and Explanation:

On February 27, 2025, bids were opened and read aloud for the Central Park Walking Path Project. The Project provides for the replacement of 2375 linear feet of 4-foot wide asphalt with 6-foot wide concrete. The consulting engineer for the Project, Jacob Martin LLC (JM), estimates the construction will cost \$104,500. The Project will be funded through the Capital Projects Fund.

Nineteen (19) bids were received at the end of the bidding process, and they are referenced in the attached bid tabulation. The lowest bid was \$79,983.20 from Blue Hawk Construction, LLC, but due to a lack of comparable project experience, JM is not recommending the award to Blue Hawk Construction. The next lowest bid was from MHB Construction for \$97,600 and JM found no issues with the bid or bidder. JM recommends the bid be awarded to MHB Construction.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Award the Central Park Walking Path Project (Bid No. 2025-005) to the lowest responsible bidder, MHB Construction, \$97,600.

Attachments:

1. Bid Tab Azle - Central Park Walking Path
2. 25102 JM Letter of Recommendation 3-25-2025

Bid Tabulation

Engineer: Jacob & Martin, LLC
Weatherford, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				Blue Hawk Construction, LLC		MHB Construction, Inc.		JR West Texas Concrete, LLC		Talbert Companies, LLC		North America Contractors, Inc.			All-Out Concrete TX, LLC		
				16775 Addison Rd., #305		2912 W. Pafford		108 S. Sherman St.		3900 S. Stonebridge Dr., Ste. 1001		1805 S.W. Mustang Dr.			142 Antler Ridge Ct.		
				Addison, TX 75001		Fort Worth, TX 76110		Rice, TX 75155		McKinney, TX 75070		Andrew, TX 79714			Azle, TX 76020		
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6' Concrete Sidewalk	2440	LF	\$ 32.78	\$ 79,983.20	\$ 40.00	\$ 97,600.00	\$ 40.50	\$ 98,820.00	\$ 41.00	\$ 100,040.00	\$ 41.39	\$ 100,991.60	*	\$ 44.26	\$ 107,994.40	*
TOTAL BASE BID (Item 1)					\$ 79,983.20		\$ 97,600.00		\$ 98,820.00		\$ 100,040.00		\$ 100,991.60	*		\$ 107,994.40	*

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				C. Green Scaping, L.P.		RNO Construction, LLC		Cam-Crete Contracting, Inc.		A&M Construction and Utilities, Inc.		Capko Concrete Structures, LLC		Ratliff Hardscape, LTD.		
				2401Handley Ederville Rd.		13722 Indian Wells Rd.		1118 Cashew Dr.		4950 Grisham Dr.		325 Timberlake Dr.		1740 Midway Rd.		
				Fort Worth, TX 76118		Dallas, TX 75753		Venus, TX 76048		Rowlett, TX 75088		Azle, TX 76020		Lewisville, TX 75056		
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	6' Concrete Sidewalk	2440	LF	\$ 48.40	\$ 118,096.00	\$ 50.70	\$ 123,708.00	\$ 51.00	\$ 124,440.00	\$ 53.00	\$ 129,320.00	\$ 54.84	\$ 133,809.60	\$ 55.00	\$ 134,200.00	
TOTAL BASE BID (Item 1)					\$ 118,096.00		\$ 123,708.00		\$ 124,440.00		\$ 129,320.00		\$ 133,809.60		\$ 134,200.00	

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				GRod Construction, LLC		C. C. Zamora Construction, Inc.		L.J. Design & Construction, LLC		Westhill Construction, Inc.		Excel 4 Construction, LLC		Cole Construction		
				889 E. Rock Island Ave.		3815 Austin Ln.		6548 Peden Rd.		402 N. Border Rd.		5733 Hart St.		10315 Alta Vista Rd.		
				Boyd, TX 76.23		Fort Worth, TX 76111		Fort Worth, TX 76179		Cleburne, TX 76031		Fort Worth, TX 76112		Fort Worth, TX 76244		
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	6' Concrete Sidewalk	2440	LF	\$ 59.00	\$ 143,960.00	\$ 71.50	\$ 174,460.00	\$ 76.50	\$ 186,660.00	\$ 103.50	\$ 252,540.00	\$ 120.00	\$ 292,800.00	\$ -	\$ -	
TOTAL BASE BID (Item 1)					\$ 143,960.00		\$ 174,460.00		\$ 186,660.00		\$ 252,540.00		\$ 292,800.00		\$ -	**

(*) - Extension Error
(**) - Blank Bid Schedule Submitted



INTEGRITY
EXCELLENCE
TRUST

03/18/2025

Alan Brundrett, Mayor
City of Azle
505 W. Main Street
Azle, Texas 76020

RE: Letter of Recommendation

Dear Mayor Brundrett:

On February 27, 2025 bids were opened for the Central Park Walking Path project. This project included installing approximately 2,375 linear feet of 6' wide concrete sidewalk and all incidental appurtenances for a complete project in accordance with the contract documents and plans. 19 bids were received with the low base bid of \$79,983.20 being turned in by Blue Hawk Construction, LLC out of Addison, Texas.

Upon reviewing the submitted bid for Blue Hawk Construction, LLC, their prior history of projects did not include any projects comparable to the Central Park Walking Path project and for this reason, do not recommend award of the base bid to Blue Hawk Construction, LLC.

JM has performed a reference check for MHB Construction, Inc. and see no reason not to award the contract. Based on our communication with the City, we recommend awarding the base bid of \$97,600.00 to MHB Construction, LLC.

Based on the Council's preference for awarding the project, we will prepare documents for execution by the Contractor and the City.

Sincerely,



JACOB | MARTIN

Nic Kirk, P.E.
Attachments – Recommended Budget, Bid Tabulation



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880