



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

August 3, 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

Alton Davis, senior pastor at Community Bible Fellowship and the president of the Azle Area Ministerial Alliance board of directors

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

PROCLAMATIONS

PRESENTATIONS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

ACTION ITEMS

1. Consider any action on the July 21, 2026 regular council meeting minutes.
Yael Hoffman, City Secretary
2. Consider any action approving the annual re-appointments to the Crime Control and Prevention District Board, Places 3, 5, and 6 for a two-year term ending August 31, 2028.
Yael Hoffman, City Secretary
3. Consider any action accepting the Verification of Cybersecurity Training Program Completion
Angelia Garrett, Finance Director
4. Consider any action on the Facade and Signage Improvement Program application for Dollar General/Palm Medical at 117-141 Industrial Ave.
David Hawkins, Director of Planning and Development
5. Consider any action on the Facade and Signage Improvement Program application for Gogi Lab.
Kristen Pegues, Community & Marketing Specialist
6. Consider and take action to authorize the use of TIRZ Project funds for legal fees and other

expenses related to the former Kmart building located within the TIRZ zone.

Amber Beard, City Manager

7. Consider any action on Ordinance 2026-25 approving FY 2026 Budget Amendments (3rd Qtr.)

Angelia Garrett, Finance Director

8. Consider any action proposing a specific Tax Year 2027 ad valorem tax rate to be considered during a public hearing at the August 17, 2026 meeting of the City Council

Angelia Garrett, Finance Director

PUBLIC HEARING

9. Conduct a public hearing for the Crime Control and Prevention District's (CCPD's) proposed FY 2026-27 Budget

Kevin Rogers, Police Chief

DISCUSSION ITEMS

10. Personnel Policy Revision Recommendation

Cat Schlueter, Human Resources Director

11. Uhauls and Vehicle Rentals Ordinance

David Hawkins, Director of Planning and Development

12. Noise and Amplifiers Nuisance Ordinance

David Hawkins, Director of Planning and Development

13. Building Board of Appeals Alternates

David Hawkins, Director of Planning and Development

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

14. Take any action pursuant to executive session.

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on Tuesday, July 28, 2026, at the City's official bulletin board and is readily accessible to the public at all times in accordance with V.T.C.A. Chapter 551, Texas Government Code.



Yael Hoffman, TRMC, MMC
City Secretary

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

Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must be included with the City Council meeting notice at which the City Council will discuss or adopt a budget for the City of Azle: For an average-valued homestead property (\$300,000.00), the City's portion of the property tax bill in dollars for the current fiscal year (FY2025) is \$1,842.26, the City's portion of the property tax bill for the upcoming fiscal year (FY2026) for the same property if the proposed budget is adopted is estimated to be \$1,874.08, and the City's portion of the property tax bill in dollars for the upcoming fiscal year (FY2026) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be \$1,805.83.



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on the July 21, 2026 regular council meeting minutes.

Background and Explanation:

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes CC 7.21.26



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

July 21, 2026

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Goode called the meeting to order at 6:01 p.m.

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

Members Absent:

None

Staff Present:

Amber Beard	City Manager
Jennifer Drysdale	City Attorney
Malinda Nowell	Sr. Administrative Assistant
Will Scott	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
Cat Scheuleter	Human Resources Director
Kristen Pegues	Community & Marketing Specialist

INVOCATION

Amy Collins of Sonshine Ministries gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Goode led the Pledge of Allegiance.

PUBLIC PARTICIPATION

- Deborah Giegoldt, 401 Little Cat Track Rd., Weatherford, TX spoke about the Library Board, the budget, and the needs of the Library.
- Nancy Lee Stevens, 12126 N. Oak Ct., Azle, TX, asked Councilmembers, the Mayor, and the City Manager for the titles of their favorite books for a community unification effort to be displayed on approximately 11x14' posters at the Library. If approved, they would move on to additional staff

members like the Police Chief, Parks Department, and others. Ms. Stevens stated she would email the Council, Mayor, and City Manager for this information.

PRESENTATIONS

1. FY 2026 2nd Quarter Investment Report

Finance Director Angelia Garrett gave a brief summary of the quarterly report ending March 31, 2026. The average quarterly yield was 3.62% with quarterly interest earnings of \$507,894.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

City Manager Amber Beard mentioned the following items:

- Stribling Dr. asphalt is complete up to the tennis courts at Shady Grove Park; the goal is still have to have the areas by the High School and Walnut Creek completed before school begins.
- Kids Take Over The Feedlot is this Saturday, July 25th from 9:00 a.m. to 1:00 p.m. There will also be a car show, awards, and food trucks!
- The Library's Last Monday Matinee is Monday, July 27th at 2:00 p.m. The movie "Reminders of Him" will be shown with free popcorn. Adults 18+ are invited to attend.
- The Library's "Summer Reading Finale" parties take place the last week in July for all participants who read at least 5 hours this summer.
- The Library is a new demo site for the "Texas Talking Book Program", which provides free audiobooks to the blind and visually impaired. Anyone with a visual impairment can inquire with the library by phone or in person.
- Chick-fil-A ribbon cutting for the Grand Opening is Thursday, July 30th at 8:00 a.m.
- The 2nd Annual Battle of the Badges Blood Drive-the Fire Department vs. the Police Department, will be held Friday, August 7th from 8:00 a.m. to 4:00 p.m. Carter BloodCare will have its bus parked at the back of the City Hall parking lot.
- Azle Junior High ribbon cutting will be held Tuesday, August 11th at 4:30 p.m.
- Coffee with First Responders is Friday, August 14th from 8:30 a.m. to 10:00 a.m. at The Reading Rabbit
- Sting Fling is scheduled for Saturday, September 12th from 9:00 a.m. to 3:00 p.m.

ACTION ITEMS

2. Consider any action on the June 30, 2026, Workshop and July 7, 2026, regular council meeting minutes.

Councilmember Rothenberger moved to approve the minutes of the June 30, 2026 Budget Workshop and the July 7, 2026 City Council meeting. Councilmember Conner seconded the motion. Motion carried.

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

3. Consider any action on the appointment of Rachel West to the Special Events Advisory Board, Place 5.

Rachel West addressed the Council regarding her community involvement and interest in serving on the Special Events Advisory Board.

Councilmember Rothenberger moved to approve this item. Councilmember Conner seconded the motion. Motion carried.

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

4. Consider and take action to authorize the use of TIRZ Project funds for legal fees and other expenses related to the former Kmart building located within the TIRZ zone.

Mayor Goode removed this item from the agenda; this item will be rescheduled for the next City Council meeting.

5. Consider any action on a request for an early concrete pour outside of permitted construction hours for Crash Champions Collision Repair at 501 Red Bud Dr.

Director of Planning and Development David Hawkins presented this item. This request is for a new business, Crash Champions Collision Repair, to pour concrete outside the standard work hours allowed by ordinance. The contractor's representative stated they want to pour in the early morning beginning at 2:00 a.m. There will be beeping when the trucks back up, and bright lights. The contractor requests to pour at 2:00 a.m. because it is cooler, they will not have to block traffic, and they will not interfere with the daycare next door. He indicated it would take fewer hours in the early morning than it would during normal construction hours due to traffic. They will probably be ready to pour sometime in the first two weeks of August. The contractor's representative stated they have not contacted the one residential neighbor yet.

Councilmember Rothenberger moved to approve this item to allow the contractor to begin pouring at 2:00 a.m. Councilmember Conner seconded the motion. Motion carried.

Yes: (5) Stacy Peek, Derrick Nelson, Amy Estes, Rouel Rothenberger, Brian Conner

No: (2) Randa Goode, Josh Berry

6. Consider any action on Ordinance 2026-23 approving FY 2026 Budget Amendments (3rd Qtr.)

Finance Director Angelia Garrett presented this item. City Council previously adopted the FY2026 budget and is required to approve any amendments. This ordinance is requesting a total budget appropriation increase of \$371,700. Mayor Goode clarified that the items for the golf course are coming out of the golf fund, the items for MDD are coming out of the MDD fund, and the items for the TIRZ have been removed at this time.

Councilmember Nelson moved to approve Ordinance 2026-23 approving FY 2026 Budget Amendments (3rd Qtr.). Councilmember Rothenberger seconded the motion. Motion carried.

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

7. Consider any action on Ordinance No. 2026-24 to amend Appendix A - Section A1.000 of the Fee Schedule for Temporary Signs

Director of Planning and Development David Hawkins presented this item stating that the City does still allow some temporary signs. Therefore, he requested that the fee for temporary signs be added back to the City's fee schedule.

Councilmember Rothenberger moved to approve Ordinance 2026-24. Councilmember Berry seconded the motion. Motion carried.

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

DISCUSSION ITEMS

8. Facade and Signage Improvement Program Policy

Community & Marketing Specialist Kristen Pegues presented this item. Council discussed the intent of the signage grant being for repair, rehab, or improvement of existing signs, not for installation of new signs for a new business. Ms. Pegues will provide amended verbiage for Council's consideration at the next meeting.

9. Residential Fire Sprinkler Requirements

Director of Planning and Development David Hawkins presented this item. He stated that, at the last meeting, Mr. Andy Rector inquired about removing the residential fire sprinkles for structures 6,000 sq ft or more. Mr. Hawkins stated the requirement has been in the City's codes since 2009 and that all subsequent code amendments have retained that requirement. Fire Chief Will Scott provided a handout regarding what other fire services are doing. He stated he polled 20 cities in Tarrant County and they all have the same recommended NCTCOG amendment. Chief Scott believes Azle has actually had this requirement since 2006. Discussion included fire dynamics at square footages over 5-6k, the timing when flashovers occur, and changes in construction processes from years ago to present.

Mayor Goode convened into Executive Session at 6:53 p.m. under section

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.

Mayor Goode reconvened into Open Session at 7:14 p.m. No action was taken regarding this item.

Mayor Goode stated the Council would be open to looking at this on a case by case basis but did not want to make a blanket amendment to the ordinance without knowing the effects it would have.

Mayor Goode recognized Andy Rector, 100 Westlake Woods, Azle, TX. Mr. Rector spoke in opposition of this requirement stating he believes it violates the occupation code and that installation of a residential sprinkler system should be up to the owner, not the City. He stated he does not want to spend the money and does not want the risk of the sprinklers going off when they shouldn't.

City Manager Amber Beard asked Mr. Rector to contact David Hawkins about the City's variance process.

City Attorney Jennifer Drysdale stated that counsel's opinion is that this requirement does not violate the occupation code.

10. Discussion of the FY 2026-27 Proposed Budget

City Manager Amber Beard stated that the proposed budget was posted to the City's website and uploaded to Council's agenda portal. Workshops were held on June 16th and 30th. Council and staff worked collaboratively to present a balanced budget. Ms. Beard thanked the Council and staff for their work. Mayor Goode noted that the City does not have a deficit. At this time, the City is "in the black" with all the work from the staff, and reductions.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

None.

EXECUTIVE SESSION

551.071 CONSULTATION WITH THE CITY ATTORNEY

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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**

Mayor Goode convened into Executive Session at 7:32 p.m.

Mayor Goode reconvened into Open Session at 7:47 p.m.

11. Take any action pursuant to executive session.

No action was taken regarding this item.

ADJOURNMENT

Mayor Goode adjourned the meeting at 7:48 p.m.

Presented and approved on _____

Randa Goode, Mayor

Attest:

Yael Hoffman, TRMC, MMC
City Secretary



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action approving the annual re-appointments to the Crime Control and Prevention District Board, Places 3, 5, and 6 for a two-year term ending August 31, 2028.

Background and Explanation:

Local Government Code Section 363.101 states the board members of the CCPD serve two-year staggered terms ending September 1 of each year. This year, Places 3, 5 and 6 will be expiring. The following members have submitted their reappointment request forms to be re-appointed for another two-year term ending August 31, 2028: Kathy Heath, Place 3, Joe Lieb, Place 5, and Leslie Simmons, Place 6.

Per Local Government Code Chapter 363, a district is governed by a board of seven directors that reside in the proposed district.

Current members and terms are as follows:

Place 1 Phillip Koch, expires 8/31/2027

Place 2 Jon Gilson, expires 8/31/2027

Place 3 Kathy Heath, expires 8/31/2026

Place 4 Steve Joy, expires 8/31/2027

Place 5 Joe Lieb, expires 8/31/2026

Place 6 Leslie Simmons, expires 8/31/2026

Place 7 Damon Bethurum, expires 8/31/2027

Council Liaisons are Stacy Peek and Brian Conner.

Staff Liaison is Police Chief Rogers.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Reappointment forms
2. BCC Attendance 25-26



Board/Commission Reappointment Form

NAME: Leslie Simmons

BOARD/COMMISSION: CCPD_

TERM EXPIRATION: 08-31-2026

This form is provided regarding your choice to be reappointed to your current board or commission. Please indicate if you wish to renew your board/commission position for the next term.

☐ I do not request to be reappointed to the board/commission and therefore offer my resignation.

☒ I request to be reappointed to my current board/commission for the next term.

Signature: _____

Date: _____

5/14/26

Please return this form to the City Secretary office at
City Hall, 505 W. Main St. Azle
before the deadline of

Friday, July 9, 2026

yhoffman@cityofazle.org



Board/Commission Reappointment Form

NAME: Kathy Heath

BOARD/COMMISSION: CCPD_

TERM EXPIRATION: 08-31-2026

This form is provided regarding your choice to be reappointed to your current board or commission. Please indicate if you wish to renew your board/commission position for the next term.

☐ I DO NOT request to be reappointed to the board/commission and therefore offer my resignation.

☒ I request to be reappointed to my current board/commission for the next term.

Signature: Kathy Heath Date: 5/14/2026

Please return this form to the City Secretary office at
City Hall, 505 W. Main St. Azle
before the deadline of

Friday, July 9, 2026

yhoffman@cityofazle.org



Board/Commission Reappointment Form

NAME: Joe Lieb

BOARD/COMMISSION: CCPD_

TERM EXPIRATION: 08-31-2026

This form is provided regarding your choice to be reappointed to your current board or commission. Please indicate if you wish to renew your board/commission position for the next term.

☐ I do not request to be reappointed to the board/commission and therefore offer my resignation.

☒ I request to be reappointed to my current board/commission for the next term.

Signature: _____

Date: 5/14/06

Please return this form to the City Secretary office at
City Hall, 505 W. Main St. Azle
before the deadline of

Friday, July 9, 2026

yhoffman@cityofazle.org



Crime Control and Prevention District Board

Place	Name	Date	10/09/25		03/12/26		05/14/26		6/18/2026		7/9/2026
1	Phillip Koch		Present		Present		Present		Present		Present
2	Jon Gilson		Present		Present		Present		Present		Present
3	Kathy Heath		Present		Present		Present		Present		Present
4	Steve Joy/06-2026		OPEN		OPEN		OPEN		Present		Present
5	Joe Lieb		Present		Absent		Present		Present		Present
6	Leslie Simmor		Present		Present		Present		Present		Present
7	Damon Bethurum		Present		Present		Present		Absent		Present



Presenter: Angelia Garrett, Finance Director

Agenda Item: Consider any action accepting the Verification of Cybersecurity Training Program Completion

Background and Explanation:

In accordance with the Texas Government Code Chapter 2054, employees who have access to the City's computer system and use a computer for at least 25 percent of their duties are required to complete a cybersecurity training course annually. The training program must be certified by the Texas Department of Information Resources (DIR). With the assistance of Network Coverage, the City contracts with KnowBe4, a certified cybersecurity training source. The training program for FY 2026 began June 8, 2026, and included all employees and elected officials as of that date.

The Government Code requires the governing body to verify and report on the completion of the training program. A list of employees and elected officials who have completed the training has been included for your review. All employees, except two (2) staff members who are out on Family Medical Leave Act (FMLA), have completed the required training and the city has achieved a 98% compliance score. Verification must be submitted to DIR by August 31st. Upon approval, City Staff will submit this verification electronically to DIR.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Staff recommends approval

Attachments:

1. training_campaign_enrollments-2026 Security Awareness Training-07_13_2026, 1_00 PM

First Name	Last Name	Content	Status
Landen	Brossett	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Brad	Geary	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Kevin	Rogers	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Angel	Perez	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Steve	Lemming	2026 KnowBe4 Security Awareness Training - 30 minutes	past_due
Spencer	Parker	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Felicia	King	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Micheal	Boyd	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Yael	Hoffman	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Michael	Parks	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Larissa	Herman	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Scott	Thomas	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Joe	Nelson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Walls,	Jennifer	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Josh	Berry	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Rebecca	Buchanan	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Dexter	Waldrep	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Derrick	Nelson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Lee	Godbold	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Jordan	MacQuarrie	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Stephanie	Perez	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Yvette	Marin	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Valerie	Keith	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Shane	Robinson	2026 KnowBe4 Security Awareness Training - 30 minutes	past_due
Atilano	Arreola	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Alesha	Castro	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Marco	Gallardo	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Blake	Luecke	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Amanda	Scott	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Eric	Flores Jr.	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
William	Pinkerton	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Eric	Scheid	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Amy	Estes	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Josh	Henson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Josh	Richards	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Lance	Caulk	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
David	Studebaker	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Billy	Johnson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Stefan	Beard	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Ty	Tapp	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
John	Behm	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Samuel	Dorsett	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Matthew	Sommerfield	2026 KnowBe4 Security Awareness Training - 30 minutes	passed

Zoie	Sudduth-Garnica	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Brian	Conner	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Jason	Wiedeman	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Jason	Castro	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Melissa	Hocker	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Megan	Taylor	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Crystal	Hale	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Jason	Roberts	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Erin	Leek	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Doraly	Grissom	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Dustin	Nelson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Chris	Anderson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Amber	Watson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Matthew	West	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Elsa	Silva	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Rachael	Acree	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Michelle	Garcia	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Stacy	Peek	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Chad	Krueger	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
David	Beane	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Michelle	Abramski	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Chris	Cornish	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
David	Hawkins	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Celina	Hamilton	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Randa	Goode	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Curren	McLane	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Melvin	Wilson	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Joseph	Gittinger	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Beckie	Wethington	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Jonathan	Reames	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Rick	White	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Kevin	Nguyen	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Cat	Schlueter	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Tiffany	Dodge	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Amber	Beard	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Kathryn	White	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Rouel	Rothenberger	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Briana	Brown	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Joey	Liddick	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Vernon	Leonard	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Kyle	Culwell	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Thomas	Gilbert	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Angelia	Garrett	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Richard	Straten	2026 KnowBe4 Security Awareness Training - 30 minutes	passed

James	Duvall	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Cameron	King	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Tessa	Erwin	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Cliff	Porch	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Luke	Schutt	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Jessica	Lewis	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Ava	Bryant	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Joshua	Leyerle	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Adam	Williams	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Brandon	Bowling	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Brittany	Storjohann	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Robert	Trevino	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Rachel	Hellam	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Victor	Gonzalez	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Malinda	Nowell	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
J	Baker	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Lori	Pendley	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Leslie	Dvorak	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Mike	Winterrowd	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Ashlyne	Cornejo-Hurtado	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Breanna	Flores-Teinert	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Ashton	Temple	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Richard	Lukowsky	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Joe	White	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Ginger	Holland	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Hayley	McClure	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Karina	Butolo	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Terrence	Bagsby	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
James	Sullivan	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Robert	Newsom	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Christopher	Javarone	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Kristen	Pegues	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Lacy	Rexroad	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Bailey	Barnard	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Stuart	Kilpatrick	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Brett	Mcgar	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Aidan	Garcia	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Heather	Yockey	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Douglass	Manning	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Peyton	Reed	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Loren	Lyon	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Scott	Brown	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Brandon	Reaves	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Anthony	DiGiovanni	2026 KnowBe4 Security Awareness Training - 30 minutes	passed

Angelique	Scott	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Stephen	Jones	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Natasha	Haley	2026 KnowBe4 Security Awareness Training - 30 minutes	passed
Laura	Welsh	2026 KnowBe4 Security Awareness Training - 30 minutes	passed



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider any action on the Facade and Signage Improvement Program application for Dollar General/Palm Medical at 117-141 Industrial Ave.

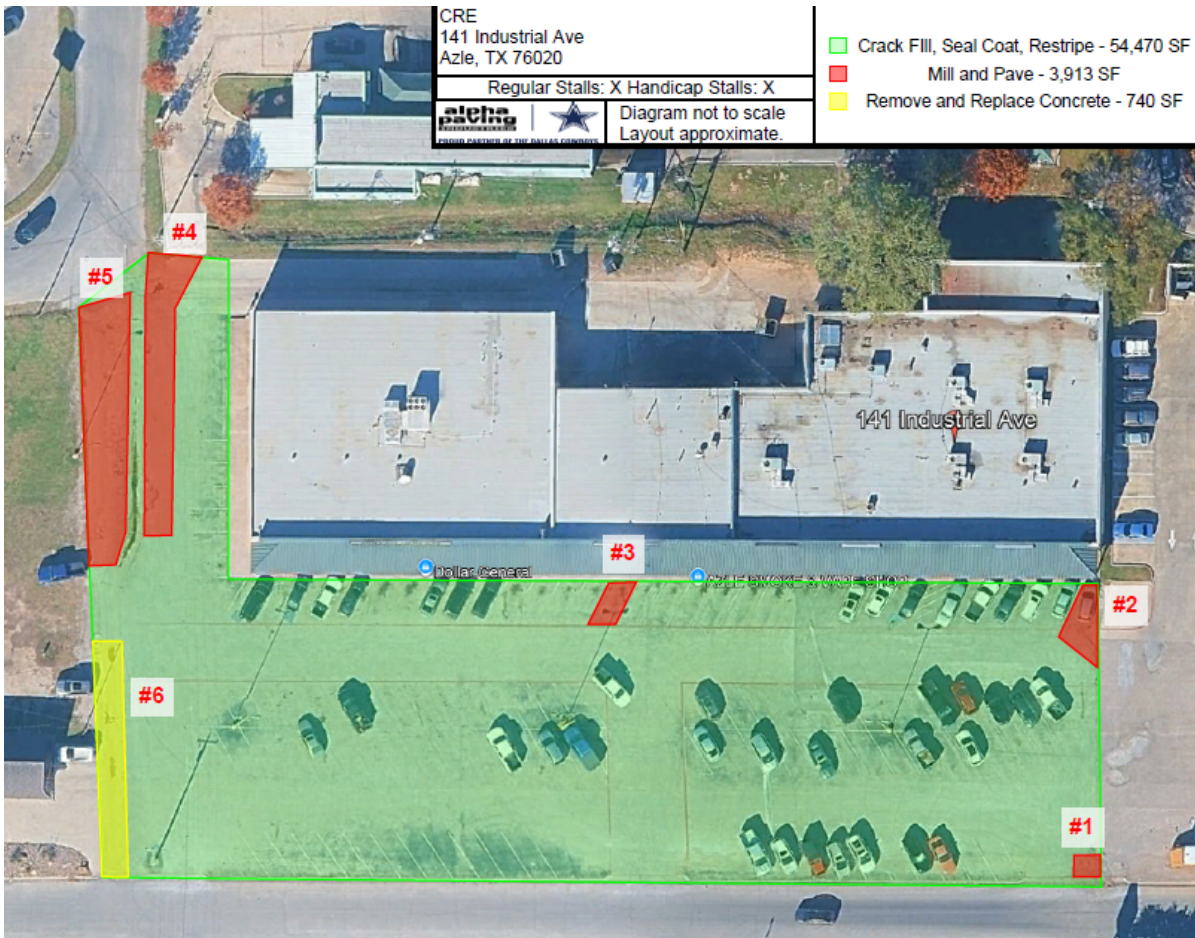
Background and Explanation:

The applicant has submitted a grant request to repair and resurface the parking lot for the multi-tenant building that houses the Dollar General, Palm Medical and others, located at 117-141 Industrial Ave. Code Enforcement has been working with the property owner on abatement regarding the parking lot's condition, citing several deep potholes, damaged concrete drainage flume, and missing fire lane striping. To address these issues, the property owner has provided multiple quotes outlining a comprehensive repair plan. The proposed work includes removing the existing asphalt, repairing the subbase, and installing a new 2-inch asphalt surface for the multiple pothole areas, cutting out and replacing sections of the damaged concrete flume, and resurfacing and restriping the parking spaces. The fire lanes will be restriped and put back into their original and correct configuration. The owner is seeking financial assistance from the City through this FSIP request to help fund the improvements, which will bring the parking lot into compliance with the Commercial Parking Lot Maintenance Ordinance.

Parking Lot Scope of Work:

The proposed parking lot repairs are divided into three areas, as shown in the map exhibit below:

- **Red Area** – Asphalt cut & mill and fill in potholes.
- **Green Area** – Asphalt crack fills, surface sealant and striping of parking spaces & fire lanes.
- **Yellow Area** – Concrete drainage flume needs to be cut out and re-poured for repairs.



The proposed scope of work meets the intent of the FSIP policy. The total cost for the eligible repairs is \$33,197.55, a quote provided by Alpha Paving Industries. The applicant is requesting a \$16,598.78 grant, which exceeds the maximum allowable grant threshold of \$10,000 under the FSIP Policy.

Budget:

The City has budgeted \$20,000 for Economic Development Grants for FSIP projects in Parker County which is funded through the General Fund, not the Municipal Development District (MDD) Fund. Only \$15,800 remains in this fund for the current FY 25-26 which ends on September 30, 2026. The applicant is requesting a grant in the amount of \$16,598.78. The City Council can choose to maintain the max. \$10,000 threshold or exceed in any amount up to the budgeted \$15,800. If this FSIP is approved, this would be the last project for this current fiscal year.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. FSIP application revised July 21 2026
2. Alpha Paving - OPEX CRE - Industrial Ave
3. Elite Asphalt Quote
4. Byrum Construction Proposal - Industrial Avenue

5. Bruce Byrum Quote Addendum
6. Eliya Kidra quote



Facade and Signage Improvement Program (FSIP)

Guidelines and Application

Revised: April 2025

A free program for City of Azle business property owners or tenants seeking to renovate or restore their exterior signage, awnings, lighting, or commercial building façade.

Quick Links:

- [Introduction](#)
- [Definitions](#)
- [Eligibility Criteria](#)
- [Design Principles and Guidelines](#)
 - [Eligible Facade/Signage Improvements](#)
 - [Ineligible Improvements/Expenses](#)
- [Program Assistance](#)
- [Application Process](#)
- [Termination](#)
- [Application](#)
- [Application Checklist](#)

A. INTRODUCTION

The City of Azle has established the Facade and Signage Improvement Program (FSIP), which will provide technical and financial assistance to property owners or business tenants seeking to renovate or restore their exterior signage, lighting or commercial building facades. The FSIP is designed to impact properties in need of revitalization, resulting in the improved exterior, visibility and presentation of a business. The FSIP is not designed to subsidize corrections to building code violations that prolong the life of a commercial property.

There are two (2) kinds of grants that may be applied for: General Project Grant and a Signage Project Grant. Both grants may be applied for any number of times until the aggregated maximum amount is reached on the same property in a calendar year.

GENERAL PROJECT GRANT

The FSIP will provide a fifty percent (50%) General Project matching grant of up to \$10,000 for the funding of well-designed improvements which will coordinate all the important features of the storefront into a more attractive image while creating, if necessary, an accessible entrance for the public. This may include the restoration of architectural details, better windows and doors, and well-proportioned signage and lighting. For properties located on Main Street, the maximum reimbursement for façade improvements is increased to \$25,000.

SIGNAGE PROJECT GRANT

An additional fifty percent (50%) Signage Project matching grant up to \$5,000 may be available for improvement of existing signage or construction of new City-approved signage.

City staff will be available to provide assistance to applicants through the conceptual stage at no cost to the applicants. Applicants, however, will be responsible for hiring licensed architects and contractors to refine this conceptual design depending on the scope of work.

B. DEFINITIONS

The following definitions shall apply to the terms used in this Policy:

Applicant: the Property owner or business occupant signing the Application for a Facade and Signage Improvement Grant.

Aggregate Amount: the total accumulated dollar amount during a calendar year.

Construction Costs: the cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and

construction financing.

DRC: the City's Development Review Committee.

Eligible Enhancements: the improvements identified as eligible in Section C herein.

Facade: the portion of the building visible from the primary right-of-way as determined by City.

MDD: the Municipal Development District (Tarrant County side of Azle)

Notice to Proceed: a written notice from City Staff authorizing the Applicant to begin construction as approved by the City.

Property: the physical lot and/or building to which improvements are being made.

Staff: the City Manager or their designee(s).

Sweat Equity: the cost or value of a party's contribution to a project in the form of labor

C. ELIGIBILITY CRITERIA

The following criteria must be met for participation in FSIP:

1. Applicants must be commercial property owners or commercial tenants located in the City of Azle;
2. Tenants must have written approval from property owners to participate in program;
3. Nonconforming signage on property, if applicable, must be permanently removed as part of the improvement;
4. Applicants must be up to date on all municipal taxes prior to participation in the program;
5. Applicants must not have any City liens filed against any property owned by Applicant, including but not limited to, weed liens, demolition liens, board-up/open structure liens and paying liens;
6. Applicants must comply with all State and local laws and regulations pertaining to licensing, permits, building code and zoning requirements;
7. Understanding that the overall objective of the FSIP is to improve the exterior, visibility and presentation of a property; the City has the discretion to decline an application while suggesting enhancements that would enable future acceptance.
8. Ineligible businesses: non-profits, government offices, residences, home businesses, and sexually-oriented businesses.

D. DESIGN PRINCIPLES AND GUIDELINES

Improvements to be funded by the program must be compatible with the character and architecture of the individual building as well as meet City standards with regards to latest construction and design trends. Buildings with significant architectural qualities are strongly encouraged to restore and maintain these features. Improvements for buildings not having such architectural features should still be carefully considered and be seen as an opportunity to substantially enhance the appearance of the buildings and their streetscapes.

Examples of qualifying façade enhancements:

- a. Restoration of details in historically contributing or significant buildings, and removal of elements which cover architectural details;
- b. Window replacement and window framing visible from the street which is appropriately scaled to the building;
- c. Visually appealing and appropriate City-approved signage, including monument signage, pole signage, electronic message boards and other signage as specified in the City's codes;
- d. Lighting which is visually appealing and appropriately illuminates signage, storefront window displays, and recessed areas of a building Facade;
- e. Awnings or canopies which can be both functional and visually appealing;
- f. Edging, curbing, irrigation installation and repair, approved trees, landscaping beds (not including planting material) or other landscaping features where appropriate;
- g. Cleaning, repainting (including mural installation) or residing of building;
- h. parking lots visible from street;
- i. New storefront construction, appropriately scaled within an existing building;
- j. Removal of architectural barriers to public accessibility.
- k. Replacement or repair of the portions of the roof that are visible from an adjacent public street.
- l. Replacement or repair of existing gutters and/or downspouts.
- m. Installation of new sidewalks and/or the replacement or repair of existing sidewalks.
- n. Outdoor dining/seating, including benches/porch swings and shade structures

Other projects or improvements approved by the Council

2. Ineligible Improvements/Expenses:

- a. exterior improvements not visible from the street
- b. interior improvements;
- c. playground or recreational equipment;
- d. structural changes;
- e. burglar bars;
- f. security/alarm system;
- g. "sweat equity" (See definition in Section B);

- h. new commercial construction;
- i. architectural, survey or other professional fees;
- j. asbestos testing, removal, abatement, or remediation; or
- k. improvements for which insurance monies are received
- l. outline lighting;
- m. parking lot striping only

3. *Prior Improvements*

Any permits, alterations, or improvements pertaining or relating to the FSIP application made prior to application submission or receiving a “Notice to Proceed” are not eligible for reimbursement.

4. *Alterations*

Applicant must agree not to change or alter the improved Facade without prior written approval from the City for four (4) years from the date of grant payment.

E. PROGRAM ASSISTANCE

1. *Financial Assistance*

Funding offered is a matching grant in which the FSIP reimburses Applicant fifty percent (50%) of total project costs, up to a \$10,000 maximum match for Facade improvements, except for properties located on Main Street, which are eligible for a maximum match of \$25,000. Additionally, City-approved signage is eligible for a fifty percent (50%) match, up to \$5,000. While applicants must obtain applicable permits for the project, permit fees will be waived except for the plan review fee (where required). Architectural design fees may not be included in the total cost of eligible improvements. Sales tax paid on eligible project expenses will be included for reimbursement.

Standard Grant Structure. Applicant’s match may be in the form of other financial aid (grant or loan) received from other agencies and/or banks, but may not be “in-kind.” The FSIP will provide reimbursement after Applicant has paid their architect, contractor and vendor(s) in full and after the project is determined to have been completed in accordance with the contract between the City and Applicant.

Special Grant Structure. City Council may approve modifications to the Standard Grant Structure upon request of Applicant in their initial application as follows:

- Applicant may request reimbursement funds to be provided to Applicant after Applicant has paid their architect, contractor, and vendor(s) at least fifty percent (50%) of the total project costs and

after the project is determined to have been completed in accordance with the contract between the City and Applicant if said contract between the City and Applicant also requires the reimbursement funds to be used to satisfy the remaining balance owed to the architect, contractor, or vendor for the project costs.

- Applicant may request reimbursement funds to be provided directly to the Applicant's architect, contractor, or vendor after Applicant has paid the architect, contractor, or vendor(s) at least fifty percent (50%) of the total project costs and after the project is determined to have been completed in accordance with the contract between the City and Applicant if the City and the architect, contractor, or vendor(s) have approved and executed a separate written agreement regarding the transaction.

Applicant's match may be in the form of other financial aid (grant or loan) received from other agencies and/or banks, but may not be "in-kind." The FSIP will only provide reimbursement after Applicant has paid their architect, contractor and vendor(s) in full and after the project is determined to have been completed in accordance with the contract between the City and Applicant.

At its discretion, the Azle City Council may approve funding for certain projects at a higher participation rate, with a maximum reimbursement of \$25,000. Approval will be based on factors such as the project's impact, location, contribution to community revitalization efforts, and any hardship demonstrated by the applicant.

2. *Application and Information*

If you wish to participate in the FSIP, please contact the City of Azle Economic Development Department, (817) 444-7076 office or e-mail econdev@cityofazle.org.

F. APPLICATION PROCESS

All prospective applicants must follow the application process in the order outlined below.

1. Applicant meets with Economic Development Director for initial project discussions and files an application.
2. Applicant meets with Staff to discuss building program and design alternatives.
3. Applicant's architect prepares final design drawings and submits them to Staff for review and approval.
4. Applicant must submit two (2) competitive bids on the proposed work, which must be itemized, and clearly identify which bid will be utilized. If there is an

extreme difference between bids, the applicant will be required to provide a narrative as to why they chose the more expensive bid or why the other bid is so low.

5. Proposed project will be presented to the DRC for review followed by review by the City Manager. The proposed project will then be presented to the Azle City Council for final review/approval.
6. Staff sends applicant a “Notice to Proceed” and fully executed Facade and Signage Improvement Program Agreement. **Any portion of work initiated or completed prior to submitting an application or receiving the “Notice to Proceed” will not be reimbursed.**
7. Applicant has sixty (60) days from the date the Notice to Proceed is sent to begin implementation of approved improvements. Applicant must provide Staff with copies of all building permits and certifications received from improvement project.
8. Contractor constructs project improvements as specified in the final design. Any changes to the approved plan must be approved by Staff.
9. Applicant notifies Staff once project is completed.
10. Staff certifies the improvements comply with the final drawings and specifications.
11. Applicant must submit copies of all paid invoices and receipts with verification of funds disbursement (copy of check, bank statement withdrawal, credit card statement, etc.) to the Economic Development Director, who then submits request for reimbursement check.
12. If the application is denied, the Applicant will not be allowed to reapply to the Program for 120 days from the original application date.
13. Any approved applicants may apply for additional grants any number of times until the aggregated maximum amount of \$10,000 for General Projects, \$5,000 for Signage Projects, and \$25,000 for Main Street façade improvements is reached on the same property in a calendar year.
14. Approved projects must be completed within six (6) months of approval and turn in all receipts for approval and reimbursement. If the applicant is unable to complete the work within this timeframe, applicant must make a written request for an extension. Extensions will be limited to two (2) – sixty (60) day periods.

The City reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.

G. TERMINATION

The City of Azle has the right to terminate any agreement under the FSIP if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed Facade and Improvement Program Agreement with the City of Azle and the receipt of a Notice to Proceed.

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 Nadav Mor	Date 7/13/2026
Business Name Industrial Avenue Azle LLC	
Mailing Address 1661 West Ave unit 398898 Miami Beach FL 33239	
Contact Phone 817-752-4638	
Email Address industrialaveazle@gmail.com	
Building Owner (if different than applicant)	
Project Site/ Address 141 Industrial Avenue	County Parker/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)

Parking lot and alley repair

How will this project benefit the community?

better and safer parking for everyone, attract customers, retain tenants, and the alley is used by everyone not just customers for the shopping center

General Project Expenditures	Total Estimated Costs	50% Grant Requested
Façade/Building Rehab		
Roofing		
Landscaping		
Parking/Driveways	\$33197.55	\$16,598.78 We would like to use Alpha Paving
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		
Total		

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

Request Total	\$16,598.78
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*** Attach with final design drawings and photographs of building's exterior Facade.**

Nadav Mor

7/14/2026

Applicant Signature

Date

Nadav Mor

7/14/2026

Property Owner Signature

Date

Application Checklist

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

Return completed application with necessary attachments and signature to:

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

Mailing Address:
PO Box 1378
Azle, TX 76098

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



A PAVE AMERICA COMPANY

PROPOSAL NUMBER

2419-1

JOB NAME AND ADDRESS

CRE

141 Industrial Ave
Azle, TX 76020

CLIENT

OPEX CRE Management
141 Industrial Ave
Azle, TX 76020

CONTACT

571-317-0824
manager@ophircr.com
Cassie Mor

PROJECT PROPOSAL

6/5/2026

ADDRESS

10111 HARMON RD
FORT WORTH, TX
76177

TELEPHONE

214-702-9432 Office

SALESPERSON

BRAXTON BUCKLEY

EMAIL

BBUCKLEY@ALPHAPAVING.COM

PROPOSAL

Dear Cassie Mor,

Thank you so much for the opportunity to provide your team with a custom proposal.

Alpha Paving is an award-winning, full-service paving company with an exemplary reputation for workmanship, professionalism, service, and integrity. Our services include parking lot maintenance programs, sealcoating, road construction, asphalt paving, street maintenance, asphalt milling, parking lot striping, asphalt overlays, speed bump installation, thermoplastic markings, asphalt crack repair, parking lot signage, asphalt repair, and parking lot wheel stops. We also repair concrete, and we install concrete parking lots, curbing and gutters, sidewalks, ramps, and driveways. Our clients include airports, shopping centers, health care facilities, religious institutions, HOAs, municipalities, retailers, educational facilities, commercial property management companies, subdivisions, restaurants, office parks, condominiums, counties, recreational facilities, hotels, entertainment venues, apartment complexes, and industrial facilities

Per your request, we propose to supply the following to complete the indicated job: Labor, Materials, Equipment

Exclusions: Engineering or Testing, Towing, Any Permits, 3rd Party Inspections, Stake-Out, Removal Or Relocation Of Utilities, Any Other Items As Listed On The Terms And Conditions Page.

Please read the proposal in its entirety and confirm it has all that you are requesting. In the event you would like to move forward with us on this project, please sign the signature page and return to us at your earliest convenience. Upon receipt, we can discuss our schedule and work with you to get you added to it.

If you have any questions, please do not hesitate to reach out to us to discuss in further detail.

We appreciate the consideration on your upcoming project and hope to have more opportunities to serve your team in the future.

PROPOSAL

ASPHALT MILL & PAVE (RED)

Mill and Pave **3,913** Square Feet, to a depth of **2** inches using **Type D** Asphalt.

- #1 - 18 SF
- #2 - 450 SF
- #3 - 170 SF
- #4 - 1480 SF
- #5 - 1795 SF

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved. In the initial excavation,
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- **ASPHALT PRICING IS ONLY VALID FOR 30 DAYS**

Price: \$17,062.52

Tax: \$1,407.66

CONCRETE GUTTER (YELLOW)

Remove and replace **740 square feet**, up to **6 inch depth** of concrete gutter with **#3500 PSI concrete** and **#3 rebar**.
#6 - 740 SF

- We will furnish and install new concrete material on grade using an air entrained approved concrete mix.
- The concrete will be floated, troweled, control joints scored, and broom-finished.
- Expansion joints will be installed as required.
- After the concrete has set, forms will be removed.
- We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- Purchaser is responsible to insure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m. so that required, safe access to each contracted location is provided to efficiently perform this contract work.
- In the event actual area is greater than specified and/or depth of existing concrete is greater than above depth inches, price will be increased at a unit price of \$400.00 per additional cubic yard of concrete for additional material.
- In the event grade adjustments are required or sub-grade is unsuitable, or access is not adequate, Purchaser will pay Contractor \$900 per hour plus equipment, material, and dump fees to prepare site for new sidewalk.
- If we are mobilized and job is cancelled or rescheduled Purchaser will pay Contractor \$950 mobilization fee per occurrence.
- Do Not use deicers during the 1st year. Never use deicers containing ammonium nitrate or ammonium sulphate. Use plain sand , apply a concrete sealer for protection periodically.
- **Backfill of any new concrete will not be included in this price.**

Price: \$9,736.34

Tax: \$803.25

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:	\$26,798.86
TAX	\$2,210.91
GRAND TOTAL	\$29,009.77

OPTIONAL ITEMS

SEALCOAT

Sealcoat approx. **54,470** square feet. We will apply two coats of sealer.

We will install a commercial-grade emulsion pavement sealer, Seal Master, GemSeal, Neyra, or equivalent, which is a mineral reinforced, clay-stabilized emulsion pavement sealer designed to protect and beautify asphalt pavement surfaces. The pavement sealer will include a Latex Modifier and contain 3-6 pounds of sand per gallon. We will lightly clean the affected asphalt areas with blowers (Purchaser is responsible to ensure all areas will be free from mud, excessive dirt, and debris). The sealer will not bond to polished stone or heavily soiled areas. With the consent of the owner, two coats of material applied in one application may be necessary to allow the product to dry when afternoon rain or thunderstorms are predicted. Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m. The parking lot may be reopened 36 hours after the completion of work subject to weather temperatures and other related conditions. We are not responsible for damage to property from vehicular or foot traffic on wet sealer.

Price: \$17,155.60

Tax: \$1,415.34

CRACKFILL

Crack-seal up to **7,500** linear feet of transverse and lateral asphalt pavement cracking.

- This work is performed by cleaning debris and grass from most of the 1/4" width to 1" width transverse and lateral pavement cracks and sealing most (not all) of them with a high-quality hot-pour pavement crack and joint sealant that meets ASTM Specification 3405.
- Cracks under cars and 'alligatored', 'spider cracked' pavement will not be treated.
- We will only install up to the quantity specified above.
- If Purchaser requests additional crack-seal over the above linear footage, work will be completed and Purchaser agrees to pay Contractor \$1.00 per linear foot for additional crack-seal.
- Crack and joint sealant form a long-lasting resilient seal, which is flexible and extensible at sub-zero temperatures and resists cracking in hot temperatures.
- This work can be completed with minimal inconvenience to traffic.

PLEASE NOTE: During the curing process material may constrict and settle into the cracks. This natural process can cause the filler to open. THIS DOES NOT REFLECT A DEFECT IN MATERIAL OR WORKMANSHIP WE THEREFORE MAKE NO GUARANTEES AGAINST THE RESULTS OF THIS NATURAL PROCESS.

Price: \$12,039.45

Tax: \$993.25

STRIPING

Scope of Work :

Layout and Paint Appx: 948 LF of 6" Firelane Red Using Solvent Borne Acrylic

Stencil 4" FIRE LANE NO PARKING in White

Layout and Paint Appx: 3,168 LF of 4" White Parking Stripes/Crosshatches Using Waterbased Paint

Layout and Paint (4) ADA Handicap Squares Blue-Stencil ADA Approved Handicap Logo White

Paint (2) Speed Bumps White Using Waterbased Paint

Repaint (3) Concrete Light Pole Bases Yellow Using Solvent Borne Acrylic

Excluding Metal Light Pole

TERMS :

1. Cars, Equipment, Supplies, Merchandise or anything heavy in the service area will result in that area not being serviced. This job is priced for (2) Striping Trips. Additional Trips due to negligence could result in additional costs.
2. We will furnish all necessary materials, equipment, labor, and insurance to complete the scope of work during the discussed schedule and time frames.
3. (1) Coat of Solvent Borne Acrylic Traffic Paint is the only paint to be used unless mentioned differently in the Scope of Work. Subject to change based on paint shortages (customer will be notified if applicable)
4. Any alterations and deviations from the above specifications involving extra costs will be executed only upon written orders from Alpha Paving. Acceptance of this proposal is an agreement for the above scope and pricing only.
5. Certificate of Insurance will be provided upon request.
6. Alpha Paving is not responsible for Premature Flaking of Paint on Uncured Concrete. (concrete poured less than 30 days before the date of striping service)
7. We kindly ask that the irrigation system be turned off on the scheduled day of striping service. If irrigation dampens the concrete, flaking paint may occur.

Price: \$4,002.50

Tax: \$330.21

TOTAL PRICE OF OPTIONAL ITEMS:	\$33,197.55
TAX	\$2,738.80
GRAND TOTAL	\$35,936.35

AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

Alpha Paving Dallas proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$29,009.77, Twenty Nine Thousand Nine Dollars and Seventy Seven Cents

Payment is to be made as follows: • 100% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Sincerely,

Braxton Buckley,
bbuckley@alphapaving.com

Accepted: The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. **Alpha Paving Dallas** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____



1





3



4 & 5



4.1 & 5.1



4.2 & 5.2





6.1

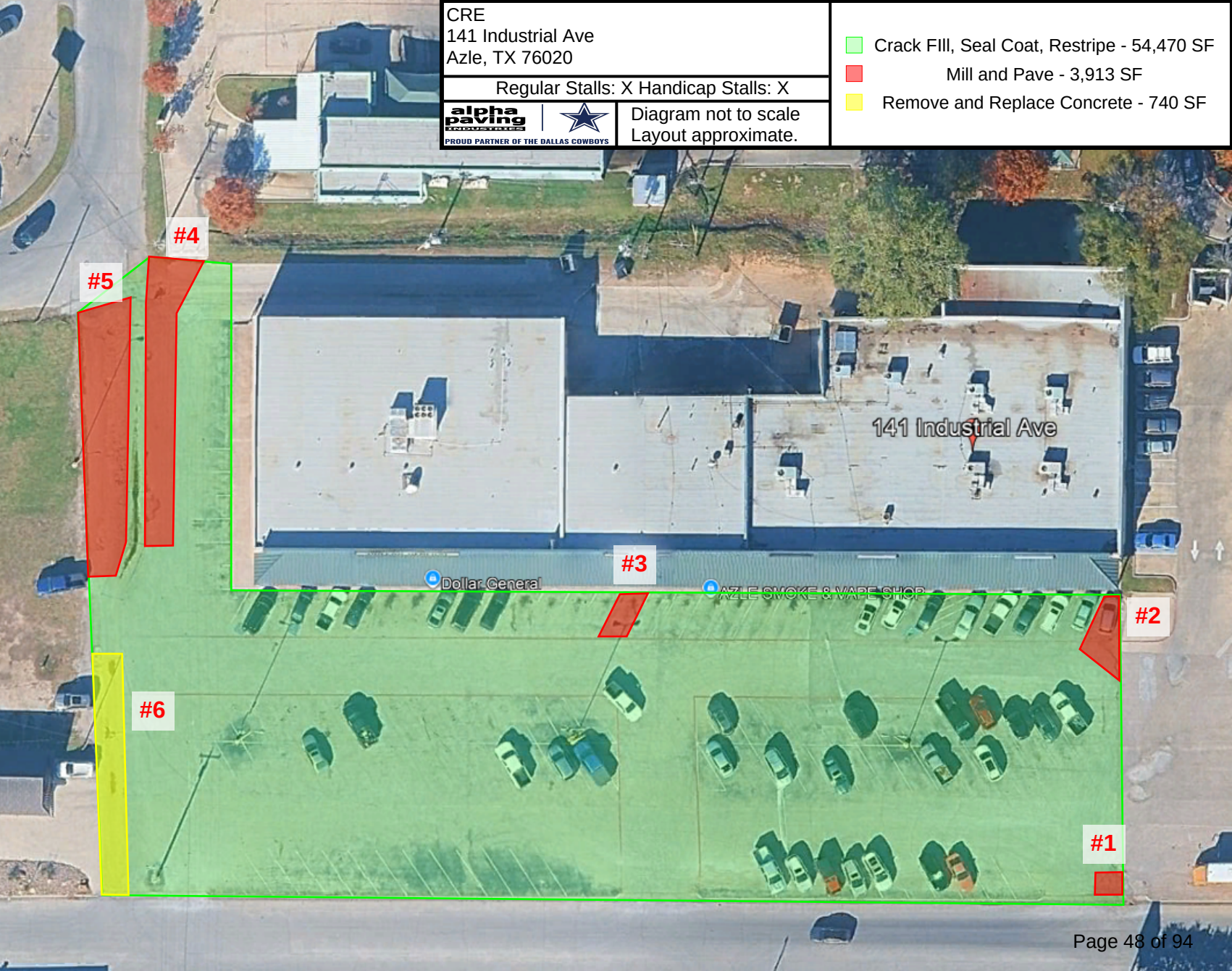
CRE
141 Industrial Ave
Azle, TX 76020



Regular Stalls: X Handicap Stalls: X

Diagram not to scale
Layout approximate.

- Crack Fill, Seal Coat, Restripe - 54,470 SF
- Mill and Pave - 3,913 SF
- Remove and Replace Concrete - 740 SF



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Alpha Paving Industries LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 6565	Requester's name and address (optional)
	6 City, state, and ZIP code Round Rock, TX 78683	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
0	1	-	0	9	0	6	3	7	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>C. Fray</i>	Date ► 01/01/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Project Information Form

In order for work to be scheduled, a SIGNED PROPOSAL and a completed PROJECT INFORMATION FORM are required. Thank you!

Project Name (as shown on plans OR on our proposal):	
Project Address (exact legal address of property):	

What is the Tax Status of this Project?

☐ I'M NOT SURE
 ☐ TAXABLE PROJECT
 ☐ NO SALES TAX : EXEMPT
 ☐ NO SALES TAX : RESALE
 ☐ TAX ON MATERIALS ONLY
SALES TAX ON TOTAL PLEASE PROVIDE TAX EXEMPT CERT PLEASE PROVIDE RESALE CERT RESIDENTIAL OR NEW CONST

Alpha Paving is Working for:

- ☐ THE OWNER / OWNER'S AGENT -----> **FILL OUT SECTION A ONLY**
☐ THE GENERAL CONTRACTOR -----> **FILL OUT SECTION A + B**
☐ A SUBCONTRACTOR -----> **FILL OUT SECTION A + B + C**

Section A: ALPHA PAVING'S CUSTOMER	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact / Phone Number:	() -
	Billing Email Address:	

Section B: OWNER / AGENT	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact Person / Phone Number:	() -

Section C: GENERAL CONTRACTOR	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact Person / Phone Number:	() -

Additional Information if Applicable:

- ☐ YES ☐ NO IS THERE A SEPARATE CONTRACT WHICH SPECIFIES ANY RETAINAGE TO BE HELD? IF YES, HOW MUCH? _____%
☐ YES ☐ NO IS PROJECT GOVERNED UNDER A CONTROLLED INSURANCE PROGRAM? (ROCIP, OCIP, CCIP)
☐ YES ☐ NO IS PROJECT SUBJECT TO COMPLIANCE MONITORING? (COMPLIANCE DEPOT, SERVICE ALIVE, RMIS, MY COI)
☐ YES ☐ NO IS PROJECT A BONDED JOB? IF SO, PLEASE FILL OUT THE FOLLOWING INFORMATION:

BONDING INFORMATION	Bonding Company Name:	
	Bond Number:	
	Address, City, State, Zip:	
	Bonding Agent / Phone Number:	() -

TERMS & CONDITIONS

- These Terms and Conditions are by and between Alpha Paving Dallas, a Pave America company, (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. • Drainage is not guaranteed on areas having less than 2% grade.
- If the contract is canceled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of the total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. The contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. The contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of a workable sub-base layer of at least four (4) inches. It shall not be the Contractors responsibility to check the sub-base unless it is specified and paid for in the contract. The contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. The contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although the contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Purchaser. The contractor is not responsible for crackfill that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. The contractor is not responsible for tire marks on asphalt and or concrete. The contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. The contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted, or wet sub-base materials. The contractor is not responsible for damage to surrounding concrete due to the vibration of jackhammers and equipment.
- To the extent that the work is dependent upon the work of other contractors or subcontractors, the Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to the Contractor previously. Any damage caused to private lines during construction is the sole responsibility of the Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for the construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers, and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses, and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs, and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers' failure to inspect the job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.



117 Industrial Avenue Proposal

Contact

Keith Murrell
(817) 201-1703
keith@eliteasphalt.net

Proposal Date 1/8/2026

Project ID 26-0013

Job Site 117 Industrial Avenue
Azle, TX 76020

Submitted to

Industrial Avenue Azle LLC
Nadav Mor
(817) 752-4638
industrialaveazle@gmail.com

Services

117 Industrial Avenue Estimate

Asphalt Miling Repair**\$17,995.00**

1. The area under consideration comprises approx. 3,390 sq ft .
2. Our firm will mill your pavement to the depth of 2 Inches.
3. Base will be proof rolled prior to installation of new asphalt.
4. We will fill in low spots prior to paving.
5. Millings and debris will removed from job site area and hauled to proper recycling center. Work area will then be swept and blown clean.
6. Apply tack coat prior to paving.
7. Then we will install 2 inches of compacted thickness of TYPE D asphalt.
8. All areas will be barricaded during and after the repair process.

Concrete**\$8,770.00**

We have identified 2 area(s) comprising approx. 380 sq ft for a new concrete surface.
We will remove and haul away all existing concrete.
Proof roll and grade sub-grade or base.
New Concrete Surface: We will form, place and finish inches of 3,000 psi new concrete with #3 rebar. Control & Expansion joints will be installed as necessary.
Barricading: All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

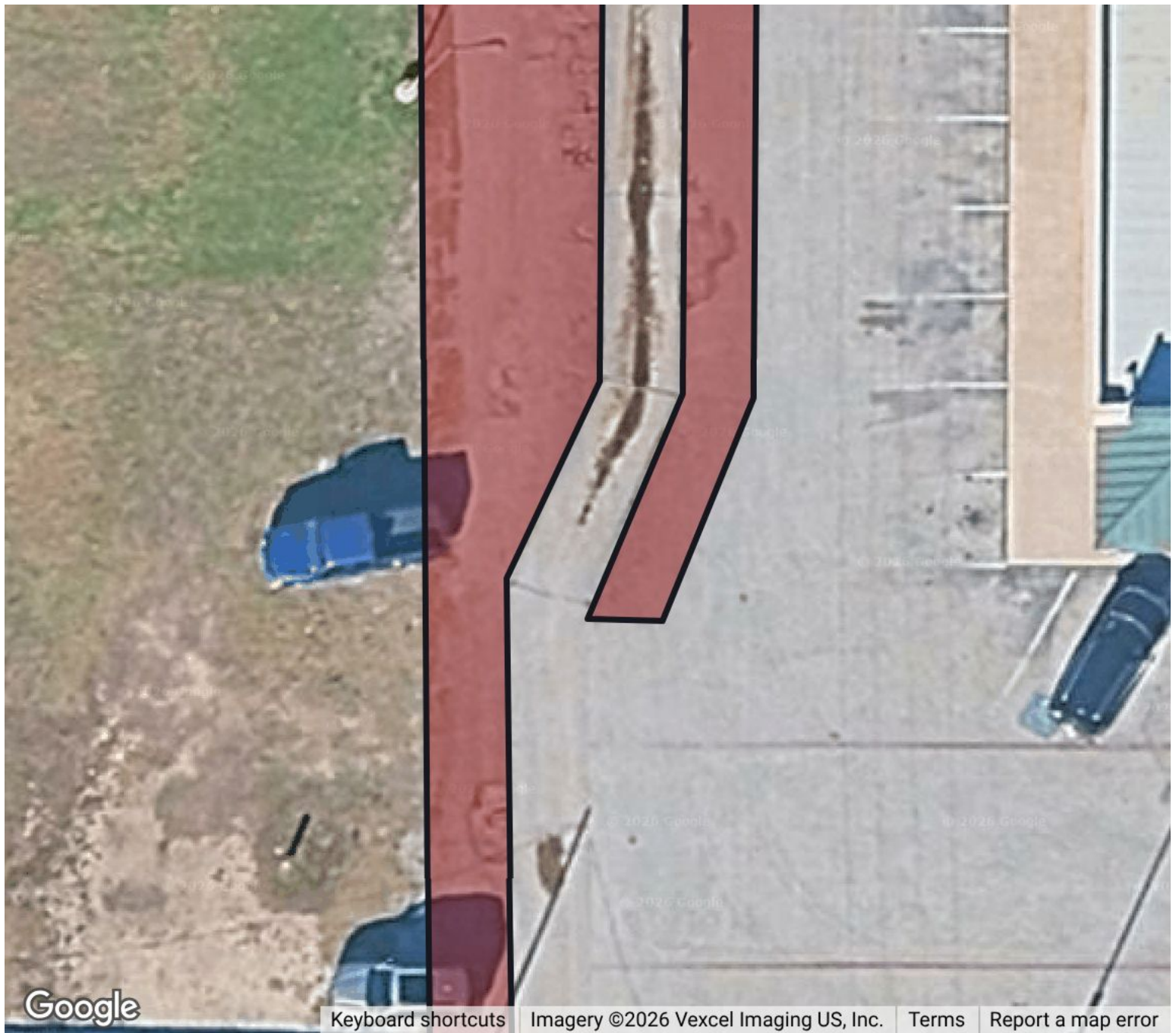
Exclusions**\$0.00**

1. Customer is to provide **on-site water** for construction activities.
2. This proposal does not include any testing, engineering, traffic control, erosion control, surveying, permits, or bonds. Unless expressly called out in bid items.
3. **Terms for this project is 25% downpayment prior to starting. The 25% will be deducted from final invoice. Final invoice due at completion of project.**

Subtotal: \$26,765.00
TX Sales Tax: \$2,208.11
Total: \$28,973.11



Project Map



Additional Information

Contract Terms & Conditions

1. All overdue invoices will be charged a 2% late fee for every 30 days they are late. All invoices are due upon completion of work. Unless other terms have been negotiated.



117 Industrial Avenue Proposal

Paving Commercial | Owner Responsibility & Conditions

1. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
2. Sprinklers: should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
3. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work.
Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.
5. Driving on Surface: Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.

Warranty & Conditions

1. NOTE: This proposal may be withdrawn by us if not accepted within 20 days.
Due to the natural of material pricing. Proposal pricing is only good for 30 days from date of proposal.
2. All material guaranteed to be installed exactly as specified.
3. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
4. Any necessary permits or permit fees are owners' responsibility.
5. All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, except cracks and other elements of nature.
6. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
7. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
8. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
9. Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. Existing Surface: The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
11. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.



117 Industrial Avenue Proposal

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Nadav Mor
Industrial Avenue Azle LLC
industrialaveazle@gmail.com

Date

Keith Murrell
Elite Asphalt LLC
keith@eliteasphalt.net

Additional Service Information

117 Industrial Avenue Estimate

Asphalt Miling Repair

Concrete

Exclusions

About us

We Are A Full Service Paving Contractor

Elite Asphalt LLC, we are a commercial paving contractor that has been in business for over 20 years and we specialize in meeting your business's paving construction, repair, and maintenance needs.

We are happy to help with government, commercial, and residential asphalt paving. We are Fort Worth and beyond's, choice for top-quality asphalt repair and installation! Our asphalt and concrete paving company is your choice for paving, stabilizing, grading, repairs, sealing, and so much more.

Other Documents

- [JOB ACCOUNT INFORMATION FORM.pdf](#)

PROPOSAL
Bruce Byrum
825 Parker Street
Azle, Texas 76020
Brucehl2013@aol.com (817) 690-2429

Submitted To: Nadav Mor/Industrial Avenue Azle LLC
Address: Industrial Avenue, Azle, TX
Date: 1-5-2026
Phone #: 817-752-4638
Email: industrialaveazle@gmail.com

We hereby submit this proposal:

- (Area South of Dollar General) – Saw cut and remove 1,846 (One thousand eight hundred and forty-six) square feet of failed asphalt.
- Haul off old asphalt.
- Upgrade subgrade, installing and compacting new road base as needed.
- Replace asphalt with 3 inches of compacted Hot Mix asphalt.
- Use asphalt tac on all joints; \$9,230.00.
- Overlay 136 (One hundred and thirty-six) square feet of area with 2.5 inches of Hot Mix asphalt.
- Furnish Labor & Material for a total amount of \$9,604.00.

- We hereby furnish material and labor – complete in accordance with the above specifications for the sum of: \$9,604.00 (Nine thousand six hundred and four dollars and no cents).

Respectfully submitted: Bruce Byrum, Byrum Construction

PROPOSAL
Bruce Byrum
825 Parker Street
Azle, Texas 76020
Brucehl2013@aol.com (817) 690-2429

Submitted To: Nadav Mor/Industrial Avenue Azle LLC
Address: Industrial Avenue, Azle, TX
Date: 6-24-26
Phone #: 817-752-4638
Email: industrialaveazle@gmail.com

We hereby submit this proposal:

- Clean parking lot on Industrial Avenue, Azle, TX, that you emailed me about.
- Fill large cracks with hot rubberized crack filler.
- Seal with Seal Master Coal Tar Emulsion Asphalt Sealer (52,125 square feet)
- Restripe Parking lot.
- Furnish all labor and material \$19,254.30 (Nineteen thousand two hundred fifty-four dollars and thirty cents).

- We hereby furnish material and labor - complete in accordance with the above specifications for the sum of: \$19,254.30 (Nineteen thousand two hundred fifty-four dollars and thirty cents).

Respectfully submitted: Bruce Byrum, Byrum Construction



Hi **Bruce**, thanks for your patience on this. The city reviewed the quote for the repair you proposed for the alley and they wanted to make sure you are including replacing a couple of spots of the **flume** where the concrete is failing. It is in the same delineated area.



May 7, 11:22 AM

B

Yes I was

Bruce Byrum Contractor • May 7, 5:42 PM

ASPHALT REPAIR PROPOSAL

Project Address:

117 Industrial Ave
Azle, TX 76020
United States

Project: Dollar General / Palm Medical Parking Lot & Alley

Thank you for the opportunity to provide this proposal. Based on our discussion, the scope of work includes the following:

Scope of Work

- Repair all designated damaged areas, including the two yellow-marked areas and the three red-marked areas - \$10,000
- Complete the remaining driveway entrance repair on the east side of the property - \$2,000
- Repair the damaged area near the Palm Medical building - \$1,500
- Repair the pothole within the parking lot - \$1,500
- Sealcoat the remaining parking lot - \$6,000
- Re-stripe the parking lot and fire lane to the correct alignment - \$3,000
- Repair the damaged alley section from Industrial Avenue to the utility pole.

Total Project Cost (Including All Labor & Materials): \$24,000.00

Notes

- Proposal is subject to field verification.
- Any additional work required due to unforeseen site conditions is not included and will require approval before proceeding.
- Work area will be cleaned upon completion.

Thank you,

Eliya Kidra
Home build and Designs
eliya16098@gmail.com
619-943-8805



Presenter: Kristen Pegues, Community & Marketing Specialist

Agenda Item: Consider any action on the Facade and Signage Improvement Program application for Gogi Lab.

Background and Explanation:

The City received an application for the Façade and Signage Improvement Program for a new sign at 515 N. Stewart Street for the property's new tenant, Gogi Lab. The applicant is requesting \$2,546.50 in City funding.

The application was received after the agenda deadline for the previous City Council meeting, but before the Council discussed amending the policy to exclude funding requests for new signs. Because the application was submitted before that discussion, it is being forwarded to the Council for consideration..

If approved, funding this request would require a future budget amendment.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Facade Grant Application - Gogi Lab

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	YINHAU SHI.	Date	2026.07.06
Business Name	GOGI LAB. (Growthbloom LLC)		
Mailing Address	28 515 N Stewart St, Azle, Tx, 76020		
Contact Phone	929.332.6656		
Email Address	gogilab2026@yahoo.com		
Building Owner (if different than applicant)			
Project Site/ Address	515 N Stewart St, Azle, Tx, 76020	County	Tarrant County

Type of Work: (check all that apply)

Facade/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)

Change sign remove old and install new
Main sign and road side sign both.

How will this project benefit the community?

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

5093

\$2546.50

Signage Project Expenditures	Total Estimated Costs	50% Grant Requested
Signage	\$500	225 250
Total		

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

Request Total

~~2250~~

\$2546.50

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

Applicant Signature

Date

01/14/2026

Property Owner Signature

Date

signs manufacturing Corporation

4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:2607072617

Preparation Date: 06/10/26

Your Sales Consultant is Steven

Billing Address

Name: Saeoon
Company: GOGILAB
Address: 5151 N Stewart
City, State, Zip: Azel, TX
PO#:
Phone#:

Job / Shipping Address

Name: Saeoon
Company: GOGILAB
Address: 5151 N Stewart
City, State, Zip: Azel, TX
Email: saeoon@outlook.com
Phone#: 972-332-6656

DESCRIPTION

Channel letters on Raceway, No lights "GOGI LAB" Tenet panels (2)

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

Fabricate:12in (nominal) channel letters reading:GOGILAB

Fabrication: mechanically welded construction (not stapled or pop-riveted)

Trim: 1in Jewelite trimcap with an aluminum core and SolarGuard™ protection

Faces: 1/8in PlexiglasFALSE with SolarGuard™ protection

Returns: 5in deep, .040 aluminum

Backs: None, caulked along edges to prevent light leaks

These channels will be mounted on an aluminum raceway approximately 6'-0" long (total, although it may be built as multiple sections for installation purposes) painted using our SignLux automotive grade paint system for maximum lifespan, color TBD.

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

Permit application/preparation and inspection labor are included.

Installation is included.

--SEPARATED CONTRACT--

Sign Cost: \$4,478.00 (incorporated materials: \$457.95, labor & overhead: \$4,020.05)

Sales tax: \$37.79 (saving you \$331.66 in sales taxes)

Pole Sign faces

Fabricate faces for the pole sign, Double sided 2' x 2'. The faces will have one color

Permitting and installation are included

YOUR COST*: \$5093
EXTENDED WARRANTY:
ENGINEER'S DRAWING: Additional if required
INSTALLATION: Included
ELECTRICAL HOOK-UP:**

TOTAL TAX: \$ 88.53
PERMITS: Additional (at cost) if required
3rd-Party Fees:** Additional (at cost) if required

LESS DEPOSIT: 50% \$2600

BALANCE DUE: Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

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

Permit Necessary? Yes

CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES
SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

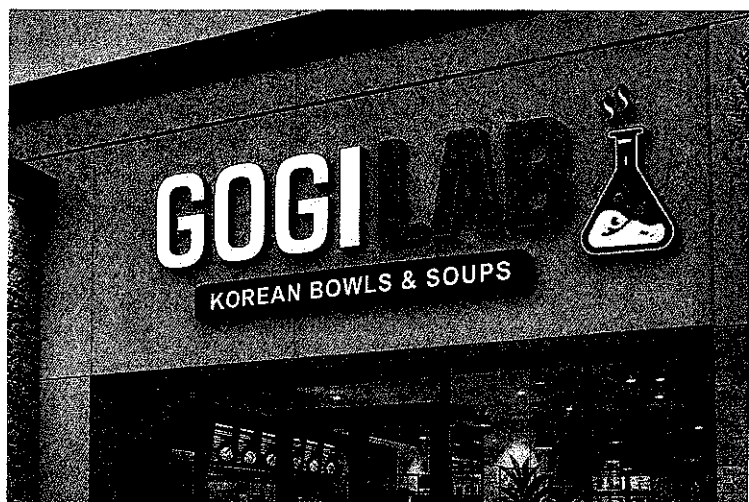
TERMS AND CONDITIONS

1. **PRICING.** The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.
2. **CONSERVE YOUR NEST EGG* PRICING ALTERNATIVE.** Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.
3. **CHANGE REQUESTS.** Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.
4. **PERMITS, INSPECTIONS AND FEES.** Seller may assist in obtaining permits, licenses, documentation and inspections at the Purchaser's request; however, the Purchaser remains solely responsible for complying with all applicable government regulations. Seller is not liable for any legal or regulatory actions resulting from noncompliance. This can optionally include filing for a new, or modifying an existing, Certificate of Occupancy. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.
5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.
6. **INSTALLATION WORK.** Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.
7. **SPECIALLY FABRICATED MATERIALS.** The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.
8. **GUARANTEES & WARRANTIES.** All Guarantees and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Guarantee discounts Seller's normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. If any part of a sign both manufactured and installed by Seller fails in the first five (5) years of service, Seller will provide parts and service at no charge. Extended Warranties, when purchased, extend the initial Warranty to the term specified in the extension document, but never more than ten (10) years. The Forever* Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever* Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever* Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever* Guarantee to the cost of the new sign. Forever* Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions and do not include rental or subcontracted items. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate per component (module) of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one (1) year Warranty on any parts we replace in our signs, non-Solarbrite* lamps excluded. All parts replaced in competitive signs, and any third party signs, are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.
9. **UNAUTHORIZED MODIFICATIONS.** Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.
10. **DEFAULT BY PURCHASER.** This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.
11. **OWNERSHIP.** Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.
12. **LIMITED LIABILITY. PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF \$50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.**
13. **LAW AND FORUM FOR DISPUTES.** This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.
14. **OTHER.** This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

Guaranteed Highest Quality... Guaranteed Lowest Price™

Sign Design #426121 v2

* Price is at time of printing, subject to change.

**CREATED****06/09/2026****ESTIMATED SIZE****58.00" x 175.00"****AREA****70 sq ft****SHIPS FREE****7/10/2026 *****Sign Description****Shape 1****SHAPE****GOGI LAB****PRODUCT****Face Lit Letters****SIZE****Shape Size: 33.00
32.51" x 143.84"****LIGHTING****No Lighting****MOUNT****Heavy Tab**☐ **White****MOUNT****Standard Tab**☐ **White****COLORS****Face: Printed Art****Face Trim 2": ☐ Black****Face Trim 1": ☐ Black****Side 5": ☐ Black****Shape 2****SHAPE****Custom Shape****PRODUCT****Face Lit Logo Shape****SIZE****Shape Size: 6.00
9.00" x 4.00"****LIGHTING****No Lighting****MOUNT****Standard Tab****COLORS****Face: Printed Art**

☐ White

Face Trim 1": ☐ Black

Side 5": ☐ Black

Shape 3

SHAPE

Custom Shape

PRODUCT

Face Lit Logo Shape

SIZE

Shape Size: 6.00

9.00" x 4.00"

LIGHTING

No Lighting

MOUNT

Standard Tab

☐ White

COLORS

Face: Printed Art

Face Trim 1": ☐ Black

Side 5": ☐ Black

Shape 4

SHAPE

Custom Shape

PRODUCT

Face Lit Logo Shape

SIZE

Shape Size: 32.00

37.00" x 28.00"

LIGHTING

No Lighting

MOUNT

Standard Tab

☐ White

COLORS

Face: Printed Art

Face Trim 1": ☐ Black

Side 5": ☐ Black

Shape 5

SHAPE

Custom Shape

PRODUCT

Face Lit Logo Shape

SIZE

Shape Size: 38.00

12.00" x 119.00"

LIGHTING

No Lighting

MOUNT

Heavy Tab

☐ White

COLORS

Face: Printed Art

Face Trim 2": ☐ Black

Side 5": ☐ Black

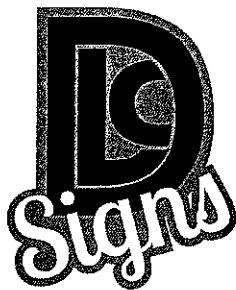
Sign Includes

Your sign will come complete with everything you need to install and light your sign.

The only part you will need to supply is screws from your local hardware store to attach your sign to the wall.



All our lit signs are inspected and have the UL label.



BUSINESS AGREEMENT

AN AGREEMENT BETWEEN DLC SIGNS, LLC (SELLER) AND: GOGI LAB
PROJECT NAME: GOGI LAB / AZLE, TX / CHANNEL LETTERS
JOB LOCATION: 515 N. STEWART ST. AZLE, TEXAS 76020

OWNER & CEO: ROLANDO DE LA CRUZ
EMAIL ADDRESS: DLCSIGNSLLC@GMAIL.COM

Page 1

07/14/2026

SIGN 01 WE HEREBY SUBMIT SPECIFICATIONS AND INVESTMENT AMOUNT FOR:

FRONT LIT CHANNEL LETTERS - \$5,300.00

Manufacture and install (1) one set of internally illuminated channel letters (CHLS). CHLS to be reading "GOGI LAB" accompanied by a logo and a capsule. All sign to have an ACM aluminum backer panel mounted on a custom wireway. Channel letters faces to be client approved 3/16" white acrylic. **NOT** 1/8" thick. Channel letters to have 3M vinyl graphics applied first surface. Channel letters to be internally illuminated by principal bright white LED modules and powered by power supplies. LED modules to be applied with 3m VHB double sided tape and silicone. Side returns to be mechanically fastened to the aluminum back with non corrosive aluminum pop rivets.

SIGN 02 **ACRYLIC PANELS - \$960.00**

Remove and dispose existing panels. Manufacture and install (2) two acrylic panels with 3M vinyl graphics applied first surface. Channel letters faces to be client approved 3/16" white acrylic. **NOT** 1/8" thick. Channel letters to have 3M vinyl graphics applied first surface.

SIGN 03 **DIGITAL PRINT GRAPHICS - \$1,425.00**

Manufacture and install (5) five 3M perforated window vinyl graphics, window graphics to be applied first surface.

Comments:

- *All new sign comes with a complete 5 year warranty that covers all parts, all labor, and all signage. Refurbished signs come with a 3 year warranty that covers only parts. All other repairs and installation are guaranteed 3 to 12 months depend on the scope of work and material/part.
- *Vandalism, accidental and weather damages are not covered under warranty-for shipped signs, customer must ship back to DLC SIGNS, LLC for warranty services.
- *If additional scope required - a change order will be created and new estimate need to be approved before proceeding with new scope(s).
- *Sign procurement fee cost is \$450.00 and will be additional and added to the remaining balance, plus permit fee.
- *Remaining balance must be paid 3 days before sign installation date.

**PERMITS, ENGINEERING DRAWING, LANE CLOSURES, PROCUREMENT FEE
NOT INCLUDED AND WILL BE BILLED AND ADDED TO THE REMAINING BALANCE.**

CLIENT INITIALS

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR:

DEPOSIT DUE 50% \$3,842.50

INVESTMENT: \$7,685.00

SALES TAX: \$0.00

TOTAL COST: \$7,685.00

Thank you for your business!

NON ILLUMINATED: \$6,885.00

General Terms and Conditions

1. **ELECTRICAL CONNECTIONS.** Post-installation visit(s) related to electrical connectivity will be at the Buyer's specific request and will be conducted at the Buyer's expense. Moreover, it is understood and agreed that Buyer is to furnish all primary electrical service required, connection thereof, and / or switches or other controls at Buyer's own expense. It is understood that final hookup will be completed at the time of installation provided that the circuit(s) is ready. In the event that the connection is not yet available, additional charges related to a return visit for the purpose of completing the hookup will ensue. Buyer further acknowledges that Seller is entitled to payment as per this agreement upon completion of services and / or installation regardless of electrification or connection status and such payment will in no way be withheld or otherwise detained due to a lack of power or other connection.
2. **TAXES.** Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.
3. **DELIVERY.** Unless otherwise noted, Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. When any other than Seller's regular method of shipment is used, terms shall be F.O.B. Seller's premises. Special handling charges by carrier shall be paid by Buyer. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.
4. **DELAYS.** Seller will not be liable for any delay in the performance of the orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay.
5. **CONDITIONS.** All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials, and all orders and contracts as well as shipments applicable thereto are subject to Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions, that may be in effect from time to time.
6. **ENGINEERING AND PERMITTING.** Specifications and Investment amount are based on the most current engineering and permitting information available at the time of this Agreement. Should modifications be necessary due to updated engineering or permitting studies or requirements, Seller shall have the right pass on any additional cost within the scope of this Agreement.
7. **NONCONFORMITY.** All materials made by Seller are to be inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Seller, Buyer shall not return the goods, but shall notify Seller immediately, stating full particulars in support of his claim, and Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
8. **CANCELLATIONS.** An order once placed with and accepted by Seller can be canceled only with Seller's consent upon terms that will indemnify against loss by Seller.
9. **INDEMNITY BY BUYER.** Buyer shall hold Seller harmless from, and release not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Seller arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the merchandise sold to Buyer by Seller. Buyer will further indemnify, hold harmless, and defend Seller from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of this Agreement. Without limitation of the foregoing, Buyer agrees to indemnify and hold the Seller harmless from and against any liability for loss, damage, or injury to person or property in any manner arising out of the electrical connection and / or switches supplied by Buyer hereunder and from drilling for piers and / or foundations, including but not limited to damages to landscaping, sewer lines, gas lines or any other underground obstacle. The indemnity of Buyer shall apply regardless of any fault or negligence of Seller, Seller's agents, successors, assigns, employees, or otherwise.
10. **CLAIMS.** Claims for defective merchandise, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and release by Buyer, unless made in writing within one year after installation.
11. **SELLER'S RIGHT OF POSSESSION.** Until full and final payment is received by Seller, all merchandise delivered by Seller to Buyer shall be the sole property of the Seller and shall not, by reason of any connection to realty, be deemed to be any fixture or appurtenance to realty and shall be severable therefrom. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because Buyer's defaults, to withhold shipments, in whole or in part, to recall goods in transit and retake same, and to repossess and remove all merchandise delivered to Buyer, with out he necessity of taking any other proceedings. Buyer consents that all such merchandise may be so recalled, retaken, or repossessed. Buyer specifically acknowledges and agrees that all such is and shall remain the Seller's absolute property until full and final payment is received by Seller. The foregoing shall not be construed as limiting, in any manner, any rights or remedies available to Seller because os any default of Buyer under Uniform Commercial Code as in force and effect in the State of Texas or any other applicable jurisdiction on the date of the signing of this Agreement.
12. **WARRANTY.** Subject to and contingent upon the full and timely performance by Buyer of all terms and conditions hereof, including full and timely payment of all invoices, Seller guarantees all original work performed under this Agreement against defective materials, parts and workmanship for a period of **five (5) years** from date of installation. Seller's obligation with respect to such products or parts shall be limited to replacement or repair F.O.B. Conroe, Texas, and in no event shall Seller be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products or parts. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY SELLER, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER. SELLER SHALL NOT BE LIABLE FOR ANY' LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.
13. **TERMINATION UPON DEFAULT.** Upon the happening of any one or more of the following events, Seller shall forthwith have the unrestricted right to cancel and terminate this Agreement without cost or liability to the Seller: (1) Buyer's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Buyer; (3) institution of legal proceedings against Buyer by creditors or stockholders; (3) appointment of a receiver for Buyer by any court of competent jurisdiction; or (5) the breach by Buyer or any of the terms of the Agreement.

CLIENT INITIALS

DATE:

07/14/2026

14. **ACCEPTANCE.** This is not a firm offer and may be changed or revoked at any time before execution. Acceptance of this offer is expressly limited to fit exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer. These terms and conditions shall supersede and provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the right of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be charged or modified orally.
15. **SETOFF.** Any claims of Buyer against Seller relating to this Agreement shall be subject to setoff for counterclaim of Seller out of this or any other agreement with Buyer.
16. **MARKETING APPROVAL.** Buyer agrees to allow Seller to produce and use photographs, drawings, descriptions or likeness of product and their location in any marketing advertising or promotional materials in all media.
17. **LIMITATION OF REMEDY.** Seller shall not be liable in any case for incidental or consequential damages of any nature. It is acknowledged that the items sold are not so unique or the circumstances such that either party shall be entitled to the remedy of specific performance.
18. **GOVERNING LAW.** This Agreement is made in Conroe, Montgomery County, Texas, and shall be governed by the laws of the State of Texas. Buyer consents to the jurisdiction of any State or federal court sitting in Conroe, Montgomery County, Texas, and the parties agree that Conroe, Montgomery County, Texas shall be the sole exclusive venue for any litigation brought with respect to matter arising under or relating to this Agreement and that venue shall be proper in any such court to the exclusion of the court in any other county or State. The Buyer further agrees that such designated forum is proper and convenient. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.
19. **ENTIRE AGREEMENT.** This Agreement and related attachments and drawings constitute the sole and entire agreement between the parties hereto with regard to the subject matter hereof. No course of prior dealings between the parties and no usage of the trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevance or admissible to determine the meaning representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only by an instrument signed by the parties or their duly authorized agents.
20. **SUPPLEMENT INFORMATION.** Any specifications, drawings, notes, instructions, engineering notices, or technical data specifically set referred to in this Agreement shall be deemed to be incorporated herein by reference as if fully set forth.
21. **LATE PAYMENT.** Any balances not paid within 30 days from invoice are subjected to a 1% monthly finance charge until paid.
22. **ATTORNEY'S FEES.** Should the services of an attorney become necessary in connection with enforcing the provisions of this Agreement, the Buyer agrees to pay a reasonable attorney's fee together with all cost and expenses incident to the enforcement of its provisions.
23. **FURTHER ASSURANCES.** Each party to this Agreement agrees to perform all further acts to execute and deliver all further documents, which may be reasonably necessary to carry out the provisions of this Agreement.
24. **SEVERABILITY.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforce ability of the remaining provisions, or portions thereof, will not be affected and in lieu of such unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms as may be valid and enforceable.
25. **COUNTERPARTS; FACSIMILE SIGNATURE.** This Agreement may be executed in any number of counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes. Each party agrees to accept the facsimile signature of the other party to this Agreement as evidence of the execution and delivery of this Agreement. Such facsimile signatures will be deemed to be binding upon the party sending such facsimile signature.

IN ORDER TO GET THIS PROJECT INTO PRODUCTION WE NEED TO RECEIVE FROM OUR VALUABLE CLIENT A 50% DEPOSIT, A SIGNED CONTRACT WITH ALL 3 PAGES INITIALED AND SIGNED, A CLIENT APPROVED SIGNED DRAWING, A SIGNED PERMIT APPLICATION. (IF APPLICABLE)

ONCE THE SIGN(S) ARE MANUFACTURED, CLIENT IS RESPONSIBLE TO PAY THE FULL REMAINING BALANCE 3 DAYS BEFORE SIGN INSTALLATION.

ACCEPTANCE OF PROPOSAL: The above investment amount, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

NOTE: AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL SUCH TIME AS IT IS AUTHORIZED BY SELLER BELOW. AUTHORIZATION WILL NOT OCCUR UNTIL PRODUCTION REQUIREMENTS ARE MET. ANY PRODUCTION LEAD TIMES WILL NOT BEGIN UNTIL DATE OF AUTHORIZATION BY SELLER.

GOGI LAB

DATE:

DLC SIGNS, LLC

DATE:

CLIENT AGREES THAT THE ENTIRE INVESTMENT AMOUNT AND REMAINING BALANCE IS DUE AND PAYABLE UPON COMPLETION OF THE PROJECT. IF DLC SIGNS DOES NOT RECEIVE FULL PAYMENT WITH 30 DAYS FROM INVOICE, DLC SIGNS, HAS THE AUTHORITY TO DEEM THE WARRANTY NULL & VOID AND FORFEITED BY THE CLIENT. FURTHER, DLC SIGNS RESERVES THE RIGHT TO INVOICE AND COLLECT FOR COMPLETED MANUFACTURING PRIOR TO INSTALLATION. INVESTMENT AMOUNT IN THIS AGREEMENT INCLUDES A DISCOUNT IF PAID (IN FULL OR IN PARTY) BY CASH, CHECK ELECTRONICS FUNDS TRANSFER, DISCOUNTED PRICING DOES NOT APPLY FOR CREDIT CARD PAYMENTS.



Presenter: Amber Beard, City Manager

Agenda Item: Consider and take action to authorize the use of TIRZ Project funds for legal fees and other expenses related to the former Kmart building located within the TIRZ zone.

Background and Explanation:

The use of the TIRZ project funds requires TIRZ Board and City Council approval.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

None



Presenter: Angelia Garrett, Finance Director

Agenda Item: Consider any action on Ordinance 2026-25 approving FY 2026 Budget Amendments (3rd Qtr.)

Background and Explanation:

The City Council has adopted a FY 2026 Budget and is required to approve amendments. This ordinance is requesting a total budget appropriation increase in the amount of \$50,000 from the Tax Increment Reinvestment Zone (TIRZ) fund. The budget request is provided below:

TIRZ-\$50,000

-Attorneys fees \$50,000

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance 2026-23

Attachments:

1. FY 2026 Budget Amendment Ordinance-TIRZ
2. TIRZ-Budget Amendment

ORDINANCE NO. 2026-25

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS,
PROVIDING FOR AMENDMENTS TO THE 2025-2026 BUDGET AND
TRANSFERRING UNENCUMBERED APPROPRIATION BALANCES TO CITY
DEPARTMENT BUDGETS REQUIRING ADDITIONAL APPROPRIATIONS; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Section 9.16 of the City Charter of the City of Azle, Texas, provides that the City budget may be amended and appropriations altered if so declared by the City Council.

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

The 2025-2026 Budget is hereby amended to reflect the appropriation changes as outlined in Attachment "A" attached to this ordinance and made a part hereof.

This ordinance shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST, 2026.

Randa Goode, Mayor

ATTEST:

Yael Hoffman, TRMC, CMC
City Secretary

Fund

TIRZ

Account Number	Account Description	Request Amount	
22-689-5314	US Realty 87-KMART	\$	50,000.00



Presenter: Angelia Garrett, Finance Director

Agenda Item: Consider any action proposing a specific Tax Year 2027 ad valorem tax rate to be considered during a public hearing at the August 17, 2026 meeting of the City Council

Background and Explanation:

Certified Taxable Property Values

The current year's Certified Taxable Value is \$1,959,010,897. This represents a 1.16% increase over the prior year's Certified Taxable Value of \$1,936,455,157.

Proposed Property Tax Rate

Staff recommends proposing the Current Year De Minimis Rate of \$0.6756288. This rate will be applied to the current year's certified taxable property value to levy approximately \$13 million for maintenance and operations, current debt service, and tax increment reinvestment zones.

The recommended property tax rate is \$0.0509 higher than the current property tax rate. Of this increase, \$0.0578 will be added to the current maintenance and operations rate (M&O) and (\$0.00687) will be a reduction to the current debt service rate (I&S). The total recommended rate will be split between M&O and I&S as follows:

M&O \$0.6007988

I&S \$0.0748300

Total \$0.6756288

Public Hearing

A Public Hearing on the Proposed Tax Rate is scheduled for August 17th. Notice of the Hearing will be published on August 3rd and the adoption of a tax rate is scheduled for August 24th.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Recommend motion to propose the de minimis tax rate:

"I move to propose a tax rate of \$0.6756288 as the City's tax year 2027 tax rate to be considered at the public hearing scheduled for August 17th, 2026."

Attachments:

None



Presenter: Kevin Rogers, Police Chief

Agenda Item: Conduct a public hearing for the Crime Control and Prevention District's (CCPD's) proposed FY 2026-27 Budget

Background and Explanation:

As required by statute, the CCPD Board held a public hearing concerning the District's proposed FY2026-27 budget on June 18, 2026. No public comment was offered. At the July 9, 2026 meeting, the CCPD Board unanimously approved the District's budget as proposed by Staff and recommended approval. The City Secretary's office received the CCPD Board-recommended budget on July 16, 2026, and a copy was provided to City Council for review. Public Notice was published in *The Azle News* on July 22, 2026, for the statutorily required public hearing to be held by the Council on August 3, 2026. A copy of the proposed budget is attached to this item. No action is needed.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. CCPD Proposed Budget FY27-FINAL pdf

CCPD FY 2027 Proposed Budget

POLICE DEPARTMENT

	FY 25-26 Amended Budget	Request FY 26-27
SALARIES & BENEFITS	257,634.00	283,484.00
OVERTIME	87,582.00	87,582.00
MINOR TOOLS & EQUIPMENT	2,200.00	2,200.00
SAFETY SUPPLIES	8,084.00	8,084.00
DEFENSE SUPPLIES	57,383.00	20,000.00
EQUIPMENT MAINT SUPPLIES	410.00	0.00
INSURANCE/RISK MGMT	4,000.00	4,000.00
PROFESSIONAL SERVICES	31,620.00	20,000.00
SHATTERED DREAMS	5,000.00	0.00
TRAVEL & TRAINING	30,000.00	15,000.00
SPECIAL PROGRAMS & EVENTS	2,100.00	2,100.00
TELECOMMUNICATION	31,356.00	39,000.00
YOUTH OUTREACH PROGRAMS	4,000.00	2,000.00
BICYCLE/SKATEBOARD SAFETY	1,000.00	0.00
IT SERVICES	181,495.00	181,495.00
LESS LETHAL FORCE	3,948.00	0.00
CONTRACTUAL SERVICES - OTHER	59,769.00	50,000.00
LEASE PRINCIPAL	107,087.00	40,000.00
LEASE INTEREST	0.00	17,000.00
Sub-Total	874,668.00	771,945.00

FIRE DEPARTMENT

	FY 25-26 Amended Budget	Request FY 26-27
SALARIES & BENEFITS	40,580.00	40,736.00
OVERTIME	6,000.00	2,000.00
OFFICE SUPPLIES	150.00	0.00
GENERAL SUPPLIES	2,100.00	250.00
UNIFORMS/CLOTHING	2,500.00	2,000.00
POSTAGE/SHIPPING	50.00	0.00
LAB/TESTING SUPPLIES	25.00	0.00
MINOR TOOLS & EQUIPMENT	15.00	0.00
SAFETY SUPPLIES	6,600.00	6,600.00
DEFENSE SUPPLIES	300.00	300.00
AWARDS & RECOGNITION	100.00	0.00
SUPPLIES - OTHER	100.00	0.00
PRINTING	100.00	50.00
TRAVEL & TRAINING	8,800.00	6,000.00
DUES & FEES	3,410.00	2,000.00
TELECOMMUNICATION	1,500.00	1,500.00
IT SERVICES	400.00	400.00
CONTRACTUAL SERVICES - OTHER	500.00	500.00
BUILDING MAINTENANCE	200.00	0.00
EQUIPMENT MAINTENANCE SERVICE	250.00	0.00
VEHICLE MAINTENANCE	550.00	0.00
VEHICLES		0.00
	74,230.00	62,336.00

4 Ballistic vest for EMS/Fire



Presenter: Cat Schlueter, Human Resources Director
Agenda Item: Personnel Policy Revision Recommendation

Background and Explanation:

The City of Azle Personnel Policy was last comprehensively revised and adopted on January 1, 2019. Although individual sections have been updated as needed, the Policy had not undergone a full review by Executive Leadership and the City Attorney since 2018. Staff has completed a comprehensive rewrite of the Policy, which is attached for your review. The attached draft has not yet been reformatted to reflect final page numbers, section numbering, and the Table of Contents; those updates will be made after approval. The City Attorney will also provide recommendations regarding the addition of two new policies addressing Artificial Intelligence (AI) and employee recording.

Key proposed changes to the Personnel Policy include:

- Adjusting vacation accrual so employees earn a fourth week of vacation after 10 years of service instead of 15 years.
- Adding Martin Luther King Jr. Day and Veterans Day as paid City holidays.
- Removing the \$2,400 certification pay cap to allow annual adjustments through the budget approval process.
- Prorating longevity pay for eligible employees who separate from City service before the annual November payout.
- Updating the Travel Policy to reference General Services Administration (GSA) reimbursement rates rather than fixed dollar amounts.
- Revising the Smoke-Free and Tobacco-Free Workplace Policy.
- Clarifying that interim assignments are authorized when expected to last more than 30 consecutive days.
- Establishing a 180-calendar-day injury leave limit for non-public safety employees.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. PERSONNELPOLICYDRAFT072026_1



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Uhauls and Vehicle Rentals Ordinance

Background and Explanation:

On June 2, 2026, there was a discussion item on the agenda pertaining to UHauls and Vehicle Rentals. City Council directed city staff to proceed with a future discussion on possible code amendments addressing the use of UHauls and vehicle rentals within the City of Azle.

Proposed New Definitions:

Section 3.2 of the Zoning Ordinance would be amended to add new use definitions to the ordinance related to vehicle and equipment rentals. The use named **Equipment Rental** is currently listed in the Permitted Use Schedule but is not defined.

Auto Leasing or Rental: An establishment, other than car sales, new or used, for the purposes of renting or leasing automobiles, vans, and light trucks; may include incidental parking and limited servicing of leased and rented vehicles. Shall not include Heavy Load Vehicles. Shall not include services related to auto painting or body shop.

Equipment Sales and Rental: An establishment engaged in the display, sale, and rental of equipment, tools, supplies, machinery or other equipment used for building construction, manufacturing, farming or agriculture. This use includes the sale of vehicles such as tractors, tillers, trailers, back hoes, graders, boom lifts, and front-end loaders, but not including car or truck rentals.

Heavy Load Vehicle Leasing or Rental: An establishment, other than vehicle sales, new or used, for the purposes of renting or leasing heavy load vehicles; may include incidental parking and limited servicing of leased and rented vehicles. Shall not include services related to auto painting or body shop.

The City recently adopted a new definition for "Heavy Load Vehicle" on September 2, 2025 which is defined as:

Heavy Load Vehicle: A pickup truck or any other self-propelled vehicle having a Vehicle Classification of a Class 6 or greater per the Federal Highway Administration (FHWA); or any towed vehicle with a manufacturer's Maximum Loaded Trailer Weight (MLTW) greater than eleven thousand (11,000) pounds or more than two axles, such as flatbed trailers, utility trailers, and cargo trailers. Heavy Load Vehicle does not include Recreational Vehicles or Agricultural Vehicles and Equipment. The term "truck" shall be construed to mean "Heavy Load Vehicle" unless specifically stated otherwise. For dispute resolution, the owner shall provide proof of the weight of vehicle.

Proposed Use Chart Amendments:

The Permitted Use Schedule listed under Section 4.10 of the Zoning Ordinance would be amended to add multiple new use categories related to vehicle and equipment rentals and assigned as allowed

only by Specific Use Permit (SUP) in certain non-residential districts. **Equipment Rental** is already listed in the Zoning Ordinance as allowed within the Industrial (IND) District by SUP. Specific Use Permits require a public hearing and approval by the P & Z Commission and City Council before opening that type of business and can be considered on a case-by-case basis. The Office (O), Institutional (INS), and Central Business Districts (CBD) (a.k.a. Downtown District) would not allow these types of businesses in their respective areas.

Service Uses	O	CBD	INS	C	HC	IND
<i>Auto Leasing or Rental</i>				S	S	S
Equipment Sales and Rental						S
<i>Heavy Load Vehicle Leasing or Rental</i>				S	S	S

S = Specific Use Permit

Retroactive Ordinance:

There was also discussion about whether the SUP process could be applicable to existing businesses with these services in Azle.

Included with this packet is a benchmark table of various related definitions from surrounding cities as a reference.

Board/Commission/Committee Recommendation:

If the City Council agrees with the proposed amendments, City staff will proceed with the public hearing process to amend the zoning ordinance. This process requires two (2) public hearings and will take approximately 6-8 weeks.

Staff Recommendation:

Staff forwards this agenda item for City Council consideration.

Attachments:

1. Equipment and Vehicle Rental Definitions Benchmarking pdf

Equipment and Vehicle Rental Definitions Benchmarking

6.17.26

Comparison City/Town	Vehicle Rental Definition	Equipment Rental Definition(s)
Azle	None	None
Comparison City/Town		
Argyle	Motor Vehicle Rental means a facility for the rental of automobiles, light trucks, or vans, including incidental parking and servicing of vehicles for rent or lease.	Heavy Machinery Sales and Storage means a building or open area used for the display, sale, rental or storage of heavy machinery, tractors or similar machines, or a group of machines which function together as a unit.
Arlington	Motor Vehicle Rental A facility for the rental of new or used motor vehicles.	Heavy Machinery Rental, Sales, and Service A facility or area for the display, sale, and rental of tools, heavy machinery, dump trucks, or commercial and heavy equipment not used in offices, such as used in building construction, farming, restaurant, or manufacturing. Sales may either be retail or wholesale, and are generally made to businesses rather than to individual households.
Colleyville	unable to locate	unable to locate
Denton	Vehicles and Equipment: Uses include a broad range of uses for the maintenance, sale, or rental of motor vehicles and related equipment. Accessory uses may include incidental repair and storage and offices.	Equipment Sales and Rental: An establishment engaged in the display, sale, and rental of equipment, tools, supplies, machinery or other equipment used for building construction, manufacturing, farming or agriculture. This use includes the sale of farm-specific vehicles such as tractors, tillers, farm trailers, back hoes, graders, boom lifts, and front-end loaders, but not including car or truck rentals.
Flower Mound	Auto leasing or rental means an establishment, other than car sales, new or used, for the purposes of renting or leasing automobiles, vans, and light trucks; may include incidental parking and limited servicing of leased and rented vehicles. Shall not include services related to auto painting or body shop.	Vehicle and equipment sales or rental means an establishment, not classified in any other land use category, engaged in the retail or wholesale sale or rental, from the premises, of motorized vehicles, other than automobiles, or equipment. Typical uses include, but are not limited to, boat and motorcycle dealers, construction equipment rental yards, farm equipment and machinery sales and rental, mobile home sales, moving trailer rental, recreational vehicle and travel trailer sales or rental, and truck or bus sales or rental.
Fort Worth		

Grapevine	unable to locate	Sale and rental of heavy machinery and equipment. A building or open area, other than a right-of-way or public parking lot, used for the display, sale, rental, maintenance, repair, and storage of heavy machinery. Heavy machinery includes but is not limited to track loaders, excavators, backhoe loaders, skid steers, telehandlers, aerial lifts, tractors, farm machinery, bulldozers, street graders, and paving devices. This definition does not include the sale, storage, lease, or repair of living units such as mobile homes and commercial vehicles such as recreational vehicles (RVs), campers, trailers, trucks, vans, and any other vehicles licensed by the Texas Department of Public Safety.
Keller	Automobile, Rental - Renting of automobiles, motorcycles, and light load vehicles.	Heavy Machinery Sales, Service, and Storage - A building or open area used for the display, sale, rental or storage of heavy machinery, either machines in general or a group of machines which function together as a unit.
North Richland Hills	unable to locate	Has a use category for Truck & Heavy Machinery Sales/Service/Rental but no definition.
Roanoke	Auto rental means storage of vehicles for the purpose of renting automobiles or light trucks.	Heavy machinery sales and storage means a building or open area used for the display, sale, rental or storage of heavy machinery, tractors or similar machines, or a group of machines which function together as a unit.
Saginaw	Auto rental (car and truck). An establishment primarily engaged in the short-term rental or extended term leasing of automobiles and trucks, not including truck tractors or semi-trailers.	Machinery sales or repair. A facility for the storage, repair, outside sales, or rental of heavy machinery or equipment. Rental yard, commercial and heavy equipment. An establishment that provides heavy equipment for rent to contractors or the general public to be used off site. The storage of rental equipment or goods may occur either within the limits of the primary structure, or it may be displayed and stored outside of the primary structure. Areas reserved for repairs and maintenance of all equipment or goods must be within the primary structure.
Southlake	unable to locate	unable to locate

Weatherford	Auto rental. Uses involving the short-term rental of cars, motorcycles, and other vehicles that do not require a class A or B driver license to operate. Customary accessory uses include office and auto repair.	Truck sales, repair, and services. Uses involving the sale, lease, rental, or repair of trucks or truck parts. Also has a use category for Tool and Machinery Rental but there is no definition for this one.
Westlake	unable to locate	unable to locate



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Noise and Amplifiers Nuisance Ordinance

Background and Explanation:

The Mayor requested this item for discussion with the City Council. Enclosed with this packet are examples of noise nuisance ordinances from other cities.

Section 8.03 Noise of the Code of Ordinance for the City of Azle states the following:

8.03.001 Penalty.

Any person violating or failing to comply with the provisions of this article commits a misdemeanor punishable by a fine in accordance with the general penalty provision found in section 1.01.009 of this code. Each day an offense occurs shall be a separate offense.

8.03.002 General prohibition.

Any unreasonable, loud, disturbing, unnecessary noise which causes material disturbance, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is declared to be a nuisance and is prohibited.

8.03.003 Noise interfering with enjoyment of private homes.

Any noise of such character, intensity and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities is declared to be a nuisance and is prohibited.

8.03.004 Specific noises prohibited.

The following actions, among others, are declared to be nuisances in violation of this article, but such enumeration shall not be deemed exclusive:

(1) Radios, phonographs or musical instruments. The playing of any radio or phonograph or other musical instruments in such manner or with such volume, particularly between the hours of 7:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet comfort and repose of persons of ordinary sensibilities in any dwelling, hotel, church or other type of residence.

(2) Loudspeakers and amplifiers. The use of any stationary loudspeakers or amplifiers of such intensity that annoys and disturbs persons of ordinary sensibilities in the immediate vicinity thereof, or the use of any stationary loudspeaker or amplifier operated on any weekday between the hours of 7:00 p.m. and 7:00 a.m., or at any time on Sunday.

(3) Horns or signal devices on vehicles. The continued or frequent sounding of any horn or signal device on an automobile, motorcycle, bus or vehicle, except as a danger or warning signal, or the creation by means of any such signal device of any unreasonable, loud or harsh noise for any

unnecessary and unreasonable period of time.

(4) Exhaust without muffler. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(5) Use of drums or other devices to attract attention. The use of any drum, loudspeaker or other instruments or devices for attracting attention by the creation of noise to any performance, show or sale of merchandise.

(6) Barking of dogs or bellowing of cattle. The continued barking of dogs or bellowing of cattle in the near proximity of a private home.

(7) Construction activity. The erection, excavation, demolition, alteration, or repair work on any building at any time other than between the hours of 6:00 a.m. and 8:30 p.m. Monday through Friday from June 1 to September 30, between 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31, between 8:00 a.m. and 8:30 p.m. on Saturday, and between 8:00 a.m. and 8:30 p.m. on Sunday, which causes material disturbance, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is prohibited; provided, however, that the city council may issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience.

(2001 Code, sec. 8.303)

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Noise Nuisance Ordinances from Other Cities pdf

Maud, TX

CHAPTER 95: NOISE REGULATION

§ 95.01 UNREASONABLE NOISES; RESIDENTIAL ZONING.

(A) In all areas zoned for residential use, the creation of any unreasonably loud noise which causes distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.

(B) Any noise of such character, intensity and continued duration which substantially interferes with the comfortable enjoyment of any dwelling in an area zoned for residential use by persons of ordinary sensibilities is also declared to be a nuisance, and is hereby prohibited.

(Ord. 12-061, passed 7-19-2012) Penalty, see § [95.99](#)

§ 95.02 UNREASONABLE NOISES; COMMERCIAL ZONING.

(A) In areas zoned for commercial use, the creation of any unreasonably loud noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance, and is hereby prohibited when such noise emanates from inside or on the premises of a house, apartment or other dwelling place.

(B) Noise emanating from any premises in an area zoned for commercial use is hereby deemed reasonable and permissible when it is associated with the ordinary operation of a sports complex, business, industry or commerce and such business is being conducted in accordance with all city ordinances and permit requirements.

(Ord. 12-061, passed 7-19-2012) Penalty, see § [95.99](#)

Forest Hill, TX

ARTICLE 8.03: NOISE - City of Forest Hill, TX

§ 8.03.001 Purpose.

(a) It shall be the intent of the City to minimize exposure of citizens to the psychological and physiological harm of excessive noise and to protect, promote, and preserve the public peace, health, comfort, convenience, safety, and welfare. It is the intent of the City to control noise in a manner that promotes commerce, protects the sleep and repose of inhabitants, promotes the use, value, and enjoyment of property, and preserves the quality of the environment.

(b) Therefore, the purpose of this article is to make it unlawful for any person or entity to make, cause to be made or allow any loud or unreasonably loud and disturbing noise of such character, intensity, and duration as to be detrimental or offensive to the ordinary sensibilities of the inhabitants of the City, and/or which renders the enjoyment of life, health and property uncomfortable or interferes with public peace and comfort.

Noise Zone No.	Designated Properties Within the Noise Zone	Description
Noise Zone 1	All RESIDENTIAL properties or other properties as herein described.	Residential properties shall mean any premise where single or multiple dwelling units exist.
Noise Zone 2	All COMMERCIAL and MIXED-USE properties as herein described.	Commercial properties shall mean any premise where offices, shopping, and service establishments or similar retail establishments exist including, for example: Clinics, Hotels and Motels, Offices, Reception Facilities, Restaurants, Service Stations; and shall also include: Mixed-Use properties whereby different uses are combined such as retail, residential, offices, and similar other uses.

Noise Zone No.	Designated Properties Within the Noise Zone	Description
Noise Zone 3	All INDUSTRIAL, MANUFACTURING, or GOVERNMENTAL properties as herein described.	Industrial and manufacturing facilities. Governmental properties include all City, County, State, and federal facilities, except if otherwise specifically designated in another Noise Zone.

§ 8.03.007 Designated noise zones and their maximum permissible sound levels.

Noise zones are established based on the use of the property as may be described in this section. Noise zones are not associated with zoning districts established in the Forest Hill Zoning Ordinance.

(Ordinance 2025-24 adopted 9/16/2025)

§ 8.03.008 Maximum permissible sound levels.

(a) The following table identifies the maximum permissible sound levels that shall apply to the properties in each designated noise zone, unless otherwise indicated in this article or by the issuance of a temporary noise permit or a noise variance.

(b) The dB(A) or dB(C) maximum permissible sound levels set forth in this section apply to the property within the noise zone where the sound is being received.

Noise Zone Designations	Timeframe and Sound Levels	
	Daytime 7:00am to 7:00 pm	Nighttime 7:01pm to 6:59am
Noise Zone 1 (Residential)	60 dB(A) or 70 dB(C)	50 dB(A) or 60dB(C)
Noise Zone 2 (Commercial and Mixed-Use)	70 dB(A) or 80 dB(C)	60 dB(A) or 70 dB(C)
Noise Zone 3 (Manufacturing, Industrial, Governmental)	70 dB(A) or 80 dB(C)	65 dB(A) or 75 dB(C)

(Ordinance 2025-24 adopted 9/16/2025)

§ 8.03.010 Specific offenses.

The following includes, yet is not limited to, activities which can create unreasonably loud or disturbing noises in violation of this article, unless an exemption exists or a permit of variance was first obtained.

(1) Advertising or attracting attention.

The crying, calling, or shouting, in person or by mechanical device, or the use of any whistle, rattle, bell, gong, clapper, hammer, drum, horn, loudspeaker, with or without amplifier, hand organ, or other devices or instruments, musical or otherwise, for the purpose of advertising any cause or demonstration; candidates for elective office; any goods, wares, or merchandise; or for the purpose of attracting attention to or inviting persons to any place of amusement, to any performance or show, or to any business or similar activity when such use is done in a manner or in such volume as to be reasonably calculated to disturb the peace or to be unreasonably offensive to the public or to the occupants of other premises in the vicinity.

(2) Animals.

Owning, keeping, possessing, or harboring any animal or fowl which by frequent or habitual noise making, unreasonably disturbs or interferes with the peace, comfort or repose of persons, or causes a noise disturbance as defined herein. The provision of this article shall apply to all private or public facilities including any animal shelter or commercial kennel, which holds or treats animals. It shall be unlawful to keep, or to permit the keeping of, any dog(s) or rooster(s) or any other bird or animal that creates any bark, cry, crow, or other sound on a frequent, repetitive or continuous basis for ten minutes or longer.

(3) Amplifiers in public right-of-way and on City property.

The use of a bullhorn, loudspeaker, or other amplification is prohibited in the public right-of-way and on City of Forest Hill property, unless permitted as an exception below.

(A) Exceptions:

(i) Public safety official while performing their duties.

(ii) Persons with written permission to utilize said equipment from the City Manager or his or her designee.

(iii) Persons with permission from pertinent city department director or designee.

(4) Radios, musical instruments, and similar devices.

The using, operating, or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeaker and sound amplifiers or other machine or device for the producing or reproducing of sound within a residential or a nonresidential area in such a manner as to cause a noise disturbance.

(5) Yelling, shouting, etc.

The raucous shouting, whistling, yelling, singing, hooting, or crying of peddlers, hawkers, vendors or any other persons.

(6) Stereo or other sound systems: Stationary or within a motor vehicle.

The playing of any stereo or other sound system, whether stationary or located within a motor vehicle, in such a manner or with such volume so as to create a loud and unreasonable noise or vibration which is above the vibration perception threshold.

(7) Any noise exceeding eighty-five (85) dB(A) with notice.

Any noise exceeding eighty-five (85) dB(A) after the person making the noise receives notice from a Peace Officer or City Enforcement Agent that the noise is a public nuisance.

Wake Village, TX

§ 92.03 NOISE NUISANCES.

92.03 NOISE NUISANCES.

(A) Any unreasonably loud, disturbing, unnecessary noise which causes material distress, discomfort, or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.

(B) Any noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited.

(C) The following acts, conditions, and things, among others, are declared to be noise nuisances in violation of this section, but the enumeration shall not be deemed to be exclusive, to-wit:

(1) *Radios, phonographs, television sets, and the like.* The playing of any radio, phonograph, television set, or other musical instrument or device in such manner or with such volume, particularly between the hours between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel, or other type of residence.

(2) *Loudspeakers.*

(a) The use of any stationary loudspeaker or amplifier or other musical instrument in such manner or with such volume, particularly between the hours of 10:00 p.m. and 7:00 a.m., that annoys and disturbs persons of ordinary sensibilities in the immediate vicinity thereof;

(b) Or the operation of the loudspeaker or amplifier or other musical instrument or device at any time on Sunday, so as to disturb church services and congregations therein;

(c) Provided, however, that upon application by the user of such devices, the City Council may, by resolution, make special exemption or exception to this division, for the time or times as the City Council feels will serve the public welfare.

(3) *Animals.* The keeping of any animal or bird, which by causing frequent or long-continued noise shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(4) *Whistle.* The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of danger, or the blowing of any other loud or far-reaching steam or air whistle for unreasonable lengths of time within the corporate limits of the city.

(5) *Compressed air.* The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.

(6) *Building.* The erection, including excavation, demolition, alteration, or repair work on any building at any time other than between the hours of 7:00 a.m. and 6:00 p.m. on week days; provided, that in case of necessity, in the interest of public safety and convenience, the City Council may grant a permit by resolution to allow the activities to continue for such time and under such conditions as the Council may deem proper during the emergency.

(7) *Noise near schools, churches.* The creation of any excessive, unreasonable or unnecessary noise on any street adjacent to any school or institution of learning while the same is in session, or adjacent to any hospital, convalescence, old age, or rest home, which unreasonably interferes with the workings of the institution or may interfere with the comfort of patients within the institution, provided conspicuous signs or other evidence indicating the presence of the school, hospital, convalescence, old age, or rest home are displayed, giving the public adequate notice of the presence of the institutions.

(8) *Loading and unloading.* The creation of any loud or unnecessary or excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates, and containers.

(9) *Shouting of peddlers.* The raucous shouting and crying of peddlers, hawkers, and vendors, which disturbs the peace and quiet of the neighborhood.

(10) *Speaking or orating on public street.* The loud speaking, preaching, orating, or exhorting by any person upon any public street or sidewalk within the corporate limits of the city.

(11) *Drums and the like.* The use of any drum, loudspeaker, or other instrument or device for the purpose of attracting attention by creation of noises, such as speaking, music, or hallooing, to any performance, show, theater, moving-picture house, sale of merchandise, or display which causes crowds of people to block or congregate upon the sidewalks and/or streets near or adjacent thereto.

(12) *Mufflers.* The operation of a motor vehicle, including motorcycles, motor scooters or any conveyance operated by a gasoline or diesel engine, without a suitable muffler in operation at all times within the corporate limits of the city, the muffler designed to prevent excessive or unusual noises. A **MUFFLER** within the meaning of this division (12) is defined to be a device through which the escaping gases of the motor of a motor vehicle, motor scooter, motorcycle or any conveyance operated by a gasoline or diesel engine, pass, designed to muffle or minimize the noise to the greatest extent as produced by the operation of the motor.

(Tex. Transp. Code § 547.604)

Odessa, TX

ARTICLE 8-2: NOISE - City of Odessa, TX

§ 8-2-1 Generally.

(a)

Any unreasonably loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.

(b)

Any noise of such character, intensity and continued duration which substantially interferes with the comfortable enjoyment of private homes of persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited.

(1950 Code, Ch. 17, sec. 16; Ordinance 69-41, sec. 2, adopted 5/27/69; Ordinance 93-19, sec. 1, adopted 4/27/93; Ordinance 99-52, sec. 1, adopted 11/9/99; 1957 Code, sec. 10-14)

§ 8-2-2 Specific noises prohibited.

The following acts, among others, are declared to be nuisances in violation of this article, but such enumerations shall not be deemed to be exclusive:

(1)

Radios and similar devices operated from motor vehicle.

It is unlawful for any person to operate a radio, tape player, or other electronic or mechanical soundmaking device from within a motor vehicle on a street or highway in the city so that the sound is plainly audible at a distance of one hundred (100) feet or more from the motor vehicle. It shall be presumed that the driver of any vehicle being operated on a street or highway is the operator of the soundmaking device. The following exceptions shall apply:

(A)

The provisions of this section shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

(B)

The provisions of this section do not apply to motor vehicles used for business or political purposes which in the normal course of conducting such business use soundmaking devices.

(C)

The provisions of this section do not apply to the noise made by a horn or other warning device required or permitted by state law.

(2)

Loudspeakers, amplifiers and musical instruments.

(A)

A person that operates or causes to be operated a loudspeaker, amplifier or musical instrument under the following circumstances shall be guilty of an offense:

(i)

The operation of a loudspeaker, sound amplifier, or musical instrument, not enclosed in a building, located within one hundred fifty (150) feet of a hospital, school that is in session, nursing home or facility that provides surgical services to patients who do not require overnight hospital care during the hours of operation of the facility. For the purposes of this section, "surgical services" means therapy of a mechanical or operative kind, including but not limited to operations involving cutting, the setting of fractures and dislocations and similar manual forms of treatment.

(ii)

The operation of a loudspeaker, sound amplifier, or musical instrument, not enclosed in a building, between the hours of 10:00 p.m. and 12:00 midnight if the equipment is located within one hundred fifty (150) feet of a single-family, duplex, or multiple-family (multifamily) dwelling.

(iii)

The operation of a loudspeaker, sound amplifier, or musical instrument, not enclosed in a building, between the hours of 12:00 midnight and 8:00 a.m. within the city limits.

(iv)

Any violation of the Texas Penal Code, including section 42.01(5).

(B)

The following persons operate or cause to be operated a loudspeaker, amplifier or musical instrument:

(i)

A person who causes it to function or to keep in operation;

(ii)

A person who supervises or manages other persons who cause it to function or to keep in operation;

(iii)

A person who employs or contracts with other persons who cause it to function or keep in operation.



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Building Board of Appeals Alternates

Background and Explanation:

Article 1.04.062 of the Code of Ordinances under Building Boards of Appeals (BBA) states that the board shall be composed of five (5) regular members to be appointed by the city council. Other boards, such as the Planning and Zoning Commission (P & Z) and the Zoning Board of Adjustments (ZBA) have regular members as well as alternate members that may fill in to serve if any regular members are absent. With only 5 members on the BBA, adding alternates would help with scheduling flexibility and establishing quorums for future meetings, especially since the BBA requires a supermajority, 4 of 5 members, to be present to take action on any item. The Code of Ordinances would need to be amended to add language to allow for alternates to be appointed to the BBA if the Council so desires.

The current Code regarding BBA states the following regarding appointments and qualifications:

§ 1.04.062 Composition; appointment and term of members.

The board shall be composed of five members to be appointed by the city council. Members shall be appointed to places numbered 1 through 5. The terms of office of the members shall be two years beginning on November 1st of the year of appointment. The terms of the odd-numbered places shall expire in the odd-numbered years, and the terms of the even-numbered places shall expire in the even-numbered years. Board members may be appointed to succeed themselves. Vacancies shall be filled by the city council for the unexpired term. Newly appointed members shall be installed at the first regular board meeting after their appointment. All members of the board shall hold office at the pleasure of the city council.

§ 1.04.063 Qualifications of members.

It is the intent of the city council that the board members shall, by reason of diversity of their individual areas of expertise, constitute a board which is broadly representative of various fields of building construction and building standards. In making appointments to the board, the city council will give consideration to persons who are qualified by experience and training to pass on matters pertaining to building construction, mechanical design, plumbing systems or electrical systems, or who have practical experience in matters relating to building construction or value such as a mortgage banker or licensed real estate agent. Members may not be employees of the city.

Current BBA members and terms are as follows:

Place 1 Robin Mosier, expires 10/31/2027

Place 2 Jim Carlson, expires 10/31/2026

Place 3 Damon Bethurum, expires 10/31/2027

Place 4 Roger Cokenour, expires 10/31/2026

Place 5 Gary Sebastian, expires 10/31/2027

The Council Liaison is Josh Berry and the Staff Liaison is Director of Planning and Development David Hawkins.

Existing Code language regarding the appointment of alternates to other boards is attached for reference. Staff would utilize similar language for the Code of Ordinance amendment for BBA upon Council's direction to proceed with such an amendment.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Staff would recommend to the City Council to direct Staff to proceed with a Code of Ordinance amendment to add up to two (2) alternate positions to the BBA.

Attachments:

1. City of Azle existing ordinance regarding alternates on PZC
2. City of Azle existing ordinance regarding alternates on ZBA

§ 1.04.031. Established; membership.

A planning and zoning commission is established, which shall consist of seven members and two alternate members, who shall be appointed by the city council. Each member's term of office shall be two years beginning on November 1st of the year of appointment. Regular members shall be identified by place numbers 1 through 7. Alternate members shall be identified by places designated alternate 8 and alternate 9. Members in even-numbered places shall be appointed to serve terms beginning November 1st of even-numbered years. Members in odd-numbered places shall be appointed to serve terms beginning November 1st of odd-numbered years. Members shall serve until their resignations are accepted. Board members may be appointed to succeed themselves. Should a member resign or be removed from the commission the alternate member with the most seniority shall immediately be moved into the vacated position and council shall appoint a new alternate member to fill the unexpired term. (Ordinance 2019-07, sec. 1, adopted 5/14/19)

§ 1.04.032. Appointment and qualifications of members.

Members of the planning and zoning commission shall be resident citizens and qualified voters in the city, and shall be appointed by a majority vote of a quorum of the members of the city council at any regular or specially called meeting thereof. (2001 Code, sec. 14.102)

§ 34.1. ORGANIZATION OF ZONING BOARD OF ADJUSTMENT.

- A. ESTABLISHMENT - MEMBERSHIP: There is hereby created a Zoning Board of Adjustment, which shall consist of five (5) members who are residents of the city, each to be appointed by the City Council for a staggered term of two (2) years beginning on November 1st of the year of appointment. The City Council shall designate one (1) member as chairperson. Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made. The City Council may also appoint up to four (4) alternate members of the Board who shall serve in the absence of one (1) or more of the regular members when requested to do so by the chairperson of the Board, the City Administrator, or the Mayor. The members and alternate members of the Board shall be identified by place numbers one (1) through nine (9). Members in the even-numbered places shall be appointed to serve terms beginning November 1st of even-numbered years, and members in the odd-numbered places shall be appointed to serve terms beginning on November 1st of odd-numbered years. Each member shall serve until their successor has been appointed and qualified. All cases to be heard by the Board will always be heard by a minimum of four (4) members. Alternate members shall serve a term of two (2) years and any vacancy shall be filled in the same manner. Members and alternate members are subject to removal for cause by the City Council.
- B. RULES OF PROCEDURES: The Board shall adopt rules to govern its proceedings, provided, that such rules are not inconsistent with this ordinance or State law. Meetings of the Board shall be held at the call of the chairperson and at such other times as the Board may determine and in accordance with the Texas Open Meetings Law. The chairperson, or in his or her absence, the vice-chairperson or acting chairperson, may administer oath and compel the attendance of witnesses.
- C. MINUTES: The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep record of its examination and other official actions, all of which shall be immediately filed in the office of the City Secretary and shall be a public record.
- (Ordinance 2013-09, ex. A, adopted 5/7/13)