



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

July 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

J.K. Weger - Minister of Music and Worship Arts at Ash Creek Baptist Church

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

PRESENTATIONS

1. Human Resources annual presentation.
Cat Schlueter, Human Resources Director

ACTION ITEMS

2. Consider any action on the 06-02-2026 regular council meeting minutes and the 06-16-2026 budget Workshop meeting.
Yael Hoffman, City Secretary
3. Consider any action regarding a request from the Azle Area Chamber of Commerce for street closures, traffic control, security, use of the Azle Memorial Library parking lot, and waiver of fees and permits for the annual Sting Fling Festival, and approve Resolution No. 2026-13.
Amber Beard, City Manager
4. Consider any action on resolution 2026-14 amending Resolution #2026-06 for the bullet-resistant upgrades to patrol vehicles grant project
Mike Winterrowd, Administrative Corporal
5. Consider any action on the Facade and Signage Improvement Program application for Scramblers Golf Club Fort Worth, 1000 Boyd Road.
Kristen Pegues, Community & Marketing Specialist

PUBLIC HEARING

6. Conduct a public hearing and consider any action on Ordinance No. 2026-20 regarding a proposed Planned Development District (PD) Amendment request for Roeser Addition, Phase I to add an additional residential lot and increase the total number of residential lots from sixteen (16) to seventeen (17) lots on approximately 28.25 acres of land situated in the J. Wilcox Survey, Abstract No. 1727, City of Azle, Tarrant County, Texas, and being described as Lots 1-16, 1X & 2X, Block 1, Roeser Addition, a plat recorded in Document No. D224029136, Plat Records, Tarrant County, Texas. The property is generally located on the north and south sides of Park Street approximately 2,100 feet east of South Ash Avenue. Case No. Z2026-03

David Hawkins, Director of Planning and Development

7. Conduct a public hearing and consider any action on Ordinance No. 2026-21 regarding voluntary annexation of approximately 1.61 acres of land located in the John See Survey, Abstract No. 1192. The subject property is located on the southwest corner of the S FM 730 and Main Street intersection and addressed as 13551 FM 730 S.

David Hawkins, Director of Planning and Development

8. Conduct a public hearing and consider any action on Ordinance No. 2026-22 regarding a Specific Use Permit request to operate a “smoke shop and tobacco store” business for property located at 342 Northwest Parkway, Suite 202 and also known as Lot 1, Block 1, Stardust Addition. The property is located on the southeast corner of the Northwest Parkway and Dunaway Lane intersection. The applicant is requesting a Specific Use Permit to operate a “smoke shop and tobacco store” business at this location. Case No. SUP2026-04

David Hawkins, Director of Planning and Development

9. Conduct a public hearing and consider any action on Ordinance No. 2026-19 regarding text amendments to Chapter 1 “General Provisions”, Chapter 4 “Business Regulations”, Chapter 6 “Health and Sanitation”, Chapter 14 “Zoning Ordinance”, and Appendix A - Fee Schedule of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider amendments to the regulations for Food Trucks and Food Truck Parks.

Kristen Pegues, Community & Marketing Specialist

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

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.

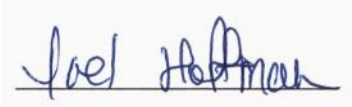
- U.S Realty 87 Azle Associates, LP vs. City of Azle

10. Take any action pursuant to executive session.

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 06/30/2026, 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.

A handwritten signature in blue ink that reads "Joel Hoffman". The signature is written in a cursive style and is positioned above a horizontal line.

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: Cat Schlueter, Human Resources Director

Agenda Item: Human Resources annual presentation.

Background and Explanation:

Annual Department Presentation.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

None



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on the 06-02-2026 regular council meeting minutes and the 06-16-2026 budget Workshop meeting.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. 06-02-2026 Minutes
2. WorkShop Mintues 06-16-2026



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

June 2, 2026

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Goode called the meeting to order at 6:11 PM

Members Present:

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

Staff Present:

Amber Beard	City Manager
Yael Hoffman	City Secretary
Susie Hiles	Assistant to the City Manager
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Kevin Rogers	Interim Police Chief
David Hawkins	Director of Planning and Development
Rick White	Director of Public Services
Kristen Pegues	Community & Marketing Specialist
Victor Gonzales	Assistant Library Director

INVOCATION

Councilmember Rothenberger gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Goode led the Pledge of Allegiance.

PUBLIC PARTICIPATION

None.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- **June 4** – Bingo Night at The FeedLot, 7 PM (Fundraiser for Future, Hope, and Healing)
- **June 5** – Music in the Park: Jeremy Young & the Like Combs Band (Luke Combs tribute)
- **June 12** – Music in the Park: Hard Night's Day (Beatles tribute band)
- **June 12–13**– Beatles Weekend in Azle - June 13: Come Together event at The FeedLot featuring Beatles music, food trucks, trivia, prizes, and a community sing-along
- **June 15** – US Junior Amateur Boys Qualifier, 7:30 AM (Public welcome to watch)

- **June 15** – Stribling Dr. reconstruction begins (SH 730 to Kimbrough Rd), weather permitting
- **June 16** – City Council Budget Workshop
- **June 19** – Coffee with the First Responders, 8:30 AM at 500 Boyd Ct.
- **June 24** – Azle Senior Center 40th Anniversary Celebration, 10 AM–3 PM (Vegas theme with Elvis)
- Summer Reading Program underway at Azle Memorial Library with free family-friendly activities.
- This is also Susie's last council meeting, as she will retire on June 12, 2026. A reception will be held in the community room starting at 2 PM.

PRESENTATION

1. Code Enforcement Annual Report.

Mayor Goode recognized Planning and Development Director David Hawkins, who provided a short review of the City's code enforcement activities over the past year.

ACTION ITEMS

2. Consider any action on the May 19, 2026 regular council meeting minutes.

Councilmember Rothenberger moved to approve the May 19, 2026 regular council meeting minutes, as presented. Councilmember Conner seconded the motion.

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

3. Consider any action on Resolution 2026-08 suspending the effective date of SiEnergy's requested rate change.

Mayor Goode recognized City Manager Amber Beard, who provided an overview of the item, noting that at this time SiEnergy does not provide services within the City. However, the City is a participant in the committee and is therefore included in the rate case proceedings.

Councilmember Rothenberger moved to Approve the Resolution 2026-08 suspending the effective date of SiEnergy's requested rate change. as presented. Councilmember Berry seconded the motion.

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

4. Consider any action on Resolution 2026-10 authorizing an application for financial assistance from the Texas Water Development Board (TWDB) for Water System Improvements.

Mayor Goode recognized Public Services Director Rick White, who explained the grant application seeking financial assistance from TWDB, noting that the City must submit the application by the end of July and that approval of the resolution is required as part of the application in order to proceed.

Councilmember Nelson moved to approve Resolution 2026-10 authorizing an application for financial assistance from the Texas Water Development Board (TWDB) for Water System Improvements, as presented. Councilmember Berry seconded the motion.

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

5. Consider any action on Resolution No. 2026-11 amending Community Waste Disposal's (CWD)

sludge disposal rate.

Mayor Goode recognized Public Services Director Rick White, who gave a brief overview of the rate increase. He noted the effective date of the new rate will be July 1, 2026, and that the resolution reflects the updated rates.

6. Consider any action on a Facade and Signage Improvement Program Grant for 103 E. Main Street.

Councilmember Estes moved to approve the Facade and Signage Improvement Program Grant for 103 E. Main Street for \$ 21,128.31 as presented. Mayor Pro-tem Peek seconded the motion.

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

7. Consider any action on Ordinance No. 2026-18 amending Chapter Three, Building Regulations of the Code of Ordinance to amend Section 3.08, Signs regarding temporary and billboard sign requirements.

Mayor Goode recognized Planning and Development Director David Hawkins, who reminded the Council that in January there was a discussion regarding possible changes to temporary real estate signs. Following that discussion, staff was directed to proceed with amending the ordinance, and the proposed amendment is now before the Council. Staff recommends approval of the amendments as requested by Council.

Councilmember Rothenberger moved to approve Ordinance No. 2026-18 amending Chapter Three, Building Regulations of the Code of Ordinance to amend Section 3.08, Signs regarding temporary and billboard sign requirements, as presented. Councilmember Berry seconded the motion.

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

8. Consider any action on Resolution No. 2026-12 establishing future strategic goals for the success and growth of Azle and its citizens.

Mayor Goode recognized City Manager Amber Beard, who explained to the Council that this is the final report of the Strategic Goals identified during the retreat. The resolution formally establishes the City's future strategic goals.

Councilmember Nelson moved to Approve the Consider any action on Resolution No. 2026-12 establishing future strategic goals for the success and growth of Azle and its citizens. as presented. Councilmember Estes seconded the motion.

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

PUBLIC HEARING

9. Conduct a public hearing to allow questions and comments regarding the City of Azle's 2025 Annual Drinking Water Quality Consumer Confidence Report (CCR)

Mayor Goode recognized Josh Henson, Water Plant Superintendent, who gave a short review of the City of Azle's 2025 Annual Drinking Water Quality Report (CCR).

Mayor Goode opened the public hearing at 6:48 PM
No one spoke.
Mayor Goode closed the public hearing at 6:48 PM

- 10. Conduct a public hearing and consider any action on Ordinance No. 2026-17 regarding a Specific Use Permit request to operate tattoo services for an existing business for property located at 601 Northwest Parkway, Suite D and also known as Lot 2, Diamond Food Markets Addition. The property is located on the south side of Northwest Parkway and north of Speer St. within the Ranchview Village Shopping Center. The applicant is requesting a Specific Use Permit to allow the existing business named Garden Nails & Spa to add cosmetic tattoo services to their business at this location. (Case No. SUP2026-03)**

Mayor Goode recognized Director of Planning and Development David Hawkins, who presented a request for a Specific Use Permit. Mr. Hawkins explained that the applicant, located at 601 Northwest Parkway, Suite D, was requesting approval to add cosmetic tattoo services to the existing business.

Mayor Goode opened the public hearing at 6:56 PM
No one spoke.
Mayor Goode closed the public hearing at 6:56 PM
The business owner explained the request and addressed questions from council.

Councilmember Berry moved to approve Ordinance No. 2026-17 regarding a Specific Use Permit request to operate tattoo services for an existing business for property located at 601 Northwest Parkway, Suite D and also known as Lot 2, Diamond Food Markets Addition (Case No. SUP2026-03) with the condition that tattooing services will not be offered beyond 10 PM. Councilmember Rothenberger seconded the motion. Councilmember Rothenberger seconded the motion.

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

DISCUSSION ITEMS

11. Update on Denver Trail Exit and FM 730 and Boyd Court intersection

Mayor Goode recognized Public Services Director Rick White, who provided an update to the Council regarding the Denver Trails and the FM 730 intersection project. He stated that he had spoken with TxDOT staff and that the current projected construction date for improvements at the intersection is 2031.

12. UHauls and Vehicle Rentals and Equipment

Mayor Goode requested information regarding what the City can do concerning businesses that rent vehicles and equipment. The City Attorney stated that the City would need to amend the ordinance to address the issue. Staff will work on the proposed ordinance amendment and bring it back for consideration at a future meeting.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

Deer population around the city.

EXECUTIVE SESSION

Mayor Goode convened the Executive Session at 7:38 PM
Mayor Goode reconvened to open meeting at 7:44 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
- Discuss attempted annexation by the City of Reno of the following properties at Farm to Market Rd 730 and its right-of-way and 4300 Texas State Highway 199

Back from executive session at 7:44 PM.

13. Take any action pursuant to executive session.

No action was taken.

ADJOURNMENT

Mayor Goode adjourned at 7:44 PM.

Presented and approved on 07-07-2026

Randa Goode, Mayor

Attest:

Yael Hoffman, TRMC, MMC
City Secretary



MINUTES Budget Workshop Azle City Council

505 W. Main Street
Azle, Texas 76020

June 16, 2026

6:00 PM

Community Room

CALL TO ORDER

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

Members Present:

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

Staff Present:

Amber Beard	City Manager
Yael Hoffman	City Secretary
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Kevin Rogers	Police Chief
David Hawkins	Director of Planning and Development
Rick White	Director of Public Services
Angelia Garrett	Finance Director
Curren McLane	Library Director
Victor Gonzales	Assistant Library Director
Jimmy Duvall	Streets Superintendent
Brad Geary	Utility Maintenance Manager
Josh Henson	Water Superintendent
Matt Sommerfield	Golf Course Manager
Dora Grissom	Police Lt.
Cat Schlueter	HR Director
Melvin Wilson	Fire Marshal
Felica King	Court Administrator
Amber Watson	Utility Billing Manager

PUBLIC PARTICIPATION

None.

EXECUTIVE SESSION

551.071 CONSULTATION WITH THE CITY ATTORNEY

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of Texas clearly conflicts with Chapter 551.

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

Mayor Goode convened to Executive Session at 6:01 PM

Mayor Goode reconvened to open meeting at 6:26 PM

PUBLIC HEARING

1. **Conduct a public hearing and consider any action on Ordinance No. 2026-19 regarding text amendments to Chapter 1 “General Provisions”, Chapter 4 “Business Regulations”, Chapter 6 “Health and Sanitation”, Chapter 14 “Zoning Ordinance”, and Appendix A - Fee Schedule of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider amendments to the regulations for Food Trucks and Food Truck Parks.**

Mayor Goode opened the public hearing at 6:27 p.m. Discussion was held, and the public hearing will remain open until the July 7, 2026, City Council meeting, at which time it will be closed.

PERSENATION AND DISCUSSION

2. **Deliberation and discussion of the proposed FY2026-27 annual budget**

Mayor Goode recognized City Manager Amber Beard, who presented the proposed Fiscal Year 2026–2027 budget. She noted that the City’s projected property tax revenue has decreased, despite property value increases of approximately 3% in Parker County and 1% in Tarrant County.

Mayor Goode requested that department heads review their operating budgets and identify potential reductions of up to 20%, and bring their recommendations back to the City Council for further discussion at the budget workshop scheduled for June 30, 2026.

ADJOURNMENT

Mayor Goode adjourned the meeting at 6:50 PM.

Presented and approved on 07-07-2026

Randa Goode, Mayor

Attest:

Yael Hoffman, TRMC, MMC
City Secretary



Presenter: Amber Beard, City Manager

Agenda Item: Consider any action regarding a request from the Azle Area Chamber of Commerce for street closures, traffic control, security, use of the Azle Memorial Library parking lot, and waiver of fees and permits for the annual Sting Fling Festival, and approve Resolution No. 2026-13.

Background and Explanation:

Please see the attachments.

Board/Commission/Committee Recommendation:

Staff Recommendation:

To approve waiving all fees and Resolution No. 2026-13.

Attachments:

1. Resolution 2026-13 Sting Fling
2. Parade Route 2026
3. Sting Fling 2026 Events
4. Sting Fling Festival Overview 2026 map
5. Azle City Council SF 26 Plan
6. Azle PD Info 2026

RESOLUTION NO. 2026-13

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, IN SUPPORT OF CLOSING MAIN STREET IN THE CITY OF AZLE, TEXAS FOR CITIZENS OF AZLE, TEXAS

WHEREAS, the City of Azle recognizes that certain benefits accrue to the City as a result of citizens of the City of Azle being able to participate and support events and functions; and

WHEREAS, the City Council of the City of Azle recognizes the necessity for closing Main Street from Industrial Avenue to Church Street on September 12, 2026 from 9:00am – 6:00pm for the annual Sting Fling Festival; and

WHEREAS, The City of Azle requests permission from TxDOT to close this portion for this annual event, as described in the attachments, and takes full responsibility for all traffic control in conformance with its traffic control plan, and the elements of the attached agreement;

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

Section 1. The Council of the City of Azle do hereby support and encourage functions of citywide events that are for the good and enjoyment of the citizens of the City.

Section 2. The Council of the City of Azle do hereby authorize the closing of Main Street from Industrial Avenue to Church Street on September 12, 2026, from 9:00am – 6:00pm, for the annual Sting Fling Festival in the City of Azle, Texas, and accept full responsibility for traffic control for the event and agree to comply with all state regulations.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED on this the 7th day of July 2026.

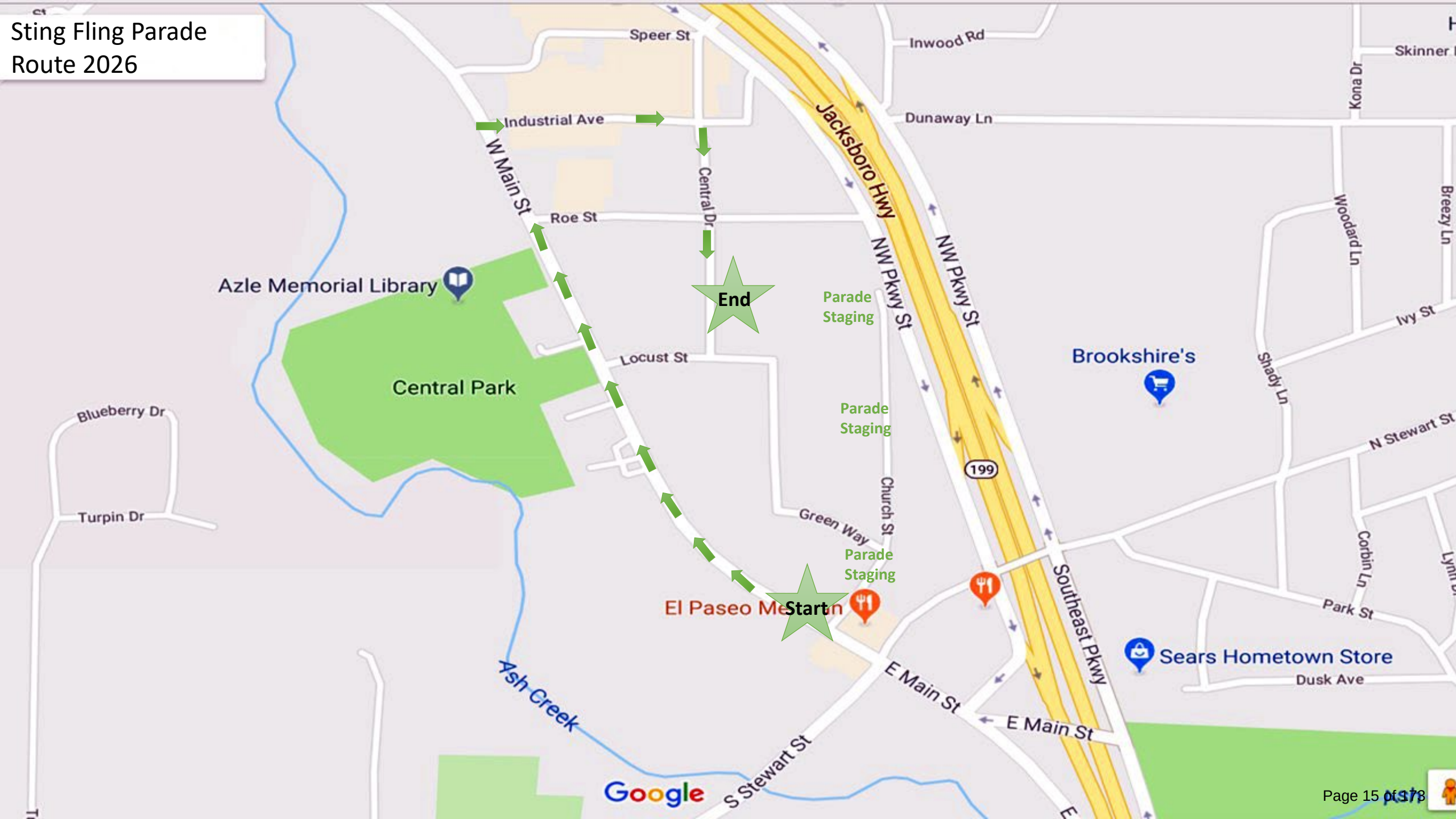
APPROVED:

Randa Goode, Mayor

ATTEST:

Yael Hoffman TRMC, City Secretary

Sting Fling Parade
Route 2026



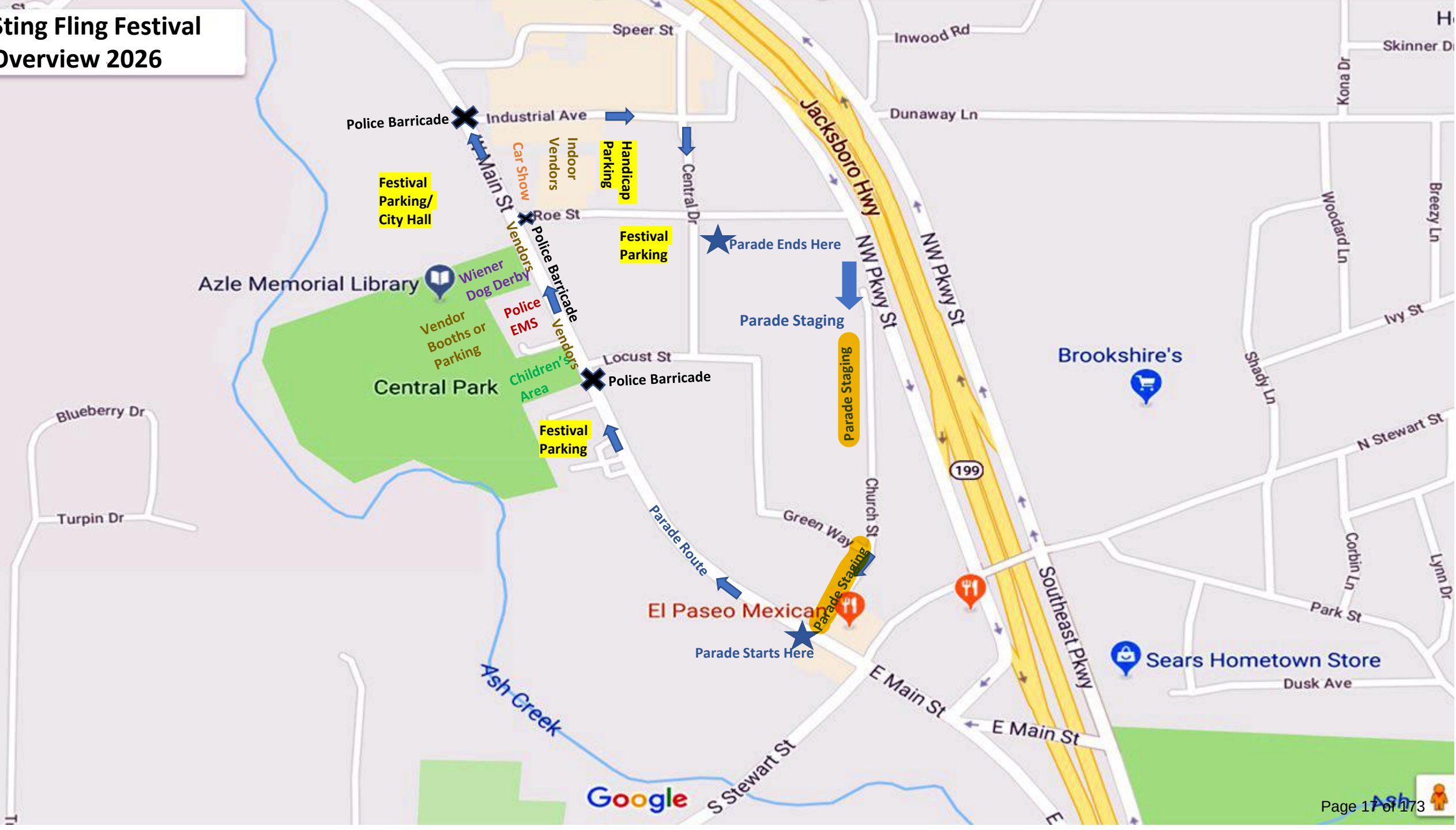


Schedule of Events September 12, 2026

Time	Event	Location
8:00-9:00 AM	Sting Fling Parade Line Up	Azle School Administration Back Parking Lot
9:00 AM	Sting Fling Festival Opens	Main Street Azle
9:00 AM	Sting Fling Parade	Main Street from Church Street to Industrial Street
9:00 AM-3:00 PM	Inside Vendors	404 Main Place
9:00 AM-3:00 PM	Outside Vendors	Main Street between Industrial and Locust
9:00 AM-3:00 PM	Children's Activities	Field next to Central Park Entrance
10:00 AM	Wiener Dog Derby	Azle Memorial Library Green Space
9:00 AM-11:00 AM	Classic Car Show Registration	404 Main Place, Front Parking Lot
11:00 AM-3:00 PM	Classic Car Show	404 Main Place, Front Parking Lot
2:00 PM	Classic Car Show Awards	404 Main Place, Front Parking Lot
3:00 PM	Sting Fling Festival Ends	Festival Ends

Times and activities are subject to change.

Sting Fling Festival
Overview 2026



**Sting Fling Festival
City Council Presentation
July 2026**

The Sting Fling Festival is an annual event hosted by the Azle Area Chamber of Commerce. It is the largest community event held in Azle, hosting thousands of guests during the one-day event. It provides affordable, wholesome family entertainment to the citizens of Azle and surrounding communities. The event is scheduled for Saturday, September 12, 2026. Festival hours are 9:00 a.m. - 3:00 p.m.

The Azle Area Chamber of Commerce respectfully requests the consideration of the Azle City Council for use of the Azle Memorial Library parking lot and green space. Further, we request the closure of streets as outlined below, and a requisite number of police and fire personnel for traffic control, security, and first aid. We further request that the council consider the waiver of fees and permits to conduct the 2026 Annual Sting Fling Festival.

Locations for use:

Main Street

Azle Memorial Library Parking Lot and Green Space

Map Attached- Overview

Main Street

The Azle Area Chamber of Commerce would like to request the closure of Main Street from Industrial Avenue to Stewart Street on September 12, 2026. Prudence mandates this request because of the uncertainty of the weather. With clear skies and good weather, our principal plan calls for the closure of Main Street between Industrial and Locust, upon which we will locate retail and food vendors. The rest of Main Street will then remain open. In the event of inclement weather, including significant rainfall and street flooding, our alternate plan would be triggered, requiring the use of the entire length of Main Street to place vendors.

For the closure of State Spur 344 (Main Street), the Texas Department of Transportation requires an application (TXDOT form TEA30A) with a detailed plan of the event, including a detailed traffic control plan, an insurance certificate form (TXDOT form 1560), and an ordinance or resolution from our incorporated city, which has been approved for five years (through 2027). If the multi-year resolution or ordinance authorizing the event is approved, the Azle Police Department has assured the Chamber they will assist in the completion of

the required documents and make delivery of the documents to the Fort Worth District Engineer as required by TXDOT.

Azle Memorial Library Grounds

Map Attached- Azle Library Grounds

Request to use the Azle Memorial Library grounds for vendor parking or retail and food vendor sales. Areas used will be the green space and south parking only.

The Azle Memorial Library was closed for the 2026 event.

Parade and Azle ISD Building

Map Attached- Parade

Approval has been granted by AISD to use the Azle ISD grounds for staging for the Sting Fling Parade.

Schedule of Events

A tentative schedule of events is attached.

The Azle Area Chamber of Commerce will be hosting live entertainment this year during the festival at the Car Show from approximately 12 p.m. to 2 p.m.

Azle PD Information
Sting Fling Festival
Saturday, September 12, 2026
Festival time 9:00 a.m. -3:00 p.m.

6:00 A.M.

Close Main Street between Industrial Ave. and Locust Street.

Close Roe Street at the entrance of 404 Main Place. Leaving the entrance open for cars to enter and exit onto Roe.

Other barricades-

Herring Bank entrance from Industrial Ave. Leaving the entrance open for the ATM drive-thru.

PNC – needs a barricade between the first and second parking lots.

The PNC second parking lot, located behind 404 Main Place, will be designated for handicap parking and a special VIP entrance, accessible from Roe. A barricade is not needed at the Roe entrance. We will have a volunteer stationed at the entrance all day.

6:30 A.M. – 8:30 A.M.

Vendor set up-

Outdoor vendors will set up on the shoulders of Main St.

Indoor vendors are asked to unload at the back entrance of 404 Main Place.

Vendors will have a vendor pass to display on the dashboard of their vehicle. (See Attached)

Outdoor vendors can drive to their booth space to set up, but they must exit the festival area once finished and find parking elsewhere.

Parking areas will be Azle Central Park, Azle City Hall, the field located on Central Drive behind Tater Club, and across from the AISD Bus Barn. There is also parking in the Azle Memorial Library parking lot, but vendors need to know that if they park there, they will not be able to leave until the festival is over.

8:30 A.M. 8:45 A.M.

Begin closing Main Street from Church Street to Industrial Street for the parade. The barricades will have to temporarily be moved at Locust St. and Industrial Ave for the parade to proceed.

9:00 A.M.

Sting Fling Parade

Other areas of concern-

The Azle ISD Administration Building will be used to stage the parade in front.

Green Way will be used to stage vehicles for the parade.

Approximate times: 7:30 A.M.- 9:00 A.M.

Contact Information:

Jennifer Parnell
Executive Director
Azle Area Chamber of Commerce

Office- 817-444-1112
Cell-817-881-4298

Jessica Neff
Administrative Assistant
Azle Area Chamber of Commerce

Office- 817-444-1112
Cell-817-964-7387



Presenter: Mike Winterrowd, Administrative Corporal

Agenda Item: Consider any action on resolution 2026-14 amending Resolution #2026-06 for the bullet-resistant upgrades to patrol vehicles grant project

Background and Explanation:

Rewording of existing resolution due to new titles of personnel; new resolution by guidance from State OOG

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Resolution 2026-14

RESOLUTION NO. 2026-14

A RESOLUTION OF THE CITY OF AZLE TEXAS SUIPPORTING THE SUBMISSION OF THE BULLET-RESISTANT UPGRADES TO PATROL VEHICLES GRANT VIA THE OFFICE OF THE GOVERNOR FOR THE BULLET-RESISTANT UPGRADES TO PATROL VEHICLES

WHEREAS, the City of Azle finds it in the best interest of the citizens of Azle, Texas that the Bullet-Resistant Upgrades to Patrol Vehicles Grant Project be applied for during the 2025-2026 budget cycle, and;

WHEREAS, the City of Azle agrees to provide \$50,000 for the said project as required by the Office of the Governor Public Safety Office, the entire amount of which will be reimbursed by the grant (there are no matching funds required) as the request is a fully-reimburseable grant; and

WHEREAS, the grant is for concealed, rifle-rated armor panels in the doors of marked Police Patrol Vehicles used by the Azle Police Department officers; and

WHEREAS, the City of Azle agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Azle assures that the funds will be returned to the Office of the Governor in full, and;

WHEREAS, the City of Azle designates the Chief of Police, Kevin Rogers, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency, and;

WHEREAS, the City of Azle designates Corporal Mike Winterrowd as the Program Director, and designates Angelia Garrett as the Financial Officer for this grant.

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

SECTION 1

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

SECTION 2

The Azle City Council hereby approves of the submission of the grant application for Bullet Resistant Upgrades to Patrol Vehicles Grant Project

SECTION 3

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE TEXAS ON JULY 7, 2026 REGULAR MEETING

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE

TEXAS ON July 7, 2026 REGULAR MEETING

Randa Goode, Mayor

ATTEST:

Yael Hoffman, City Secretary



Presenter: Kristen Pegues, Community & Marketing Specialist

Agenda Item: Consider any action on the Facade and Signage Improvement Program application for Scramblers Golf Club Fort Worth, 1000 Boyd Road.

Background and Explanation:

This application is for a new sign for Scramblers Golf Club Fort Worth, a new tenant at Hornets Plaza located at 1000 Boyd Road. The business is currently utilizing a temporary banner to identify its location and is requesting installation of an illuminated channel-letter sign.

The applicant obtained competitive quotes for the project, with the lowest bid totaling \$5,400. Under the City's FSIP program, the applicant is requesting reimbursement of 50 percent of the project cost. If approved, the City's participation would be \$2,700.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

If approved, staff will need to bring a budget amendment to City Council at a future meeting to appropriate funding for this project and any additional grant reimbursements approved during the remainder of the fiscal year.

Attachments:

1. FSIP Application - Scramblers Golf

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 Jacob Hill	Date 6/17/2026
Business Name Scramblers Golf Club Fort Worth	
Mailing Address 1000 Boyd Road Azle Texas 76020	
Contact Phone 6152381974	
Email Address fortworth@scramblersgolf.com	
Building Owner (if different than applicant) Ylber Korca	
Project Site/ Address 1000 Boyd Road Azle Texas 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)

How will this project benefit the community?

Beyond providing a unique recreational opportunity, we support local economic growth by partnering with nearby businesses, hosting community events, and attracting visitors to the area. Improved signage will increase visibility, helping more residents discover and benefit from a community-focused gathering place that promotes recreation, relationships, and local engagement.

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	5400	2700
Total		

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

Request Total	2700
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*** Attach with final design drawings and photographs of building's exterior Façade.**

Jacob Hill

6/17/2026

Applicant Signature

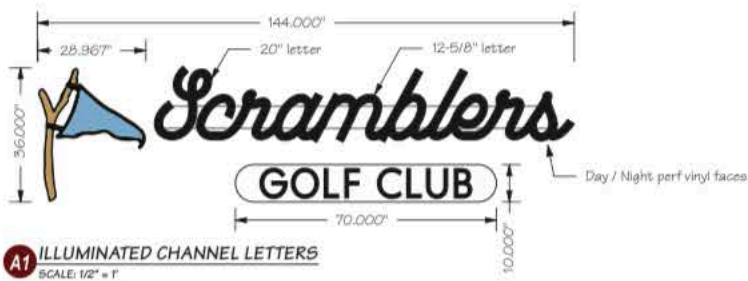
Date

Property Owner Signature

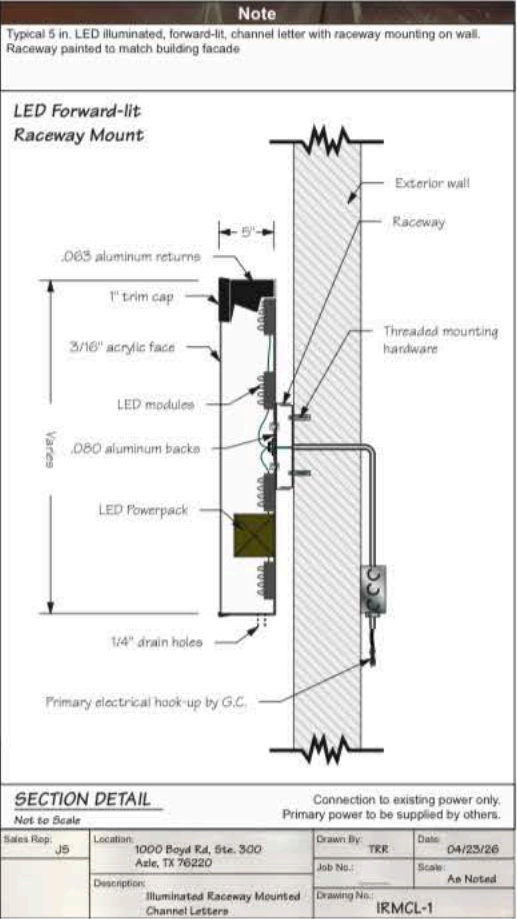
Date

Scramblers Golf Club- 1000 Boyd R...

Elevation 1 (Main Entry)



EXISTING Not to Scale		PROPOSED Not to Scale	
Electric Load _____ amps @ 120 volt	Electric Requirements (1) 20 amp / 120 volt	U.L. Note This sign is intended to be installed in accordance with the requirements of article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.	Weight = _____ lbs
Colors ☐ White ☒ Black returns & trimcap		Signage = 36.0 sq.ft.	Quantity = 1 set
Lowcountry SIGNS 1811 Elsiey Drive Charleston, SC 29407 843-769-7446 phone www.lowcountrysigns.com		Client Approval _____ Landlord Approval _____	



Drive



Share



Lowcountry Sign & Service LLC

1811 Elsey Drive
Charleston, SC 29407
8437697446
www.lowcountrysigns.com

ADDRESS

Jacob Hill
Scramblers Golf Club
1000 Boyd Rd Suite 300
Azle, TX 76220

Estimate 2455

DATE 05/15/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Scramblers Golf Club 1000 Boyd Rd Suite 300 Azle, TX 76220			
	Sign Manufacturing	36" x 28.967" LED illuminated Logo- black aluminum returns- acrylic face with first surface translucent vinyl overlay- 20" (S) (Scramblers)- LED illuminated channel letters- black aluminum returns- acrylic faces with perforated vinyl overlay(* sign will appear black during the day and light up white after dark) - raceway mounted (*raceway to be painted to match facade color0 10" x 70" LED illuminated tagline capsule (GOLF CLUB) Black aluminum returns- acrylic face with first surface vinyl copy (black) Installed on front elevation facade	1	2,967.00	2,967.00T
	Labor	Labor to fabricate, assemble, and install the above	1	5,933.00	5,933.00
	Sign Manufacturing	First surface vinyl door graphics*Pending customer approved artwork	1	62.00	62.00T
	Labor	Labor to fabricate and install the above	1	123.00	123.00
	Labor	Acquire sign permit from local municipality	1	300.00	300.00
		2 yr parts and service warranty on illumination			

50% deposit (\$ 4828.80) required to begin permitting and to put project into production with the remaining balance due upon completion

Check or credit cards accepted. SUBTOTAL 9,385.00
Credit card & ACH payments incur a 3% fee.

Any credit card payments incur a 3% fee. Any RSF checks will incur a \$30 fee.
Deposits are non refundable and all signs remain the property of Lowcountry Sign LLC until full payment is received.
3% interest per month will be charged on past due accounts over 30 days.
In the event of a suit for collection, reasonable attorney fees & collection costs will be added to the cost of this invoice.

Please mail checks to Lowcountry Signs @ 1811 Elsey Drive, Charleston SC 29407
This estimate is good for 30 days.

TAX 272.61

TOTAL \$9,657.61

Accepted By

Accepted Date



Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Conduct a public hearing and consider any action on Ordinance No. 2026-20 regarding a proposed Planned Development District (PD) Amendment request for Roeser Addition, Phase I to add an additional residential lot and increase the total number of residential lots from sixteen (16) to seventeen (17) lots on approximately 28.25 acres of land situated in the J. Wilcox Survey, Abstract No. 1727, City of Azle, Tarrant County, Texas, and being described as Lots 1-16, 1X & 2X, Block 1, Roeser Addition, a plat recorded in Document No. D224029136, Plat Records, Tarrant County, Texas. The property is generally located on the north and south sides of Park Street approximately 2,100 feet east of South Ash Avenue. Case No. Z2026-03

Background and Explanation:

The Roeser Phase 1 Planned Development (PD) Zoning was approved back on February 15, 2022 (Ordinance No. 2022-06) as a public single-family residential subdivision consisting of 16 residential lots located on both sides of Park St. The developer is looking to add another lot to this residential development which requires an amendment to the original concept plan.

Existing Condition of Property:

The final plat for Roeser Phase I was filed on February 21, 2024 and only one lot (Lot 9) has a single-family residence under construction. All other lots remain undeveloped.

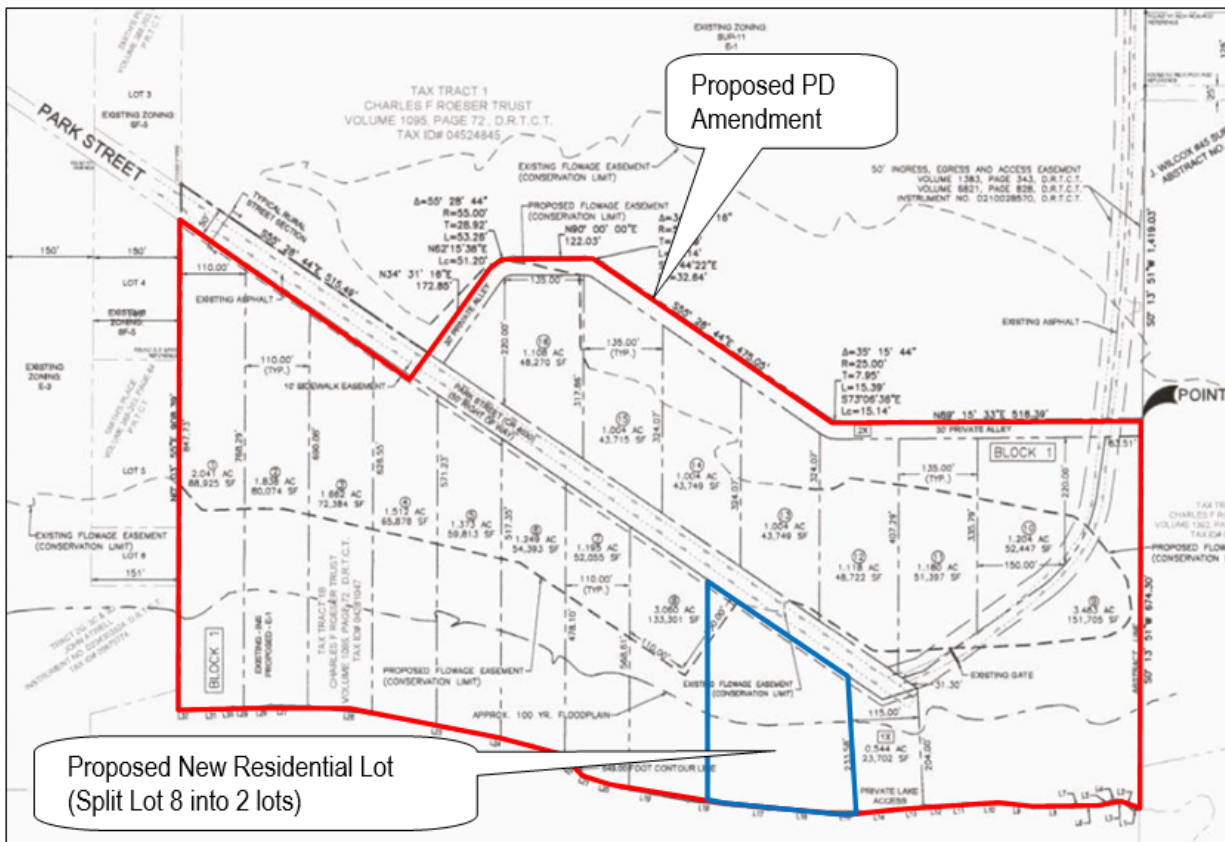
Aerial of Property:

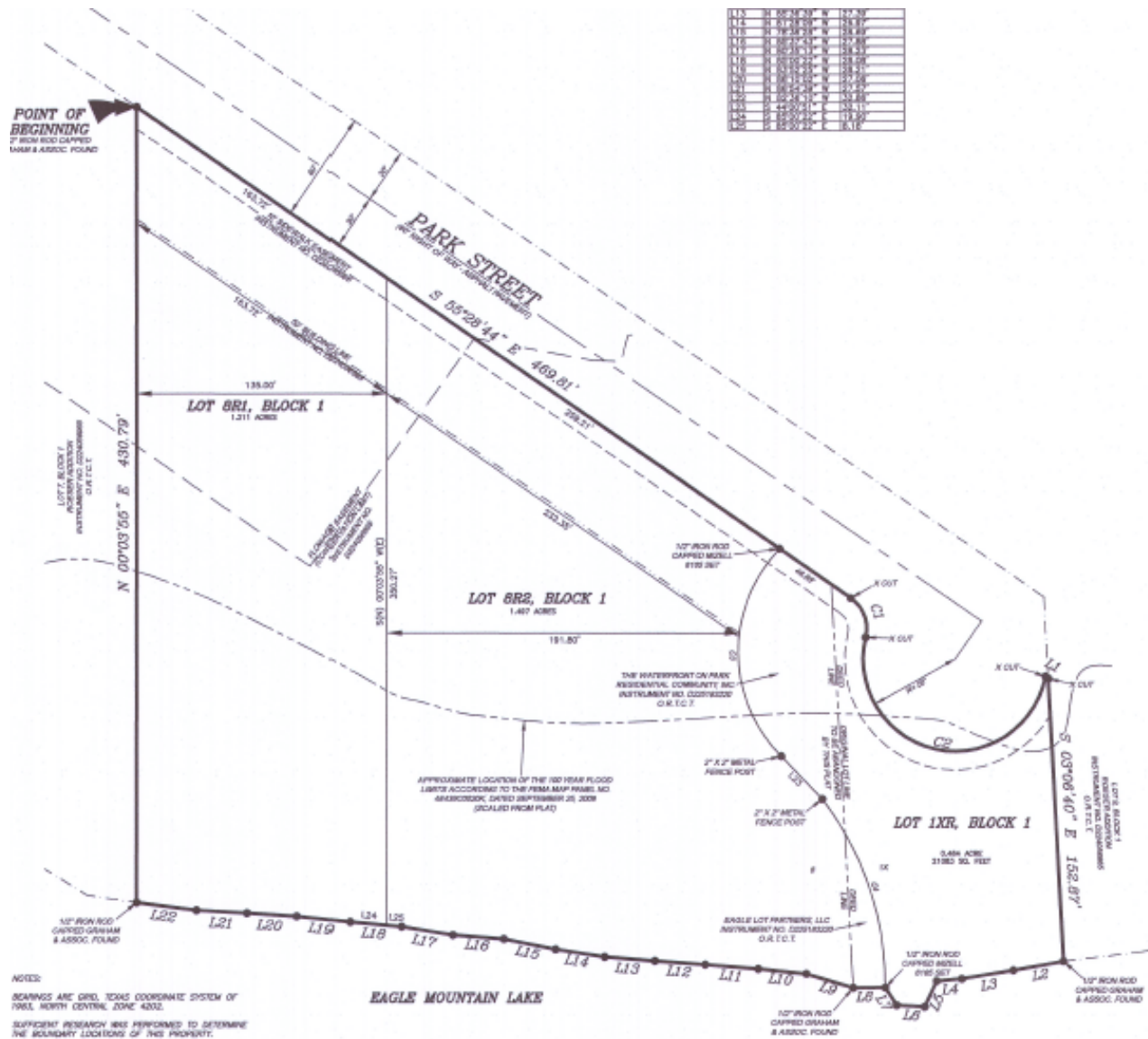


Proposed Concept Plan Amendment:

The original concept plan provides for Roeser Ph. 1 was approved for 16 single-family residential lots to be constructed on both sides of Park Street. Along with the concept plan, there were development standards that were approved to match the E-1 zoning district. There were variances granted to the minimum lot width being reduced from 200' to 110' for Lots 1–7 and 135' for Lots 8-16 for each lot. All of the development standards can be seen in the attached Ord. No. 2022-06.

The developer is requesting to split Lot 8 into 2 lots with both lots, still meeting all of the original Phase 1 development standards and the minimum lot width variance of 135'. This would increase the total number of lots from 16 to 17. No other changes are proposed for this PD Amendment request.





Comprehensive Plan Analysis:

The City of Azle's Comprehensive Master Plan designates this area as "Suburban Neighborhood" which is described as "low-to-moderate density residential land uses intermixed with areas of commercial development". This area has a density range of 1 to 8 dwelling units per acre and is capable to the SF-1, SF-2 & SF-3 zoning districts. This proposed PD Amendment request exceeds the Comprehensive Master Plan land use designation with over 1-acre lot sizes and development standards matching the larger E-1 zoning district.

Police Impact:

No negative impact anticipated.

Fire Impact:

A cul-de-sac that was installed at the terminus of Park Street during Phase I construction provides adequate turnaround for emergency vehicles. No negative impact anticipated.

Utilities:

Water - 8" water line exists on Park Street which is adequate to serve the development.
Sewer - With no sewer mains nearby, each lot will be served by an onsite septic system.

Zoning Change Notification Process:

A public hearing notice sign was posted on the property and seven (7) letters were sent to surrounding property owners as well as the Azle I.S.D. As of June 26, 2026, staff has not received any responses from the public.

Board/Commission/Committee Recommendation:

On May 21, 2026, the Planning and Zoning Commission conducted a public hearing and made a motion to recommend approval of this PD Amendment as presented. The motion carried by a vote of 5-0 (Arneson and Barrios absent).

The proposed Planned Development (PD) Amendment is in conformance with the City of Azle's 2045 Comprehensive Master Plan. The City Council has the following options when considering this agenda item:

1. Approve as submitted
2. Approve with modifications
3. Deny
4. Table the case to a future meeting

Staff Recommendation:

Staff forwards this Planned Development (PD) Amendment request for City Council consideration.

Attachments:

1. Ordinance 2026-20
2. Exhibit A - Roeser Ph. 1 Metes and Bounds
3. Exhibit B - Roeser Addition Ph. 1 PD Amendment
4. ORD - 2022-06 - Roeser Ph. 1 PD Zoning change - Approved 2.15.2022

ORDINANCE NO. 2026-20

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF AZLE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A PLANNED DEVELOPMENT (PD) AMENDMENT FOR ROESER ADDITION, PHASE I BY APPROVING A CONCEPT PLAN TO ADD AN ADDITIONAL RESIDENTIAL LOT AND INCREASE THE TOTAL NUMBER OF RESIDENTIAL LOTS FROM SIXTEEN (16) TO SEVENTEEN (17) LOTS ON APPROXIMATELY 28.25 ACRES OF LAND SITUATED IN THE J. WILCOX SURVEY, ABSTRACT NO. 1727, CITY OF AZLE, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED AS LOTS 1-16, 1X & 2X, BLOCK 1 ROESER ADDITION, A PLAT RECORDED IN DOCUMENT NO. D224029136, PLAT RECORDS, TARRANT COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 of the City of Azle heretofore adopted the Zoning Ordinance of the City of Azle, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the owner of property generally located in the 1400 Block of Park Street, Azle, Texas has filed an application to amend the Planned Development (PD) zoning of the property described as approximately 28.25 acres of land situated in the J. Wilcox Survey, Abstract No. 1727, City of Azle, Tarrant County, Texas, and being described as Lots 1-16, 1X & 2X, Block 1, Roeser Addition, a plat recorded in Document No. D224029136, Plat Records, Tarrant County, Texas as shown on the attached Exhibit "A" by approving a concept plan as shown in the attached Exhibit "B" for a proposed seventeen (17) lot single-family residential development for said property; and

WHEREAS, the Planning and Zoning Commission of the City of Azle, Texas held a public hearing on May 21, 2026, and the City Council of the City of Azle, Texas held a public hearing on July 7, 2023, with respect to the zoning change described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property; and

WHEREAS, upon review of the application, and after such public hearing, the

City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of Azle, and that the zoning change should be granted, subject to the conditions imposed herein.

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

SECTION 1.

The Zoning Ordinance of the City of Azle, Texas is hereby amended by changing the Planned Development (PD) zoning of the property shown on the attached Exhibit "A" and approving a concept plan as set forth on the attached hereto and incorporated herein as Exhibit "B" for property described as approximately 28.25 acres of land situated in the J. Wilcox Survey, Abstract No. 1727, City of Azle, Tarrant County, Texas, and being described as Lots 1-16, 1X & 2X, Block 1, Roeser Addition, a plat recorded in Document No. D224029136, Plat Records, Tarrant County, Texas.

SECTION 2.

The City Council finds that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance of the City of Azle, Texas is sufficient to approve the Concept Plan attached hereto as Exhibit "B" and incorporated for all purposes.

SECTION 3.

The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in the Planned Development Concept Plan attached as Exhibit "B". Unless otherwise provided in Exhibit "B", the Property shall be governed by all applicable regulations contained in all applicable and pertinent ordinances of the City of Azle.

SECTION 4.

The zoning district as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 5.

That the official zoning map of the City of Azle is amended and the City Secretary is directed to revise the official zoning map, as set forth above.

SECTION 6.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Azle, Texas, as amended, except when 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 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8.

Any person, firm or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of Azle, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.

SECTION 9.

All rights and remedies of the City of Azle are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, 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 10.

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

SECTION 11.

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

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on July 7, 2026.

Mayor, Randa Goode

ATTEST:

Yael Hoffman, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A"

ROESER-SOUTH

ROESER SOUTH LEGAL DESCRIPTION

Being a 28.24 acre tract of land situated in the J. Wilcox #44 Survey, Abstract No. 1727, Tarrant County, Texas and being a portion of that certain parcel described in deed to Charles F. Roeser by the deed recorded in Volume 1095, Page 72, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a found 2 inch metal pipe in the northeast corner of the J. Wilcox Survey #44, Abstract No. 1727, the northwest corner of the J. Wilcox Survey #45, Abstract No. 1703 and in the south line of the J. Wilcox Survey #49, Abstract No. 1730;

THENCE South 00°13'51" West, a distance of 1,419.03 feet, along the west line of said J. Wilcox Survey #45, Abstract No. 1703, to the POINT OF BEGINNING;

THENCE South 00°13'51" West, a distance of 674.30 feet, continuing along said west line of J. Wilcox Survey #45, Abstract No. 1703, to a point, being in a contour elevation of 649.00 feet;

THENCE along a said contour line with an elevation of 649.00 feet the following meander calls:

THENCE South 89°46'26" West, a distance of 10.98 feet to a point;

THENCE North 55°00'44" West, a distance of 22.06 feet to a point;

THENCE North 73°14'22" West, a distance of 9.64 feet to a point;

THENCE South 85°22'24" West, a distance of 9.46 feet to a point;

THENCE South 65°53'14" West, a distance of 21.08 feet to a point;

THENCE South 89°46'26" West, a distance of 33.10 feet to a point;

THENCE South 81°50'54" West, a distance of 13.88 feet to a point;

THENCE South 89°35'41" West, a distance of 66.86 feet to a point;

THENCE North 82°58'15" West, a distance of 44.28 feet to a point;

THENCE South 89°32'32" West, a distance of 72.11 feet to a point;

THENCE South 84°52'02" West, a distance of 24.33 feet to a point;

THENCE South 89°00'50" West, a distance of 49.01 feet to a point;

THENCE South 79°54'55" West, a distance of 52.89 feet to a point;

THENCE South 88°57'11" West, a distance of 58.67 feet to a point;

THENCE North 89°17'41" West, a distance of 80.26 feet to a point;

THENCE North 87°10'52" West, a distance of 73.48 feet to a point;

ROESER-SOUTH

THENCE North 84°15'52" West, a distance of 62.23 feet to a point;

THENCE North 83°58'54" West, a distance of 76.82 feet to a point;

THENCE North 79°24'09" West, a distance of 116.10 feet to a point;

THENCE North 72°43'23" West, a distance of 54.24 feet to a point;

THENCE North 62°53'23" West, a distance of 18.96 feet to a point;

THENCE North 49°11'46" West, a distance of 45.45 feet to a point;

THENCE North 69°39'52" West, a distance of 52.87 feet to a point;

THENCE North 76°44'33" West, a distance of 84.66 feet to a point;

THENCE North 79°33'01" West, a distance of 201.31 feet to a point;

THENCE North 83°54'55" West, a distance of 103.09 feet to a point;

THENCE North 88°40'40" West, a distance of 65.44 feet to a point;

THENCE South 82°39'27" West, a distance of 31.82 feet to a point;

THENCE North 89°07'27" West, a distance of 32.11 feet to a point;

THENCE South 81°07'42" West, a distance of 21.51 feet to a point;

THENCE South 89°09'18" West, a distance of 54.45 feet to a point;

THENCE South 89°09'36" West, a distance of 16.69 feet to a point;

THENCE North 00°03'55" East, leaving said contour line, a distance of 908.39 feet to a found 2 inch pipe, being the existing north right-of-way line of Park Street (County Road 4030)(having a 50 foot Right-of-way);

THENCE South 55°28'44" East, along said existing north right-of-way line, a distance of 515.49 feet to a point;

THENCE North 34°31'16" East, leaving said existing north right-of-way line, a distance of 172.85 feet to a point, for the beginning of a tangent curve to the right having a radius of 55.00 feet, a central angle of 55°28'44", and a long chord which bears North 62°15'38" East, 51.20 feet;

THENCE along said tangent curve to the right, an arc length of 53.26 feet to a point;

THENCE South 90°00'00" East, a distance of 122.03 feet to a point, for the beginning of a tangent curve to the right having a radius of 55.00 feet, a central angle of 34°31'16", and a long chord which bears South 72°44'22" East, 32.64 feet;

THENCE along said tangent curve to the right, an arc length of 33.14 feet to a point;

THENCE South 55°28'44" East, a distance of 475.05 feet to a point, for the beginning of a tangent curve to the left having a radius of 25.00 feet, a central angle of 35°15'44", and a long chord which bears South 73°06'36" East, 15.14 feet;

SHEET 2 OF 3

ROESER-SOUTH

THENCE along said tangent curve to the left, an arc length of 15.39 feet to a point;

THENCE North 89°15'33" East, a distance of 518.39 feet to the POINT OF BEGINNING and CONTAINING 1,230,312 square feet, 28.24 acres of land, more or less.

Exhibit "B"

15280 Addison Road
Suite 301
Addison, TX 75001
Main (972) 661-1011
Fax (972) 385-8039
www.beltwayco.com



April 23, 2026

David Hawkins, AICP
Director of Planning and Development
City of Azle, Texas

RE: Rezoning justification letter

The purpose of altering the property line between lot 8 and lot 1XR is to conform with the contour of the fence we constructed after our improvements were completed. By making the proposed changes to the property line, we eliminate who is responsible for the maintenance of both the land and fence. It also clears up issues of property liability.

We have been told repeatedly by real estate brokers and architects that lot 8 should be split. Given its location, it is not significantly beneficial to have such a large lot and that is why we propose splitting the lot. We have architectural plans for a spec home to be built on what would be lot 8R1. This 135-foot-wide lot (163 feet wide along the street) complies with the PD so we are not asking for a variance other than splitting the lot. We have the support of Andy Rector who owns the large, treed lot east of lot 8. He was another individual who told us we should split the lot.

I will attend public meetings should anyone have any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Mark Sommer', with a long horizontal line extending to the right.

Mark Sommer, President
Beltway Commercial Real Estate

LINE TABLE		
SEGMENT	LENGTH	DIRECTION
L1	10.98	S89° 46' 26"W
L2	22.06	N55° 00' 44"W
L3	9.64	N73° 14' 22"W
L4	9.46	S85° 22' 24"W
L5	21.08	S65° 53' 14"W
L6	33.10	S89° 46' 26"W
L7	13.88	S81° 50' 54"W
L8	66.86	S89° 35' 41"W
L9	44.28	N82° 58' 15"W
L10	72.11	S89° 32' 32"W
L11	24.33	S84° 52' 02"W
L12	49.01	S89° 00' 50"W
L13	52.89	S79° 54' 55"W
L14	58.67	S88° 57' 11"W
L15	80.26	N89° 17' 41"W
L16	73.48	N87° 10' 52"W
L17	62.23	N84° 15' 52"W
L18	76.82	N83° 58' 54"W
L19	116.10	N79° 24' 09"W
L20	54.24	N72° 43' 23"W
L21	18.96	N62° 53' 23"W
L22	45.45	N49° 11' 46"W
L23	52.87	N69° 39' 52"W
L24	84.66	N76° 44' 33"W
L25	201.31	N79° 33' 01"W
L26	103.09	N83° 54' 55"W
L27	65.44	N88° 40' 40"W
L28	31.82	S82° 39' 27"W
L29	32.11	N89° 07' 27"W
L30	21.51	S81° 07' 42"W
L31	54.45	S89° 09' 18"W
L32	16.69	S89° 09' 36"W

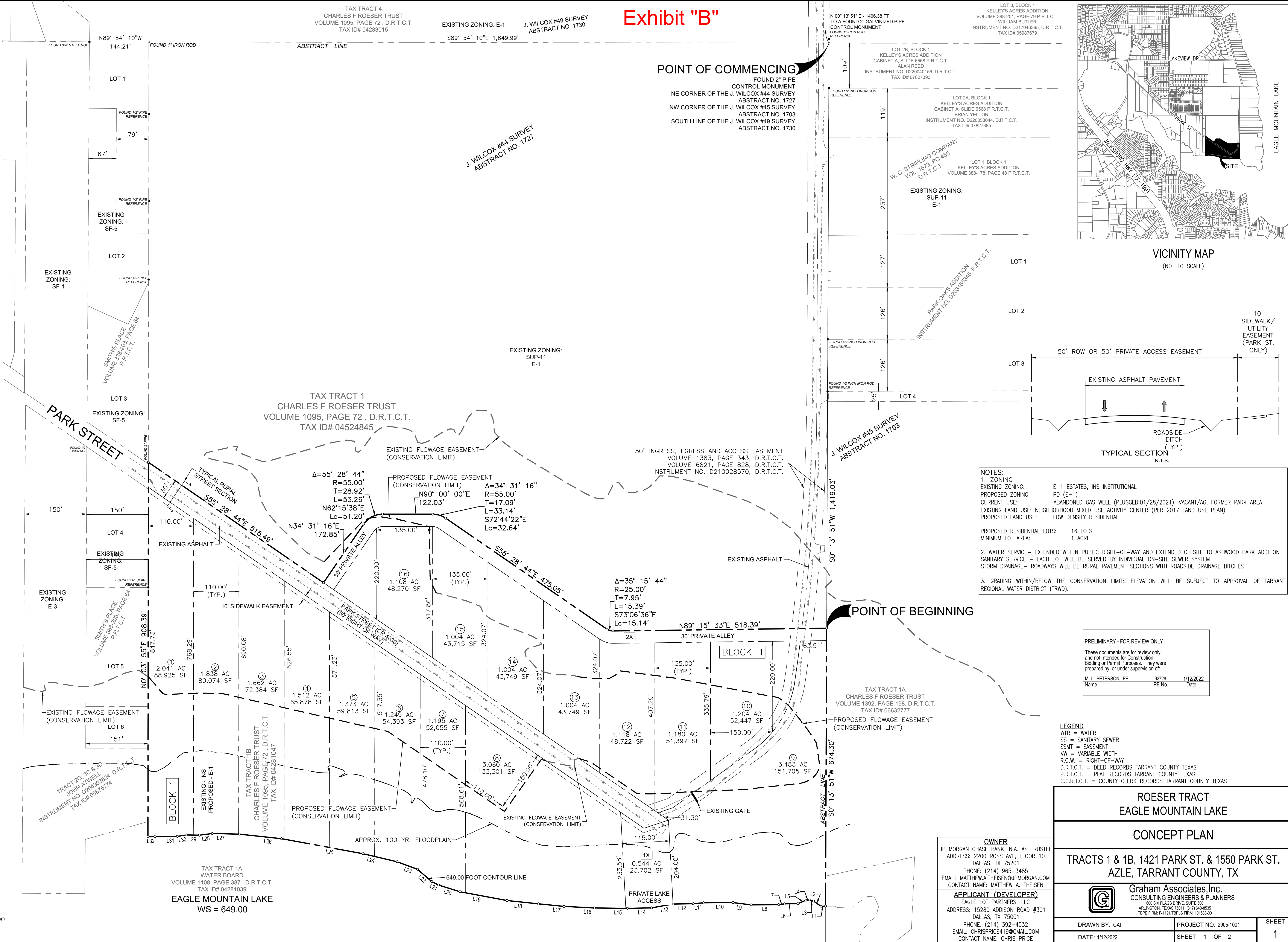
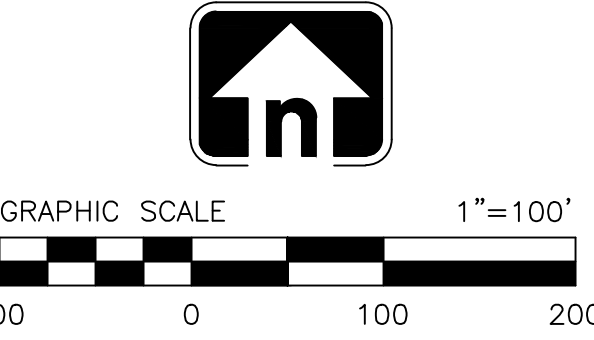


Exhibit "B"

POINT OF COMMENCING

FOUND 2" PIPE
CONTROL MONUMENT
NE CORNER OF THE J. WILCOX #44 SURVEY
ABSTRACT NO. 1727
NW CORNER OF THE J. WILCOX #45 SURVEY
ABSTRACT NO. 1703
SOUTH LINE OF THE J. WILCOX #49 SURVEY
ABSTRACT NO. 1730

J. WILCOX #44 SURVEY
ABSTRACT NO. 1727

EXISTING ZONING:
SUP-11
E-1

POINT OF BEGINNING

NOTES:
1. ZONING: E-1 ESTATES, INS INSTITUTIONAL
EXISTING ZONING: PD (E-1)
PROPOSED ZONING: PD (E-1)
CURRENT USE: ABANDONED GAS WELL (PLUGGED-01/28/2021), VACANT/AG, FORMER PARK AREA
EXISTING LAND USE: NEIGHBORHOOD MIXED USE ACTIVITY CENTER (PER 2017 LAND USE PLAN)
PROPOSED LAND USE: LOW DENSITY RESIDENTIAL
PROPOSED RESIDENTIAL LOTS: 16 LOTS
MINIMUM LOT AREA: 1 ACRE
2. WATER SERVICE- EXTENDED WITHIN PUBLIC RIGHT-OF-WAY AND EXTENDED OFFSITE TO ASHWOOD PARK ADDITION
SANITARY SERVICE - EACH LOT WILL BE SERVED BY INDIVIDUAL ON-SITE SEWER SYSTEM
STORM DRAINAGE- ROADWAYS WILL BE RURAL PAVEMENT SECTIONS WITH ROADSIDE DRAINAGE DITCHES
3. GRADING WITHIN/BELOW THE CONSERVATION LIMITS ELEVATION WILL BE SUBJECT TO APPROVAL OF TARRANT REGIONAL WATER DISTRICT (TRWD).

PRELIMINARY - FOR REVIEW ONLY
These documents are for review only and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under supervision of:
M. L. PETERSON, PE 92728 1/12/2022
Name PE No. Date

LEGEND
WTR = WATER
SS = SANITARY SEWER
ESMT = EASEMENT
VW = VARIABLE WIDTH
R.O.W. = RIGHT-OF-WAY
D.R.T.C.T. = DEED RECORDS TARRANT COUNTY TEXAS
P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY TEXAS
C.C.R.T.C.T. = COUNTY CLERK RECORDS TARRANT COUNTY TEXAS

OWNER
JP MORGAN CHASE BANK, N.A. AS TRUSTEE
ADDRESS: 2200 ROSS AVE, FLOOR 10
DALLAS, TX 75201
PHONE: (214) 965-3485
EMAIL: MATTHEW.A.THEISEN@JPMORGAN.COM
CONTACT NAME: MATTHEW A. THEISEN
APPLICANT (DEVELOPER)
EAGLE LOT PARTNERS, LLC
ADDRESS: 15280 ADDISON ROAD #301
DALLAS, TX 75001
PHONE: (214) 392-4032
EMAIL: CHRISPRICE419@GMAIL.COM
CONTACT NAME: CHRIS PRICE

ROESER TRACT EAGLE MOUNTAIN LAKE		
CONCEPT PLAN		
TRACTS 1 & 1B, 1421 PARK ST. & 1550 PARK ST. AZLE, TARRANT COUNTY, TX		
Graham Associates Inc. CONSULTING ENGINEERS & PLANNERS 600 SIX GLASS DRIVE, SUITE 600 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-11917BPLS FIRM: 101538-00		
DRAWN BY: GAI	PROJECT NO. 2905-1001	SHEET
DATE: 1/12/2022	SHEET 1 OF 2	1

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	24.15'	22.71'	S 20°58'53" E	69°10'44"
C2	50.00'	159.39'	99.97'	S 77°43'49" E	182°38'37"
C3	79.85'	124.42'	112.21'	N 00°24'53" W	89°16'33"
C4	163.55'	109.36'	107.34'	S 18°34'52" E	38°18'44"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 55°28'44" E	1.89'
L2	S 79°41'24" W	27.75'
L3	S 80°47'10" W	28.24'
L4	S 85°05'06" W	13.84'
L5	S 25°03'33" W	15.57'
L6	N 86°33'02" W	15.19'
L7	N 33°12'39" W	11.41'
L8	S 89°28'42" W	17.44'
L9	N 73°21'59" W	26.65'
L10	N 84°10'47" W	26.23'
L11	N 85°28'28" W	28.87'
L12	N 85°43'40" W	27.61'
L13	N 85°36'39" W	27.39'
L14	N 81°28'09" W	26.97'
L15	N 78°38'28" W	28.69'
L16	N 85°37'43" W	27.88'
L17	N 80°35'13" W	28.23'
L18	N 85°00'22" W	28.08'
L19	N 83°52'25" W	28.21'
L20	N 86°10'02" W	27.06'
L21	N 86°54'39" W	27.57'
L22	N 82°36'10" W	32.86'
L23	S 44°00'51" E	32.11'
L24	S 85°00'22" E	19.90'
L25	S 85°00'22" E	8.18'

Exhibit "B"

STATE OF TEXAS }
COUNTY OF TARRANT }

KNOW ALL BY THESE PRESENTS, Eagle Lot Partners, LLC and The Waterfront On Park Residential Community, Inc. are the owners of following described real property, to wit;

Being Lot 1X, Block 1 and Lot 8, Block 1, Roeser Addition, an Addition to the City of Azle, Tarrant County, Texas, according to the plat recorded in instrument No. D224056965, Official Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod capped GRAHAM & ASSOC. found at the Northwest corner of said Lot 8, Block 1, for the Northeast corner of Lot 7, Block 1, of said Roeser Addition and for the South line of Park Street;

THENCE S 55°28'44" E, along the North line of said Lot 8, Block 1 and the South line of said Park Street, 456.97 feet passing an x cut for the Northeast corner of said Lot 8, Block 1 and for the Northeast corner of said Lot 1X, Block 1, continuing in all, 469.81 feet to an x cut found at the beginning of a curve to the right whose radius is 20.00 feet and whose chord bears S 20°58'53" E, 22.71 feet;

THENCE along said curve in a Southeasterly direction along the North line of said Lot 1X, Block 1 and the South line of said Park Street, through a central angle of 69°10'44" a distance of 24.15 feet to an x cut found at the beginning of a curve to the left whose radius is 50.00 feet and whose chord bears S 77°43'49" E, 99.97 feet;

THENCE along said curve in a Southeasterly direction along the North line of said Lot 1X, Block 1 and the South line of said Park Street, through a central angle of 182°38'37" a distance of 159.39 feet to an x cut found;

THENCE S 55°28'44"E, along the North line of said Lot 1X, Block 1, 1.89 feet to an x cut found for the West line of Lot 9, Block 1, of said Roeser Addition;

THENCE S 03°06'40" E, along the common line of said Lot 1X, Block 1 and said Lot 9, Block 1, 152.87 feet to a 1/2" iron rod capped GRAHAM & ASSOC. found for the Southeast corner of said Lot 1X, Block 1 and for the Southwest corner of said Lot 9, Block 1, said iron also being the North line of Eagle Mountain Lake;

THENCE along the North line of said Eagle Mountain Lake as follows:

S 79°41'24" W, 27.75 feet;
S 80°47'10" W, 28.24 feet;
S 85°05'06" W, 13.84 feet;
S 25°03'33" W, 15.57 feet;
N 86°33'02" W, 15.19 feet;
N 33°12'39" W, 11.41 feet to a 1/2" iron rod capped MIZELL 6165 set;
S 89°28'42" W, 17.44 feet to a 1/2" iron rod capped GRAHAM & ASSOC. found for the Southwest corner of said Lot 1X, Block 1 and the Southeast corner of said Lot 8, Block 1;
N 73°21'59" W, 26.65 feet;
N 84°10'47" W, 26.23 feet;
N 85°28'28" W, 28.87 feet;
N 85°43'40" W, 27.61 feet;
N 85°36'39" W, 27.39 feet;
N 81°28'09" W, 26.97 feet;
N 78°38'28" W, 28.69 feet;
N 85°37'43" W, 27.88 feet;
N 80°35'13" W, 28.23 feet;
N 85°00'22" W, 28.08 feet;
N 83°52'25" W, 28.21 feet;
N 86°10'02" W, 27.06 feet;
N 86°54'39" W, 27.57 feet;
N 82°36'10" W, 32.86 feet to a 1/2" iron rod capped GRAHAM & ASSOC. found for the Southwest corner of said Lot 8, Block 1 and for the Southeast corner of said Lot 7, Block 1;

THENCE N 00°03'55" E, along the common line of said Lot 8, Block 1 and said Lot 7, Block 1, 430.79 feet to the POINT OF BEGINNING and containing 3.19 acres of land.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That, Eagle Lot Partners, LLC, and The Waterfront On Park Residential Community, Inc. do hereby adopt this plat of the hereinabove described real property as.....

Lots 1XR, 8R1, and 8R2, Block 1,
ROESER ADDITION,
to the City of Azle, Tarrant County, Texas,

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

Executed this the _____ day of _____, 2026.

Daryl N. Snadon, Managing Partner
Eagle Lot Partners, LLC

Cole Snadon, Vice President
The Waterfront on Park Residential
Community, Inc.

STATE OF TEXAS }
COUNTY OF TARRANT }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

Notary Public State of Texas

STATE OF TEXAS }
COUNTY OF TARRANT }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

Notary Public State of Texas

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

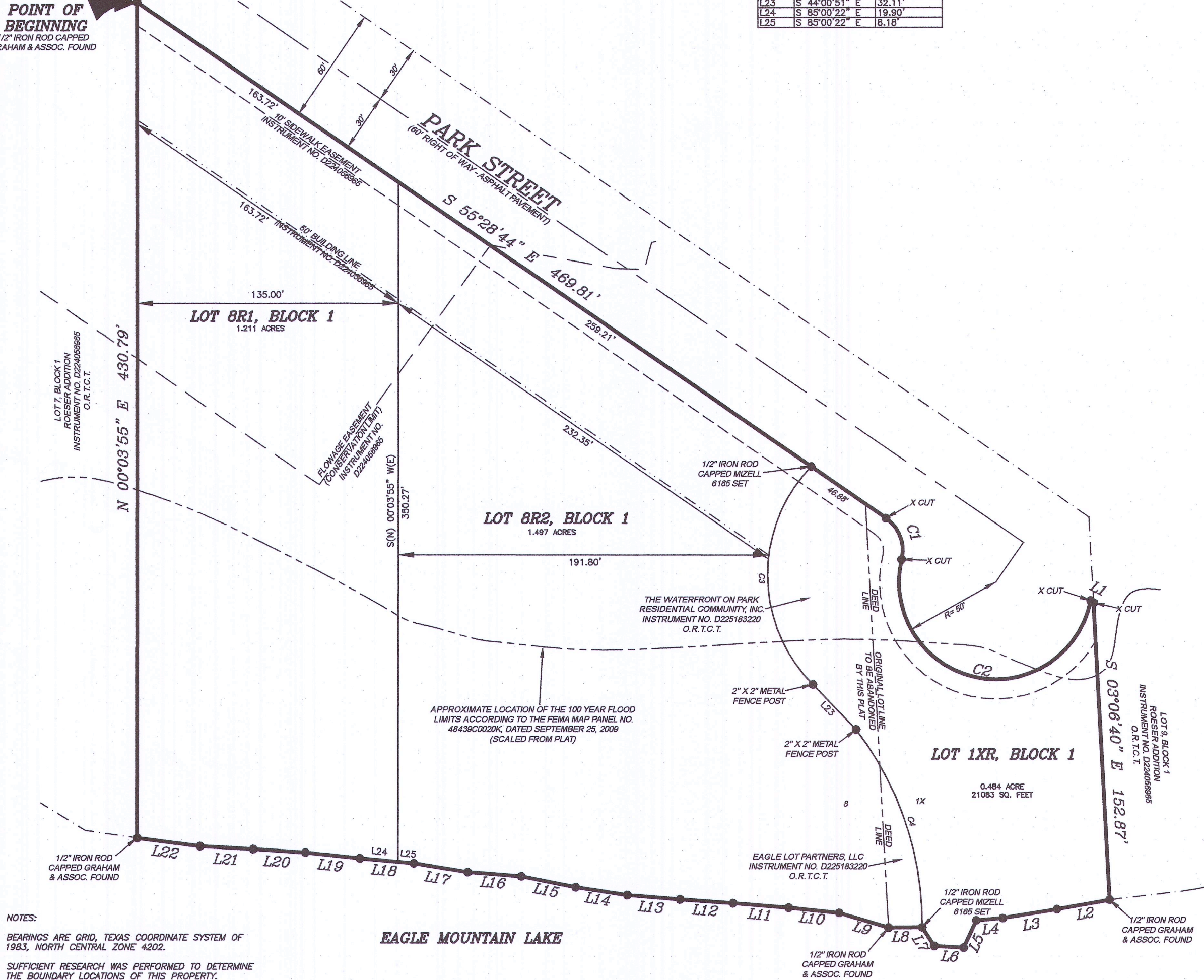
FOR REVIEW ONLY

STEPHEN MIZELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6185
SURVEYED ON THE GROUND MARCH 13, 2025
REVISED AUGUST 29, 2025 (CITY COMMENTS)
REVISED FEBRUARY 26, 2026 (3 LOTS)

Final Plat
Lot 1XR, 8R1, and 8R2, Block 1, of
Roeser Addition,
an Addition to the City of Azle,
Tarrant County, Texas.

BEING AN AMENDED PLAT OF LOT 1X AND LOT 8, BLOCK 1,
ROESER ADDITION, AN ADDITION TO THE CITY OF AZLE,
TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT
RECORDED IN INSTRUMENT NO. D224056965, OFFICIAL
RECORDS, TARRANT COUNTY, TEXAS.

POINT OF
BEGINNING
1/2" IRON ROD CAPPED
GRAHAM & ASSOC. FOUND



NOTES:

BEARINGS ARE GRID, TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE 4202.

SUFFICIENT RESEARCH WAS PERFORMED TO DETERMINE THE BOUNDARY LOCATIONS OF THIS PROPERTY.

THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS AND OTHER SURVEY MATTERS THAT A COMPLETE TITLE SEARCH MIGHT REVEAL.

UNDERGROUND UTILITIES EXIST IN THIS AREA. CONTACT TEXAS 811 AND THE CITY OF AZLE, BEFORE DIGGING, TRENCHING, EXCAVATING, OR BUILDING.

THE PURPOSE OF THIS AMENDED PLAT IS TO CHANGE THE PROPERTY LINE BETWEEN LOTS 1X AND 8, BLOCK 1, ROESER ADDITION AND CREATE LOTS 8R1 AND 8R2.

TOTAL LOTS : 3

RESIDENTIAL LOTS: 2

HOA LOT: 1

WATER SERVICE: PROVIDED BY CITY OF AZLE

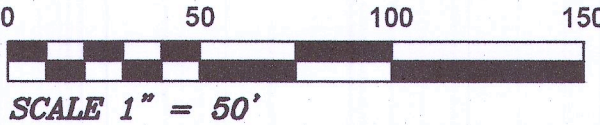
SANITARY SERVICE: EACH LOT WILL BE SERVED BY INDIVIDUAL ON-SITE SEWER SYSTEM

STORM DRAINAGE: ROADWAYS WILL BE RURAL PAVEMENT SECTIONS WITH ROADSIDE DRAINAGE DITCHES

GRADING WITHIN/BELOW THE CONSERVATION LIMITS ELEVATION WILL BE SUBJECT TO APPROVAL OF TARRANT REGIONAL WATER DISTRICT

NEW GATES TO COMPLY WITH EMERGENCY ACCESS STANDARDS INCLUDING: OPTICOM & KNOX BOX DEVICES

TEXAS GEOSPATIAL
LAND SURVEYING, LLC
P.O. BOX 2598
GLEN ROSE, TX 76043
OFFICE: 817-441-6199
STEPHEN@TXGEO.COM
TBPELS FIRM NO. 10083300



LOTS 8R1 AND 8R2, BLOCK 1
OWNER/DEVELOPER
EAGLE LOT PARTNERS, LLC,
15280 ADDISON ROAD #301
DALLAS, TEXAS, 75001

LOT 1XR, BLOCK 1
OWNER/DEVELOPER
THE WATERFRONT ON PARK
RESIDENTIAL COMMUNITY, INC.,
15280 ADDISON ROAD #301
DALLAS, TEXAS, 75001

APPROVED BY CITY OF AZLE,
TARRANT COUNTY, TEXAS

APPROVAL DATE

ASSISTANT CITY MANAGER

SECRETARY

PLAT RECORDED IN D _____

ORDINANCE NO. 2022-06

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF AZLE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM THE ESTATE-1 (E-1) AND INSTITUTIONAL (INS) DISTRICTS TO THE PLANNED DEVELOPMENT DISTRICT (PD) BY APPROVING A CONCEPT PLAN FOR A PROPOSED 16-LOT RESIDENTIAL SUBDIVISION ON APPROXIMATELY 28.25 ACRES OF LAND SITUATED IN THE J. WILCOX SURVEY, ABSTRACT NO. 1727, CITY OF AZLE, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED AS A PORTION OF CERTAIN PARCEL DESCRIBED IN DEED TO CHARLES F. ROESER BY DEED RECORDED IN VOLUME 1095, PAGE 72, DEED RECORDS, TARRANT COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 of the City of Azle heretofore adopted the Zoning Ordinance of the City of Azle, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the owner of property generally located in the 1400 Block of Park Street, Azle, Texas has filed an application to change the zoning of the property described as approximately 28.25 acres of land situated in the J. Wilcox Survey, Abstract No. 1727, City of Azle, Tarrant County, Texas, and being described as a portion of certain parcel described in deed to Charles F. Roeser by deed recorded in Volume 1095, Page 72, Deed Records, Tarrant County, Texas as shown on the attached Exhibit "A" from the Estate 1 (E-1) and Institutional (INS)

Districts to the Planned Development District by approving a concept plan as shown on the attached Exhibit "B" for a proposed single-family residential development for said property; and

WHEREAS, the Planning and Zoning Commission of the City of Azle, Texas held a public hearing on January 20, 2022, and the City Council of the City of Azle, Texas held a public hearing on February 15, 2022, with respect to the zoning change described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of Azle, and that the zoning change should be granted, subject to the conditions imposed herein.

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

SECTION 1.

The Zoning Ordinance of the City of Azle, Texas is hereby amended by changing the zoning of the property shown on the attached Exhibit "A" from the Estate 1 (E-1) and Institutional (INS) Districts to the Planned Development District and approving a concept plan as set forth on the attached hereto and incorporated herein as Exhibit "B" for property described as approximately 28.25 acres of land situated in the J. Wilcox Survey, Abstract No. 1727, City of Azle, Tarrant County, Texas, and being described as a portion of certain parcel described in deed to Charles F. Roeser by deed recorded in Volume 1095, Page 72, Deed Records, Tarrant County, Texas.

SECTION 2.

The City Council finds that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance of the City of Azle, Texas is sufficient to approve the Concept Plan attached hereto as Exhibit "B" and incorporated for all purposes with the following conditions:

1. The minimum dwelling unit shall be 3,000 square feet.
2. Park Street shall be 60-foot right-of-way in accordance with the City of Azle Master Thoroughfare Plan.

SECTION 3.

The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in the Planned Development Concept Plan attached as Exhibit "B". Unless otherwise provided in Exhibit "B", the Property shall be governed by all applicable regulations contained in all applicable and pertinent ordinances of the City of Azle.

SECTION 4.

The zoning district as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 5.

That the official zoning map of the City of Azle is amended and the City Secretary is directed to revise the official zoning map, as set forth above.

SECTION 6.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Azle, Texas, as amended, except when 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 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8.

Any person, firm or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of Azle, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.

SECTION 9.

All rights and remedies of the City of Azle are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, 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 10.

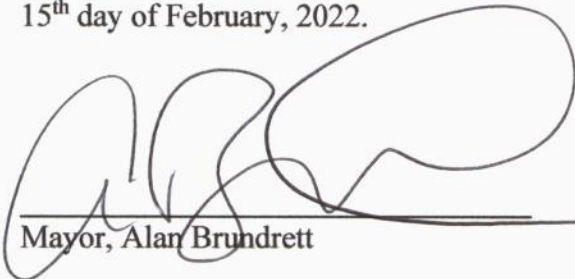
The City Secretary of the City of Azle is hereby directed to publish the caption, the penalty clause and effective date clause in the official newspaper at least once within ten (10) days after the passage of this ordinance.

SECTION 11.

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

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on this the 15th day of February, 2022.



Mayor, Alan Brundrett

ATTEST:



Yael Forgey, City Secretary

APPROVED AS TO FORM:

Cara Leahy White, City Attorney

Exhibit "A"

ROESER-SOUTH

ROESER SOUTH LEGAL DESCRIPTION

Being a 28.24 acre tract of land situated in the J. Wilcox #44 Survey, Abstract No. 1727, Tarrant County, Texas and being a portion of that certain parcel described in deed to Charles F. Roeser by the deed recorded in Volume 1095, Page 72, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a found 2 inch metal pipe in the northeast corner of the J. Wilcox Survey #44, Abstract No. 1727, the northwest corner of the J. Wilcox Survey #45, Abstract No. 1703 and in the south line of the J. Wilcox Survey #49, Abstract No. 1730;

THENCE South 00°13'51" West, a distance of 1,419.03 feet, along the west line of said J. Wilcox Survey #45, Abstract No. 1703, to the POINT OF BEGINNING;

THENCE South 00°13'51" West, a distance of 674.30 feet, continuing along said west line of J. Wilcox Survey #45, Abstract No. 1703, to a point, being in a contour elevation of 649.00 feet;

THENCE along a said contour line with an elevation of 649.00 feet the following meander calls:

THENCE South 89°46'26" West, a distance of 10.98 feet to a point;

THENCE North 55°00'44" West, a distance of 22.06 feet to a point;

THENCE North 73°14'22" West, a distance of 9.64 feet to a point;

THENCE South 85°22'24" West, a distance of 9.46 feet to a point;

THENCE South 65°53'14" West, a distance of 21.08 feet to a point;

THENCE South 89°46'26" West, a distance of 33.10 feet to a point;

THENCE South 81°50'54" West, a distance of 13.88 feet to a point;

THENCE South 89°35'41" West, a distance of 66.86 feet to a point;

THENCE North 82°58'15" West, a distance of 44.28 feet to a point;

THENCE South 89°32'32" West, a distance of 72.11 feet to a point;

THENCE South 84°52'02" West, a distance of 24.33 feet to a point;

THENCE South 89°00'50" West, a distance of 49.01 feet to a point;

THENCE South 79°54'55" West, a distance of 52.89 feet to a point;

THENCE South 88°57'11" West, a distance of 58.67 feet to a point;

THENCE North 89°17'41" West, a distance of 80.26 feet to a point;

THENCE North 87°10'52" West, a distance of 73.48 feet to a point;

ROESER-SOUTH

THENCE North 84°15'52" West, a distance of 62.23 feet to a point;

THENCE North 83°58'54" West, a distance of 76.82 feet to a point;

THENCE North 79°24'09" West, a distance of 116.10 feet to a point;

THENCE North 72°43'23" West, a distance of 54.24 feet to a point;

THENCE North 62°53'23" West, a distance of 18.96 feet to a point;

THENCE North 49°11'46" West, a distance of 45.45 feet to a point;

THENCE North 69°39'52" West, a distance of 52.87 feet to a point;

THENCE North 76°44'33" West, a distance of 84.66 feet to a point;

THENCE North 79°33'01" West, a distance of 201.31 feet to a point;

THENCE North 83°54'55" West, a distance of 103.09 feet to a point;

THENCE North 88°40'40" West, a distance of 65.44 feet to a point;

THENCE South 82°39'27" West, a distance of 31.82 feet to a point;

THENCE North 89°07'27" West, a distance of 32.11 feet to a point;

THENCE South 81°07'42" West, a distance of 21.51 feet to a point;

THENCE South 89°09'18" West, a distance of 54.45 feet to a point;

THENCE South 89°09'36" West, a distance of 16.69 feet to a point;

THENCE North 00°03'55" East, leaving said contour line, a distance of 908.39 feet to a found 2 inch pipe, being the existing north right-of-way line of Park Street (County Road 4030)(having a 50 foot Right-of-way);

THENCE South 55°28'44" East, along said existing north right-of-way line, a distance of 515.49 feet to a point;

THENCE North 34°31'16" East, leaving said existing north right-of-way line, a distance of 172.85 feet to a point, for the beginning of a tangent curve to the right having a radius of 55.00 feet, a central angle of 55°28'44", and a long chord which bears North 62°15'38" East, 51.20 feet;

THENCE along said tangent curve to the right, an arc length of 53.26 feet to a point;

THENCE South 90°00'00" East, a distance of 122.03 feet to a point, for the beginning of a tangent curve to the right having a radius of 55.00 feet, a central angle of 34°31'16", and a long chord which bears South 72°44'22" East, 32.64 feet;

THENCE along said tangent curve to the right, an arc length of 33.14 feet to a point;

THENCE South 55°28'44" East, a distance of 475.05 feet to a point, for the beginning of a tangent curve to the left having a radius of 25.00 feet, a central angle of 35°15'44", and a long chord which bears South 73°06'36" East, 15.14 feet;

ROESER-SOUTH

THENCE along said tangent curve to the left, an arc length of 15.39 feet to a point;

THENCE North $89^{\circ}15'33''$ East, a distance of 518.39 feet to the POINT OF BEGINNING and CONTAINING 1,230,312 square feet, 28.24 acres of land, more or less.



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

January 13, 2022

David Hawkins, Planning Director
City of Azle
505 W. Main Street
Azle, Texas 76020

Re: Planned Development (PD) Request
Roeser Tract at Eagle Mountain Lake

This request is to zone the proposed development property as a Planned Development (PD) under the general conditions of Estate One (E-1) District as defined in the City Zoning Ordinance with variances. The proposed variances are to accommodate the physical constraints of the land and existing improvements while remaining consistent with the surrounding community. The variances are also provided based on the input and concerns of the citizens as well as the Planning and Zoning Commission.

The property consists of an 28.24 acre tract of undeveloped land (currently zoned E-1), and a 14.7 acre tract of land that was formerly Roeser Park abutting Eagle Mountain Lake (currently zoned INS). The two tracts are currently separated and served by Park Street (a public roadway) that terminates at a gated private community serving 11 addressed properties. The property is further illustrated and described in the Concept Plan prepared with this request.

This development is planned to re-develop the former park area into rural residential estates that are consistent with, and compliment, the existing surrounding residential community. The development will consist of 9 lake side lots that front and access the public Park St. south right-of-way; and 7 lots with rear access and frontage to Park St. north right-of-way. The 7 lots north of Park St. will also have private access to the lake by Lot 1X as shown in the Concept Plan prepared with this request.

To accommodate the physical constraints of the existing roadway, topography, and restrictions adjacent to Eagle Mountain Lake, variances to the standard Estate One (E-1) Zoning District are proposed with this PD. These variances include adjustments to the lot dimension and the roadway street requirements as follows:

Arlington
600 Six Flags Drive, Suite 500
Arlington, Texas 76011
817.640.8535
Fax 817.633.5240

Fort Worth
1300 Summit Avenue, Suite 419
Fort Worth, Texas 76102
817.332.5756
Fax 817.336.6909

Lot Dimensions:**Proposed variances to the standard Estate One District:****-Minimum lot width:**

Block 1, Lots 1-7: one hundred and ten feet (110')

Block 1, Lots 8-16: one hundred and thirty-five feet (135')

All other development standards in Estate One (E-1) Zoning District will be met for this PD.

The Tarrant Regional Water District (TRWD) requires that all residential structures along Eagle Mountain Lake be above the set flood conservation elevation. To provide buildable lots along the lake that will allow for building pads to be placed above this minimum elevation meeting the TRWD regulations, the lots with lake frontage range from 200 ft. to 800 ft. in depth. While maintaining the minimum one (1) acre lot area of the Estate One District, a variance is requested to reduce the Block 1 minimum lot width to one-hundred and ten feet (110') and one-hundred and thirty-five feet (135') from the 200'. Due to the depth of the lake side lots (Block 1), the shape and acreage of the lots will remain consistent with the existing lake side residences on each side of the development.

The 110' lot width minimum for Lots 1-7, Block 1 along the lake frontage maintain a larger minimum lot width when compared to the adjacent SF-5 and E-3 zoning to the west (60' min./100' min.). East along Park St. Lots 8-16, Block 1 then transition the lot widths to a minimum of 135' width to be consistent with the existing community (E-1 Zoning) to the east where the majority of the lots are less than 127' wide. The requested lakeside lot widths provide lots that are consistent with the community standards while providing lot areas well in excess of the minimum one-acre lot area requirements of the E-1 zoning category.

Street Design Requirements:

- Existing Park Street to remain as a rural street section as it exists today.
- A 10' sidewalk easement shall be provided along the south side of the proposed Park St. right-of-way.

To maintain the rural natural feel of the existing community, Park St. is proposed to remain as an asphalt street with roadside drainage ditches.

A 30' wide private alley is proposed for the 7 lots north of Park St. providing rear access.

Park St. currently terminates as a dead-end prior to Eagle Mountain Lake. A cul-de-sac is to be provided at this dead-end to allow a turnaround for emergency services. The resulting lengths of the system exceed the Design Criteria Manual for street distances; however, this reduces and improves the existing non-conforming condition.

A 10' sidewalk easement will be provided adjacent to the south side of the proposed Park St. right-of-way to accommodate a sidewalk that will provide a pedestrian path outside the proposed asphalt roadway.

To summarize the proposed changes proposed with this Planned Development, the property shall be developed and used in accordance with the provisions of the Zoning Ordinance applicable to the Estate One (E-1) Zoning District, Subdivision Ordinance (SO), and the Design Criteria Manual (DCM) subject to the following:

Zoning Ordinance - Section 5.3 Development Regulations:

	Proposed	E-1 Zoning Standard
Minimum Average Lot Width:		
Block 1, Lots 1-7	110 feet	(200 feet)
Block 1, Lots 8-16	135 feet	(200 feet)
Proposed Maximum Height:		
Block 1, Lots 1-9:	2 ½ stories - measured above the front door elev.	

Transportation Design Criteria Manual (DCMT) Street System:**DCMT Section 2.2. Streets Required:***Proposed Criteria:*

The existing local streets within the development shall remain as asphalt pavement in conjunction with roadside drainage ditches. This street section drains to the roadside ditches and does not require curb and gutter on the edge of pavement.

SO Section 7.5.L [DCMT Section 2.3.4] – Pavement Widths and Right-of-Ways**Existing Criteria:**

Minor streets shall have a right-of-way of at least fifty (50) feet and a pavement width of at least thirty (30) feet.

Proposed Criteria:

Park Street exists with a right-of-way of at least fifty (50) feet and asphalt pavement. No new streets are proposed.

SO Section 7.5.H [DCMT Section 2.3.7.]**Existing Criteria:**

Cul-de-sacs shall not exceed six hundred (600) feet in length and shall have a turnaround of not less than one hundred (100) feet in diameter.

Proposed Criteria:

The length of existing Park St. shall not be increased within the development and will continue to serve the existing and proposed lots as the street currently exists.

Storm Drainage Improvement Design Criteria Manual (DCMS)

DCMS Section 1.2.11 Full Concrete Lining

Proposed Criteria:

The existing roadside ditches including ditches along Park St. shall not require concrete lining.

Infrastructure Ownership and Maintenance Responsibility

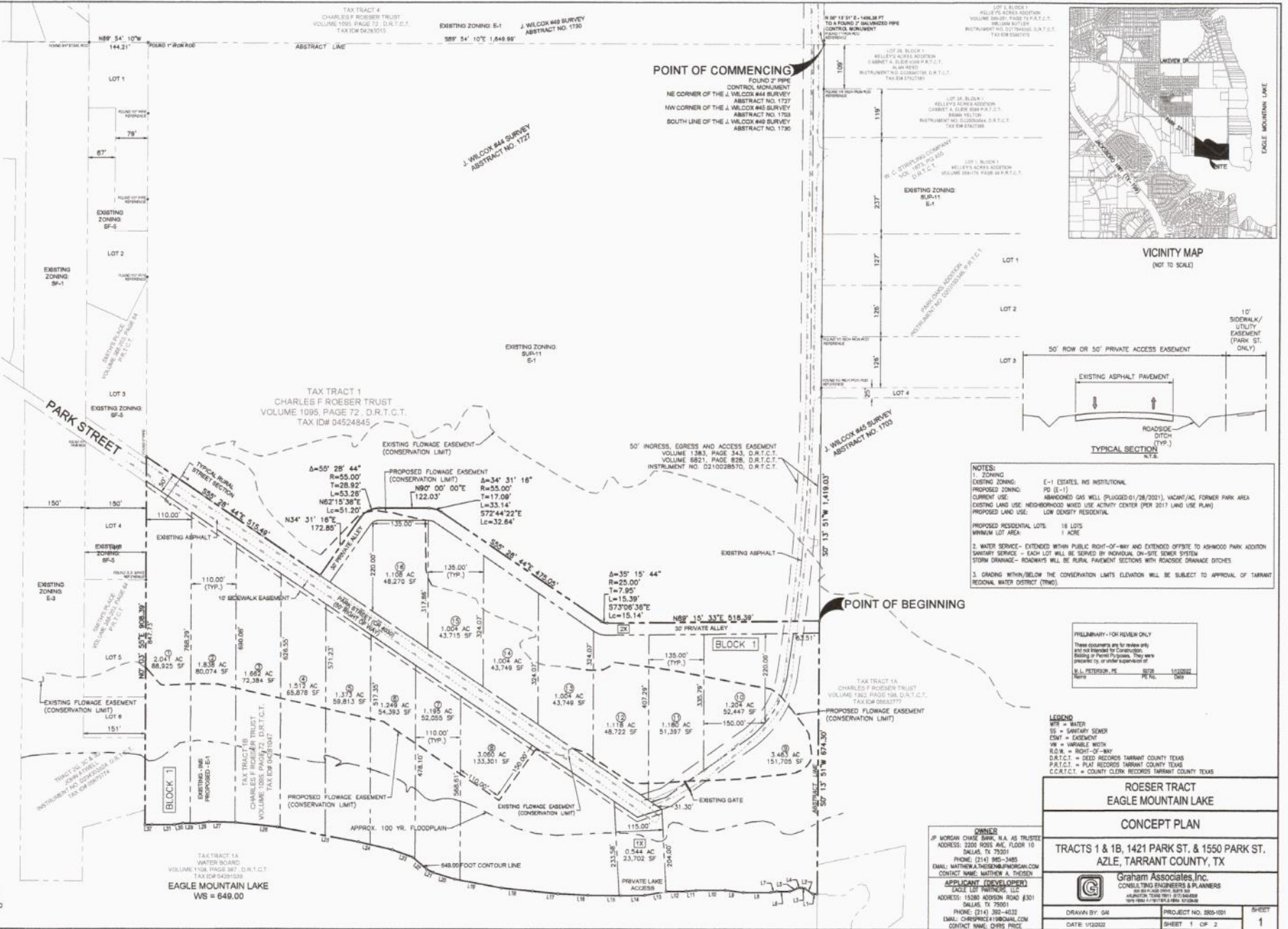
Proposed Criteria:

All water main improvements will be owned and maintained by the City of Azle and be contained within a public right-of-way, or within a dedicated easement.

Drainage Easements

Any stormwater leaving the site that crosses private property will require an offsite drainage easement, in accordance with city standards, at the time of platting for this development.

LINE TABLE		
SEMENT	LENGTH	DIRECTION
L1	10.86	S89° 48' 28"W
L2	22.06	N89° 00' 44"W
L3	9.64	N79° 14' 22"W
L4	5.48	S85° 22' 24"W
L5	21.08	S85° 53' 14"W
L6	33.10	S89° 49' 28"W
L7	13.68	S81° 50' 54"W
L8	88.68	S89° 35' 41"W
L9	44.28	N82° 58' 15"W
L10	72.11	S89° 32' 32"W
L11	24.33	S84° 52' 02"W
L12	48.01	S89° 00' 50"W
L13	52.88	S79° 54' 50"W
L14	58.87	S88° 57' 11"W
L15	80.28	N89° 17' 41"W
L16	73.48	N87° 10' 52"W
L17	82.23	N84° 15' 52"W
L18	78.82	N83° 58' 54"W
L19	118.10	N79° 34' 08"W
L20	54.24	N72° 42' 23"W
L21	18.85	N52° 53' 23"W
L22	45.45	N49° 11' 48"W
L23	52.87	N89° 38' 52"W
L24	84.66	N78° 44' 33"W
L25	201.31	N79° 33' 01"W
L26	103.08	N83° 54' 55"W
L27	85.44	N88° 42' 40"W
L28	31.82	S82° 38' 27"W
L29	32.11	N89° 07' 27"W
L30	21.51	S81° 07' 42"W
L31	54.45	S89° 09' 18"W
L32	18.89	S89° 09' 36"W



OWNER
J.P. MORGAN CHASE BANK, N.A. AS TRUSTEE
ADDRESS: 2200 Ross Ave., Floor 10
DALLAS, TX 75201
PHONE: (214) 965-5485
FAX: (214) 965-5485
E-MAIL: MATTHEW.A.THESEN@JPMORGAN.COM
CONTACT NAME: MATTHEW A. THESEN

APPLICANT (LOCAL OFFICE)
EAGLE LOT SERVICES, LLC
ADDRESS: 15380 Addison Road #301
DALLAS, TX 75240
PHONE: (214) 392-4032
E-MAIL: CHRISPRICE1@GMAIL.COM
CONTACT NAME: CHRIS PRICE

PROJECT NO. 3905-1051
SHEET 1 OF 3
DATE 1/13/2022

LEGEND
W = WATER
SS = SANITARY SEWER
E = EASEMENT
VE = VARIABLE WIDTH
R.O.W. = RIGHT-OF-WAY
D.R.T.C.T. = DEED RECORDS TARRANT COUNTY TEXAS
P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY TEXAS
C.C.R.T.C.T. = COUNTY CLERK RECORDS TARRANT COUNTY TEXAS

ROESER TRACT
EAGLE MOUNTAIN LAKE
CONCEPT PLAN
TRACTS 1 & 1B, 1421 PARK ST. & 1550 PARK ST.,
AZLE, TARRANT COUNTY, TX

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
800 WEST 10TH STREET, SUITE 200
DALLAS, TEXAS 75201
PHONE: (214) 750-1100
FAX: (214) 750-1101
E-MAIL: GAT@GRAMASSOCIATES.COM
CONTACT NAME: GAT

LEGAL DESCRIPTION

Being a 28.24 acre tract of land situated in the J. Wilcox #44 Survey, Abstract No. 1727, Tarrant County, Texas and being a portion of that certain parcel described in deed to Charles F. Roeser by the deed recorded in Volume 1095, Page 72, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a found 2 inch metal pipe in the northeast corner of the J. Wilcox Survey #44, Abstract No. 1727, the northwest corner of the J. Wilcox Survey #45, Abstract No. 1703 and in the south line of the J. Wilcox Survey #49, Abstract No. 1730;

THENCE South 00°13'51" West, a distance of 1,419.03 feet, along the west line of said J. Wilcox Survey #45, Abstract No. 1703, to the POINT OF BEGINNING;

THENCE South 00°13'51" West, a distance of 674.30 feet, continuing along said west line of J. Wilcox Survey #45, Abstract No. 1703, to a point, being in a contour elevation of 649.00 feet;

THENCE along a said contour line with an elevation of 649.00 feet the following meander calls:

THENCE South 89°46'26" West, a distance of 10.98 feet to a point;

THENCE North 55°00'44" West, a distance of 22.06 feet to a point;

THENCE North 73°14'22" West, a distance of 9.64 feet to a point;

THENCE South 85°22'24" West, a distance of 9.46 feet to a point;

THENCE South 65°53'14" West, a distance of 21.08 feet to a point;

THENCE South 89°46'26" West, a distance of 33.10 feet to a point;

THENCE South 81°50'54" West, a distance of 13.88 feet to a point;

THENCE South 89°35'41" West, a distance of 66.86 feet to a point;

THENCE North 82°58'15" West, a distance of 44.28 feet to a point;

THENCE South 89°32'32" West, a distance of 72.11 feet to a point;

THENCE South 84°52'02" West, a distance of 24.33 feet to a point;

THENCE South 89°00'50" West, a distance of 49.01 feet to a point;

THENCE South 79°54'55" West, a distance of 52.89 feet to a point;

THENCE South 88°57'11" West, a distance of 58.87 feet to a point;

THENCE North 89°17'41" West, a distance of 80.26 feet to a point;

THENCE North 87°10'52" West, a distance of 73.48 feet to a point;

THENCE North 84°15'52" West, a distance of 62.23 feet to a point;

THENCE North 83°58'54" West, a distance of 76.82 feet to a point;

THENCE North 79°24'09" West, a distance of 116.10 feet to a point;

THENCE North 72°43'23" West, a distance of 54.24 feet to a point;

THENCE North 62°53'23" West, a distance of 18.96 feet to a point;

THENCE North 49°11'46" West, a distance of 45.45 feet to a point;

THENCE North 69°39'52" West, a distance of 52.87 feet to a point;

THENCE North 76°44'33" West, a distance of 84.66 feet to a point;

THENCE North 79°33'01" West, a distance of 201.31 feet to a point;

THENCE North 83°54'55" West, a distance of 103.09 feet to a point;

THENCE North 88°40'40" West, a distance of 65.44 feet to a point;

THENCE South 82°39'27" West, a distance of 31.82 feet to a point;

THENCE North 89°07'27" West, a distance of 32.11 feet to a point;

THENCE South 81°07'42" West, a distance of 21.51 feet to a point;

THENCE South 89°09'18" West, a distance of 54.45 feet to a point;

THENCE South 89°09'58" West, a distance of 16.69 feet to a point;

THENCE North 00°03'55" East, leaving said contour line, a distance of 908.39 feet to a found 2 inch pipe, being the existing north right-of-way line of Park Street (County Road 4030)(having a 50 foot Right-of-way);

THENCE South 55°28'44" East, along said existing north right-of-way line, a distance of 515.49 feet to a point;

THENCE North 34°31'16" East, leaving said existing north right-of-way line, a distance of 172.85 feet to a point, for the beginning of a tangent curve to the right having a radius of 55.00 feet, a central angle of 55°28'44", and a long chord which bears North 62°15'58" East, 51.20 feet;

THENCE along said tangent curve to the right, an arc length of 53.28 feet to a point;

THENCE South 90°00'00" East, a distance of 122.03 feet to a point, for the beginning of a tangent curve to the right having a radius of 55.00 feet, a central angle of 34°31'16", and a long chord which bears South 72°44'22" East, 32.64 feet;

THENCE along said tangent curve to the right, an arc length of 33.14 feet to a point;

THENCE South 55°28'44" East, a distance of 475.05 feet to a point, for the beginning of a tangent curve to the left having a radius of 25.00 feet, a central angle of 35°15'44", and a long chord which bears South 73°06'36" East, 15.14 feet;

THENCE along said tangent curve to the left, an arc length of 15.39 feet to a point;

THENCE North 89°15'33" East, a distance of 518.39 feet to the POINT OF BEGINNING and CONTAINING 1,230.312 square feet, 28.24 acres of land, more or less.

INSTITUTIONAL ZONING LEGAL DESCRIPTION

Being a 14.74 acre tract of land situated in the J. Wilcox #44 Survey, Abstract No. 1727, Tarrant County, Texas and being a portion of that certain parcel described in deed to Charles F. Roeser by the deed recorded in Volume 1095, Page 72, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a found 2 inch metal pipe in the northeast corner of the J. Wilcox Survey #44, Abstract No. 1727, the northeast corner of the J. Wilcox Survey #45, Abstract No. 1703 and in the south line of the J. Wilcox Survey #49, Abstract No. 1730;

THENCE North 89°54'10" West, a distance of 1,649.99 feet, along the south line of said J. Wilcox Survey #49, Abstract No. 1730 to a found 1 inch iron rod in the south line of said J. Wilcox Survey #49, Abstract No. 1730 and being the northeast corner of Lot 1, Smith's Place Addition, as recorded in Volume 368-203, Page 64, Plat Records, Tarrant County, Texas from which a found 3/4 inch iron rod at the southeast corner of Ashwood Park Addition, as recorded in instrument Number 0211710065, P.R.T.C.T., bears North 89°54'10" West, 144.21 feet;

THENCE South 00°03'55" West, a distance of 1,079.87 feet to the POINT OF BEGINNING, being in the existing south line of Park Road (CR 4030)(having a 50' right-of-way);

THENCE South 55°28'44" East, along said existing south line and extending beyond, a distance of 1,786.87 feet to a contour elevation of 649.00 feet;

THENCE along a said contour line with an elevation of 649.00 feet the following meander calls:

THENCE South 89°35'41" West, a distance of 10.10 feet to a point;

THENCE North 82°58'15" West, a distance of 44.28 feet to a point;

THENCE South 89°32'32" West, a distance of 72.11 feet to a point;

THENCE South 84°52'02" West, a distance of 24.33 feet to a point;

THENCE South 89°00'50" West, a distance of 49.01 feet to a point;

THENCE South 79°54'55" West, a distance of 52.89 feet to a point;

THENCE South 88°57'11" West, a distance of 58.87 feet to a point;

THENCE North 89°17'41" West, a distance of 80.26 feet to a point;

THENCE North 87°10'52" West, a distance of 73.48 feet to a point;

THENCE North 84°15'52" West, a distance of 62.23 feet to a point;

THENCE North 83°58'54" West, a distance of 76.82 feet to a point;

THENCE North 79°24'09" West, a distance of 116.10 feet to a point;

THENCE North 72°43'23" West, a distance of 54.24 feet to a point;

THENCE North 62°53'23" West, a distance of 18.96 feet to a point;

THENCE North 49°11'46" West, a distance of 45.45 feet to a point;

THENCE North 69°39'52" West, a distance of 52.87 feet to a point;

THENCE North 76°44'33" West, a distance of 84.66 feet to a point;

THENCE North 79°33'01" West, a distance of 201.31 feet to a point;

THENCE North 83°54'55" West, a distance of 103.09 feet to a point;

THENCE North 88°40'40" West, a distance of 65.44 feet to a point;

THENCE South 82°39'27" West, a distance of 31.82 feet to a point;

THENCE North 89°07'27" West, a distance of 32.11 feet to a point;

THENCE South 81°07'42" West, a distance of 21.51 feet to a point;

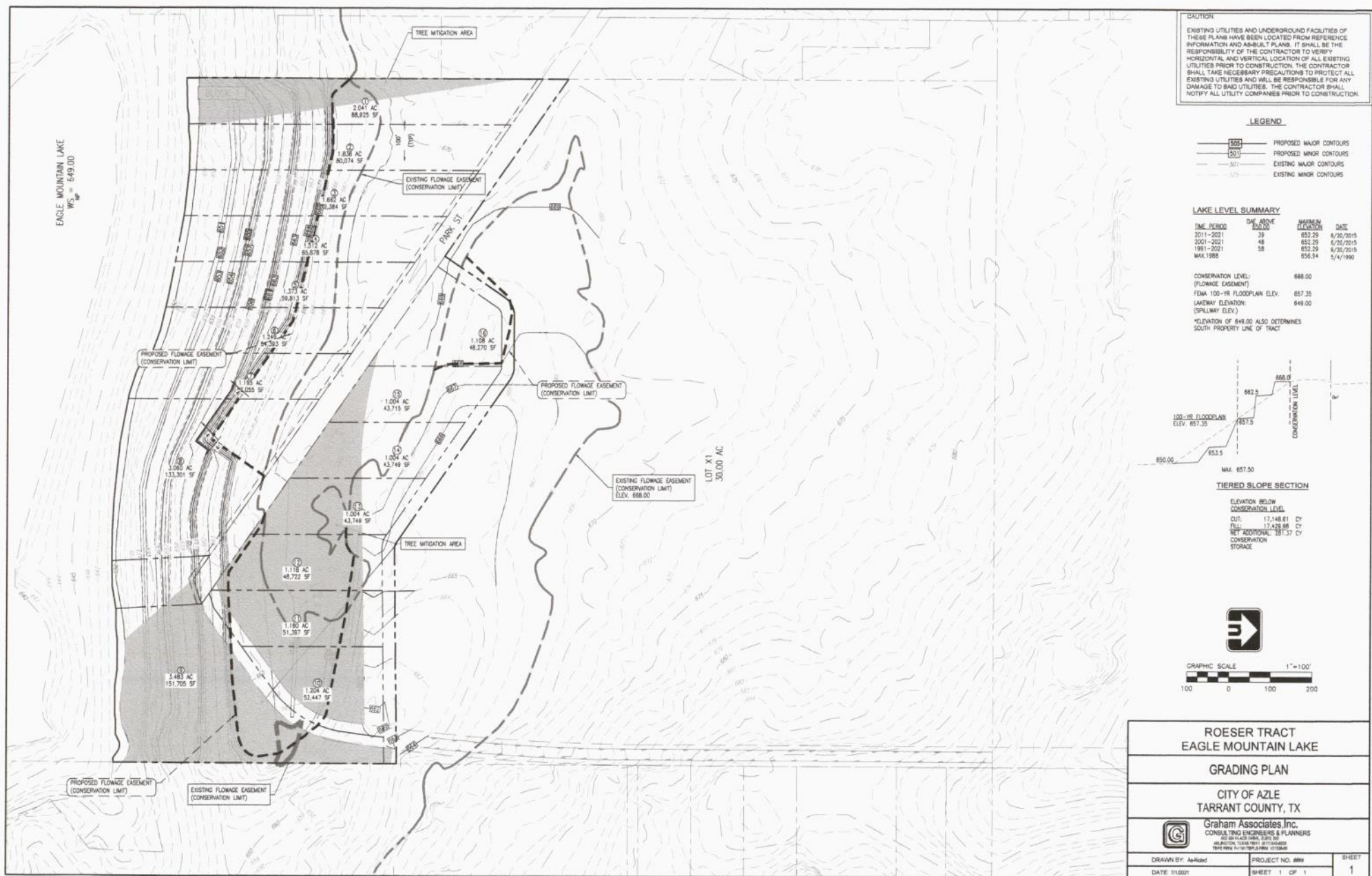
THENCE South 89°09'18" West, a distance of 54.45 feet to a point;

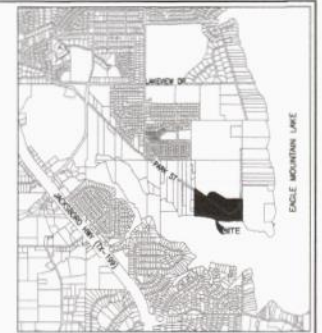
THENCE South 89°09'58" West, a distance of 16.69 feet to a point;

THENCE North 00°03'55" East, a distance of 847.75 feet, departing said contour line to the POINT OF BEGINNING and CONTAINING 642,134 square feet, 14.74 acres of land, more or less.

ROESER TRACT EAGLE MOUNTAIN LAKE		
CONCEPT PLAN		
TRACTS 1 & 1B, 1421 PARK ST. & 1550 PARK ST. AZLE, TX, TARRANT COUNTY		
 Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 2000 W. PARK DRIVE, SUITE 200 FORT WORTH, TEXAS 76102-1100		
DRAWN BY: JLN	PROJECT NO. 2805-101	SHEET
DATE: 11/20/02	SHEET 2 OF 2	2







VICINITY MAP
(NOT TO SCALE)



PRELIMINARY - FOR REVIEW ONLY
These documents are for review only
and not intended for construction.
Bidding or Permit Processes. They were
prepared by or under supervision of
S. L. PETERSON, P.E.
DATE: 11/20/2011
SCALE: 1"=100'

LEGEND
DE = DOWNHEAD ELECTRIC

OWNER
JP MORGAN CHASE BANK, N.A. AS TRUSTEE
ADDRESS: 2200 ROSS AVE, FLOOR 10
DALLAS, TX 75201
PHONE: (214) 380-3445
EMAIL: MATTHEW.A.THORNTON@JPMORGAN.COM
CONTACT NAME: MATTHEW A. THORNTON
APPLICANT / DEVELOPER
EAGLE LOT PARTNERS, LLC
ADDRESS: 15200 ADDISON ROAD #301
DALLAS, TX 75201
PHONE: (214) 380-4022
EMAIL: CHLOE@EAGLELOT.COM
CONTACT NAME: CHLOE PRICE

ROESER TRACT EAGLE MOUNTAIN LAKE		
TREE EXHIBIT		
TRACTS 1 & 1B, 1421 PARK ST. & 1550 PARK ST. AZLE, TARRANT COUNTY, TX		
 Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 2000 W. CAMP MEADOWS, SUITE 200 DALLAS, TEXAS 75240 (214) 380-1000 WWW.GRAPHAMASSOCIATES.COM		
DRAWN BY: GAN	PROJECT NO: 200-101	SHEET
DATE: 11/20/2011	SHEET 1 OF 1	1



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Conduct a public hearing and consider any action on Ordinance No. 2026-21 regarding voluntary annexation of approximately 1.61 acres of land located in the John See Survey, Abstract No. 1192. The subject property is located on the southwest corner of the S FM 730 and Main Street intersection and addressed as 13551 FM 730 S.

Background and Explanation:

The property owner has requested this 1.61-acre tract of land addressed as 13551 FM 730 S to be annexed into the City of Azle. There are two (2) existing commercial buildings, approximately 4,820 square feet in size, and a billboard sign that will remain on the property. If annexation is approved, the property would be classified as E-1, Estate One District as stated under Section 1.7 of the City of Azle Zoning Ordinance. The property owner intends to submit a zoning change request to change the E-1 zoning to a commercial zoning district to be considered by the Planning and Zoning Commission and City Council at a future date.

Property Location:



The commercial buildings and billboard sign will remain in place and continue operating as is. Attached is a Service Plan which outlines all the new city services that would be provided to this property if annexed into the City. Also attached is the Non-Annexation and Development Agreement, which was approved back in 2017 and stipulates that if there were any new plat or development plans submitted to the City within the next 15 years, then the property would be automatically annexed into the City. If annexed into the City, the City would begin receiving property and sales tax revenues. The enactment of the Service Plan and taxes would be effective immediately upon annexation approval by the City.

On June 12, 2026, in accordance with Chapter 43.0561 of the Texas Local Government Code, the City sent out letters via email and certified mail to all government agencies, utility providers, Post Office, Tarrant and Parker County agencies, and the Emergency Service District, announcing this volunteer annexation request and public hearing date. A public hearing notice was also published in the Azle News.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Staff forwards this voluntary annexation request to the City Council for their consideration.

Attachments:

1. Ordinance 2026-21
2. Voluntary Annexation Request Letter - 13551 FM 730 S 5.14.2026
3. Annexation Location Map 6.12.2026
4. Exhibit A - 13551 FM 730 S Property Survey Exhibit
5. Exhibit B - Service Plan (1.61-ac 13551 FM 730 S)
6. TJRE, LLCT - Non-Annexation Agreement Parker Co.
7. Billboard

ORDINANCE NO. 2026-21

AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF AZLE OF A TRACT OUT OF THE JOHN SEE SURVEY, ABSTRACT NO. 1192 COMPRISING APPROXIMATELY 1.61 ACRES SPECIFICALLY DESCRIBED AND DEPICTED BELOW, FOR ALL MUNICIPAL PURPOSES; APPROVING A SERVICE PLAN FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the property owner of an approximate 1.61 acres situated in the John See Survey, Abstract No. 1192 has petitioned for voluntary annexation into the City; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the Azle City Council; and

WHEREAS, a Service Plan has been prepared in accordance with law and is attached to and adopted with this Ordinance.

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

SECTION 1.

ANNEXATION

That all portions of the following parcel (the "Territory") located in Parker County, Texas, is hereby annexed to the City of Azle as a part of the city for all municipal purposes, and the city limits are extended to include such Territory; being a tract out of the John See Survey, Abstract No. 1192 comprising approximately 1.61 acres, as described and depicted on Exhibit "A", attached to and incorporated in this Ordinance for all purposes. In the event of a discrepancy between the description and the depiction, the depiction shall control.

SECTION 2.

RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREA

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of Azle, and are bound by all acts, ordinances, and all other legal action now in full force and

effect and all those which may be subsequently adopted.

SECTION 3.
OFFICIAL MAP

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of Azle, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the city to add the territory annexed as required by law.

SECTION 4.
FILING CERTIFIED COPY

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Parker County, Texas, and with the Parker County Appraisal District.

SECTION 5.
SERVICE PLAN

The Service Plan for the Territory, attached as Exhibit "B" and incorporated in this Ordinance, is approved in all things and made a part of this ordinance for all purposes.

SECTION 6.
CUMULATIVE CLAUSE

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

SECTION 7.
SEVERABILITY CLAUSE

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 8.
AREAS EXCEPTED FROM ANNEXATION

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Azle, such ineffectiveness of this ordinance as to

any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area The City Council hereby declares it to be its purpose to annex to the City of Azle every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of Azle any lands or area which are presently part of and included within the limits of any other City, Town or Village, for which permission is not granted for Azle to annex the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

SECTION 9.

ENGROSS AND ENROLL

The City Secretary of the City of Azle is directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the minutes of the City Council and by filing the ordinance in the ordinance records of the City.

SECTION 10.

EFFECTIVE CLAUSE

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

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on July 7, 2026.

Mayor, Randa Goode

ATTEST:

Yael Hoffman, City Secretary

APPROVED AS TO FORM:

City Attorney



May 14, 2026

To Whom It May Concern,

My name is Karen Banes, and I am the owner of the property located at 13551 S. FM 730 under the business name Banes Assets LLC. I am also the owner of Genesis Jiu Jitsu Azle, which I established in 2014. I purchased the referenced property in 2020, including the existing billboards that have been in place for approximately 20 years.

While Genesis Jiu Jitsu Azle has become a thriving martial arts studio serving our community, the billboard advertising revenue continues to play an important role in helping us cover the property taxes associated with the property.

Due to changes in state law, our property must be within the city limits in order for us to continue advertising local businesses on the billboards. For this reason, I respectfully request that the current non-annexation agreement be lifted and that the property at 13551 S. FM 730 be voluntarily annexed into the City of Azle as soon as possible.

Our goal is to continue serving the community and building upon the thousands of students we have had the privilege to teach throughout the years in Azle. We also intend to continue using the billboards to support and advertise local businesses without making any significant changes. We do not plan to convert the billboards to digital signage or otherwise modify their current structure or use.

Thank you for your time and consideration.

Sincerely,

Rachel Karen Banes

817-497-8388

Owner of Genesis Jiu Jitsu LLC

Property Owner/Owner of Banes Assets LLC

The City Council of the City of Azle will conduct a public hearing at 6:00 p.m. on Tuesday, July 7, 2026 in the City Council Chambers at City Hall, located at 505 W. Main Street to consider a request for voluntary annexation for an approximate 1.61-acre tract of land located in the John See Survey, Abstract No. 1192. The subject property is located along the western edge of City of Azle city limits on the southwest corner of the FM 730 S and W. Main St. intersection and addressed as 13551 FM 730 S.

Map of Proposed Annexation



FIELD NOTES

Description for a 1.61 acre tract of land out of the JOHN SEE SURVEY, Abstract No. 1192, Parker County, Texas, said tract being the same tract of land recorded in Vol. 1491, Pg. 1401, R.R.P.C.T.

COMMENCING from a 1/2" iron found in the Northwestern line of South F.M. Hwy. No. 730, said iron being for the Southeast corner of Lot 15 of the J.C. STEVENS ADDITION, an addition to the City of Azle, said iron being by deed call, S 74°00'00" W, 851.00 feet from the Northwest corner of the LEAH LEE SURVEY, Abstract No. 805, thence N 43°23'00" E, 54.45 feet to a 1/2" capped iron set at the intersection of the Northwestern line of said South F.M. Hwy. No. 730, and the Westerly line of a 50' road easement for the POINT OF BEGINNING

THENCE N 23°18'00" W, with the East line of said 50' road easement, 178.27 feet to a 1/2" capped iron set;

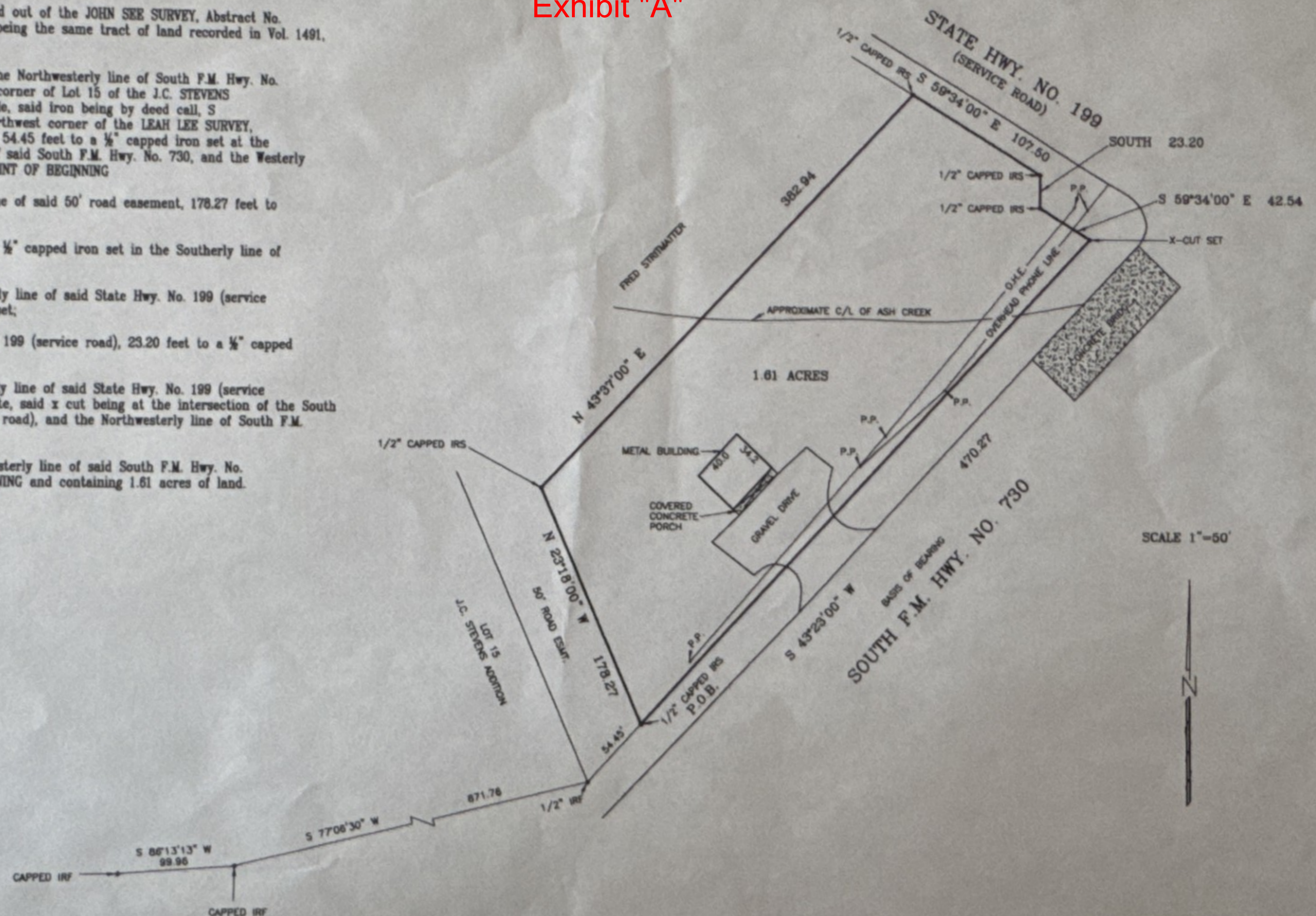
THENCE N 43°37'00" E, 382.94 feet to a 1/2" capped iron set in the Southerly line of State Hwy. No. 199 (service road);

THENCE S 59°34'00" E, with the Southerly line of said State Hwy. No. 199 (service road) 107.50 feet to a 1/2" capped iron set;

THENCE South, with said State Hwy. No. 199 (service road), 23.20 feet to a 1/2" capped iron set;

THENCE S 59°34'00" E, with the Southerly line of said State Hwy. No. 199 (service road), 42.54 feet to an x cut in concrete, said x cut being at the intersection of the South line of said State Hwy. No. 199 (service road), and the Northwestern line of South F.M. Hwy. No. 730;

THENCE S 43°23'00" W, with the Northwestern line of said South F.M. Hwy. No. 730, 470.27 feet to the POINT OF BEGINNING and containing 1.61 acres of land.



NOTE: ACCORDING TO THE F.L.R. MAP FOR PARKER COUNTY, TEXAS, PANEL NO. 4805200150-C, DATED JANUARY 03, 1997, SUBJECT PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD HAZARD.

NOTE: BASIS OF BEARING PER SOUTH F.M. HWY. NO. 730.

NOTE: EASEMENTS WERE NOT ABSTRACTED OR RESEARCHED.

Copyright 08/October/2004 by DKB & Associates, LLC
THIS SURVEY IS BEING PREPARED FOR THE TRANSMISSION AND THAT NO LICENSE HAS BEEN GRANTED TO ANYONE TO COPY THIS SURVEY EXCEPT AS AUTHORIZED IN CONNECTION WITH THE ORIGINAL TRANSMISSION, WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY IS PROVIDED.

I, DOUG BURT, REGISTERED PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT THIS SURVEY REPRESENTS A SURVEY MADE ON THE GROUND USING MY SUPERVISOR AND CORRECTLY SHOWING THE BOUNDARY LINES, DIMENSIONS AND AREA OF THE LAND INCLUDING THEREON THE LOCATION OF ALL TYPICAL IMPROVEMENTS, EASEMENTS AND ENCUMBRANCES ARE AS SHOWN.



06/OCTOBER/2004

DKB &
ASSOCIATES, LLC
1850 HWY. NO. 199 E.
SPRINGTOWN, TEXAS, 76082
282-5668 FAX: 282-5978

04391

CITY OF AZLE ANNEXATION SERVICE PLAN FOR
1.61- ACRES - 13551 FM 730 SOUTH

FIRE & EMS

Existing Services: The property is currently serviced by Parker County ESD #1 fire district and Parker County Hospital District for EMS.

Services to be Provided: Full municipal fire protection and emergency medical services (EMS) will be available to the area upon annexation. Response will be dispatched from the Azle Fire Department located approximately 3 miles away at 900 Lakeview Drive. Adequate fire suppression and EMS activities can be afforded to the annexed area within current budget appropriations. Fire prevention and inspection activities will be provided by the Azle Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Parker County Sheriff's Office. However, upon annexation, the City of Azle Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Azle.

PLANNING AND ZONING

Existing Services: Subdivision regulation and platting services.

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Azle's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Azle's Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

ANIMAL CONTROL

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed. This service can be provided within the current budget appropriation.

STREET

Existing Services: State of Texas Street Maintenance (FM 730)

Services to be Provided: FM 730 maintenance will remain with the State of Texas. Maintenance of any new public street facilities will be provided by the City of Azle upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City at time of completion. The City will then maintain any public drainage infrastructure upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The Developers will coordinate all street lighting with the local electric provider in accordance with standard policy, if necessary.

WATER SERVICE

Existing Services: City of Azle Water

Services to be Provided: City of Azle Water service will continue upon annexation.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: The developer does not plan to extend any sewer service to this property and will utilize an on-site septic system. If sewer service is extended to this area in the future, it will be provided in accordance with the applicable codes and departmental policy and will be maintained by the City of Azle.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

STATE OF TEXAS §
 §
 COUNTY OF PARKER §

NON-ANNEXATION AND DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code (the "Code") between the City of Azle, Texas (the "City") and TJRE, LLC, T.J. Wright, Manager (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Tarrant or Parker County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner acknowledges that the City is a home-rule city and as such has the authority to involuntarily annex land in accordance with Chapter 43 of the Code; and

WHEREAS, pursuant to Section 43.052(h)(1) of the Code, the proposed annexation is exempt from the requirements of an annexation plan; and

WHEREAS, the City has begun the process to commence annexation proceedings on the Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Section 212.171 of Code; and

WHEREAS, the City desires to provide for the orderly, safe and healthful development of land within the City's extraterritorial jurisdiction as provided in Chapters 42 and 212 of the Code; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Tarrant or Parker County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.

CONDITIONAL IMMUNITY FROM ANNEXATION

A. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from involuntary annexation by the City, and its immunity from City property taxes,

for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, and agrees not to involuntarily institute proceedings to annex the Property. However, if the Property is annexed pursuant to the terms of this Agreement, then the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code.

B. The guarantee not to annex the Property will end upon the occurrence of any of the events listed in Section 3, or the Owner submits a petition requesting annexation.

SECTION 2. REGULATION OF PROPERTY

A. Prior to annexation, the City shall enforce all the following regulations and planning authority in the same manner the regulations are enforced within the City's boundaries:

Subdivision Ordinance

B. Prior to annexation, the Property may be used for:

Retail Sales and Small Equipment Rental

C. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent. The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

D. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the term of this Agreement, or during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

E. Prior to annexation, the Property will not be subject to the levy of any property taxes or other ad valorem taxes by the City.

SECTION 3. EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation and constitute a petition for voluntary annexation of the Property:

(1) If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property; or

(2) If the Owner commences development of the Property in violation of this Agreement.

SECTION 4. TERM

Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is **Fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless the Property is annexed pursuant to Section 3, the Owner and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. The annexation of the Property after the end of the Term or under Section 3 of this Agreement shall be deemed a voluntary annexation under any applicable law now or then existing. Prior to the end of the Term, the City may commence procedures to annex the Property. At the end of the Term, the City, at its option, may annex the Property or extend the Term of this Agreement upon mutual agreement of the parties for an additional period or periods of time as authorized by law. Owner at any time may petition the City to voluntarily annex a portion of the Property.

SECTION 5. GENERAL PROVISIONS

A. **Notice.** Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Azle, Texas
Attn: City Manager
Azle City Hall
613 S.E. Parkway
Azle, Texas 76020

B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Tarrant or Parker County, Texas, and shall be binding on the Owner and the Owner's successors in title.

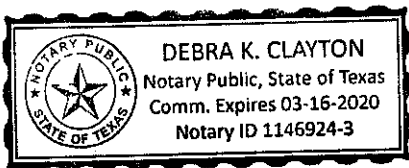
C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Mun

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13th day of December, 2017, by
Tom Mun, City Manager, City of Azle, Texas.

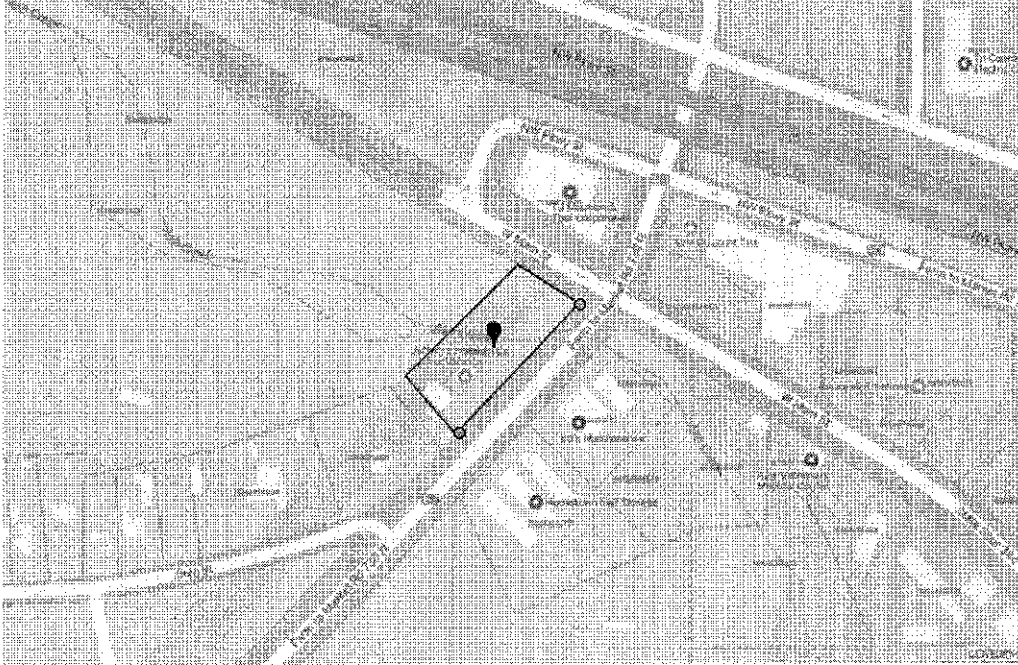


Debra K. Clayton
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION

A 1.610 acre tract of land located in the John See Survey, Abstract 1192 as depicted below



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Jeane Brunson

201731823

12/26/2017 08:23 AM

Fee: 46.00

Jeane Brunson, County Clerk

Parker County, Texas

AGREEMENT





Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Conduct a public hearing and consider any action on Ordinance No. 2026-22 regarding a Specific Use Permit request to operate a “smoke shop and tobacco store” business for property located at 342 Northwest Parkway, Suite 202 and also known as Lot 1, Block 1, Stardust Addition. The property is located on the southeast corner of the Northwest Parkway and Dunaway Lane intersection. The applicant is requesting a Specific Use Permit to operate a “smoke shop and tobacco store” business at this location. Case No. SUP2026-04

Background and Explanation:

The applicant is requesting a Specific Use Permit (SUP) to allow a new smoke shop and tobacco store business at 342 Northwest Parkway, Suite 202. On April 2, 2024, the City Council passed an ordinance (Ord. No. 2024-11) to amend the Definitions and Permitted Use Schedule within the Zoning Ordinance, which added a new business use named:

SMOKE SHOP AND TOBACCO STORE: Any retail establishment that is dedicated, in whole or in part, to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, tobacco paraphernalia, electronic vaping devices or other similar substances; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store" and shall not be subject to the restrictions in this section.

This new use requires a SUP to operate within the Commercial (C) zoning district. Approval of this SUP request will allow the applicant to proceed forward with a Certificate of Occupancy to open this business at this location.

Existing Condition of Property:

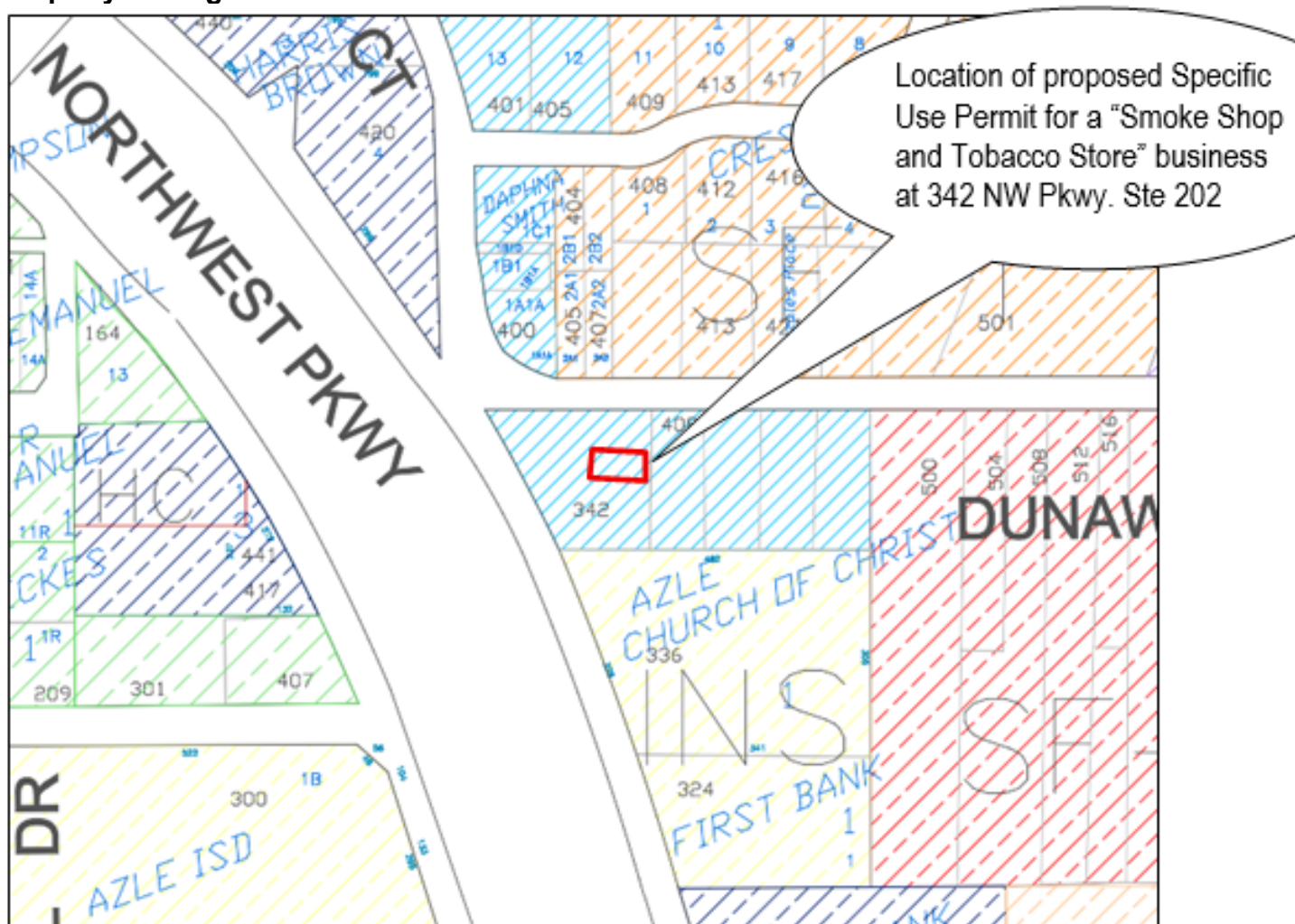
This property is currently zoned Commercial (C). The old Stardust skating rink building was constructed in 1960 according to Tarrant County Appraisal District records, and was recently remodeled into a spa and salon facility with 2 retail spaces for future tenants, consisting of approximately 7,608 sq. ft. There is also an existing 2,050 sq. ft. building on the property that is currently used for office and retail businesses. The property was platted on May 11, 2023.

The applicant has provided a summary of this business plan and provided site exhibits to illustrate the location of the business, which is the inside retail tenant space within the building.

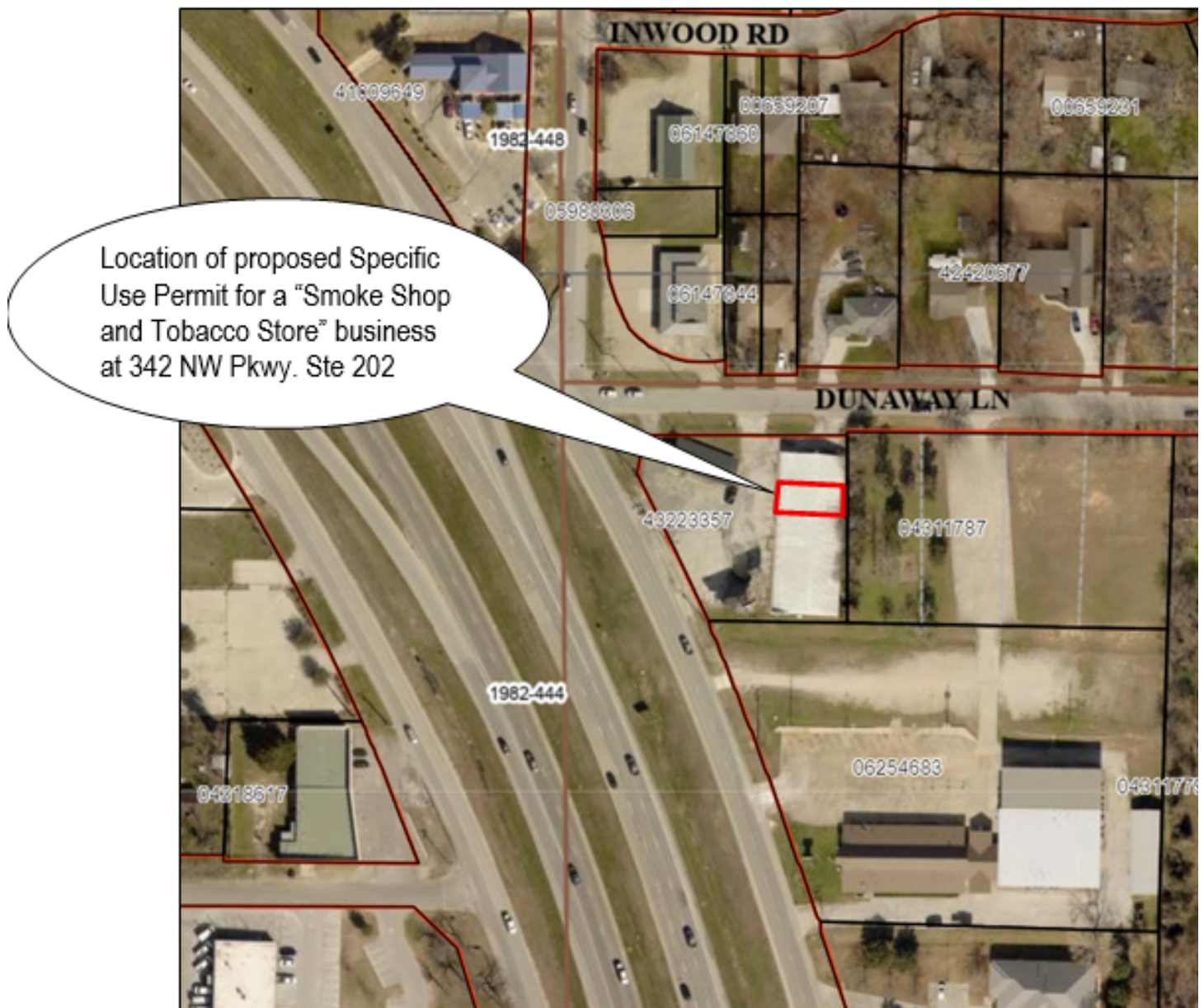
Adjacent Zoning:

North: Commercial (C) and SF-1 Residential
 South: Institutional (INS)
 East: Commercial (C)

Property Zoning Exhibit:



Property Location Exhibit:



Utilities:

Water and sewer are available to serve this property.

Certificate of Occupancy/Licensing:

If the Specific Use Permit is approved by the City, any required permits and licensing from the State will be provided before a new Certificate of Occupancy will be issued for this business.

Specific Use Permit Notification Process:

On June 8, 2026, a public hearing sign was posted on the property and twelve (12) letters were sent to surrounding property owners within 200'. As of June 26, 2026, staff has received two (2) formal responses from the public on this request.

Written Opposition:

The City has received two (2) letters in opposition to this SUP request. State law and the City of Azle Zoning Ordinance states that if written objections are received from twenty percent (20%) of the adjacent property owners extending two-hundred feet (200') from the subject property (excluding

street rights-of-way), then a three-fourths ($\frac{3}{4}$) vote (super-majority is 6 out of 7) is required by City Council for approval of the Specific Use Permit (SUP) request. City staff reviewed the written opposition received and confirmed that approximately 60% of the land area within two-hundred feet (200') is in opposition. This SUP request would require a three-fourths ($\frac{3}{4}$) super-majority vote by City Council for approval. A copy of the written opposition map is included in the packet.

Board/Commission/Committee Recommendation:

On June 18, 2026, the Planning and Zoning Commission conducted a public hearing and made a motion to recommend approval of this SUP request as presented. The motion carried by a 3-1 vote.

Section 32.7 of the Zoning Ordinance states that granting or denying an application for a specific use permit, the City Council shall take into consideration the following factors:

- A. Safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.*
- B. Safety from fire hazard and measures of fire control.*
- C. Protection of adjacent property from flood or water damage.*
- D. Noise producing elements and glare of vehicular and stationary lights and effects of such lights on established character of the neighborhood.*
- E. Location, lighting, type of signs, and relation of signs to traffic control and adverse effect on adjacent properties.*
- F. Street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site in the immediate neighborhood.*
- G. Adequacy of parking, as determined by requirements of this Section, for off-street parking facilities for similar uses, location of ingress and egress points for parking and off-street loading spaces, and protection of the public health by all weather surfacing on all parking areas to control dust.*
- H. Compatibility of the proposed use with surrounding and adjacent properties and whether such use will adversely affect the use and enjoyment of the surrounding and adjacent properties.*
- I. Such other measures as will secure and protect the public health, safety, morals, and general welfare.*

Options for the City Council:

- 1. Approve as submitted
- 2. Approve with conditions
- 3. Deny
- 4. Table the case to a future meeting

Staff Recommendation:

Staff forwards this Specific Use Permit request to the City Council for their consideration.

Attachments:

- 1. Ordinance 2026-22
- 2. SUP Justification Letter - 342 NW Pkwy. Vape Shop 5.28.2026
- 3. SUP Site Location map - 342 NW Pkwy. Vape Shop 5.28.2026
- 4. 342 Northwest Parkway Presentation from Applicant
- 5. Public Response Letters
- 6. 342 NW Pkwy. STR - Written Opposition Map CC 7.7.2026

ORDINANCE NO. 2026-22

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF AZLE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR THE OPERATION OF A "SMOKE SHOP AND TOBACCO STORE" BUSINESS FOR PROPERTY LOCATED AT 342 NORTHWEST PARKWAY, SUITE 202 AND ALSO KNOWN AS LOT 1, BLOCK 1, STARDUST ADDITION, TARRANT COUNTY, TEXAS; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 of the City of Azle heretofore adopted the Zoning Ordinance of the City, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the owner of the business has filed an application for a Specific Use Permit (SUP) to operate a "smoke shop and tobacco store" for a new business for the property located at 342 Northwest Parkway, Suite 202 and also known as Lot 1, Block 1, Stardust Addition: and

WHEREAS, the Planning and Zoning Commission of the City of Azle, Texas held a public hearing on June 18, 2026 and the City Council of the City of Azle, Texas, held a public hearing on July 7, 2026, with respect to the specific use permit described herein; and

WHEREAS, the Planning & Zoning Commission and the City Council of the City of Azle, in compliance with the laws of the State of Texas and the ordinances of the City of Azle, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended as described herein.

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

SECTION 1.

The Zoning Ordinance and Map of the City of Azle, Texas, duly passed by the governing body of the City of Azle, as amended from time to time, be and the same is hereby amended by granting a Specific Use Permit (SUP) to operate a "smoke shop and tobacco store" for a new business for the property located at 342 Northwest Parkway, Suite 202 and also known as Lot 1, Block 1, Stardust Addition, Tarrant County, Texas.

SECTION 2.

The use of the Property described above shall conform to all applicable regulations contained in the Zoning Ordinance, all other applicable and pertinent ordinance of the City of Azle.

SECTION 3.

The zoning classification as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 4.

The official zoning map of the City of Azle is hereby amended and the City Secretary is directed to revise the zoning map to reflect the Specific Use Permit, as set forth above as presented.

SECTION 5.

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

SECTION 6.

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 7.

Any person, firm or corporation who violates, disobeys, omits, neglects, refuses or fails to comply with, or who resists the enforcement of any provision of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8.

All rights and remedies of the City of Azle are expressly saved as to any and all violations of the provisions of the Azle Municipal Code, or any other ordinances affecting zoning 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 court.

SECTION 9.

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

SECTION 10.

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

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on July 7, 2026.

Mayor, Randa Goode

ATTEST:

Yael Hoffman, City Secretary

APPROVED AS TO FORM:

City Attorney

Date: 05/27/2026

To: Planning & Zoning Department City of Azle

Subject: Justification Letter for Proposed Smoke Shop Business Dear Planning & Zoning Officials,

I am submitting this letter in support of my request to operate a smoke shop at 342 Northwest Parkway, Suite - 202, Azle, Texas - 76020.

The purpose of this business is to provide a clean, professionally managed retail store that offers legal smoking-related products and accessories to adult consumers in compliance with all city, state, and federal regulations.

We believe this business will positively contribute to the area for several reasons:

1. Economic Contribution

The store will contribute to the local economy through sales tax revenue, commercial occupancy, and job creation for local residents.

2. Responsible Business Operations

The business will operate with strict age-verification policies and compliance procedures to ensure that all products are sold only to legally eligible customers. The store will maintain a professional atmosphere with security cameras, proper lighting, and active management oversight.

3. Compatibility with the Commercial Area

The proposed location is within a commercially zoned area surrounded by retail and service-based businesses. The store is intended to complement the existing commercial environment without creating noise, traffic, or operational disturbances.

4. Property Improvement & Maintenance

We plan to maintain the storefront in a clean and professional condition, including signage, parking areas, and exterior appearance, helping support the overall quality of the shopping center and surrounding businesses.

5. Community Respect

Our goal is to operate a respectful and compliant business that follows all zoning requirements and city ordinances while serving adult customers responsibly.

We appreciate the opportunity to present this request and are committed to being a responsible business within the City of Azle. Please let us know if any additional information or documentation is needed.

Sincerely,

Ramavathy Korada

Ph.no: +1(929)398-2926

Email: ramakorada1234@gmail.com

K. Ramavathy
05/27/2026



**342 Northwest Pkwy
Azle, Texas 76020**

**FOR LEASE
961-1,966 SF**

NAI Robert Lynn / **Retail**

FEATURES + MAP + DEMOGRAPHICS



**961-1005 SF White Box Spaces
Available for Lease**



**Building Remodel Completed in 2026 -
Join Salon & Spa Galleria!**



Direct Frontage to



Located in Growing Azle Suburb



Asking Rate: \$24.00/SF Modified Gross



JACKSBORO HWY (STATE HWY 199)

35,019 VPD

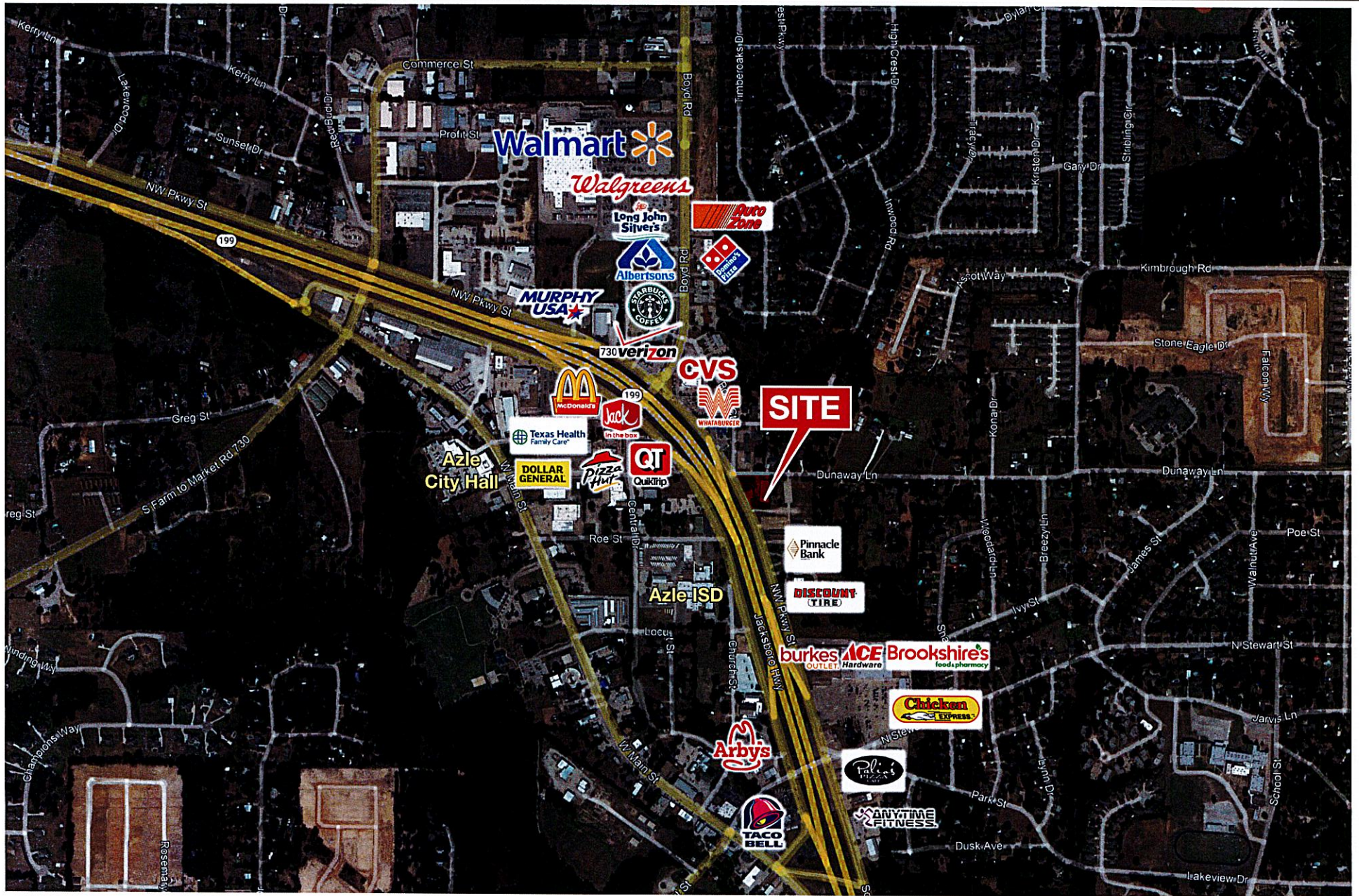


	1 MILE	3 MILES	5 MILES
TOTAL POPULATION	6,095	25,659	43,660
TOTAL HOUSEHOLDS	2,319	9,638	16,302
AVERAGE HOUSEHOLD SIZE	2.60	2.60	2.60
AVERAGE HOUSEHOLD INCOME	\$87,634	\$98,052	\$114,218

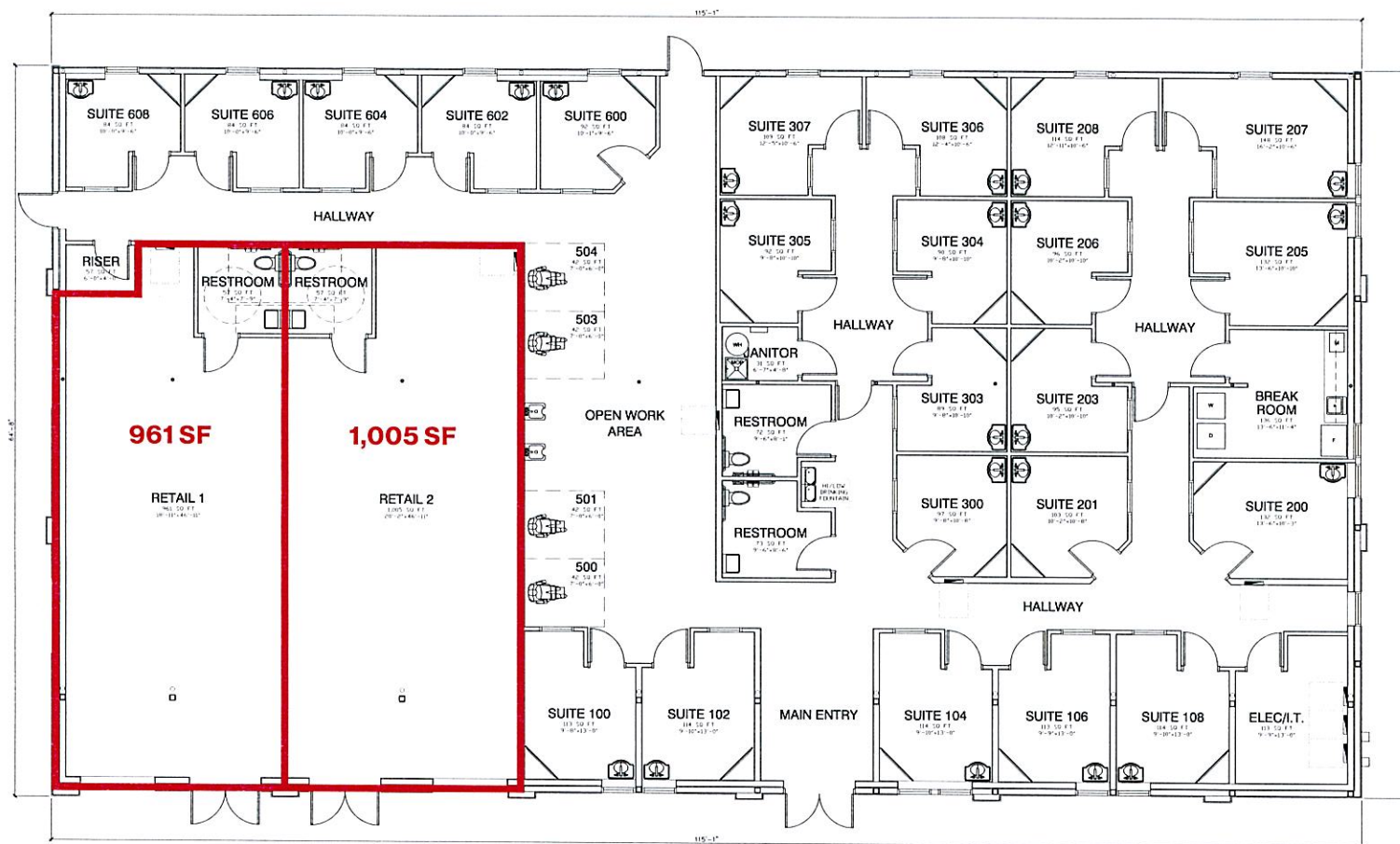
Source: CoStar 2025

342 Northwest Parkway | Azle, Texas 76020

FOR LEASE 961-1,966 SF



SITE PLAN



AGENTS

Bobby Montgomery

817.872.3908

BMONTGOMERY@NAIRL.COM

Jon McDaniel

817.872.3902

JMCDANIEL@NAIRL.COM

201 S. Adams Street
Fort Worth, Texas 76104
817.885.8333 | nairl.com

NAIRL Robert Lynn

THE INFORMATION CONTAINED HEREIN HAS BEEN GIVEN TO US BY THE OWNER OF THE PROPERTY OR OTHER SOURCES WE DEEM RELIABLE. WE HAVE NO REASON TO DOUBT ITS ACCURACY, BUT WE DO NOT GUARANTEE IT. ALL INFORMATION SHOULD BE VERIFIED PRIOR TO PURCHASE OR LEASE.

342 Northwest Parkway | Azle, Texas 76020

FOR LEASE **961-1,966 SF**



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

2-10-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Robert Lynn Company dba NAI Robert Lynn	405391	mmiller@nairl.com	214-256-7100
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Mark Miller, SIOR	393389	mmiller@nairl.com	214-256-7100
Designated Broker of Firm	License No.	Email	Phone
Jon T. McDaniel	552186	jmcdaniel@nairl.com	817-885-8333
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
Bobby Montgomery	629233	bmontgomery@nairl.com	817-885-8333
Sales Agent/Associate's Name	License No.	Email	Phone

Specific Use Permit Request

**342 NorthWest Parkway, Suite 202,
Azle, TX -76020**

Community-Oriented Retail Business

Specific Use Permit Request

- * Case No. SUP2026-04

- * 342 Northwest Parkway, Suite 202, Azle, TX

Times: Monday - Saturday 10:00AM to 9 PM

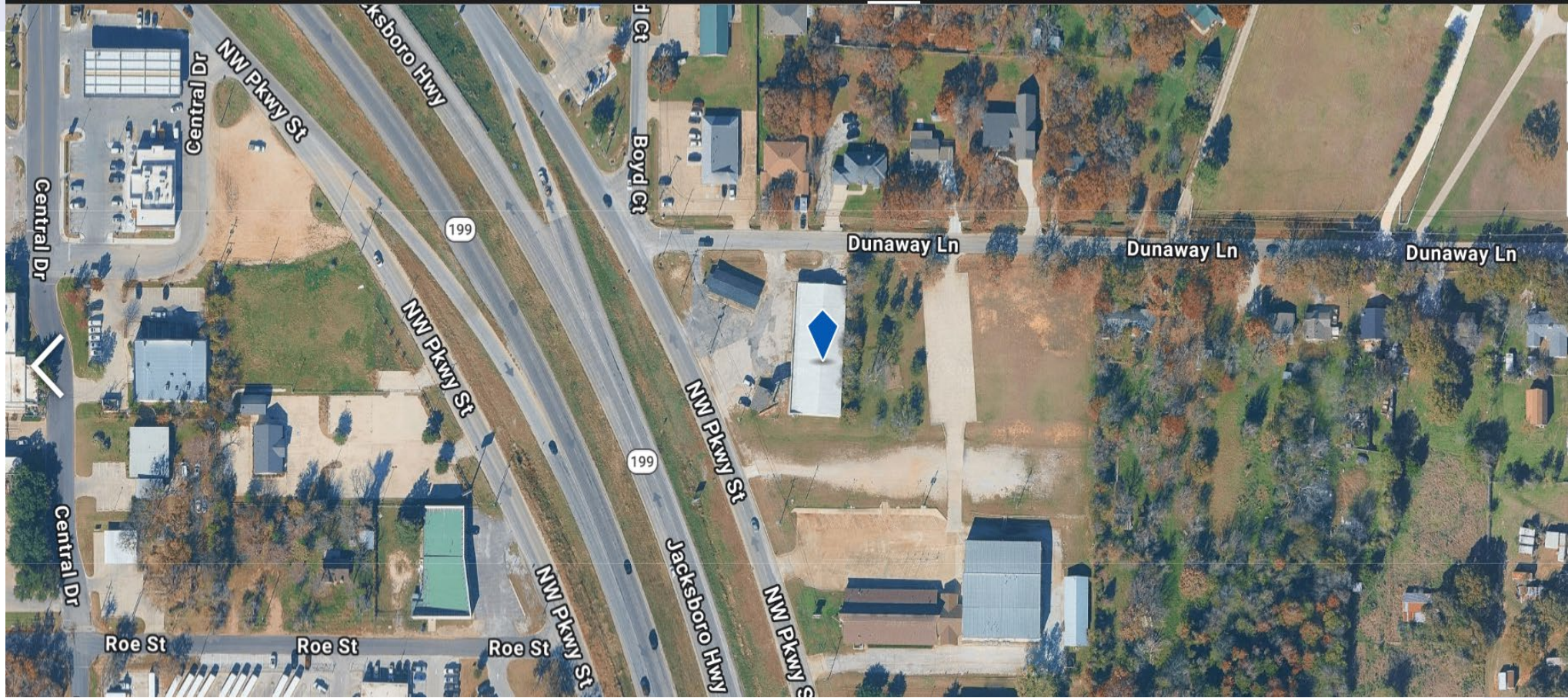
Sunday: 12:00 AM - 8PM

- * Applicant: Ramavathy Korada

- * Request: Approval for operation of a smoke shop and tobacco retail store

Note: We are committed to full compliance with the City's signage regulations, including the prohibition of neon tube lights around windows and doors.

About the Location



Location

- * Existing commercial retail center
- * Consistent with surrounding commercial uses
- * No rezoning requested
- * Utilizing an existing vacant/available retail suite
- * Adequate parking already exists



Economic Benefits

- * New local business investment
- * Lease occupancy of existing retail space
- * Sales tax generation for the City of Azle
- * Property value support through occupied retail centers
- * Job creation

Responsible Operations

- ✓ Strict ID verification
- ✓ No sales to minors
- ✓ Employee training
- ✓ Security cameras
- ✓ Well-lit storefront
- ✓ Clean premises
- ✓ Compliance with Texas laws



Security Plan

- * 24/7 security cameras
- * Interior and exterior coverage
- * Recorded footage retention
- * Bright exterior lighting
- * Clear visibility inside store
- * Cooperation with local law enforcement



Community Impact

Will This Create Problems?

- * No on-site consumption
- * No loitering policy
- * Clean storefront policy
- * Professional retail appearance
- * Limited footprint
- * Standard retail operation



Traffic & Parking

- * Existing parking spaces
- * Existing access points
- * Highway 199 visibility



Why Approval Makes Sense

- ✓ Planning & Zoning Commission recommended approval
- ✓ Commercially zoned area
- ✓ Existing retail center
- ✓ Economic contribution
- ✓ Responsible operation plan
- ✓ No major infrastructure impact
- ✓ Compliance-focused business

Store Operations & Compliance Commitments

To ensure the business remains a professional retail establishment, I voluntarily commit to the following:

- ✓ No game machines, sweepstakes machines, or gaming devices
- ✓ No gambling-related equipment or activities
- ✓ No arcade machines or amusement devices
- ✓ No internet gaming terminals or kiosks
- ✓ No check-cashing services
- ✓ No pawn services
- ✓ No adult entertainment products or services
- ✓ No consumption lounge or on-site product use

OUR COMMITMENT TO A RESPONSIBLE & PROFESSIONAL RETAIL STORE

To ensure a safe, legal, and community-friendly business, our store will **NOT** include the following:

	No game machines, sweepstakes machines, or gaming devices
	No gambling-related equipment or activities
	No arcade machines or amusement devices
	No internet gaming terminals or kiosks
	No check-cashing services
	No pawn services
	No adult entertainment products or services
	No consumption lounge or on-site product use



OUR PROMISE TO THE COMMUNITY

We are committed to operating a clean, professional, and compliant retail store that is a positive part of our community.



We are willing to sign any required documents and comply with all conditions set by the City.

Our Commitment to Azle

The store will operate solely as a retail establishment.

Products will be sold only in accordance with all applicable local, state, and federal regulations.

The business will maintain a clean, professional, and family-friendly storefront appearance.

I am willing to sign any reasonable conditions of approval imposed by the City.

I am willing to execute written agreements confirming that prohibited uses will not be introduced into the business.

I will fully comply with all requirements established by the City of Azle as part of the SUP approval process.



THANK YOU

I respectfully request approval of SUP2026-04.

NOTICE OF PUBLIC HEARING

SUP2026-04

The Planning and Zoning Commission of the City of Azle will hold a public hearing on **Thursday, June 18, 2026** to consider making a recommendation to the City Council regarding a Specific Use Permit request to operate a "smoke shop and tobacco store" business for property located at 342 Northwest Parkway, Suite 202 and also known as Lot 1, Block 1, Stardust Addition. The property is located on the southeast corner of the Northwest Parkway and Dunaway Lane intersection. The applicant is requesting a Specific Use Permit to operate a "smoke shop and tobacco store" business at this location.

The public hearing will start at 6:00 p.m. in the City Council Chambers located at 505 W. Main, Azle, Texas. *Because you own property within two hundred feet (200') of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

Planning Department
505 W. Main St.,
Azle, Texas 76020
Attn: David Hawkins, AICP

The process includes two public hearings designed to provide opportunities for citizen involvement and comment. Prior to the public hearings, landowners within two hundred (200) feet of the subject property are notified of the request by way of this notice. The first public hearing is held before the Planning and Zoning Commission. The Commission is informed of the percent of responses in support and in opposition. Second, the petition is forwarded to the City Council for final action. Should the Commission recommend denial, or if the owners of more than twenty (20) percent of the land area within two hundred (200) feet of the site submit written opposition, then six out of seven votes of the City Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***

Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition: Trashy generation, drug paraphernalia, clientele too close to church

Signature: Samuel W. Colman

Printed Name: Samuel W. Colman for Azle church Christ

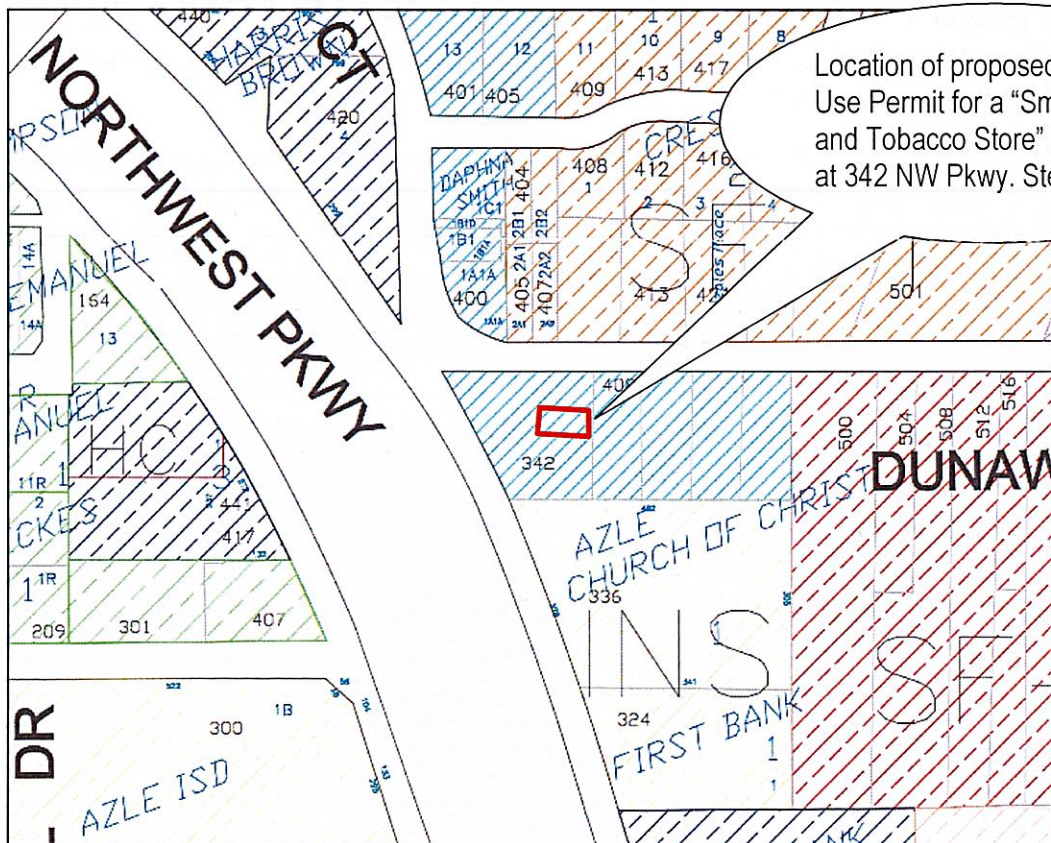
Mailing Address: PO Box 226

City, State Zip: Azle, Tx 76098

Telephone Number: 817-733-2936

Physical Address of Property within 200 feet: 336 NW Parkway

Rec. 6/18/26
DH



NOTICE OF PUBLIC HEARING

SUP2026-04

Received 6/16/26
mn



The Planning and Zoning Commission of the City of Azle will hold a public hearing on **Thursday, June 18, 2026** to consider making a recommendation to the City Council regarding a Specific Use Permit request to operate a "smoke shop and tobacco store" business for property located at 342 Northwest Parkway, Suite 202 and also known as Lot 1, Block 1, Stardust Addition. The property is located on the southeast corner of the Northwest Parkway and Dunaway Lane intersection. The applicant is requesting a Specific Use Permit to operate a "smoke shop and tobacco store" business at this location.

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Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition:

Clientele being brought to area

Signature:

Printed Name:

Mailing Address:

City, State Zip:

Telephone Number:

Physical Address of Property within 200 feet:

Written Opposition Map 342 NW Parkway SUP Request



● = Opposed

● = Neutral / No Response

● = Support

Approximately 60% of land area within 200 feet
(excluding street rights-of-way) are in opposition



Presenter:	Kristen Pegues, Community & Marketing Specialist
Agenda Item:	Conduct a public hearing and consider any action on Ordinance No. 2026-19 regarding text amendments to Chapter 1 “General Provisions”, Chapter 4 “Business Regulations”, Chapter 6 “Health and Sanitation”, Chapter 14 “Zoning Ordinance”, and Appendix A - Fee Schedule of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider amendments to the regulations for Food Trucks and Food Truck Parks.

Background and Explanation:

House Bill 2844, adopted by the 89th Texas Legislature, establishes a statewide regulatory framework for mobile food vendors and preempts certain local regulations. The proposed ordinance brings the City's Code of Ordinances into compliance with state law by removing provisions that are no longer enforceable and updating regulations governing mobile food vendors, food truck parks, and related zoning requirements.

The zoning amendments were considered by the Planning and Zoning Commission following a public hearing held on June 4, 2026. The Commission unanimously recommended approval of the zoning ordinance amendments as presented to the City Council.

The ordinance also includes a comprehensive update to the Parks and Recreation regulations, which have not been substantially revised in several years. The amendments add The FeedLot as a city rental facility, update park amenities, add splash pad regulations that are already reflected on posted signage, remove facilities that are no longer available for rental, simplify park rental policies and procedures, add provisions related to sports and recreational uses, and make revisions to improve consistency throughout the article.

In addition, the ordinance updates Appendix A - Fee Schedule by establishing rental fees for The FeedLot, including a refundable security deposit to cover potential damage to or excessive cleaning of the restroom trailer during private rentals. The amendments also remove obsolete fees that are no longer utilized by any City department.

The ordinance amends Chapters 1, 4, and 14 of the Code of Ordinances, as well as Appendix A - Fee Schedule. Because of the length of the Parks and Recreation amendments, the revised article is included as Exhibit A. A redline version of the proposed amendments is also included in the agenda packet for reference.

Summary of Proposed Food Truck Regulations

- Food trucks are permitted by right on non-residential property, subject to applicable state law and City regulations.
- Food trucks may operate on residential property with a City-issued Special Event Permit.

- Food trucks may operate in City parks with a City-issued Special Event Permit.
- Food truck parks remain subject to the City's zoning and operational requirements.

Board/Commission/Committee Recommendation:

On June 4, 2026, the Planning and Zoning Commission conducted a public hearing and recommended unanimous approval (5-0) of the text amendment pertaining to Section 27.8 of the Zoning Ordinance as written.

Staff Recommendation:

Staff forwards these text amendments to the City Council for their consideration.

Attachments:

1. Ordinance No. 2026-19 with exhibits
2. Ch 1 General Provisions Article 1.09 Parks and Rec_Red
3. Ch 4 Article 4.08 FOOD VENDORS_Red
4. Ch 14A Sec 27.8 FOOD TRUCK PARKS_Red

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 27, "SUPPLEMENTARY REGULATIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING"; AMENDING CHAPTER 4, "BUSINESS REGULATIONS"; AMENDING CHAPTER 1, "GENERAL PROVISIONS"; AND AMENDING APPENDIX A - FEE SCHEDULE OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO REGULATE FOOD TRUCKS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 of the City of Azle heretofore adopted the Zoning Ordinance of the City, codified in Chapter 14 of the City Code, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Azle, Texas held a public hearing on June 4, 2026, and the City Council of the City of Azle, Texas held a public hearing on July 7, 2026, with respect to the zoning ordinance and subdivision changes described herein; and

WHEREAS, The Planning & Zoning Commission and the City Council of the City of Azle, in compliance with the laws of the State of Texas and the ordinances of the City of Azle, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance should be amended as described herein.

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

SECTION 1.

Section 27, "Supplementary Regulations" of Exhibit A, "Zoning Ordinance" of Chapter 14, "Zoning" shall be amended to add a new subsection 27.8 "Food Truck Parks" to read as follows:

Food Truck Parks. The purpose of this section is to regulate the operation of food truck parks in the City of Azle. Though the section does not regulate the use of food trucks for private events in residential areas, it does address the use of food truck parks on private commercial property and on City-owned and/or managed property.

1. Mobile food units must be properly licensed in accordance with applicable state law prior to operating within the city.
2. All food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.
3. All food trucks must be located on a parcel which is appropriately zoned for non-residential development and use.
4. Mobile food units operating on private property shall be located on a single private parcel
5. Food trucks shall not operate less than ten (10) feet from another food truck or structure.
6. Food trucks including any applicable seating, may operate in parking spaces if the required parking for the center remains in compliance with Azle Code of Ordinance, Section 28 Parking and Loading[.]
7. The Certificate of Occupancy shall be obtained and maintained by the Food Truck Park rather than individual vendors.
8. Electricity shall be from an electrical outlet or generator.
9. Hose hook-ups to potable water must be of food grade quality.
10. A trash receptacle must be placed outside next to the food trucks for use by the patrons of the unit. The area around the food trucks shall be kept clean and free from litter, garbage, and debris.
11. Food trucks may not stay overnight.

B. Provisions for City-Owned and/or Managed Property.

1. Mobile food units must be properly licensed in accordance with applicable state law prior to operating within the city.
2. All Food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.
3. A Hold-Harmless Agreement is required to be completed with the City of Azle if the food truck is to be located on City of Azle property.
4. Owners of any food truck must sign a notarized statement that they acknowledge and accept a minimum amount of \$1,000,000 liability insurance, that covers the food truck, must be maintained at all times and that proof of such insurance coverage can be required to be provided to the City upon three (3) working days' notice to the owner. This requirement may be met with an additional rider on the related automobile insurance.
5. The City Manager or his/her designee shall have the authority to manage the operation for Food Truck Parks on city-owned and/or managed property.
6. Electricity shall be from an electrical outlet. Generators may be used if

approved by the City of Azle.

7. Food trucks shall not operate less than ten (10) feet from another food truck or structure.
8. Food trucks may not stay overnight unless approved by the City of Azle.

SECTION 2.

Division 2, "Permits," of Article 4.08, "Food Vendors," of Chapter 4, "Business Regulations," of the Code of Ordinances, City of Azle, Texas, is hereby amended by amending Section 4.08.034, "Requirements for issuance," to read as follows:

4.08.034. Requirements for issuance.

A. The requirements for obtaining a food vendor (non-mobile) permit shall be as follows:

- (1) The applicant shall give the name and address and phone number of each salesperson, and every officer of the corporation.
- (2) The applicant shall present a site plan of the proposed location designating the location of the sales facility, available parking, and entrances and exits for vehicles.
- (3) The applicant shall show written permission of the landowner to use the property as requested.
- (4) Each applicant must show that restroom facilities are conveniently available to employees and that such facilities meet the requirements for such facilities as established by the county health department.
- (5) The proposed site of the business shall be in areas zoned commercial or industrial or privately or publicly owned parks or recreational areas.
- (6) The permit shall be for one site only.
- (7) Permits for seasonal businesses, such as flavored ice, shall be issued for a maximum of four consecutive months.
- (8) Permits for special events shall be issued for a period not to exceed two weeks and shall not be issued to the same applicant for the same location greater than two times per year.
- (9) The site and/or facility shall be inspected and approved by the police department, fire department, building inspection department and zoning administration department, in addition to any other inspections required by state and/or county regulations.
- (10) The facility shall be inspected and approved by the county health department. A current inspection sticker issued by the county health department shall be presented and displayed at all times. The facility and its operation shall comply with the requirements of article 6.05, the model food ordinance.
- (11) A facility which remains closed for a period of two consecutive weeks shall be deemed to be abandoned, and such facility shall be removed from the property immediately.
- (12) The application fee shall be as set forth in the fee schedule in appendix A of this code, in addition to any other fees applicable through city ordinance or health authority regulations to the operation of a food establishment.

(2001 Code, sec. 4.1303)

B. The requirements for obtaining a mobile food vendor permit shall be as follows:

1. Mobile food units must be properly licensed in accordance with applicable state law prior to operating within the city.
2. Mobile food units operating on private property shall:
 - Be located on a single private parcel
 - Be in zoning districts where such use is permitted (C, HC, O, CBD, IND, INS)
 - Have written authorization from the property owner, maintained on-site and provided to the City upon request
3. Mobile food units shall comply with the City's adopted fire code and applicable electrical and life safety standards.
4. Mobile food units may be subject to inspection by the City for compliance with fire, safety, and zoning regulations.
5. Mobile food units operating on City-owned property, including designated food truck parks such as The Feedlot, must comply with all applicable use agreements, operational rules, and site-specific requirements established by the City.

SECTION 3.

Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," of the Code of Ordinances, City of Azle, Texas, is hereby amended as set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.

SECTION 4.

Appendix A, "Fee Schedule," is hereby amended as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

SECTION 5.

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 are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION 6.

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 7.

Any person, firm or corporation who violates, disobeys, omits, neglects, refuses or fails to comply with, or who resists the enforcement of any provision 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 8.

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, which have accrued at the time of the effective date of this ordinance; and, as such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this ordinance but may be prosecuted until final disposition by the court.

SECTION 9.

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

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on July 7, 2026.

Mayor, Randa Goode

ATTEST:

Yael Hoffman, City Secretary

APPROVED AS TO FORM:

Jennifer Drysdale, City Attorney

Exhibit A

Article 1.09 PARKS AND RECREATION

Sec. 1.09.032. Use of Parks and Recreation Facilities Generally

- (a) The City makes its parks and park facilities available for private or public group events and for individual use by the citizens and visitors of Azle for the purpose of the promotion of the arts, music, leisure, educational, recreational, civic, or social activities when these activities do not conflict with the City operations or this policy.
- (b) In case of emergency or disasters, the City Manager may authorize the use of parks and recreational facilities by civil defense, health, or emergency service authorities.
- (c) Any Special Event held on Park property will require insurance coverage. The Special Event will provide the City of Azle a Certificate of Insurance and an Additional Insured endorsement naming the City as Additional Insured. The Certificate of Insurance must state the date(s) of coverage and provide public liability for bodily damage in the sum of at least \$1,000,000 naming the City of Azle, its officers and employees as additional insured. The minimum cancellation clause must be 30 days or more. The Certificate of Insurance must be on file with the Park Superintendent before final approval for the Event will be granted.
- (d) A "Special Event" is any event held in whole or in part on park property that will substantially impact the City or involve large crowds. Examples include: outdoor exhibitions, cooking contests, parades, festivals, or community celebrations.

Sec. 1.09.033. Types of Park Facilities

- (a) Facilities available without rental fee (first-come, first-served)

Central Park, 623 West Main Street Picnic Area

- Basketball Court
- Children's Playground
- Skate Park
- Mayor Brundrett's Central Splash
- Pickleball Court

Shady Grove Park, 1000 Stribling Drive

- Children's Playground
- Volleyball Court
- Fishing pier
- Beach/swimming area

Ash Creek Park, 605 SE Parkway

- Volleyball Courts
- Basketball Court
- Ballfields
- Soccer Fields
- Playground Equipment
- Picnic Areas
- Disc Golf

Melanie Park, 122 S Melanie Drive

- Ballfield
- Playground
- Picnic Area

(b) Facilities that may be reserved (renters have priority). Reservations for park facilities may be made by phone, with the exception of ballfield rentals, which must be completed online.

1. Shady Grove Ball Fields
2. Shady Grove Pavilion
3. Shady Grove Tennis Courts
4. Central Park Amphitheater
5. Central Park Gazebo
6. Central Park Pavilion
7. Central Park Volleyball Courts
8. Ash Creek Pavilion
9. The Feedlot

Sec. 1.09.034. Park Hours

(a) All Azle parks are open daily from 6:00 AM to midnight. Any exceptions to these hours must be approved by the Park Superintendent.

(b) Individuals fishing on the lake overnight may leave their vehicles and boat trailers in the designated boat ramp parking area. However, fishing within the park is not permitted after hours.

(c) Park hours will be posted at the entrance to each park.

Sec. 1.09.035. Driving and parking in City Parks

(a) It is unlawful for any person to drive or park a motor vehicle on public park property within the city, except in areas specifically designated for such use. This restriction does not apply to commercial vehicles delivering goods for park operations or to park maintenance vehicles. No overnight parking is permitted in parking lots apart

from the boat ramp trailer parking area at Shady Grove. No overnight parking is permitted at the FeedLot or Library.

- (b) The speed limit within City park roadways is 15 miles per hour.

Sec. 1.09.036. Multi-Use Paths

- (a) Pedestrians have the right of way at all times. Faster-moving users, such as bicyclists, rollerbladers, and skateboarders, must yield to walkers and joggers.
- (b) Motorized devices capable of exceeding 12 mph are prohibited on walking paths within City parks.

Sec. 1.09.037. Noise and Amplifiers

- (a) Users shall comply with the following requirements of this division regulating noise, including amplified [sound,] in city parks, recreation facilities and The FeedLot Food Truck Park:
 - (1) Any sound amplified equipment shall not exceed 65 dB(A) across any property line of the park.
 - (2) The use of sound amplified equipment must end by 9:00 p.m. Sunday through Thursday; 11:00 p.m., Friday and Saturday. The exceptions to the use of sound amplified equipment for activities after 9:00 p.m. must be approved by the park superintendent.

Sec. 1.09.038. Animals in City Parks

- (a) Livestock is prohibited in City parks.
- (b) Pets must be leashed at all times.
- (c) Dogs are prohibited in beach areas.
- (d) Owners must clean up pet waste.

Sec. 1.09.039. Trash

- (a) Users are responsible for cleaning up their trash and leaving the facility in the condition it was found. Trash receptacles are provided by the City.

Sec.11409 Hitting Golf Balls, Prohibited

- (a) Hitting golf balls is prohibited in City Parks, except in designated areas at Ash Creek Park.

Sec. 1.09.040. Alcoholic Beverages; Prohibited

(a) It shall be unlawful for any person to sell, serve, possess for the purpose of sale, or consume alcoholic beverages in any public park or other city-owned property, except that: (1) the possession and consumption of alcoholic beverages is permitted at the FeedLot in accordance with city and Tregulations; and (2) the sale, service, possession for the purpose of sale, or consumption of alcoholic beverages may be authorized by the City at other public parks or city-owned property through a special event permit or other written approval, provided all applicable Texas Alcoholic Beverage Commission (TABC) laws, rules, permits, and licenses are satisfied.

Sec. 1.09.041. Glass Containers; Prohibited

(a) Possession of glass containers is prohibited in all City Parks.

Sec. 1.09.042. Damage to equipment, facilities or grounds, attaching decorations or other materials.

(a) All individuals and groups using parks and recreational facilities shall be responsible for the cost of repairing or replacing any park equipment, facilities, or grounds, including trees and vegetation, damaged during their use.

(b) Decorative or other materials shall not be nailed, tacked, taped, screwed or otherwise physically attached to any part of the facilities without written permission from the Park Superintendent.

Sec. 1.09.043. Safety

(a) Some park areas and facilities are located in a flood plain and are subject to periodic flooding. If flooding should occur, Users should take necessary steps to ensure their personal safety and the safety of their equipment.

(b) Swimming is only allowed in designated areas.

(c) The City is not liable for personal injuries or property damage occurring on park property, except as specifically permitted by law.

Sec. 1.09.044. Charging admission

(a) The sale of any items in City parks is prohibited, except within designated facilities and during City-approved, sanctioned events.

(b) Users are not permitted to charge admission for any event held at park facilities.

Sec. 1.09.045. Overnight Camping

- (a) Overnight camping is prohibited in all City parks.

Sec. 1.09.046. Conduct Generally

- (a) All individuals and groups shall comply with all federal, state and local laws, including but not limited to all ordinances of the City of Azle, and all rules, regulations and requirements of the Azle Parks and Recreation Department and Police and Fire Departments.
- (b) Users, their agents or employees, shall not discriminate against any person on account of age, race, color, religion, sex or national origin, regarding use of the Facilities.
- (c) Users of all park and recreational facilities shall conduct their business in an orderly manner.
- (d) Users' programs, performances, exhibitions or other uses of the parks, including any Facility, will not violate or infringe upon any copyright, patent, right or privacy or other statutory or common law right of any person, firm or corporation. All programs, performances, concerts, and other events to be performed at the Facility involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof.

Sec. 1.09.047. Athletic Fields, Courts, and Areas Reservations

- (a) The superintendent of Parks and Recreation shall establish rules and regulations for use of the athletic fields, courts, and areas. Any fees for use of athletic fields, courts, and areas shall be approved by ordinance passed by City Council.
- (b) The fields at Shady Grove Park are available for rental for practices, pick-up games, and tournaments. However, all Parks and Recreation games, tournaments, and special events take priority over other users.
- (c) If a field has been specially prepared for scheduled use, closed for maintenance, or deemed unplayable due to weather, the gates may be locked. During such times, the field is off-limits and may not be used until gates are unlocked.
- (d) Due to high demand for the Shady Grove ballfields during certain times of the year, teams, associations, or groups will be limited to eighteen (18) hours per week, Monday through Friday, regardless of field. Rentals are available in one-hour increments.
- (e) Youth associations renting the Shady Grove fields are limited to renting no more than two fields per night.

Sec. 1.09.048. Procedures and conditions for rentals

- (a) Individuals or groups that want to have exclusive, reserved use of a Facility designated for Rental use ("Renters") must also follow the procedures set out in this section and pay any applicable fees according to the Park Usage Fees of Appendix "A" Fee Schedule of the Code of Ordinances.
- (b) All facility rentals require a minimum rental period of two (2) hours, excluding the Shady Grove ballfields.
- (c) The renter is responsible for cleaning the facility before leaving and for any damages that occur during the reservation period. End-of-reservation cleaning includes properly disposing of all trash in the provided receptacles, wiping down tables and benches, removing litter or debris, and ensuring the surrounding area is free of any trash resulting from the event.
- (d) The facilities are generally available for rent by any individual or group, whether a resident of Azle or not, on a first-come, first-serve basis. All park facilities may be rented up to six (6) months in advance, with the exception of the Shady Grove ballfields, which may only be rented during the week of use.
- (e) Rentals that are canceled due to inclement weather or other unforeseeable problems that directly and substantially impair use of the Facility, e.g., utility outage, prior damage to the facility, etc., as solely determined by the City, may be re-scheduled by contacting the Department within three (3) working days. A paid receipt is required to re-schedule.
- (f) Renters will designate the period of time requested for their exclusive and priority use of the facility. The rental time must include the time actually needed for set up and clean up, before and after the event.
- (g) Renters shall pay all applicable Rental Fees described on Article 8.000 Park and Recreation Fees of Appendix "A" Fee Schedule of the Code of Ordinances.
- (h) Individuals or representative of groups applying to rent facilities must be at least 18 years of age. The City reserves the right to refuse or limit the privilege of any group to rent any of the facilities on the following basis:
 - (1) The Individual or group has previously damaged or destroyed City property or other public property or has otherwise violated policies regarding rental or use of City Parks or Recreation Facilities.
 - (2) The Applicant's intended use is likely to damage facility property or violate applicable federal, state, or local laws, regulations, or ordinances.

- (3) The Applicant has rented or requests to rent the facility with such frequency that the Renter's use reasonably deprives others of the opportunity to use the facility.
- (i) All rental and associated fees for each facility are as reflected in Article 6.000 Park and Recreation Fees of Appendix "A" Fee Schedule of the Code of Ordinances.
- (j) A security deposit may be used by the City to pay:
 - (1) The reasonable costs to design, repair, replace or otherwise pay for any property damage that occurs during the Renter's use of the Facility, either by the Renter or any guest or participant at the Renter's event or use of the facility;
 - (2) the extra hourly rental charge incurred if the Renter fails to surrender possession of the facility at the time agreed;
 - (3) the actual cost to the City to clean up the facility in the event that the Renter fails to do so before surrendering possession of the facility.
 - (4) In the event that the security deposit is insufficient to cover items (1) – (3) above, the Renter will pay the City any additional costs upon demand. The City reserves the right to collect any amounts unpaid after demand.
- (k) The rental fee and security deposit, as applicable, must be paid to the Department no less than three (3) business days before the scheduled use or event. Failure to timely pay these amounts constitutes, at the City's sole discretion, cancellation of the reservations for the facility.
- (l) Rental Fees and Security Deposits for City facilities shall be refunded on the following basis:
 - (1) If the Renter cancels the facility reservation less than seven (7) days prior to the scheduled rental date, the rental fee shall be non-refundable.
 - (2) All terms of the Rental Agreement have been met; and
 - (3) All Facilities are left clean and in good condition.
- (m) In renting a facility, each Renter agrees to release, hold harmless, and indemnify the City, its officials, employees, and agents from all claims, fees, expenses, and costs, including legal fees, incurred by the City, its officials, employees, and agents, including but not limited to any claims of personal injury by any person or damage to or loss of real or personal property, arising out of the Renter's use, possession, or occupancy of the Facility.

(n) The City prohibits discrimination on the basis of race, sex, color, national origin, age, or disability in its programs and activities. Complaints or concerns on alleged discrimination can be filed with the City of Azle or Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C., 20240.

(o) The Renter agrees that in the event the Renter or any invitee or guest of the Renter violates this Facility Use Policy or engages in illegal conduct or other activity in the facility that the City staff determines is detrimental to the City or its property, the City may immediately revoke the Renter's authority to use the facility and order the Renter and Renter's guests and invitees to leave the premises immediately. The City reserves all legal rights to enforce these policies.

(p) Bounce houses are not permitted unless part of a City-approved, sanctioned event.

(q) City May Reduce or Waive Requirements: Any of these requirements may be reduced or waived, at the discretion of the City Manager or the Park Superintendent.

Sec. 1.09.049. Mayor Brundrett's Central Splash

(a) An adult must accompany children under 12 in the splash pad area. No child shall be left unattended at the splash pad. Splash pad may close at any time due to weather or operational concerns. Users must vacate the splash pad at the first sign of thunder or lightning.

- (1) Do not drink or put water in your mouth from any water features;
- (2) Changing diapers within 6 feet of the water feature is prohibited;
- (3) Non-service animals are prohibited;
- (4) Use of the water feature when ill with diarrhea is prohibited;
- (5) No skateboards, skates, scooters, or bikes permitted;
- (6) Swim diapers are required for children under 4 years old;
- (7) Do not climb, hang, swing, or pull on any of the splash pad equipment;
- (8) No water balloons, confetti, soaps, drinks, or food are allowed on the splash pad.

Section 1.09.050. Smoking in City Parks

(a) In the City of Azle, Texas, smoking—including tobacco, e-cigarettes, and vaping—is **prohibited in City parks**, with one exception:

- (1) Smoking is allowed only in paved parking areas.

Sec. 1.09.051. Amphitheater and The Feedlot User Categories

Class A: Hourly rentals typically used by individuals for weddings, birthday parties, concerts, exercise classes, and other special events.

Class B: Full-day rentals commonly used by individuals for weddings, birthday parties, concerts, exercise classes, and other special events.

Sec. 1.09.052. Violation; Penalty

(a) Any person found in violation of this article shall be subject to a fine in accordance with the general penalty provisions set forth in **Article 1.09, Parks and Recreation, Section 1.109 – General Penalty for Violations of Code; Continuing Violations.**

EXHIBIT B**ARTICLE A1.000
GENERAL FEE TABLES****§ A1.001. Permit fees for one- and two-family dwellings.****(a) Permit fees for one- and two-family dwellings:**

- (1) Air conditioned area < 1,200 square feet: \$1,565.00.
- (2) Air conditioned area 1,201 to 1,750 square feet: \$1,865.00.
- (3) Air conditioned area 1,751 to 2,250 square feet: \$2,265.00.
- (4) Air conditioned area 2,251 to 2,750 square feet: \$2,765.00.
- (5) Air conditioned area 2,751 to 3,250 square feet: \$3,265.00.
- (6) Air conditioned area > 3,250 square feet: \$3,865.00.

(b) Permit fee includes plan review, electric, plumbing, mechanical, temporary power pole, temporary utilities, grading permit.

(Ordinance 2025-14 adopted 9/16/2025)

§ A1.002. Permit fees for new multifamily dwellings.**(a) Permit fees for new multifamily dwellings:**

- (1) Permit fee: \$0.18 per square foot of building area.
- (2) Plan review fee: 50% of permit fee.
- (3) Engineering review: Actual costs.

(b) Permit fee includes electric, plumbing, mechanical, temporary power pole, temporary utilities, fence.

(Ordinance 2025-14 adopted 9/16/2025)

§ A1.003. New commercial building permit fees.**(a) New commercial building permit fees:****(1) Permit fees by building valuation:**

Total Valuation	Permit Fee
\$1.00 to \$100,000.00	\$643.00 for the first \$50,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$993.75 for the first \$100,000.00, plus \$5.60 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00, plus \$4.75 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00

Total Valuation	Permit Fee
\$1,000,000.01 and up	\$5,608.75 for the first \$1,000,000.00, plus \$3.67 for each additional \$1,000.00 or fraction thereof

Building valuation data shall be based on the most current Building Safety Magazine, year-end issue, as published by the International Code Council.

- (2) Plan review fee: 50% of permit fee.
- (3) Engineering review: See engineering fees.
- (b) Permit fee includes electric, plumbing, mechanical, temporary power pole, temporary utilities.
(Ordinance 2025-14 adopted 9/16/2025)

§ A1.004. Automatic fire extinguishing system, fire alarm, miscellaneous fire, construction and occupancy permits.

- (a) Automatic fire extinguishing system permit fees, fire alarm permit fees and miscellaneous fire permit fees:
 - (1) Fire sprinkler system + (cost of third-party review).
 - (A) Underground fire line: \$200.00.
 - (B) Aboveground, 1 to 100 heads: \$250.00.
 - (C) Aboveground, 101 to 300 heads: \$350.00.
 - (D) Aboveground, 301 to 1,000 heads: \$450.00.
 - (E) Head for each over 1,000 heads: \$1.00.
 - (F) Fire pump: \$150.00.
 - (G) Type I hood fire extinguishing system: \$150.00.
 - (H) Specialized fire extinguishing system: \$250.00.
 - (I) Standpipe systems: \$65.00.
 - (2) NFPA 13 and 13R modifications: \$65.00 + (cost of third-party review).
 - (3) NFPA 13D systems: \$100.00 + (cost of third-party review).
 - (4) Fire alarm systems: + (cost of third-party review).
 - (A) 1 to 100 devices: \$150.00.
 - (B) 101 to 200 devices: \$300.00.
 - (C) 201 to 500 devices: \$500.00.
 - (D) Per device for each device over 500: \$1.00.
 - (5) Certificate of occupancy reinspection: \$65.00.

- (6) Temporary certificate of occupancy: \$65.00.
- (7) After hours inspections (after 4:00 p.m. or weekends/holidays):
 - (A) Two-hour minimum: \$190.00.
 - (B) Each additional hour: \$65.00 per hour.
- (8) Elevator acceptance test: \$150.00 per unit.
- (9) Access control/electronic gate: \$100.00 per unit.
- (10) Battery systems: \$150.00.
- (11) Capacitor energy storage systems: \$150.00.
- (12) Compressed gases/cryogenic fluids: \$65.00.
- (13) Emergency responder radio coverage systems: \$65.00.
- (14) Gas detection systems: \$65.00.
- (15) High-piled combustible storage: \$65.00.
- (16) Industrial oven: \$65.00.
- (17) Private fire hydrant: \$65.00.
- (18) Smoke control or smoke exhaust systems: \$65.00.
- (19) Solar photovoltaic power systems: \$65.00.
- (20) Spraying and dipping: \$65.00.
- (21) Penalties: Permit fee shall triple if a contractor begins work prior to obtaining an approved permit.
- (22) Second and subsequent occurrence within two years, fees will quadruple.
- (23) Fire Marshal annual permits (effective 10/1/2022):
 - (A) 6,000 sq. ft. or less: \$35.00.
 - (B) 6,001 to 10,000 sq. ft.: \$45.00.
 - (C) 10,001 to 25,000 sq. ft.: \$55.00.
 - (D) 25,001 to 50,000 sq. ft.: \$75.00.
 - (E) 50,001 to 75,000 sq. ft.: \$85.00.
 - (F) 75,001 to 100,000 sq. ft.: \$105.00.
 - (G) 100,001 to 200,000 sq. ft.: \$125.00.
 - (H) 200,001 sq. ft. or more: \$145.00.
- (24) Each apartment building: \$20.00.

- (25) Each floor above two: \$20.00.
- (26) Reinspection fee: 1.5 times the annual fee (charged per inspection after the initial reinspection).
- (27) Hazardous materials annual permit (fees in addition to annual permit):
 - (A) Pounds (powder and solids).
 - (i) Less than 1,000 pounds: \$25.00.
 - (ii) 1,001 to 2,000 pounds: \$40.00.
 - (iii) 2,001 to 5,000 pounds: \$70.00.
 - (iv) Over 5,001 pounds: \$140.00.
 - (B) Gallons (liquids and gels).
 - (i) Less than 25 gallons: \$25.00.
 - (ii) 26 gallons to 100 gallons: \$40.00.
 - (iii) 101 gallons to 1,000 gallons: \$75.00.
 - (iv) Over 1,000 gallons: \$140.00.
- (28) Special permits:
 - (A) LPG, CNG, LNG tank installation or removal: \$100.00.
 - (B) Blasting operation: \$150.00 per day + fire watch.
 - (C) Pyrotechnic display: \$150.00 per day + fire watch.
 - (D) Amusement rides/carnival rides: \$65.00 per event.
 - (E) Outdoor assembly event: \$65.00 per event.
 - (F) Residential outdoor burning: \$65.00 30-day permit.
 - (G) Nonresidential outdoor burning/trench/clearing: \$300.00 + \$20.00 per day.
 - (H) Underground fuel storage tank installation or removal: \$150.00 per tank.
- (29) Special event/movie/theatrical event:
 - (A) Fire Marshal on premises (three-hour minimum): \$65.00 per hour/per person.

(30) State mandated inspections:

- (A) Hospitals: \$150.00.
- (B) Nursing and long-term care facilities: \$150.00.
- (C) Daycare/mother's day out: \$65.00.
- (D) Foster and adoptive home: \$65.00.
- (E) Residential group home: \$65.00.
- (F) Residential home inspection: \$65.00.

(Ordinance 2025-14 adopted 9/16/2025)

§ A1.005. Miscellaneous fees.

Miscellaneous fees:

- (1) Excavation permit (including curb cut/drive approach): \$65.00 per approach/curb cut.
- (2) Commercial occupancy permit: \$65.00.
- (3) Construction trailer (temporary): \$65.00.
- (4) Work without permit: Double building permit fee.
- (5) Residential demolition: \$65.00.
- (6) Commercial demolition: \$65.00.
- (7) Spa, hot tub, above-ground pool: \$135.00.
- (8) Swimming pool: \$325.00.
- (9) Reinspection fee: \$65.00.
- (10) After-hours inspection: \$65.00 per hour; minimum \$130.00.
- (11) Miscellaneous electric (not associated with building permit): \$65.00.
- (12) Miscellaneous plumbing (not associated with building permit): \$65.00.
- (13) Miscellaneous mechanical (not associated with building permit): \$65.00.
- (14) Lawn sprinkler system: \$65.00.
- (15) Backflow prevention tester: \$100.00; \$25.00 renewal.
- (16) Temporary snow cone stands: \$130.00.
- (17) Building board of adjustment variance/appeals: \$200.00.
- (18) Special events: \$65.00.
- (19) Door-to-door solicitors:
 - (A) A business wishing to have employees perform door-to-door solicitation shall pay an annual

registration fee: \$100.00.

(B) Each employee performing door-to-door solicitation shall pay a nonrefundable application fee: \$10.00.

(C) All fees shall be paid at the time of solicitor application.

(20) Water well: \$65.00.

(21) Outdoor sales: \$45.00.

(22) Other non-listed miscellaneous permits: \$65.00.

(23) Garage sale permits: \$5.00.

(24) Wrecker registration fee: \$15.00.

(25) Impound fee: \$15.00 + expenses for sales and auctions of abandoned vehicles.

(26) Sexually oriented business license application: \$1,000.00.

(27) Sexually oriented business license renewal: \$500.00.

(28) Sexually oriented business license reinstatement: \$200.00.

(29) Fire hydrant meter deposit fee: \$2,000.00.

(30) Public or semi-public swimming pool inspection fee: \$350.00.

(31) Public swimming pool administrative fee: \$50.00.

(A) Annual public pool and spa permit fee: \$315.00.

(B) Pool plan review and opening inspection: \$200.00.

(C) Contractual inspections - school districts (per site visit): \$150.00.

(32) Fence permit: \$25.00.

(Ordinance 2025-14 adopted 9/16/2025)

§ A1.006. Residential additions, alterations, fire damage and accessory structures.

(a) Residential - additions/alterations/fire damage/accessory structures:

(1) One- and two-family dwellings: \$1.10 per square foot of the area of the addition, alteration, fire damage. Minimum fee shall be \$125.00.

(2) Accessory building:

(A) 120 sq. ft. to 200 sq. ft.: \$165.00.

(B) 200 sq. ft. to 399 sq. ft.: \$225.00.

(C) > 400 sq. ft.: \$435.00.

(3) Carports:

(A) 120 sq. ft. to 399 sq. ft.: \$165.00.

(B) > 400 sq. ft.: \$225.00.

(b) Permit fee includes plan review, electric, plumbing, mechanical.
(Ordinance 2025-14 adopted 9/16/2025)

§ A1.007. Commercial additions, alterations, fire damage and accessory structures.

(a) Commercial - additions; alterations; fire damage; accessory structures:

Type		Permit Fee	Plan Review Fee
(1)	Triplex/town homes and multifamily	Section A1.003 - based on valuation of \$65.00 sq. ft.	50% of building permit
(2)	Commercial	Section A1.003 - based on actual valuation or \$65.00 sq. ft., whichever is greater	50% of building permit

(b) Permit fee includes, electric, plumbing, mechanical.
(Ordinance 2025-14 adopted 9/16/2025)

§ A1.008. Sign permit fees.

Sign permit fees:

- (1) Pole sign: \$110.00.
 - (2) Monument sign: \$75.00.
 - (3) Wall sign: \$65.00.
 - (4) Awning, canopy, marquee signs: \$65.00.
 - (5) Temporary and portable signs: \$65.00.
 - (6) Banners: \$65.00.
- (Ordinance 2025-14 adopted 9/16/2025)

§ A1.009. Planning and development fees.

Planning and development fees:

- (1) Plats:
 - (A) Commercial replats, vacating plats, amending plats and minor plats: \$425.00 + (see engineering fees).
 - (B) Preliminary plat: \$325.00 + \$20.00 per acre + (see engineering fees).
 - (C) Final plat: \$325.00 + (see engineering fees).
 - (D) Residential replats: \$525.00 + (see engineering fees).

- (E) Variance request; appeal: \$325.00.
- (2) Gas wells:
 - (A) Gas well SUP: \$425.00.
 - (B) Gas well application fees (due with SUP application): \$7,500.00.
- (3) Zoning:
 - (A) Comprehensive plan amendment: \$625.00.
 - (B) Zoning change request including SUPs (does not include PDs): \$425.00.
 - (C) Planned development district: \$1,500.00.
 - (D) Variance request; appeal: \$325.00.
- (4) Site plans: \$425.00 + (see engineering fees).
(Ordinance 2025-14 adopted 9/16/2025)

§ A1.010. Engineering review fees.

Fee = Actual costs of engineer's review fee. An initial minimum deposit of \$2,000.00 to cover anticipated engineer review costs shall be made with each plat, clearing and grading, or parking lot application. An additional deposit of \$1,500.00 shall be made whenever the engineer's review costs have depleted the deposited amount to \$500.00 or less. Following the approval of the application any remaining funds shall be returned to the applicant. No application may be approved, issued, or recorded until all outstanding fees have been paid.
(Ordinance 2025-14 adopted 9/16/2025)

§ A1.011. Food establishment inspection fees.

Food establishment inspection fees.

- (1) Food service permits:
 - (A) Less than 500 sq. ft.: \$400.00.
 - (B) 500 to 1,500 sq. ft.: \$500.00.
 - (C) 1,500 to 3,000 sq. ft.: \$600.00.
 - (D) 3,000 to 6,000 sq. ft.: \$700.00.
 - (E) Above 6,000 sq. ft.: \$800.00.
 - (F) Child-care facility: \$500.00.
 - (G) Catering operation: \$700.00.
 - (H) Food court: \$600.00.
 - (I) Adjunct food service: \$500.00.
 - (J) Adjunct food store - less than 5,000 sq. ft.: \$500.00.

- (K) Adjunct food store - 5,000 sq. ft. and above: \$600.00.
 - (L) Commissary (nonprep): \$400.00.
 - (M) Commissary (prep): \$600.00.
 - (N) Temporary food establishment 1 to 5 Days: \$35.00.
 - (O) Temporary food establishment 6 to 14 Days: \$70.00.
 - (P) Farmers market: \$100.00.
 - (Q) Required/requested reinspection: \$75.00.
 - (2) Food store:
 - (A) Less than 5,000 sq. ft.: \$600.00.
 - (B) 5,000 sq. ft. or above: \$800.00.
 - (3) Plan review:
 - (A) Less than 1,500 sq. ft.: \$100.00.
 - (B) More than 1,500 sq. ft.: \$200.00.
 - (C) Above 3,000 sq. ft.: \$100.00.
 - (4) Late fees:
 - (A) 1 to 30 days: 10% of fee.
 - (B) 31 to 60 days: 20% of fee.
 - (C) 61 to 90 days: 30% of fee.
 - (5) Miscellaneous - consumer/environmental health:
 - (A) Duplicate permits: \$15.00.
- (Ordinance 2025-14 adopted 9/16/2025)

§ A1.012. Wrecker service company towing fees.

- (a) Nonconsent tow fees.
 - (1) For vehicles with a gross weight rating up to 10,000 pounds: \$272.00.
 - (2) For vehicles with a gross weight rating of 10,001 and up to 24,999 pounds: \$380.00.
 - (3) For vehicles with a gross weight rating of 25,000 pounds and up: \$489.00 per unit \$978.00 maximum.

(b) Drop fees.

- (1) For vehicles up to 10,000 pounds: \$135.00.
 - (2) For vehicles 10,001 to 24,999 pounds: \$190.00.
 - (3) For vehicles 25,000 pounds and higher: \$244.00.
- (Ordinance 2025-14 adopted 9/16/2025)

§ A1.013. Short-term rental fees.

The schedule of fees for short-term rentals shall be as follows:

- (1) Application for license: \$500.00.
 - (2) License renewal: \$300.00.
 - (3) Inspection (initial or renewal): \$65.00.
 - (4) After hours inspection (after 4:00 p.m. or weekends/holidays):
 - (A) 2-hour minimum: \$190.00.
 - (B) Each additional hour: \$65.00 per hour.
 - (5) Reinspection fee: \$65.00.
 - (6) Application for special exception: \$325.00.
- (Ordinance 2025-14 adopted 9/16/2025)

ARTICLE A2.000
ADMINISTRATIVE FEES

§ A2.001. Returned items (checks or any electronic payment).

The city shall collect the sum of \$30.00 for each returned item received by the city for the payment of any account or fine or for any reason given to the city, and subsequently dishonored by the bank upon which it was drawn for any reason.

(Ordinance 2025-14 adopted 9/16/2025)

§ A2.002. City council variance requests.

The fee to be charged for variance requests pursuant to article 1.03, division 2 of this code shall be established at \$325.00.

(Ordinance 2025-14 adopted 9/16/2025)

§ A2.003. Credit card service fee.

When accepting credit card payments as authorized by section 1.02.003 of the city code, the city may collect the actual processing fee incurred by the city, up to 5% of charge.

(Ordinance 2025-14 adopted 9/16/2025)

ARTICLE A3.000
ANIMAL CONTROL FEES

§ A3.001. Animal control fees.

- (a) License fees for dogs and cats. License fees for dogs and cats shall be imposed. The fees will be as follows:

- (1) \$10.00 for the initial license for a dog or a cat.
- (2) \$5.00 for a renewal license each year thereafter for a dog or cat.
- (3) \$5.00 for a duplicate license tag upon presentation of a license receipt showing payment of the current year's fees.
- (4) \$25.00 microchip fee for an owned dog or cat.
- (5) No license fee is required for a dog or cat that is:
 - (A) Used as a police or sheriff's department dog in the line of duty; or
 - (B) Adopted from the animal shelter by a person who does not reside within the city.

- (b) Impoundment fees for dogs and cats. Impoundment fees are as follows:

- (1) Dogs: \$30.00.
- (2) Cats: \$25.00.

- (c) Impoundment fees separate from fines and boarding fees. Impoundment fees are separate and distinct from any fines imposed for violating any provision of chapter 2 of the Code of Ordinances or any boarding fees.

- (d) Adoption fees. Adoption fees for the adoption of an animal from the animal shelter are as

follows:

- (1) \$100.00 for the adoption of a dog, which includes the cost of inoculations, deworming, general health assessment. It also includes a heartworm check, sterilization and rabies vaccination if age appropriate.
- (2) \$50.00 for the adoption of a dog that has been previously adopted and returned and the adoption fee has already been paid for. This fee will also be applied to an animal(s) surrendered that have been previously sterilized. This fee will include the cost of inoculations, deworming, general health assessment, heartworm check, and rabies vaccination.
- (3) \$25.00 for the adoption of a cat that has been previously sterilized, which includes the cost of inoculations, flea treatment and deworming.
- (4) No adoption fee or rabies vaccination fee is required for an animal transferred to an approved breed-specific rescue organization, or to a nonprofit, no-kill, all-breed rescue organization.
- (5) State law requires a rabies vaccination.
- (6) Adoption fees may be reduced after the 15th day an animal becomes eligible for adoption, with the approval of the City Manager or designee.
- (e) Animal held in quarantine.\$15.00 per day for any animal held in quarantine.
- (f) Veterinary and other expenses.Any veterinary and other expenses actually incurred by virtue of the necessity of quarantine or impoundment will be paid by the owner.
- (g) Impoundment of livestock.\$35.00 per head per day for the taking up and impounding of livestock.
- (h) Pickup of deceased dog or cat.\$50.00 for animals weighing less than 50 pounds. \$75.00 for the pickup of a deceased dog or cat that is in an advance state of decomposition, or exceeds 50 pounds in weight. There will be no additional fees to those stated above for transport by an Animal Control Officer of a deceased dog or cat owned by city residents who have made prior arrangements with a local (not exceeding five miles from the city limits of Azle) veterinarian or pet cemetery for interment or cremation.
- (i) Rabies vaccination.Fees for rabies vaccination will be based upon the current cost negotiated with local cooperating veterinarians.
- (j) Boarding fee for dogs and cats.\$15.00 for boarding fee per day for each day a dog or cat is housed at the animal shelter. This fee will be charged when the animal is returned to the original owner.
- (k) Animal surrender fees.Animal surrender fees are as follows:
 - (1) \$25.00 shall be charged to any person residing in the city requesting to surrender a dog or cat to the city.
 - (2) \$40.00 shall be charged to any person residing outside of the city limits requesting to surrender a dog or cat to the city.
- (l) Kennel permit.\$50.00 for a kennel permit.
- (m) Dangerous dog or vicious animal registration fee.\$50.00 per animal.
- (n) Temporary exhibition permit.\$40.00 for administrative costs and safety inspection of temporary

exhibit by the animal control officer.

- (o) Review of fees. The animal control officers shall review all fees specified herein annually and may recommend increases or changes to the City Council.
(Ordinance 2025-14 adopted 9/16/2025)

**ARTICLE A4.000
HEALTH AND SANITATION FEES**

§ A4.001. Municipal setting designation.

- (a) Application fee: \$4,000.00.
- (b) Third-party review fee: \$10,000.00 shall be paid at the time of application. The applicant will be required to pay additional fees in the amount of \$5,000.00 when the submitted fees for a third-party environmental consultant have been expended down to \$1,000.00.
(Ordinance 2025-14 adopted 9/16/2025)

§ A4.002. Donation bin fees.

- (a) Annual permit fees for donation bins will be as follows:
 - (1) Annual permit fee: \$200.00.
 - (2) Impoundment fee: \$200.00.
 - (3) Daily storage fee: \$20.00.
- (b) No fee will be required when the donation bin is placed on the premises of the same entity it is collecting for.
(Ordinance 2025-14 adopted 9/16/2025)

ARTICLE A5.000
MUNICIPAL COURT FEES

§ A5.001. Failure to appear; violate promise to appear fine.

All defendants charged with the criminal offenses of failure to appear or violate promise to appear shall be required to pay a \$25.00 fine.

(Ordinance 2025-14 adopted 9/16/2025)

§ A5.002. Local consolidated fee.

The fee shall be assessed and collected from the defendant upon conviction for a misdemeanor offense in the municipal court as a cost of court. The fee shall be deposited to the various accounts as follows:

Local Consolidated Fee (\$14.00)		
Fund	Percent	Dollar
Municipal court building security fund	35%	\$4.90
Local youth diversion fund	35.7143%	\$5.00
Municipal court technology fund	28.5714%	\$4.00
Municipal jury fund	0.7143%	\$0.10

(Ordinance 2025-14 adopted 9/16/2025)

ARTICLE A6.000
UTILITY RELATED FEES

DIVISION 1
Generally

§ A6.001. Water, wastewater and road impact fees.

(a) Water and wastewater impact fees.

(1) Water/wastewater impact fees for property platted prior to 2018:

Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"
Water	\$822.00	\$1,372.74	\$2,737.26	\$4,381.26	\$8,220.00	\$13,702.74	\$27,397.26
Sewer	\$1,428.00	\$2,384.76	\$4,755.24	\$7,611.24	\$14,280.00	\$23,804.76	\$47,595.24
Total	\$2,250.00	\$3,757.50	\$7,492.50	\$11,992.50	\$22,500.00	\$37,507.50	\$74,992.50

(2) Water/wastewater impact fees for property platted after 1/1/2018:

Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"
Water	\$1,578.00	\$2,635.26	\$5,254.74	\$8,410.74	\$15,780.00	\$26,305.26	TBD
Sewer	\$1,563.00	\$2,610.21	\$5,204.79	\$8,330.79	\$15,630.00	\$26,055.21	TBD
Total	\$3,141.00	\$5,245.47	\$10,459.53	\$16,741.53	\$31,410.00	\$52,360.37	TBD

(3) Water/wastewater impact fees for property platted after 3/21/2023:

Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"
Water	\$1,441.00	\$2,406.47	\$4,798.53	\$7,680.49	\$14,140.00	\$24,021.47	\$36,025.00
Sewer	\$4,422.00	\$7,384.74	\$14,725.26	\$23,569.15	\$44,220.00	\$73,714.74	\$110,550.00
Total	\$5,863.00	\$9,791.21	\$19,523.79	\$31,249.64	\$58,360.00	\$97,736.21	\$146,575.00

(b) Administrative charge when city refunds portion of impact fee: \$50.00.

(c) Roadway impact fees for property platted after 6/20/2023.

(1) Residential: \$5,616.72 per unit.

(2) Commercial: Call for estimate.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.002. Water tap fees.

(a) The city shall charge and collect the following fees for making water taps into its water system:

- (1) Fees for water taps where the service line for such tap has been previously installed at the tap location shall be as follows:

<u>Meter Size</u>	<u>Charge</u>
5/8 x 3/4 inch	\$375.00
All other sizes	Actual cost of materials used

- (2) Fees for water taps where the service line has not been previously installed at the tap location shall be as follows:

Water Tap Fees		
Meter Size	Paved Area	Unpaved Area
5/8 inch x 3/4 inch	\$2,100.00	\$1,100.00
3/4 inch x 3/4 inch	N/A	N/A
1 inch	\$2,315.00	\$1,315.00
1 1/2 inch	\$2,630.00	\$1,630.00
2 inch	\$3,650.00	\$2,650.00
> 2 inch	Call for estimate	Call for estimate

- (b) The actual cost as set forth in subsection (a)(2) of this section shall be the cost of all materials, cost of equipment and cost of personnel used in making such water tap connection to the system. (Ordinance 2025-14 adopted 9/16/2025)

§ A6.003. Sewer tap fees.

- (a) The city shall charge and collect the following fees for making sewer taps into its sewer system:

Sewer Tap Fees		
Size	Paved Area	Unpaved Area
4 inch	\$2,690.00	\$1,760.00
6 inch	\$3,920.00	\$2,100.00
8 inch	\$4,220.00	\$2,400.00

- (b) The actual cost as set forth in the subsection (a)(2) [sic] in this section shall be the cost of all materials, cost of equipment and cost of personnel to install the tap to the system. (Ordinance 2025-14 adopted 9/16/2025)

§ A6.004. Deposit for sewer, water and garbage customers.

- (a) Amount of initial deposit. The city shall receive from its sewer, water and garbage customers an initial deposit as follows:
- (1) All residential accounts other than multifamily, (in the city limits): \$150.00;

- (2) Multifamily (one meter for multiple dwelling units), (in the city limits): \$50.00, per unit;
- (3) Multifamily (one meter per dwelling unit), (in the city limits): \$150.00;
- (4) Commercial (in the city limits): \$200.00;
- (5) Garbage only (in and out of the city): \$50.00.

(b) Reduced utility deposits.

- (1) All sewer, water and garbage utility customers electing to participate in the city's bank drafting program shall pay a reduced utility deposit as follows:
 - (A) For water and sewer in the city limits: A reduction of \$100.00 from the total deposit amount set forth in subsection (a) above.
 - (B) For water and sewer outside the city limits: A reduction of \$100.00 from the total deposit amount set forth in section A6.005 of this fee schedule.
 - (C) For garbage only in and outside the city limits: The greater of \$10.00 or 50% of the deposit amount set forth in subsection (a) above.
- (2) All new customers qualifying for the reduced utility deposit amounts set forth in subsection (b)(1) of this section shall not be required to pay the full applicable deposit amounts set forth in subsection (a) above and section A6.005 of this fee schedule. All existing customers qualifying for the reduced utility deposit amounts set forth in subsection (b)(1) of this section shall receive a refund of any amounts paid in excess of such reduced utility deposit amounts.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.005. Deposit for water and sewer customers outside city limits.

The City Council has determined that the city incurs more expenses in servicing sewer and water customers living outside its corporate city limits; therefore, the deposit for such service shall be as follows:

- (1) All residential accounts other than multifamily, sewer and water: \$175.00;
- (2) Multifamily (one meter for multiple dwelling units), sewer and water: \$75.00, per unit;
- (3) Multifamily (one meter per dwelling unit), sewer and water: \$175.00;
- (4) Commercial: \$250.00.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.006. Account initiation fee.

A fee of \$25.00 shall be charged to cover the initiation and setup cost of each new account.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.007. Water rates.

- (a) Within city limits.

- (1) A minimum monthly service charge shall be made each month or fraction thereof for water service within the city limits. The minimum charge shall be based on the size of the meter. The minimum charge shall be evaluated to ensure adequacy prior to the start of each fiscal year based on the projected budgeted amount of the following fixed costs: annual water-related debt service, utility (electric, gas, water and sewer) costs, water system insurance costs, TCEQ fees, raw water costs, and administrative costs. Once evaluated and determined to be adequate, the minimum charge shall be approved by ordinance in conjunction with the adoption of the city's annual budget. The following minimum charge is established for fiscal year 2025 through 2026:

Meter Size	Residential	Commercial
5/8 x 3/4"	\$25.95	\$31.40
1"	\$37.63	\$45.15
1 1/2"	\$55.53	\$66.64
2"	\$76.81	\$92.17
3"	\$179.06	\$214.87
4"	\$302.06	\$362.47
6"	\$510.48	\$612.57

- (2) The rates for the use of water by residential and commercial customers within the corporate limits of the city shall be calculated using the following rate scale:

Cubic Feet	Monthly Rates
First 275 or less	Minimum charge according to meter size
276 to 1,500	\$3.10 per 100 cubic feet
1,501 to 2,000	\$4.10 per 100 cubic feet
2,001 to 4,000	\$4.20 per 100 cubic feet
4,001 to 6,000	\$4.30 per 100 cubic feet
6,001 to 8,000	\$4.41 per 100 cubic feet
Above 8,000	\$4.56 per 100 cubic feet

(b) Outside city limits.

- (1) The City Council, having found that the cost of supplying water services to customers outside the corporate limits of the city is greater than that of supplying its customers receiving services inside the corporate limits, therefore set the following rates for its residential and commercial customers outside the corporate limits. A minimum monthly service charge shall be made each month, or fraction thereof for water service outside the city limits. The minimum charge shall be based on the size of the meter. The minimum charge shall be evaluated to ensure adequacy prior to the start of each fiscal year based on the projected budgeted amount of the following fixed costs: annual water related debt service, utility electric, gas, water and sewer) costs, water system insurance costs, TCEQ fees, raw water costs, and administrative costs. Once evaluated and determined to be

adequate, the minimum charge shall be approved by ordinance in conjunction with the adoption of the city's annual budget. The following minimum charge is established for fiscal year 2025 through 2026:

Meter Size	Residential	Commercial
5/8 x 3/4"	\$38.93	\$46.71
1"	\$56.44	\$67.73
1 1/2"	\$83.30	\$99.96
2"	\$115.22	\$138.26
3"	\$268.58	\$332.30
4"	\$453.09	\$543.70
6"	\$765.72	\$918.85

- (2) The rates for the use of water by residential and commercial customers outside the corporate limits of the city shall be calculated using the following rate scale:

Cubic Feet	Monthly Rates
First 275 or less	Minimum charge according to meter size
276 to 1,500	\$4.64 per 100 cubic feet
1,501 to 2,000	\$6.15 per 100 cubic feet
2,001 to 4,000	\$6.30 per 100 cubic feet
4,001 to 6,000	\$6.45 per 100 cubic feet
6,001 to 8,000	\$6.61 per 100 cubic feet
Above 8,000	\$6.85 per 100 cubic feet

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.008. Sewer rates.

- (a) The monthly charge for connection to the sanitary sewer system shall consist of a basic charge plus a usage charge based on the amount of water service consumed as set forth in subsections (b) and (c). The basic service charge shall be evaluated to ensure adequacy prior to the start of each fiscal year based on the projected budgeted amount of the following fixed costs: annual sewer related debt service, utility electric, gas, water and sewer) costs, TCEQ fees, sewer system insurance costs, and administrative costs. Once evaluated and determined to be adequate, the minimum charge shall be approved by ordinance in conjunction with the adoption of the city's annual budget. The following minimum charge is established for fiscal year 2024 through 2025:
- (1) Residential rate: \$23.00.
 - (2) Commercial rate: \$28.30.
- (b) All residential customers shall pay a usage charge of \$2.52 for every 100 cubic feet of water used on the average month during the period commencing November 15th of the annual billing period

immediately preceding the month for which a bill is currently being tendered. It is the intent of this section to establish a fixed monthly sewer service usage charge for each customer that will be consistent from month to month within a given year. The city will determine the average cubic feet of water used by each customer during the November 15th to February 15th period each year and will use it to set a monthly average for that particular customer, structure or property. The usage charge will be multiplied against the average monthly water consumption measured in cubic feet as set forth above to calculate the sewer bill for the ensuing twelve-month period. In the event the customer, structure or property did not receive public water utility service during the immediately preceding November 15th to February 15th time frame, the customer may request at the time of initiation of service that billing be based on the city-wide average monthly usage rate; otherwise the city will calculate the billing on actual water use until such time as a full three-month average is determined and then use that average or the city-wide average by type of customer, whichever average is smaller. Each year the city will establish a new city-wide average monthly usage rate for the period commencing November 15th and ending February 15th for the purpose of establishing use charges for customers that do not have prior historical usage data.

- (c) All commercial customers shall pay a usage charge of \$2.52 for every 100 cubic feet of water used each month.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.009. Water and sewer surcharge rates.

- (a) Water surcharge. A usage surcharge shall be made each month, or fraction thereof, for water service within and outside the corporate city limits. This surcharge is distinct from and in addition to the water usage rates provided for in this article. The surcharge rate for the use of water shall be calculated in accordance with the following scale:

Cubic Feet	Within City Limits	Outside City Limits
First 400 or less	\$3.45	\$5.75
401 to 1600	\$7.15	\$10.75
Above 1600	\$21.90	\$32.85

- (b) Sewer surcharge. A sewer surcharge of seven dollars and fifty cents (\$7.50) shall apply each month, or fraction thereof, for sewer service. This surcharge is distinct from and in addition to the sewer usage rates provided for in this article.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.010. Reconnection fee when service discontinued due to nonpayment.

- (a) Within city limits. A \$35.00 reconnection fee shall be charged for reconnections made during normal working hours for services discontinued for reasons of nonpayment, and a \$50.00 reconnection fee shall be charged for reconnections made after normal working hours for services discontinued for reasons of nonpayment, for all reconnections made within the corporate city limits.
- (b) Outside city limits. A \$50.00 reconnection fee shall be charged for reconnections made during normal working hours for services disconnected for reasons of nonpayment, and a \$50.00 reconnection fee shall be charged for reconnections made after normal working hours for services discontinued for reasons of nonpayment, for all reconnections made outside the

corporate city limits.
(Ordinance 2025-14 adopted 9/16/2025)

§ A6.011. Reconnection fee when meter removed due to illegal tampering.

A fee of \$100.00 plus costs incurred by the city for the repair or replacement of its equipment shall be made for the reconnection of any meter which has been removed because of illegal tampering.
(Ordinance 2025-14 adopted 9/16/2025)

§ A6.012. Reconnection fee when service discontinued due to damaging system or unlawful acts.

If water service is discontinued under the provisions as stated in section 13.05.041 of the Code of Ordinances, water service shall not be restored until the following conditions are complied with:

- (1) Payment of a \$25.00 service charge;
 - (2) Full payment of all accounts due the city.
- (Ordinance 2025-14 adopted 9/16/2025)

§ A6.013. Returned item fee (checks or any electronic payment).

- (a) Should any check for payment of water or sewer services set out in this article be returned for any reason by the bank such check is written on, then in such event a \$30.00 returned check fee shall be assessed the customer for whose account(s) such returned item was applied.
 - (b) The city staff is authorized to refuse to accept personal checks or remove from bank draft any customer who has at least two times in the previous 12-month period issued the city a check that was returned to the city by the bank upon which such item was drawn.
- (Ordinance 2025-14 adopted 9/16/2025)

§ A6.014. Remedies and penalties for failure to pay charges.

- (a) A list of delinquent charges against properties shall be compiled as of January 1 of each year.
 - (b) In addition to any other remedies or penalties provided by law or in the act, if an account becomes delinquent, the city shall have the right to:
 - (1) Apply interest on any delinquent account at the rate of 1% simple interest on the unpaid balance due per month;
 - (2) Fix a lien against the property and assess a penalty in the amount of \$15.00 to cover the administrative costs of fixing a lien on benefited property; and/or
 - (3) Discontinue any utility services provided by the city.
- (Ordinance 2025-14 adopted 9/16/2025)

§ A6.015. Basis for determination of sewer user charges.

- (a) For the purposes provided in section 13.06.195 of the Code of Ordinances, the following shall be used as a basis for user charges for the ensuing year of operation of the wastewater treatment facility:

Vc = \$0.164 per 1,000 gallons of wastewater

Bc = \$0.081 per pound of BOD

Sc = \$0.074 per pound of TSS

- (b) For users who discharge wastewater defined in section 13.06.131 as "normal sewage," the user charge per one thousand gallons of wastewater will be based on two hundred milligrams per liter of BOD and two hundred twenty milligrams per liter of TSS. The resulting charge for dischargers of normal domestic wastewater shall be \$0.325 per one hundred cubic feet of wastewater.
- (c) For the purposes of section 13.06.201, the return of wastewater to the wastewater treatment system shall be assumed to be seventy percent of the quantity of water used. The resulting charge for "normal sewage" determined by section 13.06.201 shall be \$0.23 per one hundred cubic feet of water used.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.016. Meter testing fee.

Service charge: \$25.00.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.017. Drought contingency plan fees.

Reconnection charge when water service discontinued for violation of drought contingency plan: \$500.00, and any other costs incurred by the city in discontinuing service.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.018. Wholesale water rates.

- (a) Pelican Bay Water. Azle agrees to furnish and sell to Pelican Bay treated water on an emergency basis. Emergency is defined as a condition in which Pelican Bay water system experiences mechanical breakdown or line failure in their water system that causes Pelican Bay water system to be unable to meet normal water supply.

- (1) Rate. Pelican Bay shall be charged \$3.79 per cubic feet of water delivered by Azle. On or before July 1 each year, Azle shall submit a proposed rate to be charged beginning October 1, of the same year.

- (2) Fees. Azle shall charge Pelican Bay a billing and administrative fee of 10% of the rates charged for each billing period. The agreement shall expire on September 30, 2030, but can be renewed on mutually agreeable terms.

- (b) City of Reno. Azle agrees to furnish and sell to Reno treated water delivered under normal operation pressure prevailing in the Azle system at the point(s) of delivery that is mutually agreed upon.

- (1) Rate. Reno shall be charged \$1,480.00 per month as a base rate which shall include 8,000 cubic feet of water. Additional water may be purchased at the volumetric rate of \$6.68 per 100 per cubic feet of water delivered by Azle. Azle will give Reno a 30-day notice of its intent or desire to increase rates.

- (2) Fees. Azle shall charge Reno a billing and administrative fee of 10% of the rates charged

for each billing period. The agreement shall expire on April 6, 2031, but can be renewed on mutually agreeable terms.
(Ordinance 2025-14 adopted 9/16/2025)

§ A6.019. Wholesale wastewater rates.

- (a) Pelican Bay Wastewater. Pelican Bay provides sewer service to approximately 1,034 retail customers. Azle receives untreated wastewater from Pelican Bay at Azle's Charles Avenue Lift Station located on Charles Avenue between Lilac Lane and Mountainview Drive. The sewage is conveyed from the entry point to Azle's Walnut Creek Lift Station through approximately 2,300 feet of 4-inch force main; and from there, to the Ash Creek Wastewater Treatment Plant through approximately 12,200 feet of 8-inch force main.
- (b) Rate. The rate was recalculated in 2015 and re-evaluated in 2022 and set out as follows:
- (1) Volume Charge = \$6.00 Per 1,000 Gallons.
 - (2) BOD Strength Charge = \$0.50 Per Pound of BOD.
 - (3) TSS Strength Charge = \$0.45 Per Pound of TSS.

(Ordinance 2025-14 adopted 9/16/2025)

§ A6.020. through § A6.040. (Reserved)

DIVISION 2
Drainage Utility System

§ A6.041. Stormwater utility fees.

- (a) Rates. The following SFU rate is hereby established and shall be used to calculate the total monthly stormwater utility fee for all property located in the city:

SFUs	Fee
0 to 1	\$5.50 (minimum)
Over 1	\$1.83 per each 1/3 SFU or portion thereof

- (b) Appeal for adjustment. Upon receipt of a written statement from the city manager denying a request to adjust the stormwater utility fees or refusing to direct that a lien not be filed, the owner or customer who initially filed the appeal may, within thirty days after receiving the statement from the city manager and after paying a \$20.00 administrative fee, apply in writing to the City Council for review of the denial.

(Ordinance 2025-14 adopted 9/16/2025)

ARTICLE A7.000
PARKS AND RECREATION FEES

§ A7.001. Rental of park facilities.

The following fees shall be charged for rental of the following city park facilities:

- (1) Gazebo (per hour): Resident \$25.00; nonresident \$50.00.
- (2) Pavilion (per hour): Resident \$25.00; nonresident \$50.00.
- (3) The Feedlot: Rental includes use of stage, pavilion, RV pedestals, tables, and restroom trailer
 - (A) Class A: \$100 per hour, up to 3 hours
 - (B) Class B: \$500 per day (4 hours or more)
 - (C) Deposit: \$200 refundable
- (4) Central Park Amphitheater: Rental includes the amphitheater stage and grass area. Rentals are commonly used by individuals for weddings, birthday parties, concerts, exercise classes and other special events.
 - (A) Category A:
 - (i) Resident (per hour): \$25.00.
 - (ii) Nonresident (per hour): \$50.00.
 - (B) Category B:
 - (i) Weekday (all day):
 - a. Resident: \$200.00.
 - b. Nonresident: \$250.00.
 - c. Deposit: \$100.00.
 - (ii) Weekend (all day):
 - a. Resident: \$240.00.
 - b. Nonresident: \$350.00.
 - c. Deposit: \$100.00.

*Amphitheater user categories: See section 1.09.047 of the Code of Ordinances.
- (5) Central Park Volleyball court (per hour): Resident \$10.00; nonresident \$15.00.
- (6) Shady Grove Tennis court (per hour): Resident \$10.00; nonresident \$15.00.
- (7) Shady Grove ballfields (rentals):
 - (A) Without lights (per hour): Resident \$25.00; nonresident \$35.00.
 - (B) With lights (per hour): Resident \$35.00; nonresident \$45.00.
- (8) City sponsored softball league (per team) (new league fees effective Spring 2026): League

\$360.00, 10 games plus playoffs.

(9) Private tournament fees (Shady Grove ballfields):

(A) One field: Resident \$400.00; nonresident \$500.00.

(B) Additional field: Resident \$200.00; nonresident \$250.00.

(C) Lights an additional \$35.00 per field per hour.

(Ordinance 2025-14 adopted 9/16/2025)

§ A7.002. Youth sports association fees.

(a) Facility league usage fee: \$8.00 per participant per season.

(Ordinance 2025-14 adopted 9/16/202

**ARTICLE A8.000
GOLF FEES**

§ A8.001. Golf fees.

The par-72, 18 hole tract winds its way through the hilly, wooded land next to Ash Creek in the "Cross Timbers" area of north Texas.

(a) Out of Season Rates Jan 1 thru March 31:

Course Rate	Monday through Thursday	Friday	Saturday, Sunday, and Holidays
Open to 12:00 p.m.	\$50.00	\$57.00	\$68.00
12:01 pm to 3:00 p.m.	\$43.00	\$48.00	\$61.00
Twilight to After 3:00 p.m.	\$40.00	\$43.00	\$46.00
Senior (60+), Military or Student (13 to 22 W/College ID)	\$43.00	\$48.00	\$61.00
City of Azle Resident	\$43.00	\$48.00	\$61.00
Junior (12 years old and under)	\$30.00	\$30.00	\$30.00
Replay	\$22.00	\$22.00	\$22.00
Open Seat Rider Fee	\$22.00	\$22.00	\$22.00
Spectator Cart	\$35.00	\$35.00	\$35.00
Driving Range Token (approx. 40 balls)	\$7.00	\$7.00	\$7.00

(b) In Season Rates April 1 thru October 31:

Course Rate	Monday-Thursday	Friday	Saturday, Sunday, & Holidays
Open to 12:00 p.m.	\$55.00	\$62.00	\$73.00
12:01 p.m. to 3:00 p.m.	\$48.00	\$53.00	\$66.00
Twilight to After 3:00 p.m.	\$43.00	\$46.00	\$49.00
Senior (60+), Military or Student (13-22 W/College ID)	\$48.00	\$53.00	\$66.00
City of Azle Resident	\$48.00	\$53.00	\$66.00
Junior (12 years old and under)	\$30.00	\$30.00	\$30.00
Replay	\$22.00	\$22.00	\$22.00
Open Seat Rider Fee	\$22.00	\$22.00	\$22.00
Spectator Cart	\$35.00	\$35.00	\$35.00

Course Rate	Monday-Thursday	Friday	Saturday, Sunday, & Holidays
Driving Range Token (approx. 40 balls)	\$7.00	\$7.00	\$7.00

(Ordinance 2025-14 adopted 9/16/2025)

Exhibit A

Article 1.09 PARKS AND RECREATION

Sec. 1.09.032. Use of Parks and Recreation Facilities Generally

- (a) The City makes its parks and park facilities available for private or public group events and for individual use by the citizens and visitors of Azle for the purpose of the promotion of the arts, music, leisure, educational, recreational, civic, or social activities when these activities do not conflict with the City operations or this policy.
- (b) ~~Notwithstanding the above,~~ In case of emergency or disasters, the City Manager may authorize the use of parks and recreational facilities by civil defense, health, or emergency service authorities.
- (c) Any Special Event held on Park property will require insurance coverage. The Special Event will provide the City of Azle a Certificate of Insurance and an Additional Insured endorsement naming the City as Additional Insured. The Certificate of Insurance must state the date(s) of coverage and provide public liability for bodily damage in the sum of at least \$1,000,000 naming the City of Azle, its officers and employees as additional insured. The minimum cancellation clause must be 30 days or more. The Certificate of Insurance must be on file with the Park Superintendent before final approval for the Event will be granted.
- (d) A "Special Event" is any event held in whole or in part on park property that will substantially impact the City or involve large crowds. Examples include: outdoor exhibitions, cooking contests, parades, festivals, or community celebrations.
~~A Special Event is any event that is held in whole or in part on Park property that will have a substantial visitor impact on the City or will result in a gathering of large crowds. A Special Event, as determined by the City, may include, but is not limited to, the following: outdoor public exhibition; outdoor cooking contest; parades or processions; community events or celebrations; or outdoor public festivals.~~

Sec. 1.09.033. Types of Park Facilities

- (a) ~~Facilities available without rental fee (first-come, first-served)~~The following facilities are only available for use ~~without a rental fee and only on a first-come, first-served basis:~~

Central Park, 623 West Main Street Picnic Area

- ~~• Restrooms~~
- Basketball Court
- ~~• Volleyball Courts~~
- Children's Playground
- Skate Park

- ~~Walking Trail~~
- ~~Horseshoe Pit~~
- Mayor Brundrett's Central Splash
- Pickleball Court

Shady Grove Park, 1000 Stribling Drive

- ~~Walking Trail~~
- Children's Playground
- ~~Boat Ramp~~
- Volleyball Court
- ~~Lighted Tennis Courts~~
- Fishing pier
- ~~Restrooms~~
- Beach/swimming area

Ash Creek Park and Community Recreation Building, 605 SE Parkway

- Volleyball Courts
- Basketball Court
- Ballfields
- Soccer Fields
- Playground Equipment
- Picnic Areas
- ~~Restrooms~~
- ~~Pavilion~~
- Disc Golf

Melanie Park, 122 S Melanie Drive

- Ballfield
- Playground
- Picnic Area

(b) Facilities that may be reserved (renters have priority). Reservations for park facilities may be made by phone, with the exception of ballfield rentals, which must be completed online.

~~The following Facilities are available for use without a rental fee, based on a first come, first served basis. Should the facility be rented, the renters shall have priority over all other users.~~

1. Shady Grove Ball Fields
2. Shady Grove Pavilion
3. Shady Grove Tennis Courts
4. Central Park Amphitheater
5. Central Park Gazebo
6. Central Park Pavilion
7. Central Park Volleyball Courts

8. Ash Creek Pavilion
8.9. The Feedlot

(c) ~~The following facilities are available for rental only, under the procedures set out in Sections 1.1415 Procedures for Rentals:~~

- ~~1. Ash Creek BJ Clark Building, 601 SE Parkway~~
- ~~2. Ash Creek BJ Clark Annex, 603 SE Parkway~~
- ~~3. Ash Creek Emanuel Building, 605 SE Parkway~~

Sec. 1.09.034. Park Hours

(a) All Azle parks are open daily from 6:00 AM to midnight. Any exceptions to these hours must be approved by the Park Superintendent.

(b) Individuals fishing on the lake overnight may leave their vehicles and boat trailers in the designated boat ramp parking area. However, fishing within the park is not permitted after hours.

(c) Park hours will be posted at the entrance to each park.

Sec. 1.09.035. Driving and parking in City Parks

(a) It is unlawful for any person to drive or park a motor vehicle on public park property within the city, except in areas specifically designated for such use. This restriction does not apply to commercial vehicles delivering goods for park operations or to park maintenance vehicles. No overnight parking is permitted in parking lots apart from the boat ramp trailer parking area at Shady Grove. No overnight parking is permitted at the FeedLot or Library.

~~It is unlawful for any person to drive or park a motor vehicle upon public park property within the city in an area other than areas designated for driving or parking. Commercial vehicles delivering goods for the operation of the park as well as park maintenance vehicles shall be exempted from the requirements of this subsection.~~

~~The City Manager shall cause appropriate signs to be placed giving reasonable notice to park patrons that no motor vehicle shall be driven or parked other than in area designated for driving or parking.~~

(b) The speed limit within City park roadways is 15 miles per hour.

Sec. 1.09.036. Multi-Use Paths

(a) Pedestrians have the right of way at all times. Faster-moving users, such as bicyclists, rollerbladers, and skateboarders, must yield to walkers and joggers.

- (b) Motorized devices capable of exceeding 12 mph are prohibited on walking paths within City parks.

Sec. 1.09.037. Noise and Amplifiers

(a) Users shall comply with the following requirements of this division regulating noise, including amplified [sound,] in city parks, recreation facilities and The FeedLot Food Truck Park:

- (1) Any sound amplified equipment shall not exceed 65 dB(A) across any property line of the park.
- ~~(2) It is unlawful for any person, firm or corporation to use sound amplified equipment louder than outlined in subsection (1) in City parks, except as otherwise permitted in the Central Park Amphitheater, Ash Creek Community Center, and The FeedLot Food Truck Park.~~
- (3) The use of sound amplified equipment must end by 9:00 p.m. Sunday through Thursday; 11:00 p.m., Friday and Saturday. **The exceptions to the use of sound amplified equipment for activities after 9:00 p.m. must be approved by the park superintendent.**

Sec. 1.09.038. Animals in City Parks

- (a) Livestock is prohibited in City parks.
- (b) Pets must be leashed at all times.
- (c) Dogs are prohibited in beach areas.
- (d) Owners must clean up pet waste.

Sec. 1.09.039. Trash

(a) Users are responsible for cleaning up their trash and leaving the facility in the condition it was found. Trash receptacles are provided by the City.
~~Users shall clean up their own trash and leave the premises in as good a condition as it was prior to their use of the parks premises or Facility. The City has made proper trash receptacles available for this purpose.~~

Sec.11409 Hitting Golf Balls, Prohibited

(a) Hitting golf balls is prohibited in City Parks, except in designated areas at Ash Creek Park.

Sec. 1.09.040. Alcoholic Beverages; Prohibited

(a) It shall be unlawful for any person to sell, serve, possess for the purpose of sale, or consume alcoholic beverages in any public park or other city-owned property, except that: (1) the possession and consumption of alcoholic beverages is permitted at the FeedLot in accordance with city regulations; and (2) the sale, service, possession for the purpose of sale, or consumption of alcoholic beverages may be authorized by the City at other public parks or city-owned property through a special event permit or other written approval, provided all applicable Texas Alcoholic Beverage Commission (TABC) laws, rules, permits, and licenses are satisfied.

~~(a) It is unlawful to knowingly possess, consume or sell alcohol in any park or municipal building in the city, except as provided in subsection (b).~~

~~(b) Beer and wine may be served but not sold in the Ash Creek Emanuel Building, the Ash Creek B.J. Clark Community Center Building, and the Ash creek B.J. Clark Annex, as provided in Section 1.1415.~~

~~(b) Inside a motor vehicle.~~

Sec. 1.09.041. Glass Containers; Prohibited

(a) Possession of glass containers is prohibited in all City Parks. ~~It is unlawful for any person to possess, use, place on, take onto or deposit thereon, any glass bottle or glass container of any kind on or in any city park. Provided, however, this section shall not apply to the following:~~

~~(1) within the confines of any public building located in or on any city park, with the exception of public restrooms;~~

~~(2) within immediate and closed confines of any privately owned or operated business located in or on a city park;~~

~~(3) inside a motor vehicle.~~

Sec. 1.09.042. Damage to equipment, facilities or grounds, attaching decorations or other materials.

(a) All individuals and groups using parks and recreational facilities shall be responsible for the cost of repairing or replacing any park equipment, facilities, or grounds, including trees and vegetation, damaged during their use.

(b) Decorative or other materials shall not be nailed, tacked, taped, screwed or otherwise physically attached to any part of the facilities without written permission from the Park Superintendent.

Sec. 1.09.043. Safety

(a) Some park areas and facilities are located in a flood plain and are subject to periodic flooding. If flooding should occur, Users should take necessary steps to ensure their personal safety and the safety of their equipment.

(b) Swimming is only allowed in designated areas.

~~(c) Practicing or playing of golf is prohibited at Central Park and Shady Grove Park.~~

(c) The City is not liable for personal injuries or property damage occurring on park property, except as specifically permitted by law.

Sec. 1.09.044. Charging admission; vending-Group Use

(a) The sale of any items in City parks is prohibited, except within designated facilities and during City-approved, sanctioned events.

(b) Users are not permitted to charge admission for any event held at park facilities. ~~Users will not charge admission to any event unless the facility is rented pursuant to this policy.~~

~~(b) No sale of any items shall be allowed in City Parks except in designated facilities and during city sanctioned special events.~~

Sec. 1.09.045. Overnight Camping

(a) Overnight camping is prohibited in all City parks.

Sec. 1.09.046. Conduct Generally

(a) All individuals and groups shall comply with all federal, state and local laws, including but not limited to all ordinances of the City of Azle, and all rules, regulations and requirements of the Azle Parks and Recreation Department and Police and Fire Departments.

(b) Users, their agents or employees, shall not discriminate against any person on account of age, race, color, religion, sex or national origin, regarding use of the Facilities.

(c) Users of all park and recreational facilities shall conduct their business in an orderly manner.

(d) Users' programs, performances, exhibitions or other uses of the parks, including any Facility, will not violate or infringe upon any copyright, patent, right or privacy or other statutory or common law right of any person, firm or corporation. All programs, performances, concerts, and other events to be performed at the Facility involving works protected by statutory or common law copyrights or other proprietary law have

been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof.

Sec. 1.09.047. Athletic Fields, Courts, and Areas Reservations

(a) The superintendent of Parks and Recreation shall establish rules and regulations for use of the athletic fields, courts, and areas. Any fees for use of athletic fields, courts, and areas shall be approved by ordinance passed by City Council.

(b) The fields at Shady Grove Park are available for rental for practices, pick-up games, and tournaments. However, all Parks and Recreation games, tournaments, and special events take priority over other users.

(c) If a field has been specially prepared for scheduled use, closed for maintenance, or deemed unplayable due to weather, the gates may be locked. During such times, the field is off-limits and may not be used until gates are unlocked.

(d) Due to high demand for the Shady Grove ballfields during certain times of the year, teams, associations, or groups will be limited to eighteen (18) hours per week, Monday through Friday, regardless of field. Rentals are available in one-hour increments.

(e) Youth associations renting the Shady Grove fields are limited to renting no more than two fields per night.

Sec. 1.09.048. Procedures and conditions for rentals

(a) Individuals or groups that want to have exclusive, reserved use of a Facility designated for Rental use ("Renters") must also follow the procedures set out in this section and pay any applicable fees according to the Park Usage Fees of Appendix "A" Fee Schedule of the Code of Ordinances.

(b) All facility rentals require a minimum rental period of two (2) hours, excluding the Shady Grove ballfields.

(c) The renter is responsible for cleaning the facility before leaving and for any damages that occur during the reservation period. End-of-reservation cleaning includes properly disposing of all trash in the provided receptacles, wiping down tables and benches, removing litter or debris, and ensuring the surrounding area is free of any trash resulting from the event.

(d) The facilities are generally available for rent by any individual or group, whether a resident of Azle or not, on a first-come, first-serve basis. All park facilities may be rented up to six (6) months in advance, with the exception of the Shady Grove ballfields, which may only be rented during the week of use. ~~Facilities may be rented up to six (6)~~

~~months in advance, except for the Central Park Amphitheater, which may be rented up to one (1) year in advance.~~

~~Applicants must complete a Rental Application. Following completion of the application the City shall review and either approve or deny the application according to the procedures set out below. If the City approves the application for rental, the Applicant will execute a Rental Agreement. The rental Fees are set out on Appendix Article 8.~~

(e) Rentals that are canceled due to inclement weather or other unforeseeable problems that directly and substantially impair use of the Facility, e.g., utility outage, prior damage to the facility, etc., as solely determined by the City, may be re-scheduled by contacting the Department within three (3) working days. A paid receipt is required to re-schedule.

~~(w) Renters may charge an admission fee to attendees at the amphitheater and community buildings. However, ticket sales shall not exceed the occupancy limit for the specific Facility reserved or rented.~~

(f) Renters will designate the period of time requested for their exclusive and priority use of the facility. The rental time must include the time actually needed for set up and clean up, before and after the event.

(g) Renters shall pay all applicable Rental Fees described on Article 8.000 Park and Recreation Fees of Appendix "A" Fee Schedule of the Code of Ordinances.

~~(w) The City charges a Rental Fee for a minimum of three (3) consecutive hours.~~

~~(2) In the event the Renter retains possession of the facility more than 15 minutes after expiration of the agreed Rental Period, the Renter will be charged an additional Late Hour Extension Fee period until the Renter surrenders possession of the Facility. This late Hour Extension Fee will be charged in addition to the Rental and other fees and will be deducted from the Renter's security deposit.~~

(h) ~~For certain rented Facilities designated in Article 8.000 Park and Recreation Fees of Appendix "A" Fee Schedule of the Code of Ordinances, Renters are responsible for securing and paying for one or more TCLEOSE certified law enforcement officers at each event. The officer(s) must be present at least 5 minutes prior to the beginning of the event, during the entire event, and at least 5 minutes after the event. The Renter must notify the Department of Parks and Recreation of the name and contact information for the officer(s) at least ten business days in advance of the event. For building Facilities where alcohol will be present, the officer(s) must be present before City Staff will unlock the building. Renters are required to have an officer(s) for rentals with Alcohol ending after 10 p.m. (2 Officers for 51-150 attendees; 3 Officers for 151-200 attendees).~~

~~(i) For rental-only Facilities in which alcohol is served or either Class B or Class C Renters, as defined in Sec. 1.1416, of the Central Park Amphitheater Facility for an event open to the general public, the Renter and each of its caterers or vendors who deliver food, beverages or goods to the rented Facility, shall procure and maintain through the date of the Event, at its sole cost and expense, Comprehensive General Liability insurance in the name of the Renter, for limits of not less than \$1,000,000 for personal injury or death arising out of any one occurrence and property damage insurance in an amount of not less than \$1,000,000 for damage to property arising out of any one occurrence. This insurance policy must cover, in addition to the general public, Renter, its agents, employees, and contractors, including entertainers, vendors, and their support staff, and any other individual participating in or attending the event for which the Facility is rented. The policy must also include the City as a named insured. Renter must submit to the Department proof of this coverage through a Certificate of Insurance at least ten business days prior to the event.~~

~~(j) Renters will not publicly advertise or publicly announce the venue for the event or sell tickets to the event prior to the City's final acceptance of the User's Reserved Rental Application.~~

(h) Individuals or representative of groups applying to rent facilities must be at least 18 years of age. The City reserves the right to refuse or limit the privilege of any group to rent any of the facilities on the following basis:

- (1) The Individual or group has previously damaged or destroyed City property or other public property or has otherwise violated policies regarding rental or use of City Parks or Recreation Facilities.
- (2) The Applicant's intended use is likely to damage facility property or violate applicable federal, state, or local laws, regulations, or ordinances.
- (3) The Applicant has rented or requests to rent the facility with such frequency that the Renter's use reasonably deprives others of the opportunity to use the facility.

~~(j) Individuals or groups interested in using the Facilities must submit a Rental Application during normal business hours at the B.J. Clark Annex Building, 603 SE Parkway, Azle, Texas 76020. Reservations will be confirmed only upon the City's approval of the Rental Application, timely payment of all appropriate fees and deposits, and execution of the Facility Rental Agreement.~~

(i) All rental and associated fees for each facility are as reflected in Article 6.000 Park and Recreation Fees of Appendix "A" Fee Schedule of the Code of Ordinances.

(j) A security deposit may be used by the City to pay:

- (1) The reasonable costs to design, repair, replace or otherwise pay for any property damage that occurs during the Renter's use of the Facility, either by the Renter or any guest or participant at the Renter's event or use of the facility;
 - (2) the extra hourly rental charge incurred if the Renter fails to surrender possession of the facility at the time agreed;
 - (3) the actual cost to the City to clean up the facility in the event that the Renter fails to do so before surrendering possession of the facility.
 - (4) In the event that the security deposit is insufficient to cover items (1) – (3) above, the Renter will pay the City any additional costs upon demand. The City reserves the right to collect any amounts unpaid after demand.
- (k) The rental fee and security deposit, as applicable, must be paid to the Department no less than three (3) ~~ten (10)~~ business days before the scheduled use or event. Failure to timely pay these amounts constitutes, at the City's sole discretion, cancellation of the reservations for the facility.
- ~~(p) For certain Facilities identified in Article 6.000 Park and Recreation Fees of Appendix "A" Fee Schedule of the Code of Ordinances, the City requires that a City employee or contractor selected by the City be physically present as a Monitor at the Facility throughout each event, at the Renter's expense. The Monitor is not authorized to vary the terms of the Rental Agreement.~~
- (l) Rental Fees and Security Deposits for City facilities shall be refunded on the following basis:
- (1) If the Renter cancels the facility reservation less than seven (7) days prior to the scheduled rental date, the rental fee shall be non-refundable.
 - ~~(2) If the Renter cancels the event more than six (6) weeks before the event, the City shall refund all Rental Fees and Security Deposits paid. If the Renter cancels the event six (6) weeks or less before the event, the City will deduct a \$50 Cancellation Fee from the Security Deposit. The City reserves the right to waive or reduce the cancellation fee based on individual circumstances.~~
 - ~~(2) If the facility has been damaged or not adequately cleaned after the event, the City may withhold all or part of the Security Deposit, at the discretion of the City, in order to determine the full extent of damages and to make all repairs and cleaning. The City shall mail a full refund of the Security Deposit to the Renter within ten (10) business days after the event, upon the following conditions:~~

- (3) All terms of the Rental Agreement have been met; and
- (4) All Facilities are left clean and in good condition.

~~(w) The City does not provide janitorial services for certain Facilities. Each renter is responsible for leaving the Facility in a clean and orderly manner. The Community Building Monitor will evaluate for cleanliness in compliance with the checklist provided with the rental agreement by indicating the condition of the building before and after the Renter's use. This checklist is also important for the city staff to determine whether the security deposit can be returned.~~

~~(w) In the event that the cost to design, repair, replace or pay for any property damage that occurs during the Renter's use of the Facilities exceeds the amount of the Renter's Security Deposit, the City reserves the right to pursue all legal remedies against Renter, attendees, or other persons responsible.~~

(m) In renting a facility, each Renter agrees to release, hold harmless, and indemnify the City, its officials, employees, and agents from all claims, fees, expenses, and costs, including legal fees, incurred by the City, its officials, employees, and agents, including but not limited to any claims of personal injury by any person or damage to or loss of real or personal property, arising out of the Renter's use, possession, or occupancy of the Facility.

(n) The City prohibits discrimination on the basis of race, sex, color, national origin, age, or disability in its programs and activities. Complaints or concerns on alleged discrimination can be filed with the City of Azle or Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C., 20240.

(o) The Renter agrees that in the event the Renter or any invitee or guest of the Renter violates this Facility Use Policy or engages in illegal conduct or other activity in the facility that the City staff determines is detrimental to the City or its property, the City may immediately revoke the Renter's authority to use the facility and order the Renter and Renter's guests and invitees to leave the premises immediately. The City reserves all legal rights to enforce these policies.

~~(u) Renters may serve alcoholic beverages (beer and wine only) only in certain Facilities as indicated on Article 8.000 Parks and Recreation Fees. Renters must comply with all applicable laws related to the possession or consumption of alcoholic beverages, including no possession or consumption by minors. The sale of alcoholic beverages is strictly prohibited in all park facilities.~~

(p) Bounce houses are not permitted unless part of a City-approved, sanctioned event.

(q) City May Reduce or Waive Requirements: Any of these requirements may be reduced or waived, at the discretion of the City Manager or the Park Superintendent.

~~(v) — A permit, issued by the Parks Department, is required to place a bounce house at Ash Creek Park or Central Park. The renter is responsible for providing their own source of electricity (generator). A copy of the bounce house company's liability insurance, including details of the party, contact name, date, and time of the event must be provided before a permit will be issued. The bounce house and other equipment must be transported to the approved location by a dolly or some means other than a motorized vehicle. Maximum size of bounce house allowed is 15' X 15'. The bounce house area must be reserved in conjunction with pavilion rental. Bounce house areas are not for rent individually. Bounce houses must be free standing and weighted; stakes are prohibited in City Parks. Permits must be obtained at least one week prior to the event date and obtained up to six (6) months in advance.~~

~~(w) — Once a ballfield is chalked and prepped, only the designated Renter may utilize the field, regardless if the field is available or not. The field is closed for league play until the following day.~~

Sec. 1.09.049. Mayor Brundrett's Central Splash

(a) An adult must accompany children under 12 in the splash pad area. No child shall be left unattended at the splash pad. Splash pad may close at any time due to weather or operational concerns. Users must vacate the splash pad at the first sign of thunder or lightning.

- (1) Do not drink or put water in your mouth from any water features;
- (2) Changing diapers within 6 feet of the water feature is prohibited;
- (3) Non-service animals are prohibited;
- (4) Use of the water feature when ill with diarrhea is prohibited;
- (5) No skateboards, skates, scooters, or bikes permitted;
- (6) Swim diapers are required for children under 4 years old;
- (7) Do not climb, hang, swing, or pull on any of the splash pad equipment;
- (8) No water balloons, confetti, soaps, drinks, or food are allowed on the splash pad.

Section 1.09.050. Smoking in City Parks

(a) In the City of Azle, Texas, smoking—including tobacco, e-cigarettes, and vaping—is **prohibited in City parks**, with one exception:

(1) Smoking is allowed only in paved parking areas.

Sec. 1.09.051. Amphitheater and The Feedlot User Categories

Class A: Hourly rentals typically used by individuals for weddings, birthday parties, concerts, exercise classes, and other special events.

Class B: Full-day rentals commonly used by individuals for weddings, birthday parties, concerts, exercise classes, and other special events.

~~**Class A: Private:** For non-commercial, non-public use by individuals or entities, such as for weddings, birthday parties, family reunions, and group picnics. Members of the general public are not invited, and the event is not advertised through public media.~~

~~**Class B: Non-Profit:** For non-commercial public use by an individual or entity having non-profit status, that sponsors an activity, event or meeting of community interest, such as team sports, a governmental agency, or political groups. The event shall be open to the public with no admission charged.~~

~~**Class C: Commercial:** Requires one (1) TCLEOSE certified law enforcement officer. For use by (1) an individual, group, or for-profit entity for commercial or promotional events, even though admission fee may not be charged, such as a piano or dance recital; (2) an individual, group, or entity which charges admission and/or sells merchandise or services, such as a concert; or (3) any other category that does not qualify under Class A or Class B. Requires monitor at \$10.50 per hour.~~

Sec. 1.09.052. Violation; Penalty

(a) Any person found in violation of this article shall be subject to a fine in accordance with the general penalty provisions set forth in **Article 1.09, Parks and Recreation, Section 1.109 – General Penalty for Violations of Code; Continuing Violations**. Any person who shall be found guilty of violating this article shall be fined in accordance with the general penalty provision found in Article 1.09 Parks and Recreation. .Section 1.109 General Penalty for Violations of Code; Continuing Violations.

§ 4.08.034. Requirements for issuance.

A. The requirements for obtaining a food vendor (non-mobile) permit shall be as follows:

- (1) The applicant shall give the name and address and phone number of each salesperson, and every officer of the corporation.
 - (2) The applicant shall present a site plan of the proposed location designating the location of the sales facility, available parking, and entrances and exits for vehicles. ~~In the case of mobile food units proposing to stop at multiple locations for periods of fifteen minutes or more, a site plan shall be presented for each location.~~
 - (3) The applicant shall show written permission of the landowner to use the property as requested.
 - (4) Each applicant must show that restroom facilities are conveniently available to employees and that such facilities meet the requirements for such facilities as established by the county health department.
 - (5) The proposed site of the business shall be in areas zoned commercial or industrial or privately or publicly owned parks or recreational areas.
 - (6) The permit shall be for one site only.
 - (7) Permits for seasonal businesses, such as flavored ice, shall be issued for a maximum of four consecutive months.
 - (8) Permits for special events shall be issued for a period not to exceed two weeks and shall not be issued to the same applicant for the same location greater than two times per year.
 - (9) The site and/or facility shall be inspected and approved by the police department, fire department, building inspection department and zoning administration department, in addition to any other inspections required by state and/or county regulations.
 - (10) The facility shall be inspected and approved by the county health department. A current inspection sticker issued by the county health department shall be presented and displayed at all times. The facility and its operation shall comply with the requirements of article 6.05, the model food ordinance.
 - (11) A facility which remains closed for a period of two consecutive weeks shall be deemed to be abandoned, and such facility shall be removed from the property immediately.
 - ~~(12) Mobile food units proposing to travel a route throughout the city shall be exempt from subsections (3), (4), (5) and (6) of this section. Mobile food units proposing to remain in one or more locations in the city for fifteen minutes or greater must comply with all the requirements of this division.~~
 - ~~(13)~~(12) The application fee shall be as set forth in the fee schedule in appendix A of this code, in addition to any other fees applicable through city ordinance or health authority regulations to the operation of a food establishment.
- (2001 Code, sec. 4.1303)

B. The requirements for obtaining a mobile food vendor permit shall be as follows:

1. Mobile food units must be properly licensed in accordance with applicable state law prior to operating within the city.
2. Mobile food units operating on private property shall:
 - Be located on a single private parcel
 - Be in zoning districts where such use is permitted (C, HC, O, CBD, IND, INS)
 - Have written authorization from the property owner, maintained on-site and provided to the City upon request
3. Mobile food units shall comply with the City's adopted fire code and applicable electrical and life safety standards.
4. Mobile food units may be subject to inspection by the City for compliance with fire, safety, and zoning regulations.
5. Mobile food units operating on City-owned property, including designated food truck parks such as The Feedlot, must comply with all applicable use agreements, operational rules, and site-specific requirements established by the City.

§ 27.8. FOOD TRUCK PARKS.

The purpose of this section is to regulate the operation of food truck parks in the City of Azle. Though the section does not regulate the use of food trucks for private events in residential areas, it does address the use of food truck parks on private commercial property and on City-owned and/or managed property.

A. Provisions for Private Commercial Property (Non-Residential Zoning Districts).

- ~~1. Food trucks shall obtain an annual Mobile Food Vendor permit from the City of Azle before operating in the food truck park. Mobile food units must be properly licensed in accordance with applicable state law prior to operating within the city.~~
- ~~2. A fire inspection must be conducted and passed annually per NFPA 96 (National Fire Protection Association).~~
- ~~3. A health inspection certificate must be provided from the County Health organization.~~
- ~~4.2.~~ All Food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.
- ~~5.3.~~ All food trucks must be located on a parcel which is appropriately zoned for non-residential development and use.
- ~~6.4.~~ Mobile food units operating on private property shall be located on a single private parcel ~~Food trucks shall be located on an individual private parcel, adjacent to or where, within three hundred (300) feet, an existing permanent business operates in a building with a Certificate of Occupancy.~~
- ~~7.5.~~ Food trucks shall not operate less than ten (10) feet from another food truck or structure.
- ~~8.6.~~ Food trucks including any applicable seating, may operate in parking spaces if the required parking for the center remains in compliance with Azle Code of Ordinance, Section 28 Parking and Loading[.]
- ~~9.7.~~ The Certificate of Occupancy shall be obtained and maintained by the Food Truck Park rather than individual vendors.
- ~~10.8.~~ Electricity shall be from an electrical outlet or generator.
- ~~11.9.~~ Hose hook-ups to potable water must be of food grade quality.
- ~~12.10.~~ A trash receptacle must be placed outside next to the food trucks for use by the patrons of the unit. The area around the food trucks shall be kept clean and free from litter, garbage, and debris.
- ~~13.11.~~ Food trucks may not stay overnight.

B. Provisions for City-Owned and/or Managed Property.

- ~~1. Mobile food units must be properly licensed in accordance with applicable state law prior to~~

~~operating within the city. Food trucks shall obtain an annual Mobile Food Vendor permit from the City of Azle before operating in the food truck park.~~

~~1. A fire inspection must be conducted and passed annually per NFPA 96 (National Fire Protection Association).~~

~~2. A health inspection certificate must be provided from the County Health organization.~~

3.2. All Food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.

4.3. A Hold-Harmless Agreement is required to be completed with the City of Azle if the food truck is to be located on City of Azle property.

5.4. Owners of any food truck must sign a notarized statement that they acknowledge and accept a minimum amount of \$1,000,000 liability insurance, that covers the food truck, must be maintained at all times and that proof of such insurance coverage can be required to be provided to the City upon three (3) working days' notice to the owner. This requirement may be met with an additional rider on the related automobile insurance.

6.5. The City Manager or his/her designee shall have the authority to manage the operation for Food Truck Parks on city-owned and/or managed property.

7.6. Electricity shall be from an electrical outlet. Generators may be used if approved by the City of Azle.

8.7. Food trucks shall not operate less than ten (10) feet from another food truck or structure.

9.8. Food trucks may not stay overnight unless approved by the City of Azle.

(Ordinance 2024-5 adopted 3/4/2024)