



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

505 W. Main Street
Azle, Texas 76020

April 7, 2026

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

Rev. Ray Gilman -Senior Pastor, First Methodist Church of 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. Sexual Assault Awareness Month
Randa Goode, Mayor

ACTION ITEMS

2. Consider any action on the March 17, 2026, regular council meeting minutes.
Yael Hoffman, City Secretary
3. Consider any action authorizing the City Manager to execute an interlocal agreement with the Tarrant County Emergency Services District No. 1 (ESD) for Fire/EMS services.
Thomas Scott, Fire Chief
4. Consider any action on the Facade and Signage Improvement Program application for Prep and Crave at 128 Park Place.
Kristen Pegues, Community & Marketing Specialist
5. Consider any action on Ordinance No. 2026-08 amending Article 12.05 "Parking" by adding "No Stopping, Standing, Loading and Unloading" on 1100 and 1200 Block of Boyd Road
Ben Hall, Police Chief

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

● 551.071 CONSULTATION WITH THE CITY ATTORNEY

- The City Council may conduct a private consultation with its attorney when the City Council seeks the advice of its attorney concerning any item on this agenda, about pending and contemplated litigation, or a settlement offer, or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.

U.S Realty 87 Azle Associates, LP vs. City of Azle.

● 551.074 PERSONNEL MATTERS

- Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager.

6. Consider any action pursuant to Executive Session.

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 03-31-2026, at the City's official bulletin board and is readily accessible to the public at all times in accordance with V.T.C.A. Chapter 551, Texas Government Code.



Yael Hoffman, TRMC, MMC
City Secretary

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



Presenter: Randa Goode, Mayor
Agenda Item: Sexual Assault Awareness Month

Background and Explanation:

Sexual Assault Awareness Month - Proclamation.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

None



Presenter: Yael Hoffman, City Secretary
Agenda Item: Consider any action on the March 17, 2026, 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 17, 2026

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Goode called the meeting to order at 6:00 PM

Members Present:

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

Members Absent:

- Councilmember Derrick Nelson

Staff Present:

- | | |
|-----------------|----------------------------------|
| Tom Muir | City Manager |
| Amber Beard | Assistant City Manager |
| Andrea Russell | City Attorney |
| Yael Hoffman | City Secretary |
| Susie Hiles | Assistant to the City Manager |
| Lee Godbold | Assistant Fire Chief |
| Ben Hall | Police Chief |
| Mike Winterrowd | Administrative Corporal |
| Kristen Pegues | Community & Marketing Specialist |
| Josh Henson | Water Plant Superintendent |
| Jennifer Walls | Purchasing Agent |
| Stephen Barnes | Finance Director |
| Felicia King | Court Administrator |
| Amber Watson | Utility Billing Manager |
| Curren McLane | Library Director |
| Victor Gonzales | Assistant Library Director |
| Cat Schlueter | Human Resources Director |

INVOCATION

Brenda Tatsak, Assistant Director of Good N.E.W.S., gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Goode led the Pledge of Allegiance.

PUBLIC PARTICIPATION

- Phil Beckman, Red Cross Community Volunteer Leader, 6000 Western Place, Fort Worth, addressed the Council regarding Red Cross Month and activities in the City of Azle.

- Jim Kirk, 116 Westlake Woods Dr, addressed the council requesting an amendment to the minutes of the March 3, 2026 City Council meeting, Item 5.

PRESENTATION

1. Finance Department Annual Report

Finance Director Stephen Barnes, along with Utility Billing Manager Amber Watson and Court Administrator Felica King, gave an overview of the Finance, Utility Billing, and Court Departments' activities for the past year.

ACTION ITEMS

2. Consider any action on the March 3, 2026, regular council meeting minutes.

Councilmember Conner moved to approve the March 3, 2026, regular Council Meeting minutes with the correction to remove the statement in parentheses from Item 5, as discussed. Councilmember Rothenberger seconded the motion.

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

3. Consider any action awarding the bid for the City's annual requirement of Process Chemicals (Bid No. 2026-002)

Mayor Goode recognized Purchasing Agent Jennifer Walls, who provided a brief overview of the bid process, noting the bid is for a twelve-month (12) period with two (2) additional twelve-month renewal options, subject to the consent of both parties.

Councilmember Rothenberger moved to award the chemical bids for the City's annual requirement of Process Chemicals (Bid No. 2026-002) as recommended by Staff. Councilmember Berry seconded the motion.

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

4. Consider any action on the Facade and Signage Improvement Program application for 1129 - 1137 SE Pkwy

Mayor Goode recognized Community and Marketing Specialist Kristen Pegues, who presented the Facade Grant request. She noted the request meets all program requirements, and Staff recommended approval.

Councilmember Rothenberger moved to approve the Facade and Signage Improvement Program application for 1129 - 1137 SE Pkwy in the amount of \$975, as presented. Councilmember Berry seconded the motion.

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

5. Consider a petition for release from the City's Extraterritorial Jurisdiction (ETJ) for property legally described as a 6.88-acre tract of land situated in the Sarah Ann Dodson Survey, Abstract No. 363, Parker County, Texas, being described as 1.0 acres identified as Property ID R000039654 and Geographic ID 20363.008.000.00 and 5.88 acres identified as Property ID R000097501 and Geographic ID 20363.007.003.00 in the records of Parker County, Texas, a portion of all of that tract of land described by deed to Weatherby Business Park II, LLC, recorded in Document No. 202533599, County Records, Parker County, Texas and addressed as 13103 S FM 730.

Mayor Goode recognized Assistant City Manager Amber Beard, who provided an overview of the petition submitted for release from the City's ETJ. She noted the petition meets all requirements of Senate Bill 2038 and the Texas Election Code and, therefore, must be approved. Staff recommended approval of the release.

Councilmember Rothenberger moved to approve the petition for release from the City's Extraterritorial Jurisdiction (ETJ) for property legally described as a 6.88-acre tract of land situated in the Sarah Ann Dodson Survey, Abstract No. 363, Parker County, Texas, being described as 1.0 acres identified as Property ID R000039654 and Geographic ID 20363.008.000.00 and 5.88 acres identified as Property ID R000097501 and Geographic ID 20363.007.003.00 in the records of Parker County, Texas, a portion of all of that tract of land described by deed to Weatherby Business Park II, LLC, recorded in Document No. 202533599, County Records, Parker County, Texas and addressed as 13103 S FM 730, as presented. Councilmember Conner seconded the motion.

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

6. Consider any action on Ordinance No. 2026-07 Sex Offender Residency Restrictions, to prohibit certain registered sex offenders from residing within a certain distance of where children commonly gather

Mayor Goode recognized Police Chief Ben Hall, who presented a brief overview of the proposed ordinance. Following discussion, Council requested to amend Section 8.08.003 Offenses, Subsection (d) (loitering), to increase the distance from 300 feet to 1,000 feet.

Councilmember Berry moved to approve Ordinance No. 2026-07 Sex Offender Residency Restrictions, to prohibit certain registered sex offenders from residing within a certain distance of where children commonly gather, and amend the distance in Section 8.08.003 Offenses, Subsection (d) (loitering) from 300 feet to 1000 feet. Councilmember Rothenberger seconded the motion.

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

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

Homeless ordinance discussion.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- 03/16-20/2026 - Spring Break
- 04/03/2026 Good Friday — the city's facilities are closed.
- 04/04/2025 - Farmer's Market will open for the season with a grand opening of the Lettuce Shack
- 04/25/2026 - The FeedLot will open for the season

EXECUTIVE SESSION

Mayor Goode convened into Executive Session at 7:00 PM.

Mayor Goode reconvened to open meeting at 9:09 PM.

551.071 CONSULTATION WITH THE CITY ATTORNEY

- **The City Council may conduct a private consultation with its attorney when the City Council seeks the advice of its attorney concerning any item on this agenda, about pending and contemplated litigation, or a settlement offer, or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of**

**Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.
U.S Realty 87 Azle Associates, LP vs. City of Azle.**

551.074 PERSONNEL MATTERS

- **Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager.**

7. Consider any action pursuant to Executive Session.

No action.

ADJOURNMENT

Mayor Goode adjourned at 9:09 PM.

Presented and approved on 04-07-2026.

Randa Goode, Mayor

Attest:

Yael Hoffman, TRMC, MMC
City Secretary



Presenter: Thomas Scott, Fire Chief

Agenda Item: Consider any action authorizing the City Manager to execute an interlocal agreement with the Tarrant County Emergency Services District No. 1 (ESD) for Fire/EMS services.

Background and Explanation:

For several years, the City has partnered with Tarrant County Emergency Services District No. 1 (ESD) to provide Fire and EMS services to areas just outside our city limits. The proposed agreement for the upcoming year includes some significant changes from previous contracts.

The total revenue from this agreement is \$865,318, which is already reflected in the proposed FY 2025-26 budget and consists of:

- \$351,667 will be received for fire protection in the area referenced in Appendix A. This amount is an increase of \$164,467 over last year's contract.
- For EMS services, the ESD is dispensing with the old point system for EMS billing. A new per-call cost model (see Appendix C) will be utilized with a projected revenue of \$488,651.
- In place of the grants the ESD has offered in the past, there will be an offset which will now provide a \$25,000 lump sum payment to help the City cover its operational costs.

This agreement also allows the City to keep using two (2) pieces of equipment the ESD purchased: the T-52 combination engine/water truck and the B-52 grass fire truck. These units are currently housed at the Fire Department.

If the agreement is not executed, the City will lose the use of these trucks immediately. That apparatus loss could trigger a downgrade of the City's ISO rating which will cause rate increases on residential/commercial insurance premiums.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Authorize the City Manager to execute the attached interlocal agreement.

Attachments:

1. Azle TCESD 1 AGREEMENT

WHEREAS, the DISTRICT has determined that it is in the best interest of the residents and property owners of the DISTRICT for the DISTRICT to enter into this Contract with the CITY; and

WHEREAS, the DISTRICT and the CITY each represent and warrant that each is in full compliance with all local, federal, and state laws applicable to its operations.

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I DEFINITIONS

Section 1.01 Findings of Fact – The DISTRICT and the CITY find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this Article I wherever they are used in this Contract.

ACT – Means Chapter 775, Texas Health and Safety Code, Section, as amended.

BREACH OF CONTRACT – Means an act or circumstance by either party to this Contract, which violates or results in non-compliance with this Contract or any provision herein.

CITY – Means the CITY OF Azle, Texas, a home rule municipality, duly organized and existing under the laws of the State of Texas, and in full compliance at all times with same.

CONTRACT – Means this Contract and any properly executed amendments or supplements hereto.

CURRENT DISTRICT POLICIES – Means DISTRICT policies if any, in effect on the Effective Date of this Contract.

DISTRICT – Means TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1, a political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act, and in full compliance at all times with same.

EMERGENCY MEDICAL SERVICES or EMS – means those activities required for and related to providing service as an “Emergency Medical Services Provider” as defined by Chapter 773, Texas Health and Safety Code.

EMERGENCY SERVICES – Means those EMS and/or Fire Services the CITY agrees to provide to the Service Area under the terms of this Contract. The specific Emergency

Services the CITY agrees to provide under this Contract are: All types of firefighting, rescue, and emergency medical response including ambulance transport if applicable to the contracting agency.

FIRE EXTINGUISHMENT SERVICES OR FIRE SERVICES – Means those activities which are required for and related to the control and extinguishment of fires.

SERVICE AREA – Means the geographic boundaries of a specific portion of the DISTRICT within which the CITY agrees to provide Emergency Services, which is described in **Appendix A**, attached hereto and incorporated herein for all purposes.

Section 1.03 Construction of Terms – If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II SERVICES TO BE PROVIDED

Section 2.01 General – During the term of this Contract, the CITY agrees to provide Emergency Services to the Service Area on a 24 hour per day seven days per week basis.

Section 2.02 Licenses and Certifications – The CITY agrees that it is legally licensed and certified to provide Emergency Services to the Service Area as called for by this Contract. The CITY further agrees to renew and maintain said licenses and certifications for the duration of this Contract.

Section 2.03 Dispatch Communications – The CITY agrees to utilize the Tarrant County Regional Communications Center (“TCRCC”) for all dispatch and fire ground communications subject to this Contract.

Section 2.04 Response Requirements

- A. **Proper Response.** For the purpose of this Section 2.04, a “Proper Response” means a CITY response to a call for assistance for Emergency Services within the Service Area that meets the same parameters for properly responding to a call for assistance for Emergency Services within the CITY’s own jurisdiction.
- B. **Minimum Response Requirement.** The CITY agrees that at least 80% of the calls for assistance for Emergency Services within the Service Area will receive a Proper Response. (“Minimum Response Requirement”).
- C. **Failure to Meet Minimum Response Requirement.**

1. Good Faith Meeting. If the DISTRICT believes that the CITY has failed to meet the Minimum Response Requirement for two (2) or more consecutive months, the parties agree to meet, upon written request of the DISTRICT, in good faith to review and discuss the response data and circumstances relating to the DISTRICT's determination.
2. Temporary Delay of Payment. If, after the meeting between the parties, the DISTRICT believes that the issue is likely to be repeated, the DISTRICT must notify the CITY in writing of its intent to temporarily delay any payment that may be due to be paid to the CITY for the next sixty (60) days to allow the CITY time to correct the issue to the DISTRICT's satisfaction.
3. Issue Corrected. At the conclusion of sixty (60) days, if the DISTRICT determines that the issue has been corrected, the DISTRICT must immediately release any payment that was temporarily withheld from the CITY during the correction period.
4. Issue Not Corrected. If, at the conclusion of sixty (60) days, the DISTRICT determines that the issue has not been corrected, the parties may mutually agree, in writing signed by both parties, to extend the time period for correction of the issue and must address whether the delay of payment is extended as well.
5. Termination Rights Not Affected. Nothing in this section or any other section of the Contract prohibits either party from exercising the right to terminate this Contract, with or without cause, upon sixty (60) days' written notice to the other party.

Section 2.05 Reports and Other Information

- A. Reports Required. As soon as practicable after the provision of Emergency Services in the Service Area, the CITY shall complete a basic incident report in the CITY's Record Management System ("RMS"). Reports shall be a complete and accurate description of the actions taken by the CITY's personnel and shall include an appropriate narrative section.
- B. RMS Purchase Authorized. In the event that the CITY and the DISTRICT do not already use the same RMS provider, the CITY and the DISTRICT may agree that the DISTRICT will purchase a license for the DISTRICT's preferred RMS software for the CITY to use to document Emergency Services provided under this Contract. The parties not required to enter into such agreement, and under no circumstances is the CITY required to obtain or utilize the DISTRICT's preferred RMS software.

- C. Other Report Requirement. The CITY agrees to participate in the National Response Information System (“NERIS”).

ARTICLE III EQUIPMENT, MAINTENANCE, AND OPERATION

Section 3.01 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have no responsibility or liabilities whatsoever for operating, maintaining, repairing, and ensuring any equipment by which Emergency Services are provided by the CITY except as outlined in **Appendix B**, attached hereto, entitled “Maintenance and Repair of DISTRICT-Owned Equipment.” Any other such responsibilities belong solely to the CITY.

Section 3.02 ISO Rating – In order to accomplish a county-wide Insurance Services Office (“ISO”) rating improvement, the CITY agrees that all of its apparatus are equipped in accordance with the latest adopted version of National Fire Protection Association (“NFPA”) 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961; and
- Test its full complement of ground ladders in accordance with NFPA 1932; and
- Test the pumps of its Class A Engines in accordance with NFPA 1911.

Section 3.03 Inspection of Equipment

- A. Right to Inspect. The DISTRICT has the right to inspect DISTRICT-owned equipment and records related to maintenance of DISTRICT-owned equipment, if any, in possession of the CITY upon reasonable request.
- B. Re-Inspection. In the event that the DISTRICT notifies the CITY in writing that it has determined, based on an inspection made under this section, that DISTRICT-owned equipment is not in operating condition based on the NFPA standards described in Section 3.02, the CITY will authorize a re-inspection of such equipment by the DISTRICT to be conducted within fifteen (15) days.
- C. Temporary Delay of Payment. In the event that the DISTRICT determines, based on a re-inspection made under this section, that the DISTRICT-owned equipment is still not in operating condition based on the NFPA standards described in Section 3.02, the DISTRICT must notify the CITY in writing of its intent to temporarily delay any payment that may be due to be paid to the CITY for the next sixty (60) days to allow the CITY time to correct the issue to the DISTRICT’s satisfaction.

- D. Issue Corrected. At the conclusion of sixty (60) days, if the DISTRICT determines that the issue has been corrected, the DISTRICT must immediately release any payment that was temporarily withheld from the CITY during the correction period.
- E. Issue Not Corrected. If, at the conclusion of sixty (60) days, the DISTRICT determines that the issue has not been corrected, the parties may mutually agree, in writing signed by both parties, to extend the time period for correction of the issue and must address whether the delay of payment is extended as well.
- F. Termination Rights Not Affected. Nothing in this section or any other section of the Contract prohibits either party from exercising the right to terminate this Contract, with or without cause, upon sixty (60) days' written notice to the other party.

Section 3.04 Out of Service Apparatus and Equipment – The CITY shall notify TCRCC when, for any reason, DISTRICT-owned equipment is out of service for more than twenty-four (24) continuous hours. When the DISTRICT-owned equipment is put back in service the CITY will notify the TCRCC of same.

ARTICLE IV INSURANCE AND INDEMNIFICATION

Section 4.01 Workers' Compensation Coverage – The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 4.02 Assignment of Liability – The CITY shall be responsible for any civil liability or costs that may arise from the Emergency Services that the CITY provides under this Contract. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that “the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services.” The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Contract is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the “district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract.” It is expressly understood and agreed, however, that in the execution of this Contract,

neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 4.03 Line of Duty – When an employee or volunteer of the responding CITY is performing duties under the terms of this Contract, that person is considered to be acting in the line of duty for the CITY for the purposes of 32 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty for the CITY under this Contract. This section does not increase the DISTRICT’s liability under this Contract.

ARTICLE V PAYMENTS BY DISTRICT

Section 5.01 Fire Service Compensation – the DISTRICT agrees to pay the CITY an estimated total sum of \$351,667 during the term of this Contract for Fire Services provided by the CITY in the Service Area. The DISTRICT will make equal quarterly payments to the CITY in the amount of \$87,917 per quarter based on this estimated total sum, with the final quarterly payment being subject to adjustment based on the pricing and payment details set forth in **Appendix C**, attached hereto, entitled “Funding Mechanism, Response Expectations, and Response Reporting.”

Section 5.02 EMS Compensation – If provided by the CITY under this Contract, the DISTRICT agrees to pay the CITY an estimated total sum of \$488,651 during the term of this Contract for Emergency Medical Services provided by the CITY in the Service Area. The DISTRICT will make equal quarterly payments to the CITY in the amount of \$122,163 based on this estimated total sum, with the final quarterly payment being subject to adjustment based on the pricing and payment details set forth in **Appendix C**.

Section 5.03 Additional Funding Details – In order to receive the payment due for each quarter, the CITY will provide to the DISTRICT a fiscal year-to-date summary report of all incidents responded to in the Service Area by the CITY. Additional details regarding funding, final quarterly payment calculation, the payment schedule, and response expectations are included in **Appendix C**. All funds to be provided hereunder shall be from current funds only.

Section 5.04 Initial Lump Sum Payment – In addition to the monetary amounts set forth in Sections 5.01 and 5.02, and prior to the payment of any of the above-described quarterly payments, the DISTRICT will pay the CITY a lump sum of twenty-five thousand

and 00/100 (\$25,000.00) by October 31st of the current fiscal year. This payment is intended to help offset the operational costs of the CITY.

Section 5.05 Use of District Funds – Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the CITY are for maintenance and operation expenses only in the provision of the Emergency Services set forth herein, and the CITY, unless otherwise agreed to by the parties in writing, shall not use any DISTRICT allocated funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the CITY shall remain the sole property of the CITY, unless DISTRICT allocated funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property owned by the CITY, except for real or personal property purchased with DISTRICT allocated funds. The DISTRICT's payments made to the CITY for services rendered under this Contract do not create an ownership interest in the real and personal property of the CITY.

ARTICLE VI ASSIGNMENT AND MODIFICATION

Section 6.01 Assignment – This Contract shall not be assignable by the CITY or the DISTRICT in whole or in part without obtaining the prior written consent of the other party. Further, this Contract may be modified only upon the prior written consent of the parties. In the event that either the CITY or the DISTRICT desires a change in the Service Area or the scope of Emergency Services to be rendered hereunder, this Contract may be amended, and the payments may be adjusted accordingly but only upon the prior written agreement of both parties. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of the CITY without the CITY'S prior written approval.

ARTICLE VII MISCELLANEOUS

Section 7.01 Compliance with Law – The CITY and DISTRICT shall observe and comply with all local, state, and federal laws, rules, and regulations applicable to the performance of obligations under this Contract.

Section 7.02 Term – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2025 and ending at 12:00 midnight on September 30, 2026. It is understood by THE CITY and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2026.

Section 7.03 Termination – Notwithstanding any other language or provision in this Contract, either party may elect to terminate this Contract with or without cause upon 60 days' written notice to the non-canceling party. In the event of termination, the DISTRICT

will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Contract during the period of time leading up to the termination date.

Section 7.04 Liaison – The CITY Manager, Administrator of Record (Sec 773.05711), or designee shall be the liaison with the DISTRICT.

Section 7.05 Notices – All notices required or permitted to be sent hereunder shall be deemed received three (3) days after the date sent by electronic mail, addressed to the party at the electronic mail address set forth below, three (d) days after the date sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, or on the day actually received if sent by courier or otherwise hand-delivered to the following addresses:

If to the **DISTRICT**:

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO.1
ATTN: Executive Director
4900 River Oaks Blvd.
River Oaks, TX 76114
Email: russell.shelley@tarrantesd1.org
With a copy to: alicia.johnson@tarrantesd1.org

If to the **CITY**:

CITY OF Azle
ATTN: Fire Chief Will Scott
[505 W. Main St.
Azle, TX 76020
Email: tscott@cityofazle.org

The DISTRICT or the CITY may, by notice hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.06 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the CITY, and their respective successors and assigns.

Section 7.07 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.08 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.09 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.10 Independent Contractor; Implied Rights; Conferring Rights – Nothing in this Contract shall be construed as creating a partnership, association, or joint venture. No party shall be deemed to control the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the CITY is an independent contractor with the right to supervise, manage, control, and direct the performance of Emergency Services provided under this Contract. The parties do not intend to create any obligations express or implied other than those specifically set forth herein and this Contract will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Contract. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Contract. By entering into this Contract, neither the DISTRICT nor the CITY waives, nor shall either party be deemed to waive, any rights, defenses, or immunities either party may have under any applicable federal, state, or local statute, law, rule or regulation. Additionally, this Contract does not confer any rights on third parties who are not signatories to this Contract. Therefore, no person may bring suit against the CITY or the DISTRICT regarding the performance of this Contract as a third-party beneficiary of this Contract.

Section 7.11 Non-Exclusive Agreement – In order to ensure to the greatest extent practical that there will be sufficient equipment and emergency resources available to the DISTRICT, the parties acknowledge that the CITY may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 7.12 Governing Law – This Contract will be governed by the laws of the State of Texas, and venue for any action concerning this Contract shall lie in Tarrant County, Texas.

Section 7.13 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver or breach of any term or condition of this Contract shall be construed to waive any subsequent waiver or breach of the same or any other term or condition of this Contract.

Section 7.14 Force Majeure – To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, pandemic or epidemic, or of act of God, then, in such

event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.


Section 7.15 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

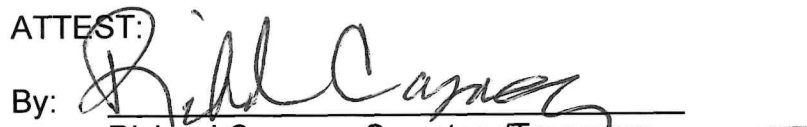
Section 7.16 Communications – The parties acknowledge that the typical form of regular communications between the DISTRICT and the CITY regarding the services provided under this Contract is e-mail. Therefore, it is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

DISTRICT SIGNATURE

Signed this 19 day of march, 2026.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT #1
4900 River Oaks Blvd.
River Oaks, TX 76114

By: 
Donnie Davis, President

ATTEST:
By: 
Richard Casarez, Secretary/Treasurer

CITY SIGNATURE

Signed this _____ day of _____, 2026.

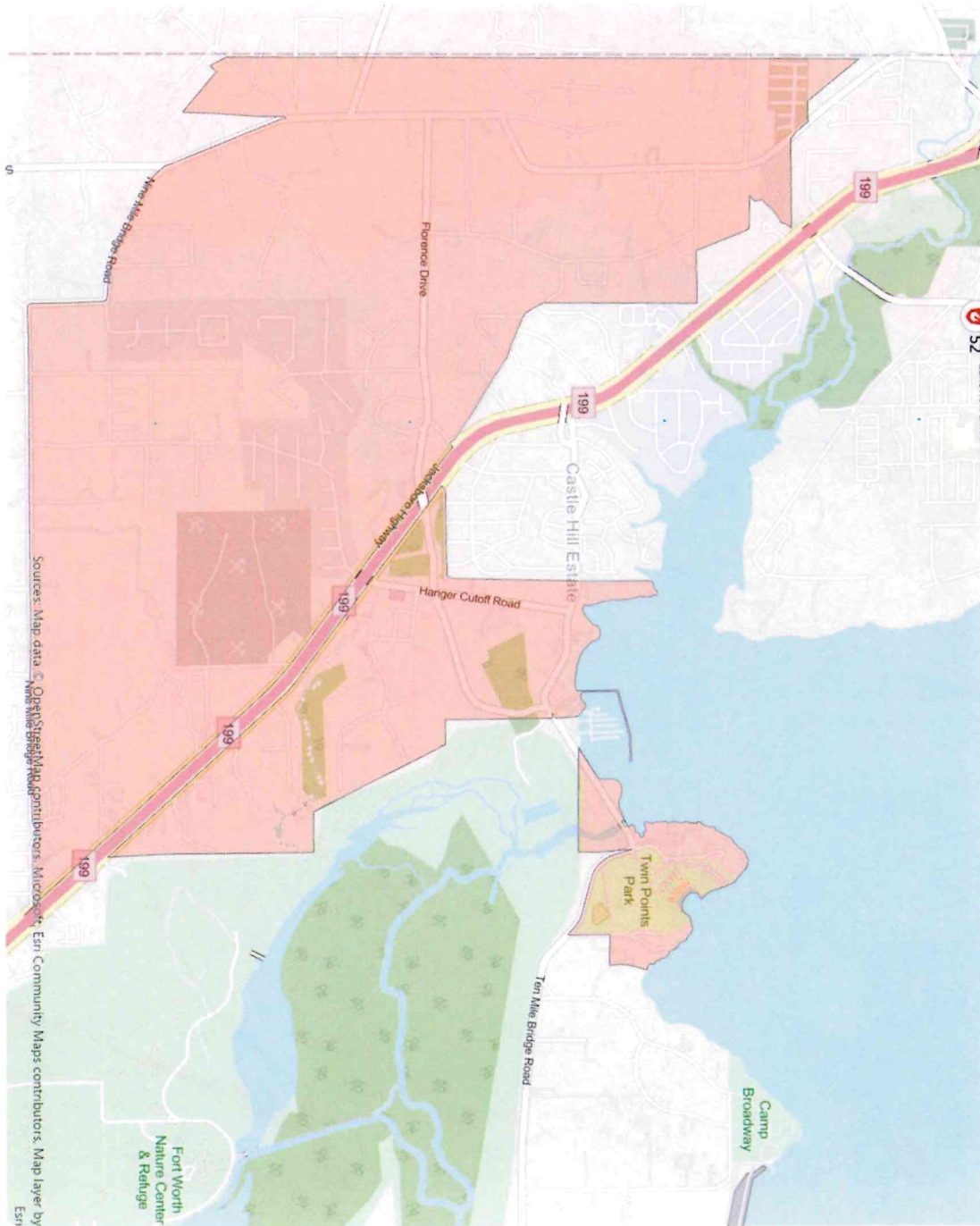
**CITY OF Azle
505 W. Main St.
Azle, TX 76020**

By: _____
[NAME, TITLE]

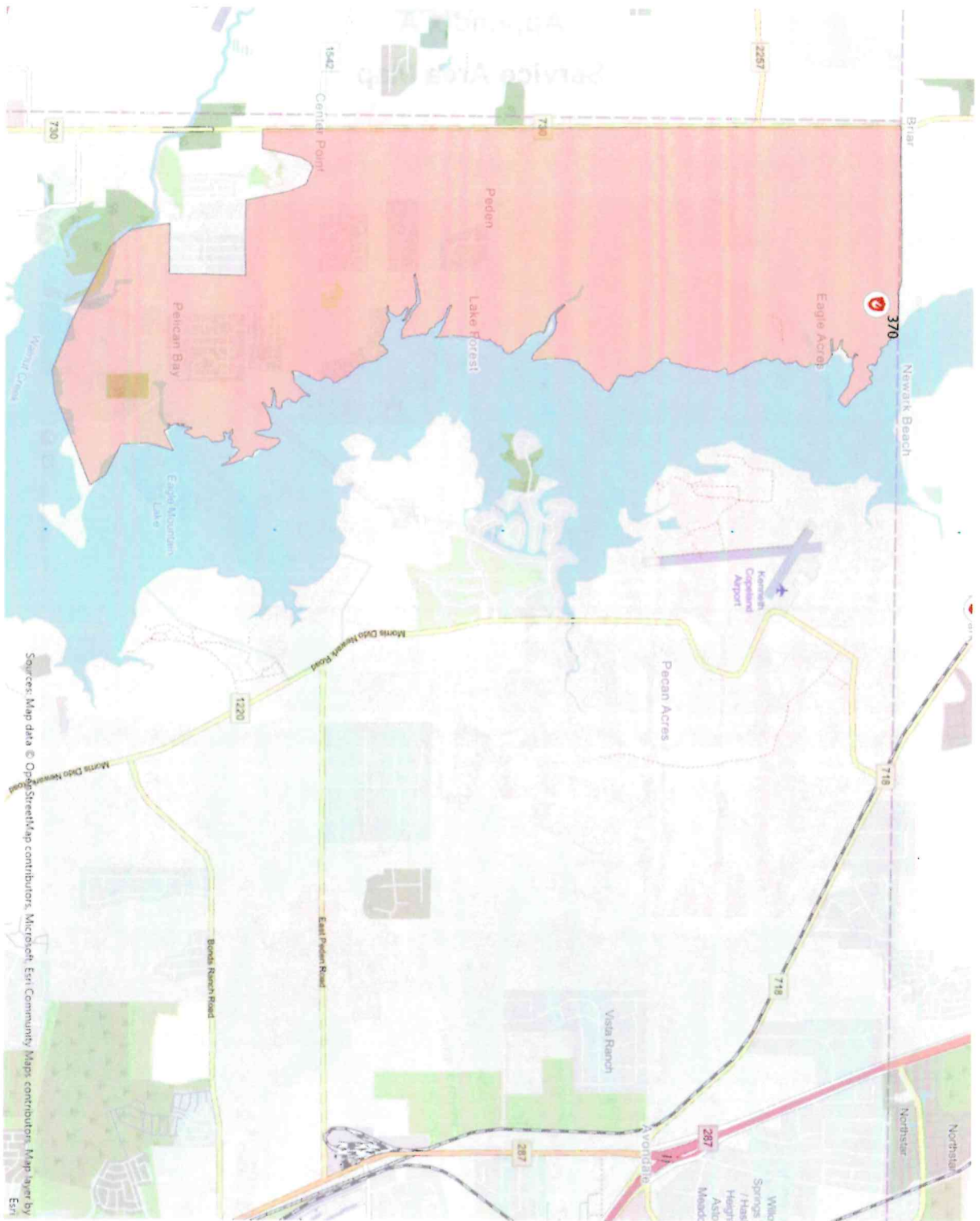
ATTEST:

By: _____
[NAME, CITY SECRETARY]

Appendix A Service Area Map



Primary Fire and EMS Transport response area



Primary EMS Transport Service Area

Appendix B

Maintenance and Repair of DISTRICT-Owned Equipment

The DISTRICT may provide equipment such as water tenders and/or brush trucks to the entities providing services to the DISTRICT. The specific equipment provided by the DISTRICT to the CITY under this Contract is as follows: Brush truck and water tender (the "Equipment"). The Equipment is owned and insured by the DISTRICT, but the CITY is permitted to use the Equipment, not only for the purpose of providing Emergency Services under this Contract, but within its own community and in service to its mutual aid partners, if any, as well. Therefore, maintenance and repair of the Equipment will be shared between the DISTRICT and the CITY as follows:

DISTRICT Responsibilities for Maintenance & Repair:

- (1) Annual comprehensive preventative maintenance service
- All unexpected repairs that are over \$500
- Replacement of tires every two years
- Annual pump testing
- Repair or replacement of DISTRICT-provided loose equipment items

CITY Responsibilities for Maintenance & Repair:

- All light bulbs, added operating fluids, windshield wipers, and any other minor maintenance items
- Unexpected repairs that are less than \$500
- Annual hose and ladder testing if applicable

Appendix C Funding Mechanism, Response Expectations, and Response Reporting

The following information is meant to clarify the FY 2026 funding mechanism and to provide additional detail regarding the expectations of the DISTRICT for the various entities providing services to the DISTRICT.

Purpose of Funding Mechanism

- The purpose and intent of the funding mechanism for FY 2026 is to ensure that each entity providing services to the DISTRICT is compensated fairly when analyzed on a per call or per incident basis.
- Funding for FY 2026 is structured, in basic terms, as follows: an initial lump sum payment of \$25,000.00 paid by the DISTRICT in October, followed by four (4) quarterly payments that are equal in amount, with the final quarterly payment subject to adjustment based on the pricing and calculations provided herein.

Payment Schedule

The DISTRICT will make quarterly payments as follows:

Q1: Oct, Nov, Dec

- Amount of \$87,917 Paid by Jan 25th

Q2: Jan, Feb, March

- Amount of \$87,917 Paid by April 25th

Q3: April, May, June

- Amount of \$87,917 Paid by July 25th

Q4: July, Aug, Sep

- Paid by October 25th according to the pricing and calculations set forth below.

Calculation of Final Quarterly Payment

The final quarterly payment will be calculated by increasing or decreasing the quarterly payment of \$87,917 based on the actual number and type of responses that each entity provided in the entity's Service Area within the DISTRICT during the entire term of this Contract, according to the pricing contained herein.

Fire Response/EMS First Response Funding:

- \$1,300.00/fire incident for fire responses. Fire responses include all types of fires, investigations, major accidents, Haz Mat related incidents, and technical rescues.
- In the event of a large-scale incident of any nature, which is defined as an incident lasting more than six (6) hours, all responding entities will receive a stipend of \$1,000.00 to offset expenses for an incident of this nature.
- Emergency medical incidents of priority 1 or 2 nature (life threatening or potentially life threatening) as determined by emergency medical dispatch will be funded at a rate of \$350.00 per incident for one Basic Life Support first response unit with at least two medically certified (ECA or greater) personnel. Advanced Life Support first responses will be funded at \$500.00 per incident with the same minimum staffing requirements.
- Service call responses such as lift assists and welfare checks will be funded at \$350.00 per incident.
- Cancellations while enroute, no incident found, deceased on scene, and similar type responses will be funded at \$250.00 per incident.
- Community activities such as smoke detector installs, PR event attendance, and the like do not qualify for funding from the DISTRICT.

EMS Transport Funding:

- Ambulances responding for the transport of sick or injured parties will be paid at a rate of \$750.00 per transport.
- Incidents requiring transport services from more than one ambulance will be paid at the same \$750.00 rate for a transport.

- There will be no additional fee paid if more than one patient is transported in the ambulance at the same time.
- Transport refusals at the patient's discretion will be paid at a rate of \$400.00.
- If an ambulance is cancelled while still responding to an incident, a fee of \$250.00 will be paid to the responding agency.
- Monthly reports that summarize all responses by type (form will be provided) will be required prior to issuance of quarterly payments.

Payment Schedule

The DISTRICT will make quarterly payments as follows:

Q1: Oct, Nov, Dec

- Amount of \$122,163 Paid by Jan 25th

Q2: Jan, Feb, March

- Amount of \$122,163 Paid by April 25th

Q3: April, May, June

- Amount of \$122,163 Paid by July 25th

Q4: July, Aug, Sep

- Paid by October 25th according to the pricing and calculations set forth below.

Calculation of Final Quarterly Payment

The final quarterly payment will be calculated by increasing or decreasing the quarterly payment of \$122,163 based on the actual number and type of responses that each entity provided in the entity's Service Area within the DISTRICT during the entire term of this Contract, according to the pricing contained herein.

DISTRICT Expectations:

- An entity providing services in the DISTRICT will respond to calls for assistance in the entity's Service Area within the DISTRICT with a single, properly staffed and equipped fire apparatus or ambulance (as applicable) with the appropriate number of staff of certified personnel.

- There is no requirement or expectation for any entity to provide a multi-unit response.
- An entity providing services within the DISTRICT may, in its sole discretion, choose to send an additional single, properly staffed and equipped fire apparatus with the appropriate number of staff of certified personnel to ensure adequate resources arrive within the initial and most critical time period for operational effectiveness and the safety of responding personnel. The DISTRICT will reimburse the cost of the additional fire apparatus at the rate of \$1,300.00. For clarity, this means that a fire response call is paid at the rate of \$1,300.00, and an entity can be reimbursed an additional \$1,300.00 under this provision for a total payment of \$2,600.00 for the call. The DISTRICT will only support this provision for confirmed working structure fires.
- When a responding entity's Chief Officer or Company Officer, not arriving as or being part of an apparatus crew, performs the critical role of Incident Commander ("IC") for a confirmed structure fire, large scale grass fire, vehicle accident involving extrication, or other critical, large-scale, complex incident, the DISTRICT will reimburse the cost of the IC at the rate of \$750.00.
- The DISTRICT will only provide additional compensation for providing a multi-unit response or engaging Officer-level personnel to serve as IC as provided in this Appendix C. The decision to provide these services in amounts beyond those specified herein, is solely at the discretion (and cost) of the entity.
- When providing services within the DISTRICT, the apparatus staffing standards applied shall mirror the apparatus staffing standards employed for incidents occurring within the responding entity's original jurisdiction. The DISTRICT's staffing standard requires a minimum of three (3) certified personnel on a fire engine, one (1) firefighter on a water tender, and two (2) personnel on a brush truck.
- Completion of the provided form for response documentation will be the primary means of response tracking. In the event of any concerns involving responses

and/or response types, the entities providing services will cooperate in providing the DISTRICT with access to incident reports and/or dispatch information.

[SEE NEXT PAGE FOR FIRE AND EMS FUNDING WORKSHEETS]

Fire Funding Worksheet

Month	Fires, MVA's, Rescues	Fee	ALS First Response	BLS First Response	Fee	Service Incidents	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0			\$0		\$0		\$0	0	\$0
November		\$0			\$0		\$0		\$0	0	\$0
December		\$0			\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0			\$0		\$0		\$0	0	\$0
February		\$0			\$0		\$0		\$0	0	\$0
March		\$0			\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0			\$0		\$0		\$0	0	\$0
May		\$0			\$0		\$0		\$0	0	\$0
June		\$0			\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0			\$0		\$0		\$0	0	\$0
August		\$0			\$0		\$0		\$0	0	\$0
September		\$0			\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0

EMS Funding Worksheet

Month	Ambulance Transports	Fee	No Transport	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0		\$0		\$0	0	\$0
November		\$0		\$0		\$0	0	\$0
December		\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0		\$0		\$0	0	\$0
February		\$0		\$0		\$0	0	\$0
March		\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0		\$0		\$0	0	\$0
May		\$0		\$0		\$0	0	\$0
June		\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0		\$0		\$0	0	\$0
August		\$0		\$0		\$0	0	\$0
September		\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	\$0	0	\$0	0	\$0



Presenter: Kristen Pegues, Community & Marketing Specialist
Agenda Item: Consider any action on the Facade and Signage Improvement Program application for Prep and Crave at 128 Park Place.

Background and Explanation:

This Facade and Signage Improvement Program application is for a new sign at 128 Park Place for the new tenant, Prep and Crave. The applicant has submitted two (2) competitive bids, and the proposed sign meets all applicable requirements of the City's Sign Ordinance.

The total estimated cost of the project is \$3,332.65, and the applicant is seeking reimbursement in the amount of \$1,666.33.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve the grant application.

Attachments:

1. Prep and Crave Application

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 Lacey Tomb	Date 2.28.21
Business Name Prep and Crave	
Mailing Address 128 Park Place, Azle, TX 76020	
Contact Phone 817-629-2857	
Email Address prepandcrave@gmail.com	
Building Owner (if different than applicant) Mayfield Beltline LP, managed by Woodcrest Capital	
Project Site/ Address 128 Park Place, Azle, TX 76020	County Tarrant

Type of Work: (check all that apply)

- Façade/Building Rehab Roofing Landscaping
 Parking & Driveways Awnings Pedestrian Amenities
 Signage Outdoor Seating/Patio

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

Removal of Fro-Zone sign and installation of cloud front-lit channel letter direct mounted fabricated Prep and Crave sign.

How will this project benefit the community?

This project will help the community easily see and find our business to quickly grab convenient meals for individuals & families.

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

Total General Project grant request may not exceed 50% of TOTAL COST up to \$10,000, or \$25,000 for Main Street projects

Signage Project Expenditures	Total Estimated Costs	50% Grant Requested
Signage	\$ 3,332.65	\$ 1,666.33
Total	\$ 3,332.65	\$ 1,666.33

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

Request Total	\$ 1,666.33
----------------------	--------------------

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


Applicant Signature

2-28-26

Date


Property Owner Signature

Shelley McMahon
with Mayfield Bethline LP

10-28-2025

Date

Application Checklist

- ✓ Completed application with details of planned improvements
- ✓ Copies of itemized 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

Bid # 1

Mosquito Signs LLC
6960 Marvin D. Love Fwy A, Dallas, TX
75237 A
Dallas, TX 75237 USA
4694129771
sales@mosquitosigns.com



INVOICE

BILL TO
tracy tomb

INVOICE # 3084
DATE 03/02/2026
DUE DATE 03/02/2026
TERMS Due on receipt

DATE	PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
03/02/2026	Front Lit Shape Sign	with tax	1	3,235.59	3,235.59
	Cards (2.99% per transaction)	if not paying with card doesn't card traction fee	1	97.06	97.06

Please contact our billing department to notify your payment method.
INFORMATION FOR PAYMENT

Zelle:
Christian Alvarado
(214) 985-7428

SUBTOTAL	3,332.65
TAX	0.00
TOTAL	3,332.65
BALANCE DUE	\$3,332.65

Wire Transfer:
Pay to the order of: Mosquito Signs LLC
Account Number: 488126229484
Wire Number:026009593

1. QUOTES ARE GOOD FOR 30 DAYS.
2. A DEPOSIT OF 50% IS REQUIRED BEFORE PROJECT BEGINS AND THE REMAINING BALANCE WILL BE COLLECTED PRIOR TO INSTALLATION DATE UNLESS OTHERWISE STATED.
3. ONCE FABRICATION HAS STARTED ,THE DEPOSIT IN NONREFUNDABLE.
4. WE ARE NOT RESPONSIBLE FOR ANY MOTHER NATURE OR INCIDENTAL CAUSE.
5. 1.5% LATE FEE FROM YOUR TOTAL EVERY DAY AFTER THE FINAL NOTICE.
- 6.1 YEAR WARRANTY (APPLY JUST FOR LIT SIGNS)

shapel/cloud front lit channel letter
mounted direct mounted
permit, fabrication and install
\$2,989+tax

10.28.2025.
S. McManis
Approved.

92"



Bid #2



PURCHASE AGREEMENT

This Purchase Agreement subject to the Terms & Conditions attached

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

Prepared by: **Roger Carroll**
Phone:
Email: **roger@mello-signs.com**

Created Date: **24 Oct 2025**

This Purchase Agreement made and entered into this day between Mello Signs (Seller) and Prep & Crave (Purchaser)

Project Scope: **Prep & Crave**
Contact Name: **Lacey Tomb**

Account: **Prep & Crave**
Address: **128 Park Place, Azle, TX 76020**
Phone: **8176292857**
Email: **prepandcrave@gmail.com**

Project Scope	
ADDRESS 128 Park Place, Azle, TX 76020	\$0
Sign 1 - manufacture interior lit Cabinet (cloud type) 27" X 81" overall	\$2,828.25
Sign 1 - install interior lit Cabinet (cloud type) 27" X 81" overall	\$1,643.25
Permit Acquisition (cost of permits billed at final invoice)	\$450
Survey	\$580
SUBTOTAL	\$5,501.5
Tax	\$453.87
CONTRACT TOTAL	\$5,955.37
Deposit	\$2,977.69
Due and Payable Immediately Upon Completion	\$2,977.69

MELLO ACCEPTANCE	CUSTOMER ACCEPTANCE
Seller: Mello Marketing, LLC DBA Mello Signs 990 Haltom Rd, Suite 110 Fort Worth, TX 76117	Purchaser: _____ _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

Terms and Conditions

Seller agrees to sell, and Purchaser agrees to buy, subject to the terms and conditions in this agreement, an advertising display hereinafter called the Display. The display shall be deemed personal property at all times and shall not by any reason of attachment or connections to any realty be deemed a fixture or an appurtenance to such realty.

The Displays identified and covered in this agreement include a 1-year warranty* including parts and labor for any faulty fabrication or installation in addition to and excluding damages by accident, vandals, and acts of God. Manufacturer warranties on Electrical components can vary from 1-5-year warranty based on

Bid #2

Manufacturer.

The Title to the Display remains to Seller until full payment is received from Purchaser. Should Purchaser fail to pay full amount due to Seller after completion of Install, Seller has the rights to retake said display as seller feels necessary to bring suit for balance due to Seller under this agreement. Purchaser agrees to pay a rate of 20% per annum on any amounts past due and owing after default, plus attorney fees incurred in the collection process of all past due accounts.

Fabrication and Installation of Display are subject to delay by fire, strike, unforeseen delay, government regulations, government restrictions, acts of God, and any accidental forces beyond the Sellers control.

Displays requiring Engineering stamp will be designed for maximum, 30pounds per square foot wind load with normal soil conditions unless otherwise specified. Purchaser may be required to furnish municipals engineering criteria for certification.

Permits and fees required by any government agencies with jurisdiction over the installation of the Display or obtaining any landlord approval for installation of the Display, is to be the responsibility of the Purchaser. Seller will help Purchaser to the best of their ability in obtaining any permits or approvals for Installation.

Installation prices in agreement are subject to change where excess rock, concrete, roots, or any other unforeseeable foundation conditions occur.

Any necessary wiring, and primary electrical hook up from electrical source to the location of the Display to be the responsibility of the Purchaser.

No cancellations will be accepted after material has been ordered or fabrication has started.

Purchaser agrees to allow the Seller to use the use of the Display in any and all advertising and marketing including but not limited to website, flyers, brochures, business cards, plus any and all ads.

It is further agreed that this contract is not subject to countermand and will not become binding on Seller until approved by the executive officer of the Seller.

Upon installation, by providing a cell phone contact number you agree to text alerts for the Installation Team arrival.

Initial ____ 3.5% Late fee added to total amount owed on all invoices paid after term

Initial ____ 20% Cancellation fee for signed Purchase Agreement/purchase orders

*1-year warranty is on new/fabricated signs by Mello Signs. (Excludes lamps and Bulbs)

X _____
Purchasers Signature

Date: _____

WOODCREST CAPITAL

October 28, 2025

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

Dear City Representative,

This letter serves to confirm that Prep and Crave Co. has obtained approval from Mayfield Beltline LP d/b/a Park Place Plaza to install signage in accordance with applicable city requirements and to participate in the Facade and Signage Improvement Program at the property located at 128 Park Place, Azle Texas 76020.

All proposed signage and participation activities have been reviewed and approved by property management as consistent with the property's standards and lease requirements.

If you have any questions or need additional documentation, please feel free to contact me directly at 817-381-2014 or shelley@woodcrestcapital.com.

Best Regards,


Shelley McMahon
Property Manager
Woodcrest Capital



Presenter: Ben Hall, Police Chief

Agenda Item: Consider any action on Ordinance No. 2026-08 amending Article 12.05 "Parking" by adding "No Stopping, Standing, Loading and Unloading" on 1100 and 1200 Block of Boyd Road

Background and Explanation:

Azle ISD requested that we partner with TxDOT to draft an ordinance prohibiting vehicles from stopping to drop off/pick-up students on the east shoulder of Boyd Road in the 1100 and 1200 block ranges.

Boyd Road is a high-volume roadway, and students entering and exiting vehicles on the shoulder to avoid 'drop off' and/or 'pick-up' lines represents a significant safety concern. The school district reports that vehicles are stopping and moving in and out of traffic lanes while other vehicles are loading or unloading children, creating 'near misses'. It is the intent of the school district police department to assist in enforcing this ordinance.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Adopt the proposed ordinance.

Attachments:

1. Ordinance 2026-08

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, AMENDING ARTICLE 12.05, "PARKING," BY ADDING A SECTION 12.05.009, "NO STOPPING, STANDING, PARKING, LOADING, OR UNLOADING," TO PROHIBIT THE STOPPING, STANDING, AND PARKING OF VEHICLES AND THE LOADING AND UNLOADING OF PASSENGERS FROM VEHICLES IN A DEFINED LOCATION DUE TO SAFETY CONCERNS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has the authority to regulate the stopping, standing, and parking of vehicles and the locations at which passengers may be loaded or unloaded within the city limits of the City; and

WHEREAS, the City Council has determined that it is in the best interest and for the safety of the citizens and community to prohibit the stopping, standing, and parking of vehicles and the loading and unloading of passengers on the roadway north of Azle High School on the roadway known as FM 730 North/ Boyd Road; and

WHEREAS, the Texas Department of Transportation has authorized the City of Azle to cause signs to be placed along the eastern side of such roadway, which is more particularly described in **Exhibit A**, attached hereto, calling to the public's attention that the stopping, standing, and parking of vehicles and the loading and unloading of passengers is prohibited in the designated location; and

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

SECTION 1.

Chapter 12, "Traffic and Vehicles," Article 12.05, "Parking," of the Code of Ordinances, City of Azle, Texas is hereby amended by adding Section 12.05.009, "No Stopping, Standing, Parking, Loading or Unloading," to read as follows:

“§ 12.05.009 No Stopping, Standing, Parking, Loading or Unloading.

- (a) An operator may not stop, stand, or park a vehicle or load or unload passengers in the location(s) described in **Exhibit A**, attached hereto and incorporated herein by reference, as marked by an official sign as referenced in (b).
- (b) The city manager shall cause to be placed along the eastern side of the roadway described in **Exhibit A**, signs calling to the public’s attention that stopping, standing, parking, loading and unloading is prohibited in the designated location.”

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

All rights and remedies of the City of Azle are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Azle, Texas, as amended, or any other ordinances affecting parking which 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, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

This ordinance shall be recorded by the City Secretary of the City of Azle in a book kept for that purpose under full caption and shall be authenticated by the signature of the presiding officer and the person performing the duties of the City Secretary.

SECTION 7.

The City Secretary of the City of Azle is hereby directed to publish caption, penalty clause, and effective date clause in the official newspaper at least once within ten (10) days after the passage of this ordinance.

SECTION 8.

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

PASSED AND APPROVED ON THIS ____ DAY OF ____, 2026, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF AZLE TEXAS.

Randa Goode, Mayor

ATTEST:

Yael Hoffman, City Secretary

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Presenter:

Agenda Item: Consider any action pursuant to Executive Session.

Background and Explanation:

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

None