Regular Session
Council Agenda Packet
April 4, 2024

CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
April 4, 2024
ATTENDANCE SHEET

	Work Session	Regular
Council Member Johnny Shotwell, Place 1	_____	_____
Council Member Jerry Beck, Place 2	_____	_____
Council Member Jesse Johnson, Place 3	_____	_____
Mayor Pro Tem Jim Hirth, Place 4	_____	_____
Council Member Matt Foster, Place 5	_____	_____
Council Member Scott Gilbreath, Place 6	_____	_____
Mayor Billy Davis	_____	_____
Staff:		
Lori Watson, City Manager	_____	_____
Cristina Winner, Asst City Mgr/Comm Serv Director	_____	_____
Matt Elgin, Asst City Mgr/Direct of Projects & Utilities	_____	_____
Rob Allibon, City Attorney	_____	_____
Carol Konhauser, City Secretary	_____	_____
Pleasant Brooks, Fire Chief	_____	_____
Kit Long, Chief of Police	_____	_____
Mike Rocamontes, Public Works Director	_____	_____
Rachel Roberts, Planning & Comm Dev Director	_____	_____
Vacant, HR Administrator	_____	_____

AGENDA
CROWLEY CITY COUNCIL
APRIL 4, 2024
WORK SESSION - 6:30 p.m.

Crowley City Hall
201 E. Main Street
Crowley TX 76036

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

WORK SESSION - April 4, 2024 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. Council to discuss amending the budget for the 2024 Celebration of Freedom event.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

III. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Discuss and consider approving the minutes from the regular meeting held March 21, 2024.

IV. PUBLIC HEARINGS

1. None

V. CITY BUSINESS

1. Discuss and consider approving Budget Amendment #2 for FY 2023-2024 Crime Control and Prevention District, and approve the purchase of equipment and increase in Celebration of Freedom staffing in the amount of $59,490.
2. Council to discuss and consider a budget amendment for the Crowley Connect Senior Program transportation services.
3. Discuss and consider approval of an Amended and Restated Economic Development and Performance Agreement with Four Train Development, LLC.
4. Discuss and consider a Joint Resolution R04-2024-412 between the City of Crowley, Texas, and the Crowley Economic Development Corporation specifying the entity authorized to enter into operational contracts and/or regulate the Crowley Crossing Plaza; and establishing an effective date.
5. Discuss and consider adoption of Resolution R04-2024-413 a resolution of the City Council of the City of Crowley, Texas, designating a Farmer's Market, to be known as the Crowley Market on Main as outlined in Ord. No. 05-2012-181, § 1, 5-15-2012 and authorizing the City Manager to execute a Facilities Usage Agreement between the City of Crowley and Crowley Market on Main, operating under owner/operator Chaz Forester.
6. Discuss and consider adoption of Resolution R04-2024-414 to temporarily close Bicentennial Park on Saturday, July 6, 2024, for the safety of the public during the set up and preparation for the Celebration of Freedom Event.
7. Discuss and consider a Special Event Permit for the Annual Celebration of Freedom Event to be held on Saturday, July 6, 2024, consider adoption of Ordinance No. 04-2024-520 approving the traffic plan for the day of the event.
8. Discuss and consider a Special Event Permit Application to allow a rented carnival ride in the parking lot of the Event Center for a child's birthday party.
9. Discuss and consider Special Event Permit Application for "Arborist in the Park" to be held on April 13, 2024.

VI. ADJOURNMENT

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****

AGENDA
CROWLEY CITY COUNCIL
APRIL 4, 2024
REGULAR SESSION - 7:00 p.m.

Crowley City Hall
201 E. Main Street
Crowley TX 76028

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

REGULAR SESSION - April 4, 2024 - 7:00 pm

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGE TO ALLEGIANCE TO THE AMERICAN AND TEXAS FLAGS

"I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation, under God, indivisible, with Liberty and Justice for all."

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible."

IV. PRESENTATIONS/PROCLAMATIONS

1. Public Safety Telecommunicators Week Proclamation.

V. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Discuss and consider approving the minutes from the regular meeting held March 21, 2024.

VI. PUBLIC HEARINGS

1. None

VII. CITY BUSINESS

1. Discuss and consider approving Budget Amendment #2 for FY 2023-2024 Crime Control and Prevention District, and approve the purchase of equipment and increase in Celebration of Freedom staffing in the amount of $59,490.
2. Council to discuss and consider a budget amendment for the Crowley Connect Senior Program transportation services.
3. Discuss and consider approval of an Amended and Restated Economic Development and Performance Agreement with Four Train Development, LLC.
4. Discuss and consider a Joint Resolution R04-2024-412 between the City of Crowley, Texas, and the Crowley Economic Development Corporation specifying the entity authorized to enter into operational contracts and/or regulate the Crowley Crossing Plaza; and establishing an effective date.
5. Discuss and consider adoption of Resolution R04-2024-413 a resolution of the City Council of the City of Crowley, Texas, designating a Farmer's Market, to be known as the Crowley Market on Main as outlined in Ord. No. 05-2012-181, § 1, 5-15-2012 and authorizing the City Manager to execute a Facilities Usage Agreement between the City of Crowley and Crowley Market on Main, operating under owner/operator Chaz Forester.
6. Discuss and consider adoption of Resolution R04-2024-414 to temporarily close Bicentennial Park on Saturday, July 6, 2024, for the safety of the public during the set up and preparation for the Celebration of Freedom Event.
7. Discuss and consider a Special Event Permit for the Annual Celebration of Freedom Event to be held on Saturday, July 6, 2024, consider adoption of Ordinance No. 04-2024-520 approving the traffic plan for the day of the event.

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****

8. Discuss and consider a Special Event Permit Application to allow a rented carnival ride in the parking lot of the Event Center for a child's birthday party.
9. Discuss and consider Special Event Permit Application for "Arborist in the Park" to be held on April 13, 2024.

VIII. ADVISORY BOARDS AND COMMISSIONS

1. <u>Reports</u>
None

2. <u>Appointments/Reappointments</u>
None

IX. PUBLIC COMMENT

If you wish to make a public comment or discuss subjects not listed on the agenda, please fill out a (yellow) Visitor's Participation card and submit to the City Secretary. There will be no formal actions taken on subjects presented during public comments. Please NOTE council may NOT address or converse with you regarding a NON-AGENDA ITEM. The public comment period will only allow members of the public to present ideas and information to the City Officials and Staff.

X. ITEMS OF COMMUNITY INTEREST

Items of community interest include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognitions of city officials, employees or citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or employee; and announcements involving imminent threats to the public health and safety

XI. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following as permitted by Government Code:

1. **Section 551.071 (Consultation with Attorney)**
2. **Section 551.072 (Deliberations about Real Property)**
3. **Section 551.074 (Personnel Matters)**
4. **Section 551.087 (Business Prospect/Economic Development)**

XII. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

Reconvene into open session and take any necessary action resulting from items posted and legally discussed in Closed Session.

XIII. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, April 4, 2024, of the governing body of the City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

_____
Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:
1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.

The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors and the Economic Development Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****

OFFICE OF THE MAYOR/CITY OF CROWLEY, TEXAS

Proclamation

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

April 14-20, 2024

Whereas, the Congress and the President of the United States have designated the second week of April as National Public Safety Telecommunicator's Week; and

Whereas, the Telecommunicators of the law enforcement agency of the City of Crowley play an essential role in safeguarding the rights and freedoms of Crowley; and

Whereas, Emergencies can occur at any time that requires police, fire, or emergency medical services, and when an emergency occurs, the prompt response of law enforcement, firefighters, and paramedics is critical to the protection and life, and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who contact the Crowley Police Department and Tarrant County 9-1-1; and

Whereas, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services and are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and

Now, Therefore, **be it resolved**, that I, Mayor Billy Davis of the City of Crowley, call upon all citizens of Crowley to observe April 14-20, 2024, as Public Safety Telecommunicator's Week with appropriate observances in which all of our people may join in commemorating dispatchers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

Signed on this the _____ day of _____, 2024.

_____
Billy Davis, Mayor

ATTEST:

_____
Carol Konhauser, City Secretary

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Cristina Winner, ACM	**MEETING DATE:**	April 18, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	Work Session
SUBJECT:	Council to discuss amending the budget for the 2024 Celebration of Freedom event.		

COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Asst. Manager	**CW**	EDC:	
	City Attorney		PD	**KL**	FD	**PB**	Admin:	

BACKGROUND:

Over the years, the annual Celebration of Freedom has experienced significant growth in attendance. While this is undoubtedly positive, it has also brought about challenges, particularly concerning public safety and security.

A small percentage of attendees have engaged in behaviors that necessitate a heightened focus on safety measures. In response, various departments have proposed additional items and services to enhance security protocols and ensure participants' overall safety.

After thorough consideration, our staff is confident that the inclusion of these requested resources will greatly contribute to the event's success. Our collective responsibility is to prioritize the safety and well-being of all attendees, and we believe these measures will help us achieve that goal effectively.

RECOMMENDATION:

Staff respectfully request approval of the changes for the 2024 Celebration of Freedom.

FINANCIAL INFORMATION:

The total cost of the requested budget items is approximately $24,813.52. The CCPD budgets overtime and staffing costs for COF. The additional $14,190 has been added to the CCPD Budget amendment. The remaining amount to be approved would be $10,624. If the council is in favor of the changes, staff will prepare a budget amendment for the 4/18/24 meeting.

ATTACHMENTS:

Cost Breakdown

2024 Celebration of Freedom Budget Requests

Department	Item	Description	Amount
Events	Signage	Additional signage is necessary to communicate with guests regarding various services and activities at the event.	$ 900.00
Public Works	Fencing	The short fencing is designed to be used at events to create a barrier between the audience and backstage activities without taking away from the stage performances. It will maintain a pleasant appearance while offering a physical barrier between the stage, fireworks, and the audience, safeguarding the audience, equipment, band, and staff.	$ 3,950.00
	Light Towers	Rental of additional light towers to increase visibility in the park during event	$ 998.00
	Portable Toilets	Restrooms are needed at the bus loading areas, where staff will be present throughout the day, and passengers will be waiting in bus service lines.	$ 450.00
Fire Department	Staffing	Cost for additional staffing	$ 7,530.00
	Directional signage	Signage to First Aid Stations	$705.00
	Tent & Tables	10x20 Branded Printed tent with table cover, (2) 8 ft. tables	$ 2,400.00
Police Department	Security	Additional security officers to patrol event	$ 3,140.00
	Message Boards	Rental of Message Boards for N. Crowley Road to assist with safety measures and information dissemination.	$ 1,220.52
	Additional Officers	Increase police prescence at this event by 3 officers	$ 3,520.00
TOTAL REQUEST			**$ 24,813.52**

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Carol Konhauser City Secretary	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	V-1
SUBJECT:	Discuss and consider approving the minutes from the regular meeting held March 21, 2024.		

COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Consider approval of minutes as presented.

RECOMMENDATION:

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

FINANCIAL INFORMATION:

Approval of the minutes does not affect the budget.

ATTACHMENTS:

1. Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD MARCH 21, 2024. The City Council of the City of Crowley, Texas met in Work Session on Thursday, March 21, 2024, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were	Mayor Billy P. Davis Council Member Johnny Shotwell, City Council Place 1 Council Member Jerry Beck, City Council Place 2 Council Member Jesse Johnson, City Council Place 3 Mayor Pro-Tem Jim Hirth, City Council Place 4 Council Member Matt Foster, Place 5 Council Member Scott Gilbreath, City Council Place 6
City staff included:	City Manager Robert Loftin Deputy City Mgr/Finance Director, Lori Watson Asst City Mgr/Comm Services Director, Cristina Winner City Attorney, Rob Allibon City Secretary, Carol Konhauser Police Chief, Kit Long Director of Projects & Utilities, Matt Elgin Planning and Comm Dev Director, Rachel Roberts Special Event Coordinator, Julie Hepler
Absent:	None

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Work Session to order at 6:30 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

DISCUSSION OF NON-ACTION ITEMS

1. **None.**

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. **Discuss and consider approving the minutes from the regular meeting held March 7, 2024.**
   No discussion.

PUBLIC HEARING

1. **Hold a public hearing to receive input on the amendment of the Water and Wastewater Impact fees. Discuss and consider adoption of Ordinance 03-2024-519 amending Chapter 86, Article IV, Division 4 "Capital Recovery Fees" and adopting amendments to the Water and Wastewater Impact fees; providing a severability clause; and providing an effective date.**

   No discussion

CITY BUSINESS

1. **Discuss and consider 2023-24 EDC Budget Amendment #1 for the installation of street lights for the Public Parking lot and allocate money for the Grand Opening of the Crowley Crossing.**

   Deputy City Manger Lori Watson explained this was to add lights to the Harris Street Parking lot.

2. **Discuss the proposed guidelines for the Crowley Crossing Plaza and Gerry Teeter & Marilyn Hargrave Dog Park.**

   No discussion

3. **Discuss and consider approving the Developer Agreement with WB Crowley Land, LLC, for Canoe Way Tract 2.**

   No discussion

4. **Council to Ratify the City Manager's appointment of Matt Elgin as Assistant City Manager/Director of Special Projects effective April 1, 2024, pursuant to the Home Rule Charter, Article V. Municipal Administration, Section 5.05 City Departments.**

   No discussion

5. **Discuss and consider approval of a developer agreement for land located generally along S. Hampton Road between FM 1187 and Sendero Oaks Dr.**

   No discussion

ADJOURNMENT
As there was no further business to discuss, the work session was adjourned at 6:38 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD MARCH 21, 2024. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, March 21, 2024, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were	Mayor Billy P. Davis Council Member Johnny Shotwell, City Council Place 1 Council Member Jerry Beck, City Council Place 2 Council Member Jesse Johnson, City Council Place 3 Mayor Pro-Tem Jim Hirth, City Council Place 4 Council Member Matt Foster, Place 5 Council Member Scott Gilbreath, City Council Place 6
City staff included:	City Manager Robert Loftin Deputy City Mgr/Finance Director, Lori Watson Asst City Mgr/Comm Services Director, Cristina Winner City Attorney, Rob Allibon City Secretary, Carol Konhauser Police Chief, Kit Long Director of Projects & Utilities, Matt Elgin Planning and Comm Dev Director, Rachel Roberts Special Event Coordinator, Julie Hepler
Absent:	None

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Regular Session to order at 7:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Media Relations Specialist Jay Hinton followed by the Pledge of Allegiance to the American and Texas Flags.

PRESENTATIONS/PROCLAMATIONS

1. **Proclamation - Child Abuse Prevention Month**
   Proclamation was read by Council Member Jesse Johnson and presented to Jay

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. **Discuss and consider approving the minutes from the regular meeting held March 7, 2024.**

   Council Member Jim Hirth made the motion to approve the Consent Agenda item(s), second by Council Member Jerry Beck; council voted unanimously to approve the motion as presented. Motion carried 7-0.

PUBLIC HEARING

1. **Hold a public hearing to receive input on the amendment of the Water and Wastewater Impact fees. Discuss and consider adoption of Ordinance 03-2024-519 amending Chapter 86, Article IV, Division 4 "Capital Recovery Fees" and adopting amendments to the Water and Wastewater Impact fees; providing a severability clause; and providing an effective date.**

   Mayor Davis opened the public hearing at 7:05 p.m and asked if there was any wishing to speak in favor of or opposition. Nobody came forward and he closed the public hearing at 7:06 p.m.

   Council Member Jesse Johnson made the motion to approve Ordinance 03-2024-519 as modified and amended by the City Attorney; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

CITY BUSINESS

1. **Discuss and consider 2023-24 EDC Budget Amendment #1 for the installation of street lights for the Public Parking lot and allocate money for the Grand Opening of the Crowley Crossing.**

   Council Member Jim Hirth made the motion to approve the 2023-24 EDC Budget Amendment #1 for the installation of street lights and Grand Opening Event; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. **Discuss the proposed guidelines for the Crowley Crossing Plaza and Gerry Teeter & Marilyn Hargrave Dog Park.**

   No action taken.

3. **Discuss and consider approving the Developer Agreement with WB Crowley Land, LLC, for Canoe Way Tract 2.**

   Council Member Matt Foster made the motion to approve the Developer Agreement with WB Crowley Land LLC for Canoe Way Tract 2; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

4. **Council to Ratify the City Manager's appointment of Matt Elgin as Assistant City Manager/Director of Special Projects effective April 1, 2024, pursuant to the Home Rule Charter, Article V. Municipal Administration, Section 5.05 City Departments.**

   Council Member Jesse Johnson made the motion to ratify the appointment of Matt Elgin as Assistant City Manager/Director of Special Projects effective April 1, 2024; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

5. **Discuss and consider approval of a developer agreement for land located generally along S. Hampton Road between FM 1187 and Sendero Oaks Dr.**

   Council Member Matt Foster made the motion to approve the Developer Agreement for the land located along S Hampton Road between FM1187 and Sendero Oaks Dr; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:
   None

2. Appointments/Reappointments:
   None.

PUBLIC COMMENT

Mayor Davis asked if there were any citizens or visitors wishing to speak.

Lezo Foley, 797 Rapid Way, addressed council and discussed his concern about the exit from the Creekside Subdivision onto FM1187.

ITEMS OF COMMUNITY INTEREST

Mayor Davis then asked if there were any community interest items.

EXECUTIVE SESSION

Mayor Billy Davis announced that the City Council would convene into Executive Session at 7:30 p.m. to discuss the appointment and conduct contract negotiations for the new City Manager, pursuant to Section 551.074 of the Texas Government Code.

RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION
At 7:42 p.m. Mayor Davis announced the council would reconvene into open session.

Council Member Matt Foster made the motion to appoint Lori Watson as City Manager and approve the Agreement for Professional Services and Employment; second by Council Member Jerry Beck. council voted unanimously to approve the motion as presented. Motion carried 7-0.

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:43 p.m.

ATTEST:

_____ _____

Billy Davis, Mayor Carol C. Konhauser, City Secretary

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Lori Watson, City Manager	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	VII-1
SUBJECT:	Discuss and consider approving Budget Amendment #2 for FY 2023-2024 Crime Control and Prevention District, and approve the purchase of equipment and increase in Celebration of Freedom staffing in the amount of $59,490.		

COORDINATION:								
	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

The Crowley Police Department needs a new motorcycle unit, as the older traffic bike recently experienced a blown engine and had to be taken out of service. Replacing the engine is not a cost-effective option. We are happy to report that the dealership is giving partial trade-in credit for the bike and diagnostics costs, helping us move forward with our purchase plan.

The Radio project requires computer costs of $6,000, which was not previously budgeted.

Staff is requesting additional funding of $14,190 for Fire Department personnel, outside security to patrol, and additional police officers to work the Celebration of Freedom Event.

RECOMMENDATION:

Staff respectfully recommends approving Budget Amendment #2.

FISCAL INFORMATION:

The total costs of the budget amendment are $59,490.

ATTACHMENTS:

- CCPD 2023-24 Budget Amendment #2
- CCPD Amended 2023-24 Budget
- Buyboard quote for Motorcycle

Crime Control and Prevention District
FY 2023-24 Budget

Budget Amendment #2

2023-24 Budget Revenue over Expenditures			$	473,993
Expenditures:				
	Motorcycle for Traffic Officer	39,300		
	Computer for Radio Project	6,000		
	** Additional staffing for COF	14,190		
	Total Expenditures		$	59,490
	Net Revenue over Expenditures		$	414,503
	** Fire Department additional staffing	7,530.00		
	Outside Security to patrol Event	3,140.00		
	Additional Officers	3,520.00		
				14,190

City of Crowley Texas Police Department
617 Bus. FM 1187 W. Crowley, TX 76036
Quote #03142024-2
03/14/2024
BUYBOARD STATE CONTRACT #724-23
Quote Valid 06/14/2024

Motorcycle:
$19,995.00 2024 Harley-Davidson Police FLHTP Electra Glide - BLACK
– 36mo Factory Police Warranty Included
Motorcycle Total $19,995.00

Equipment:

$269.95 1 Khrome Werks 1.25" x 10" Bars 0601-2845 $299.95
$49.45 1 Harley-Davidson Polyurethane Handlebar Riser Bushings 56298-03A $54.95
$36.45 1 Harley-Davidson Switch Wire Extension Kit 69200034 $40.50
$279.85 1 Harley-Davidson Heated Grip Airflow Black hard wire 56100342 $319.95
$900.00 Labor 7.5hrs @ $120hr Emergency Vehicle Equipment Installation $1,012.50 @ $135hr

$75.55 1 FLHTP Harley-Davidson Chrome Tie Down Brackets 93500011 $83.95
$224.10 1 PDSKID Derby Cover Protection Plate $249.00
$39.56 1 Harley-Davidson Front Fender Skirt 61400312 $43.95

$774.40 1 M08DT Whelen Windshield DUO Array Electra Glide **DDJEE RC/RC/RB/BC/BC** $968.00
$258.40 1 FDFP11RR Whelen 4" Extended LED drive/warn R/C (front par36 emergency lights) $323.00
$258.40 1 FDFP11BR Whelen 4" Extended LED drive/warn B/C (front par36 emergency lights) $323.00

$51.20 2 IONHD3FM Whelen Electra-Glide® Fork Mounting Kit for use with 1 Surface Mount ION $32.00
$286.40 1 IONSV3RC Whelen Surface Mount IONV Red Chrome Housing (90* Fork Mounted) $358.00
$286.40 1 IONSV3BC Whelen Surface Mount IONV Blue Chrome Housing (90* Fork Mounted) $358.00
$363.20 2 Whelen XTLI3JA TRIO™ Red/Blue/Amber Smoked Lens $227.00 2x $454.00
Front Fender Side Surface Mount – Amber to Turns

$3,408.00 1 M4B6R Whelen Motorcycle Box Right-Hand (Curb Side) Opening $4,261.00
$109.60 1 MBADPT14 Whelen Adapter Plate for the Rear Box, 2014-2020 Road King® $137.00
$143.20 1 M4BSEP Whelen Substitute Separation Plate with Battery Hole $179.00

$392.00 1 M4B6CHRG Whelen Battery Charger Includes 115 VAC Receptacle $490.00
$157.50 1 Top Box Battery – Whelen Tour Pak $175.00

$36.80 1 M2KTHD1 Whelen license plate mounting bracket for M2 series Lightheads $46.00
$376.00 2 ML2DJ Whelen NEW DUO™ Red/Blue $235.00 2x $470.00
80.00 2 Blue ID marker lights, OS Square Lens Series Whelen Part# 0SB00SCR $50.00 2x $100.00

$681.60 1 Whelen SA350MH Siren Speaker $852.00
$98.40 1 Whelen SA350MB1 Siren Speaker Bracket $123.00
$670.52 1 Harley-Davidson Siren Amplifier 76000853 $745.02
$85.66 1 Harley-Davidson Amplifier Bracket Kit 69200597 $95.18

$12.14 1 Harley-Davidson Jumper Plug 68437-99 $13.49

$179.95 1 H-D 29400246A SE High Flow-Filter $199.95
$404.96 1 H-D 41001141 SE Pro Street Tuner $449.95
$719.95 1801-1075 S&S Performance Muffler Thruster CHROME W/ BLACK END CAP $799.95

$202.46 1 SoftBrake Rear Brake Chrome SB-014-P+1 $224.95

$3,495.00 806-0033-00 Stalker DSR 2021- Present Compact Harley Davidson Pkg to include:
200-1230-10 + 200-1230-00
$0.00 Transfer Used from trade unit 1 - Setcom MWH-31 Motorcycle PTT Unit

$225.00 1 Parts Shipping

$325.00 1 Custom Emergency Harness / Shop Supplies

$299.00 1 Graphics Package

$4,440.00 Labor 37hrs @ $120hr Emergency Vehicle Equipment Installation $4,995.00 @ 135hr

$20,696.05 Equipment Total

Total Per Unit $40,691.05

$400.00 BuyBoard State Contract Vehicle Fee

($1,500.00) Trade Value – FLHP Dissembled Unit Blown Motor

($299.95) Credit for 1 Laser Holster Mount – From 2023 Unit that did not fit

$39,291.10 Grand Total for One (1) Unit Payment Processed Though BuyBoard

All pricing based on BuyBoard listed pricing or BuyBoard manufacture discounted pricing.
Harley-Davidson Parts & Accessories 10% off MSRP per BuyBoard State Contract
Whelen Emergency Equipment 20% off MSRP per BuyBoard State Contract

All proposed motorcycles to be in full compliance as follow.
This bid includes purchase and installation of listed equipment Police Harley-Davidson Motorcycle/s. The installation of the new emergency equipment shall be done in a manner that it appears to be factory Harley-Davidson (no butt splices, no crimp connector, no split loom shrouding). All connections will either use factory Harley-Davidson Deutsch Connectors or soldered connections with heat-shrink wrap. Harley-Davidson factory connectors shall be used in the areas that regularly need removed for service/replacement of parts (e.g. front PAR36 emergency light housing with LINV Whelen lightheads or Whelen windshield array) **The installation shall include a workmanship/install warranty for the term of at least 2 years** and all work **shall be completed by a currently certified Harley-Davidson Level 5 Electrical Technician. Installation of Whelen lightheads requires the sync function wire is connected in series front and rear to all lightheads so the flash pattern is synchronized and set to a department approved pattern.**
Emergency Equipment Installation is covered by Longhorn Harley-Davidson for a period of 2 years when equipment is purchased / installed at the time of new bike delivery from LHD

David Magers Police & Fleet Account Manager
Longhorn & Maverick Harley-Davidson
Harley-Davidson Police Advisory Board Member
Texas Master Peace Officer & Motor Officer Est 2004
972-935-6904 motorofficer@longhornhd.com
Police Motorcycles Since 1908

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Ashley Becker, Coordinator	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Senior Program	**AGENDA ITEM:**	VII-2
SUBJECT:	Council to discuss and consider a budget amendment for the Crowley Connect Senior Program transportation services.		

COORDINATION:								
	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Asst. Manager	**CW**	EDC:	
	City Attorney		PD		FD		Admin:	

BACKGROUND:

Tarrant County's Meals on Wheels (MOW) has been providing daily transportation for eligible seniors in Crowley to access meals and socialization. While MOW funding has dried up, the city has been covering transportation costs for the past three months. However, the allocated $10,000 has been exhausted, and additional funding is needed to sustain transportation services for existing riders. No new riders will be added to manage costs. Although there's a possibility of MOW funding restoration during this fiscal year, consistent services are essential. Costs for existing riders are detailed below:

-5 day service: $80,080

-3 day service: $48,360

-2 day service: $24,960

Crowley Connect currently has 87 active members, with an average of 25 daily attendees when transportation services are unavailable. Fort Worth residents previously had transit access through Fort Worth, but that funding has ceased. This funding request is exclusive to Crowley residents. In February, the program served 435 breakfasts and 595 lunches. Other pertinent data includes:

- Approximately 2,142 senior citizens reside in Crowley.
- According to the National Council on Aging, 1 in 14 seniors faces food insecurity.

RECOMMENDATION:

Staff respectfully requests approval of funding for 2 day a week service for April-September of 2024 at an estimated cost of $24,960. Staff also requests council direction on if they would like staff to investigate potential costs associated with bringing transit services in-house for the 2025 FY.

FINANCIAL INFORMATION:

The total cost of the requested budget items is approx. $24,960.

ATTACHMENTS:

None

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Lori Watson, City Manager	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	VII-3
SUBJECT:	Discuss and consider approval of an Amended and Restated Economic Development and Performance Agreement with Four Train Development, LLC.		

COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

The Crowley Economic Development Corporation previously entered into a development agreement with Four Train Development, LLC, to improve the property and create a restaurant space. On March 21, 2024, the EDC Board approved an Amended and Restated Economic Development and Performance Agreement. Per section 13.12 of this agreement, the City Council must approve the agreement.

RECOMMENDATION:

Staff respectfully recommends approval of the Amended and Restated Economic Development and Performance Agreement with Four Train Development, LLC.

FISCAL INFORMATION:

There is no financial impact to the city.

ATTACHMENTS:

- Amended and Restated Economic Development and Performance Agreement with Four Train Development, LLC.

AMENDED AND RESTATED ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

This Amended and Restated Economic Development and Performance Agreement (the "Agreement") is entered into as of ~~January 5, 2023~~ April 4~~_____~~, 2024 (the "Effective Date") by and among the Crowley Economic Development Corporation, a Type B economic development corporation located in the City of Crowley (the "City"), Tarrant County, Texas ("EDC"), by and through its Executive Director, and Four Train Days Development, LLC ("Developer"). In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
DEFINITIONS

1.01 "Act" means the Development Corporation Act, codified in Title 12, Subtitle C-1, Chapters 501-505, Texas Local Government Code.

1.02 The terms "Agreement," "Effective Date," "City," "Developer," and "EDC," shall have the meanings provided, above.

1.03 "Capital Investment" means and shall include all costs incurred relating to the improvement of the Property, including the actual design and construction costs and other costs of all buildings, structures, infrastructure, fixed machinery and equipment, utilities, landscaping and other onsite and offsite improvements, including without limitation all labor and materials, engineering costs, surveying costs, fees of consultants, designers and other professionals, landscape design, platting fees, permit fees, geotechnical investigation, construction material testing, and inspection fees. It shall not include costs for financing the construction or marketing of the improvements.

1.04 "Development" means an approximate 3,108 square foot full service restaurant, with at least 51% of its gross revenue derived from the sale of food, as more fully described and depicted in the site plan attached as Exhibit B.

1.05 "Opening Date" means that date on which the restaurant obtains a certificate of occupancy and fully opens the Development and commences full operations.

1.06 "Project" means incentives offered by the EDC to encourage Developer to locate the Development in Crowley.

1.07 "Property" means an approximate .34-acre tract of land owned by the EDC located generally at 101 N. Magnolia Street, Crowley, Texas, more fully described in the attached Exhibit A, including the structures and improvements.

ARTICLE 2
RECITALS

2.01 The EDC currently owns the real property and the structures on the Property, which is current vacant and is not being used by the EDC.

2.02 The Property is currently zoned as Downtown Core District, DT-C.

2.03 The EDC desires to have the Property redeveloped in accordance with the master plan for the Downtown Core District.

2.04 The Developer desires to renovate the structures on the Property and develop the Property with a full-service restaurant and bar.

2.05 The EDC and the Developer previously entered into that certain Economic Development and Performance Agreement on January 5, 2023 relating to the development of the Property (the "Original EDPA").

2.06 The EDC and the Developer have agreed to make certain amendments to the terms of the Original EDPA, and therefore desire to enter into this Amended and Restated Economic and Development Agreement to supersede and replace the Original EDPA.

2.07 The EDC has agreed to convey the Property without charge to the Developer, and the Developer has agreed to construct and operate the Development on the Property, as more fully described herein.

2.08 This Agreement shall operate as a covenant running with the land and be binding upon Developer and its representatives, officers, agents, servants, employees, successors and assigns.

2.09 The EDC has determined and found that the Project and Development, as defined herein, will create jobs as defined by the Act, and that the expenditures of the Corporation set forth in this Agreement are suitable or required for the promotion of new business development, and fall within the definition of a "project" pursuant to Section 505.158 of the Act.

2.10 The EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the Development being located in the City, and desires to have the Developer construct and operate the Development in the City.

2.11 The Development will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Development is anticipated to outweigh the amount of expenditures required of the Corporation by the Project under this Agreement.

2.12 The EDC has found the Development will contribute to an increase in economic

development in the City.

ARTICLE 3.
AUTHORIZATION

The EDC finds and determines that this Agreement is authorized and governed by the Act.

ARTICLE 4.
TERM

The term of this Agreement shall commence on the Effective Date and continue for a term of ~~ten~~ five (~~10~~5) years commencing on the City's issuance of a certificate of occupancy for the Development.

ARTICLE 5.
COVENANTS OF DEVELOPER

5.01 Covenants Regarding Developer Development and Operations. In consideration of EDC agreeing to make the Project incentives in accordance with the terms, provisions and conditions of this Agreement, Developer agrees that it will do all of the following, which are not their obligations, but are duties that must be fulfilled in order to receive EDC incentives:

(A) Design and pay for the construction of all phases of the Development in conformance with the criteria and development standards set forth in the site plan and floor plan, attached as Exhibit B, the development elevations attached as Exhibit C, and the ordinances of the City of Crowley, resulting in a Capital Investment by Developer in an amount equal to at least $350,000 including construction costs of the Development.

(B) Be solely responsible for the design and construction costs of the Development, and comply with all subdivision and development regulations, building codes and other ordinances of the City applicable to the Development, including the exterior building materials and construction standards as shown and depicted in the Development elevations attached as Exhibit C.

(C) Obtain a certificate of occupancy for the Development no later than ~~June 30, 2024~~ July 31, 2025.

(D) Operate the Development for at least five (5) years after the Opening Date. Developer shall not sell, transfer, or assign the Property for a use other than a full service restaurant, and the City will not issue a certificate of occupancy for a use other than a full service restaurant, during this five (5) year period, without the prior written consent of the EDC and the City. Except for an act of God, the original structure at the Property shall remain; although the structure may be remodeled in accordance with the City's development standards.

(E) Engage in operations at the Development in a manner that will create jobs and be economically beneficial to the City.

(F) Be responsible for construction costs and all maintenance of all on-site improvements for the Property and Development.

(G) Be responsible for payment of all normal development fees to the City, including but not limited to building permit fees and impact fees.

(H) Remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.

(I) Use the Property at all times in a manner that is consistent with the general purpose of encouraging development within the City. In this regard, both parties agree that the use of the Property in accordance with this Agreement is consistent with such purpose.

ARTICLE 6.
INCENTIVES BY THE EDC

6.01 Subject to and contingent upon Developer complying with its duties and obligations under this Agreement, EDC agrees that, subject to the terms and conditions contained herein, EDC shall make the incentives and contributions according to the schedule set forth in this article.

6.02 ~~Upon completion of the construction of the renovations/improvements on the Property, and the issuance by the City of a certificate of occupancy for the Development, the EDC agrees to grant the Property to Developer at no cost via special warranty deed. Developer shall pay for any required survey and title policy on the Property, and the transaction shall close at a title company of the Developer's choosing. All closing costs shall be paid by Developer.~~ Upon execution of this Agreement, the City agrees to grant the Property to Developer at no cost via special warranty deed in the form attached hereto as Exhibit "D" and incorporated herein by reference. The deed shall contain a right of reverter to the City in the event Developer fails to complete the Project and obtain a certificate of occupancy for the Project by July 31, 2025, fails to operate the Project in compliance with this Agreement for at least five (5) years after the issuance of the certificate of occupancy, or fails to comply with any other obligation of Developer under Article 5 hereof.

~~6.02 In the event the Developer obtains financing from any source to construct the Development, the EDC agrees to consent to the creation of a lien encumbering the Property to secure such financing.~~

6.03 Developer additionally covenants and agrees that it will be solely responsible and liable for any labor or materials furnished for the construction of the Development and that no mechanic's or other lien for any such labor or materials shall attach to or affect the Property. The Developer shall provide in all agreements executed by any contractor or subcontractor and all others who will furnish plans, labor or materials in connection with

work on the Property that no mechanic's or materialmen's lien may arise from such person furnishing plans, labor, or materials with respect to any such work at the Property.

If any such lien shall be filed against the Property, Developer shall take such action by bonding, deposit or paying any sum of money required to discharge any such lien. In such event, and provided the lien has not been discharged within sixty (60) days after notice from the EDC to the Developer, and the payment is not made, the Developer's failure to pay shall be an event of default.

ARTICLE 7.
AUTHORITY; COMPLIANCE WITH LAW

7.01 Developer hereby represents and warrants to the EDC that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

7.02 Notwithstanding any other provision of this Agreement, Developer and operation of the Development shall comply with all federal, state, and local laws.

7.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the EDC contributions received by Developer as of the date of such violation within 120 business days after the date Developer is notified of such violation, plus interest at the rate City is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this section.

ARTICLE 8.
DEFAULT AND REMEDIES

8.01 Default by Developer. In the event: (i) Developer fails to fulfill its obligations of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City provided that Developer retains the right to timely and properly protest and/or contest any such taxes; or (iii) Developer materially breaches any of the material terms and conditions of this Agreement, then Developer after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, EDC shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within sixty 60 days after receipt of such notice, the EDC may terminate this Agreement by written notice to Developer, and by action or proceeding at law or in equity, may be awarded damages and/or specific performance for such default. This Section shall survive termination of this Agreement.

8.02 Default by EDC. In the event the EDC materially breaches the provisions of this Agreement, and if the EDC has not cured such breach or default within sixty (60) days after receipt of written notice of such breach or default, Developer may be awarded specific

performance for such default by action or proceeding at law or in equity. This Section shall survive termination of this Agreement.

8.03 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the EDC.

ARTICLE 9.
VENUE AND GOVERNING LAW

This Agreement is fully performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. To the extent permitted by law, the substantive laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state courts in Tarrant County, Texas.

ARTICLE 10.
FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, inability to obtain, any permit and/or legal authorization (including engineering approvals by any governmental entity), inability to obtain, governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 11.
ASSIGNMENT

Developer may not assign any part of this Agreement without the written consent or approval of the EDC; provided that Developer may, without the EDC's consent, assign this Agreement to an entity controlling, controlled by, or under common control with Developer.

ARTICLE 12.
INDEMNIFICATION

12.01 **THE CITY AND THE EDC SHALL NOT BE LIABLE TO DEVELOPER, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, DEVELOPER AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND THE EDC, AND THEIR OFFICERS, AGENTS, AND**

EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, ARISING FROM THE CONDUCT, MANAGEMENT OR OPERATIONS OF THE DEVELOPER'S DEVELOPMENT, FROM ANY BREACH BY DEVELOPER OF ANY CONDITION OF THIS AGREEMENT, OR ARISING IN ANY WAY OUT OF THE PERFORMANCE OF THIS AGREEMENT. This provision is solely for the benefit of the City and the EDC, and their officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.

12.02 Nothing in this Agreement shall be construed as waiving any governmental immunity available to the City or the EDC under state law.

12.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City and the EDC (including their past, present and future officers, elected officials, directors, employees and agents) do not assume any responsibility to any third party in connection with the construction or operation of the Development.

ARTICLE 13.
MISCELLANEOUS MATTERS

13.01 Access to Information. Developer agrees to provide the EDC, upon reasonable notice, access to information related to the construction of the Development, and other information necessary to fulfill this Agreement, throughout the term of this Agreement.

13.02 Mutual Assistance. Developer and the EDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

13.03 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

13.04 Agreement Subject to Applicable Law. This Agreement is made subject in accordance with the Crowley Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws, violation of which shall constitute a default of this Agreement.

13.05 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

13.06 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement. The Original EDPA between the parties is hereby superseded and replaced by this Agreement.

13.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer: Four Train Days Development-, LLC
2112 Hidden Creek
Fort Worth, Texas 76107
Telephone: 817-966-1513

EDC: Crowley Economic Development Corporation
201 Main Street
Crowley, Texas 76036
Attn: ~~Robert Loftin~~Lori Watson, Executive Director
Telephone: (817) 297-2201

13.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

13.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this

Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

13.12 Approval by the City. This Agreement ~~shall not be binding on the EDC until~~ was approved by the City Council of the City of Crowley, Texas ~~has approved it~~ on April 4~~_____~~, 2024 as required by the Act.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CROWLEY ECONOMIC DEVELOPMENT CORPORATION,
a Type B economic development corporation

By:

_____

Name: ~~Robert Loftin~~Lori Watson

Title: ~~Economic Development~~ Executive Director

Date: _____

CITY OF CROWLEY

By:

_____

Name: ~~Robert Loftin~~Lori Watson

Title: City Manager

Date: _____

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 20~~__~~24 by ~~Robert Loftin~~Lori Watson, known personally by me to be the ~~Economic Development~~ Executive Director of Crowley Economic Development Corporation, on behalf of said corporation.

[Notary Seal]

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 20~~__~~ 24 by ~~Robert Loftin~~Lori Watson, known personally by me to be the City Manager of the City of Crowley, on behalf of said City.

[Notary Seal]

_____
Notary Public, State of Texas

~~APPROVED AS TO FORM:~~

_____

~~Robert M. Allibon, Legal Counsel~~

DEVELOPER: FOUR TRAIN DAYS DEVELOPMENT, LLC

By: _____
Name: Edwin K Neville III
Title: Principal
Date: _____

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 20~~22~~24 by Edwin K. Neville III, known personally by me to be the Principal of Developer Four Train Days Development, LLC, on behalf of said company.

[Notary Seal]

_____
Notary Public, State of Texas

Exhibit A
Property Description

Being a tract or parcel of land situated in the City of Crowley, Tarrant County, Texas being all of Lots 8, 9, and 10, Block 12, Original Town of Crowley according to the plat recorded in Volume W, Page 230, Deed Records, Tarrant County, Texas, being more particularly described as follows:

Beginning at an “X” cut in concrete found for corner at the intersection of the west line of Magnolia Street (50’ right-of-way) with the northerly line of Main Street (80” right-of-way), being the southeast corner of said Lot 10, Block 12 of said Original Town of Crowley; or less.

Thence North 80 °00' 00" West with the northerly line of said Main Street and the southerly line of said Lot 10, passing a 5/ 8" iron rod found for corner at the southwest corner of said Lot 10 at 114.76 feet continuing in all a distance of 134.76 feet to a 5/ 8" iron rod found for corner at the intersection of the northerly line of said Main Street with the easterly line of Texas Street (60' right-of-way), being the southwest corner of this tract;

Thence North 10 °00' 00" East with the easterly line of said Texas Street and the westerly line of said tract as partially abandoned a distance of 90. 00 feet to a' / 2" iron rod with orange plastic cap stamped "Texas Surveyors" set for corner in the easterly line of said Texas Street and the westerly line of said tract as partially abandoned, being the northwest corner of this tract;

Thence South 80 °00'00" East passing a 5/ 8" iron rod found for corner at the northwest corner of said Lot 8 at 20. 00 feet continuing in all a distance of 134.73 feet to a %" iron rod found for corner in the westerly line of said Magnolia Street, being the northeast corner of said Lot 8; Thence South 09 °59' 52" West with the westerly line of said Magnolia Street and the easterly line of said Block 12 a distance of 90. 00 feet to the POINT OF BEGINNING and containing 0. 28 acres of land, more or less.

~~Crowley Original Town Block 12 Lot 8A, 8B, 9 & 10’ Vacated St. on W~~

Exhibit B
Development Site Plan and Floor Plan

Exhibit C
Development Elevations

Exhibit D
Special Warranty Deed

SITE PLAN 1
SCALE: 3/32" = 1'-0"

NORTH

SCHWARZ HANSON ARCHITECTS

FRED'S
TEXAS CAFE
SCHWARZ
HANSON
ARCHITECTS

FREDDY'S
TEXAS CAFE
BEER | BURGERS | MUSIC
SCHWARZ
HANSON
ARCHITECTS

SCHWARZ
HANSON
ARCHITECTS

SCHWARZ
HANSON
ARCHITECTS

SCHWARZ
HANSON
ARCHITECTS

SCHWARZ
HANSON
ARCHITECTS

FRED'S
TEXAS CAFE
BEER | BURGERS | MUSIC
SCHWARZ
HANSON
ARCHITECTS

SCHWARZ
HANSON
ARCHITECTS

SPECIAL WARRANTY DEED WITH REVERTER RIGHTS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2024

Grantor: CROWLEY ECONOMIC DEVELOPMENT CORPORATION

Grantor's Mailing Address: 201 E. Main
Crowley, Texas 76036

Grantee: Four Train Days Development, LLC

Grantee's Mailing Address: 2112 Hidden Creek
Fort Worth, Texas 76107

Consideration: $10.00 and other good and valuable consideration, including the Amended and Restated Economic Development and Performance Agreement dated April 4, 2024 between Grantor and Grantee (the "EDPA"), a copy of which is attached as Exhibit "A."

Property (including any improvements): See attached Exhibit "B"

Reservations and Exceptions to Conveyance and Warranty: This conveyance is made subject to any covenants, conditions, easements and restrictions recorded in the public records of Tarrant County, and all easements, setback lines and other matters shown on the recorded plat of the Property.

Reverter Rights:

Right of Reverter for Failure to Comply with EDPA. Should Grantee fail to comply with any of Grantee's obligations under Article 5 of the EDPA relating to the Property, Grantor shall have the right to re-enter and take possession of the Property and declare a termination in favor of Grantor of the title, and of all the rights, title and interests in the Property and that such title, and all rights, title and interests to the Property (including without limitation all appurtenant rights and interests thereto and all improvements made by Grantee thereon, but without any refund of the Consideration or any other payment by Grantee to Grantor made hereunder) upon notice from the Grantor to Grantee ("Notice of Reversion"), shall revert to Grantor upon Grantor's recordation of the Notice of Reversion in the Tarrant County, Texas, Real Property Records (the "Reverter"). The Notice of Reversion shall be evidence of the Reverter without any further action on the part of either party.

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, and the Right of Reverter, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

It is understood and agreed that all restrictions set forth in this instrument will apply to and run with the conveyed land, and all successive future owners and occupants will be similarly bound by, and will have the same right to invoke and enforce, the restrictions applicable to this conveyance as the original parties to this instrument. Grantee agrees that all the covenants, conditions, and other restrictions contained in this deed will be inserted in full in all future deeds of the above-described property conveyed by this deed. The acceptance of this deed by the Grantee will constitute an acceptance of all the terms, conditions, limitations, restrictions, and uses to which the above described property conveyed by this deed is made. Should any deed of trust or mortgage be foreclosed on the property to which this instrument refers, the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, will be subject to and bound by all the covenants, conditions, and other restrictions set forth in this instrument.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE AND ANY REPRESENTATIONS OR WARRANTIES CONTAINED IN THE 380 AGREEMENT, IF ANY, BETWEEN GRANTOR AND GRANTEE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THIS DEED. GRANTEE FURTHER RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

GRANTOR:

CROWLEY ECONOMIC DEVELOPMENT CORPORATION

By: _____
Lori Watson, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me, the undersigned authority on this day personally appeared Robert Loftin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Executive Director of the Crowley Economic Development Corporation, and that he executed this instrument on behalf of said entity for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

My Commission Expires:_____

AFTER RECORDING RETURN TO:

City of Crowley
Attn: City Secretary
201 E. Main
Crowley, Texas 76036

EXHIBIT A

AMENDED AND RESTATED ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

EXHIBIT B

PROPERTY DESCRIPTION

Being a tract or parcel of land situated in the City of Crowley, Tarrant County, Texas being all of Lots 8, 9, and 10, Block 12, Original Town of Crowley according to the plat recorded in Volume W, Page 230, Deed Records, Tarrant County, Texas, being more particularly described as follows:

Beginning at an “X” cut in concrete found for corner at the intersection of the west line of Magnolia Street (50’ right-of-way) with the northerly line of Main Street (80” right-of-way), being the southeast corner of said Lot 10, Block 12 of said Original Town of Crowley; or less.

Thence North 80 °00' 00" West with the northerly line of said Main Street and the southerly line of said Lot 10, passing a 5/ 8" iron rod found for corner at the southwest corner of said Lot 10 at 114.76 feet continuing in all a distance of 134.76 feet to a 5/ 8" iron rod found for corner at the intersection of the northerly line of said Main Street with the easterly line of Texas Street (60' right-of-way), being the southwest corner of this tract;

Thence North 10 °00' 00" East with the easterly line of said Texas Street and the westerly line of said tract as partially abandoned a distance of 90. 00 feet to a' / 2" iron rod with orange plastic cap stamped "Texas Surveyors" set for corner in the easterly line of said Texas Street and the westerly line of said tract as partially abandoned, being the northwest corner of this tract;

Thence South 80 °00'00" East passing a 5/ 8" iron rod found for corner at the northwest corner of said Lot 8 at 20. 00 feet continuing in all a distance of 134.73 feet to a %" iron rod found for corner in the westerly line of said Magnolia Street, being the northeast corner of said Lot 8; Thence South 09 °59' 52" West with the westerly line of said Magnolia Street and the easterly line of said Block 12 a distance of 90. 00 feet to the POINT OF BEGINNING and containing 0. 28 acres of land, more or less.

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Lori Watson, City Manager	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	VII-4
SUBJECT:	Discuss and consider a Joint Resolution R04-2024-412 between the City of Crowley, Texas, and the Crowley Economic Development Corporation specifying the entity authorized to enter into operational contracts and/or regulate the Crowley Crossing Plaza; and establishing an effective date.		

COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Now that the Crowley Crossing is open and events are beginning to be planned, the question has come up about which entity the contracts should be with since both the city and the EDC own property within the plaza. It is required by law that the city approve all expenditures of the EDC. After discussing this with the city attorney, it was determined that the process would be streamlined if the city entered into all operational contracts for the plaza.

RECOMMENDATION:

Staff respectfully requests approval of the Joint Resolution R04-2024-412.

FISCAL INFORMATION:

The funding for any of the contracts will be approved and budgeted by the EDC or the city accordingly.

ATTACHMENTS:

- Joint Resolution R04-2024-412

JOINT RESOLUTION NO. R04-2024-412

A JOINT RESOLUTION BETWEEN THE CITY OF CROWLEY, TEXAS AND THE CROWLEY ECONOMIC DEVELOPMENT CORPORATION SPECIFYING THE ENTITY AUTHORIZED TO ENTER INTO OPERATIONAL CONTRACTS AND/OR REGULATE THE CROWLEY CROSSING PLAZA; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the Crowley Economic Development Corporation (the "CEDC") is a Type B Economic Development Corporation, created and operating in accordance with the Development Corporation Act, codified in Title 12, Subtitle c-1, Chapters 501-505, Texas Local Government Code (the "Act"); and

WHEREAS, the redevelopment of downtown Crowley has been a top priority of the City and the CEDC, including the addition of a large plaza and park area providing additional gathering spaces in the downtown corridor (known as the "Crowley Crossing Plaza"); and

WHEREAS, the City owns a portion of the real property comprising the Crowley Crossing Plaza, and the CEDC owns a portion of the real property comprising the Crowley Crossing Plaza; and

WHEREAS, the City and the CEDC have each spent funds to acquire the real property and to construct the improvements for the Crowley Crossing Plaza; and

WHEREAS, all expenditures of the CEDC require City Council approval pursuant to the Act; and

WHEREAS, the CEDC and the City desire to enter into this joint resolution to specify that the City, acting through the City Council, shall be the entity authorized to enter into all operational contracts and/or to regulate the Crowley Crossing Plaza; and

WHEREAS, the City Council hereby authorizes the Mayor, and the Board of the CEDC hereby authorizes its President, to execute this joint resolution on behalf of each entity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS AND THE BOARD OF THE CROWLEY ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1.

The City Council of the City, and the Board of the CEDC, hereby agree that the City Council of the City shall be the entity authorized to enter into all operational contracts relating to the Crowley Crossing Plaza and/or to regulate the Crowley Crossing Plaza from and after the

effective date of this Joint Resolution. This authorization does not include the authority to sell or exchange any real property interest in the Crowley Crossing Plaza.

SECTION 2.

This Joint Resolution shall be effective as of the date it is approved by the City Council of the City and the Board of the CEDC.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS ON THIS _____ DAY OF _____, 2024.

CITY OF CROWLEY

_____
Billy P. Davis, Mayor

ATTEST:

_____
Carol Konhauser, City Secretary

PASSED AND APPROVED BY THE BOARD OF THE CROWLEY ECONOMIC DEVELOPMENT CORPORATION ON THIS _____ DAY OF _____, 2024.

CROWLEY ECONOMIC DEVELOPMENT CORPORATION

_____
Jesse Johnson, Board President

ATTEST:

_____
Carol Konhauser, Board Secretary

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Julie Hepler, Coordinator	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Main Street	**AGENDA ITEM:**	VII-5
SUBJECT:	Discuss and consider adoption of Resolution R04-2024-413 a resolution of the City Council of the City of Crowley, Texas, designating a Farmer's Market, to be known as the Crowley Market on Main as outlined in Ord. No. 05-2012-181, § 1, 5-15-2012 and authorizing the City Manager to execute a Facilities Usage Agreement between the City of Crowley and Crowley Market on Main, operating under owner/operator Chaz Forester.		

COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		ACM	**CW**	Other:	
	City Attorney		PD		FD		Other:	**JH**

BACKGROUND:

City staff have received requests from citizens, regarding the establishment of a farmer's and artisan market in the City of Crowley. The newly developed Crowley Crossing provides the ideal location for a community market and plaza guidelines state that the City may contract on a case-by-case basis with vendors to provide recurring events within a specific date range. The attached agreement pertains to the utilization of the plaza space for the Crowley Market on Main. Typically, the market will operate on designated Sundays during specified seasons, with occasional exceptions permitted under the agreement.

To maintain the authenticity of a genuine Farmer's Market, a minimum of 25% of participating vendors will offer homegrown or prepared food and beverage items. Additionally, handmade artisan products such as soaps, artwork, jewelry, etc., will be featured. The market will enforce standards regarding the types of items sold, and vendors will be required to enter into separate agreements with the market organizers.

The owner/operator responsible for the market will oversee all operational aspects, including vendor compliance with relevant rules and regulations at the federal, state, and local levels, as well as developing and maintaining a website, social media presence, etc. The city will have the option to secure booth space to promote municipal services and programs during market hours. Mr. Forester has several years of experience running these types of markets in the surrounding area and has had tremendous success in his previous endeavors.

City staff has proposed a Facilities Usage Agreement with Chaz Forester to manage the Crowley Market on Main at Crowley Crossing. To operate a Farmer's Market on public property, the operator must hold a valid permit and obtain city permission, which may be designated by council resolution. The resolution must specify:

1. The market's location, dates, and hours of operation.
2. The sponsoring organization's name.
3. The designation term.

4. Approval of rules and regulations governing market operation, with subsequent amendments requiring city council approval.

The owner/operator has submitted vendor rules and regulations. The Facilities Usage Agreement encompasses these regulations and complies with Ordinance No. 05-2012-181, § 1. The owner/operator agrees to maintain general liability insurance of no less than $1,000,000.00 for personal injury or death per occurrence, naming the City as an additional insured. Proof of insurance is required before permit issuance and usage of City property.

RECOMMENDATION:

Staff recommends adoption of Resolution R04-2024-41 and respectfully requests council approval for the City Manager to execute the Facilities Usage Agreement.

FINANCIAL INFORMATION:

The Market seeks $2,000 for marketing materials to promote the new market, including a banner, temporary signs, website development, and radio ads. Existing advertising funds will cover this expense.

To support the establishment and expansion of the Crowley Market on Main, staff recommends the waiver of rental fees for the 2024 Spring/Summer season (April 1st - August 31st). Staff recommends implementing a fee of $250 per month for the 2024 Fall/Winter season. This rate will undergo annual evaluation and adjustment during contract renewal.

ATTACHMENTS:

1. Facilities Usage Agreement and Vendor Rules and Regulations
2. Resolution

FACILTIES USAGE AGREEMENT BETWEEN
CITY OF CROWLEY
AND
CROWLEY MARKET ON MAIN

This AGREEMENT is made by and between the City of Crowley ("City") and the Crowley Market on Main (CMM), operating under _____. City and CMM may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, City is the owner of the area of land hereinafter called "Crowley Crossing on Main Street"; and

WHEREAS, CMM desires to enter into an agreement so that CMM may use a portion of the Crowley Crossing for the purpose of a farmer's and artisan market; and

WHEREAS, City and CMM have determined that such an agreement would benefit both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Appointment and Exclusivity

1.01 The City hereby designates, appoints and authorizes CMM to be the only renter of the designated space included as Attachment 1 at agreed upon times. CMM hereby accepts such appointment and agrees to discharge its responsibilities as provided herein during the term of this Agreement. It is agreed and understood, however, that the City remains the owner of the property.

Article II
Rights and Duties of CMM

2.1 CMM will have the right to conduct the market activities on the above-mentioned property upon this agreement's execution beginning April 1, 2024 until December 16, 2024. The hours of operation shall be limited to between 7:00 AM and 2:00 PM on Sundays; or Friday evenings between the hours of 2:00 PM and 10:00 PM only with prior approval from the Main Street Coordinator. Times outlined in this agreement include set up and tear down of vendor booths.

2.2 CMM will have the right to operate up to four (4) special edition "Date Night" farmers market. Dates for these special edition markets must be pre-approved in writing by the City with 21 days advance notice. Coordination between CMM and the city will ensure there are no conflicting events when a special edition evening market is proposed.

2.3 In the event that a Sunday market is canceled due to inclement weather, the market may reschedule to the Friday following the canceled date. Coordination between CMM and the city will ensure there are no conflicting events when this occurs. City will make the final determination regarding inclement weather and operation of the market.

2.4 CMM guarantees a minimum of 25% of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer's Market.

2.5 CMM shall cease operation of any particular date at the request of City with at least 10 days' notice.

2.6 CMM acknowledges that the parking spaces located along Hampton are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces CMM intends to utilize, the City shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the market area, CMM shall set-up the market in a way that the vehicle is not impeded from exiting.

2.7 CMM agrees to keep and restore the utilized area to an equal or better condition than that prior to any activities. This includes trash and debris pickup. CMM will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by CMM, its officers, agents, employees or invitees.

2.8 CMM acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Crowley Crossing Plaza on Main Street and may be utilized as needed.

2.9 CMM shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by the Tarrant County Health Department.

2.10 Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the City's discretion.

2.11 CMM shall be allowed to host food vendors to sample open or time/ temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by the Tarrant County Health Department. Failure to comply with any permitting requirements may result in a particular vendor being

banned from participating in future markets at the City's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site). Vendors shall comply with any and all regulations concerning the sale and distribution of alcoholic beverages.

2.12 CMM shall comply with all local, state, and federal regulations. This includes regulations of the Tarrant County Public Health office when applicable.

2.13 CMM and any vendors shall only engage in retail sales of agricultural products and artisanal items and other items customarily found in a farmers market for sale to the general public. For purposes of this section, the food trucks authorized in Section 2.11 shall be considered an item customarily found in a farmers market for sale to the general public.

2.14 The City of Crowley shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with the operator a minimum of one (1) week in advance.

2.15 At such time tenants occupy City Hall adjacent to the Crowley Crossing Plaza, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.

2.16 The City shall have the right to approve any promotional marketing and signage for the CMM to ensure materials meet existing sign ordinances and design standards.

Article III
Terms

3.1 The City and CMM agree upon CMM's payment of $0.00 per vendor/ per day that the market operates during the 2024 Spring/Summer season , with the rate to be $250 a month at the commencement of the 2024 Fall/Winter season.The rate will evaluated and established annually at the time of contract renewal. For the purposes of this agreement the Spring/Summer season is defined as April 1-August 31st. Fall/Winter season is defined as September 1-December 31st.

3.2 CMM shall be required to pay Two Hundred Dollars ($200.00) as a clean-up fee in the case that the property is not restored to the condition prior to activities. The fee shall be assessed at the ~~City's discretion.~~

3.3 CMM shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated at INSERT WEB ADDRESS

Article IV
Insurance and Hold Harmless

4.1 CMM agrees to provide City a certificate of insurance as proof that it has secured and paid for a policy providing general liability insurance covering all risks related

to the use, maintenance, existence or location of the areas used under this Agreement. The amounts of such insurance shall not be less than $1,000,000.00 for personal injury or death, each occurrence. The certificate of insurance shall be provided to the City prior to the issuance of any permit and any usage of the City's property.

4.2 City shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and providing that such policies may not be cancelled unless City is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to City. CMM shall provide evidence satisfactory to City that such coverage has been procured and is being maintained at all times during the term of this Agreement.

4.3 CMM SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY OFFICER, EMPLOYEE, OR OFFICIAL OF THE CITY OF CROWLEY, TEXAS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF CMM, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OR PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH CMM'S OPERATION, MAINTENANCE, USE OR CONDITION OF THE AREAS DESIGNATED FOR CMM'S USE UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

Article V
Severability

5.01 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

Article VI
Termination

6.01 The City retains the sole and exclusive right to terminate this Agreement at any time, provided CMM is notified seven (7) days in advance of said Termination. Should CMM violate any term of this Agreement, the seven-day notice is waived and the Agreement terminates upon notification to CMM by City.

Article VII
Independent Contractor

7.01 In executing this Agreement and in performing their respective obligations, the City and CMM are acting independently and not in any form of partnership or joint venture. The City assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

Article VIII
Miscellaneous

8.1 City may be excused from performance under this Agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that City has prudently and promptly acted to take any and all steps that are within City's control to ensure performance and to shorten the duration of the event of Force Majeure. If City suffers an event of Force Majeure, it shall provide notice of the event to the CMM immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.

8.2 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To CMM:	**To the City:**
INSERT CMM HERE	City of Crowley c/o City Manager 201 E. Main St. Crowley, TX 76036

8.3 This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.

8.4 This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.

8.5 Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.

8.6 Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

8.7 This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Tarrant County, Texas.

8.8 [This section intentionally left blank.]

8.9 Nothing contained in this Agreement shall be construed as a waiver of the city's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the city by law, except to the extent expressly provided or necessarily implied herein.

8.10 Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any city ordinance or regulation, or the waiver of any requirement of any city ordinance or regulation.

(Signature pages to follow)

EXECUTED this_____day of_____, 2024.

BY:_____
Lori Watson, City Manager

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me,_____ , the undersigned notary public, on this day personally appeared Lori Watson as City Manager of the City of Crowley, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this_____day of_____, 2024.

_____
Notary Public, State of Texas

My Commission Expires:_____

Commission Number:_____

Executed on the date first written above.

EXECUTED this_____day of_____, 2024.

BY:_____
Designee
CROWLEY MARKET ON MAIN

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me,_____ , the undersigned notary public, on this day personally appeared_____ who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

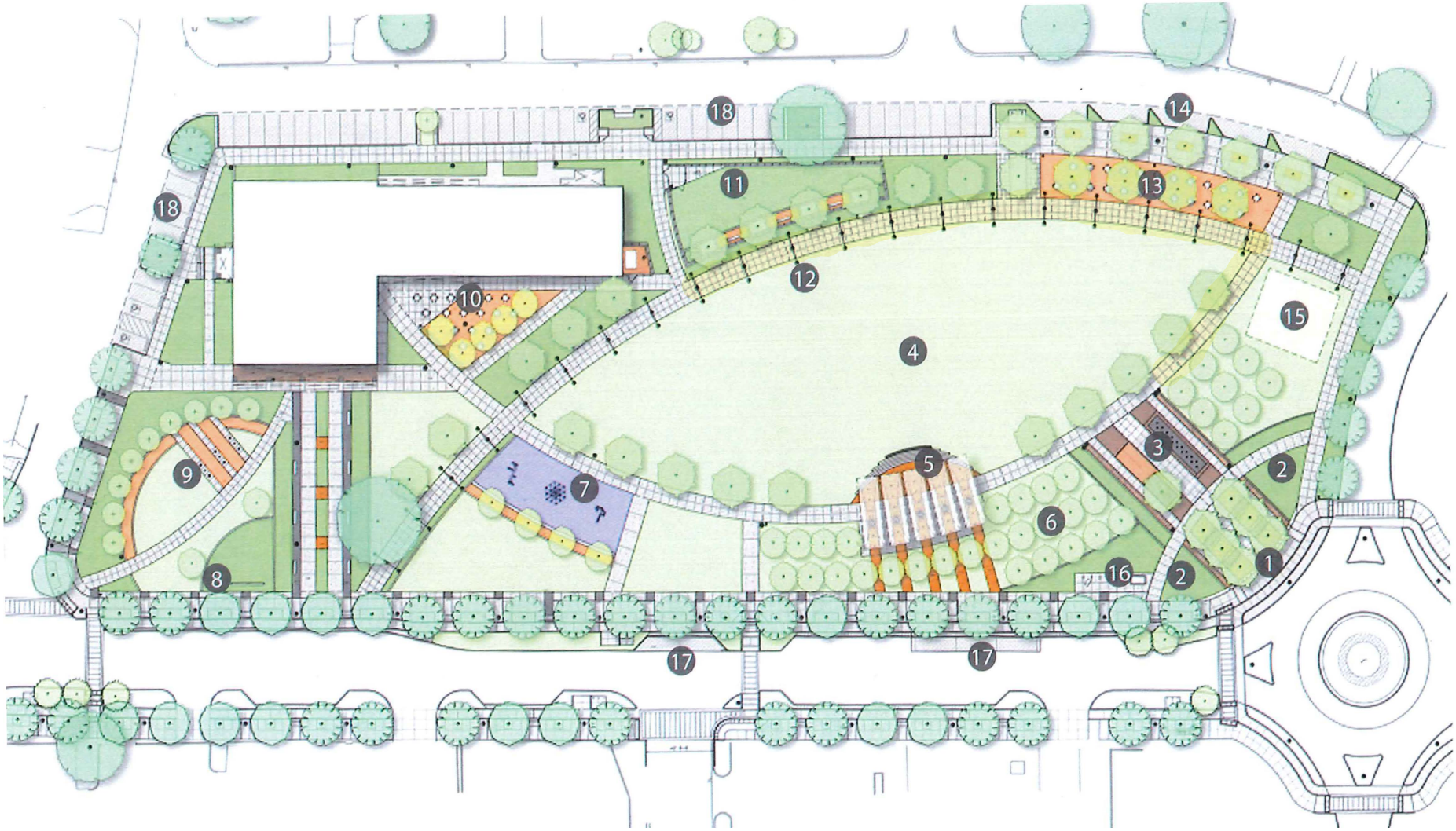
Given under my hand and seal of office this_____day of_____, 2024.

_____
Notary Public, State of Texas

My Commission Expires:_____

Commission Number:_____

Attachment 1



1) All vendors must arrive at their scheduled time and remove all items from vehicle, place in their respected spot and then move vehicle off the lot BEFORE setting up any tents, tables, signs, etc…. (pulling up and congregating and fellowshipping with other vendors causes a lot of traffic in the mornings and afternoons so please save the talking for AFTER everyone is completely setup) *

2) All vendors are required to park off-site unless otherwise stated by market management. There is absolutely no parking in the grass or the perimeter of the market site, this is city ordinance and causes large fines for management. Please Park in the city overflow parking lot. *

3) All Vendors are required to pay their $40 vendor fee in cash or check in the morning ($45 for date night). No credit cards, Venmo, PayPal, or apps accepted. *

4) All vendors are required to set their tent up FIRST for management to set placing and allow all other vendors to get into the parking lot without any obstructions. *

5) All vendors are required to provide their own tent that is NO larger than 10x10 (Tents that are larger than 10x10 require more space and it is unfair to other vendors). In the event of a windy day, please bring weights to secure your tent! None will be provided. *

6) All food vendors must have a hand washing station ready for use within their booth each Saturday (Health department stops by performs random inspections). *

7) All vendors are required to stay until 12pm, unless they sell out early or otherwise stated by market management (Leaving early causes disruptions, blocks customers from pulling their vehicles out, and customers assume we are closing for the day). *

8) All vendors are required to pack and exit promptly as to allow all other vendors to do the same (Slow packing, talking, and other distractions prevent other vendors from being able to leave). *

9) All vendors must dispose of their own trash/waste before leaving for the day. *

10) All vendors must RSVP each week by WEDNESDAY at 12pm or you will not be allowed to attend until the following week. We understand that life happens so please let us know early and often if you will not be attending. *

12) Each Saturday we will be posting the Sunday lineup on Facebook and tagging your company in the post. It is required to like and share this post as it is free advertising and helps all parties involved. *

13) Time slots are assigned each week on Friday mornings, be sure to adhere to check-ins to guarantee your time slot. You will find your time slot on the Crowley Market on Main Vendor group page. Be sure to answer ALL questions when applying to be approved for the vendor Facebook group. *

14) We reserve the right to reject you as a vendor. *

15) Fees, dates, location, or other conditions may change as needed by the City of Crowley or Crowley Market on Main. *

16) In the event of in-climate weather, the market manager will decide if the market will be open as weather conditions can change quickly. Please check the Vendor group page for updates. *

I agree to all of the rules and conditions set forth in the vendor agreement. *

I also acknowledge that I have read and completely understand the vendor agreement and that I release and hold harmless the CROWLEY MARKET ON MAIN and its employees/owners of any liability or legal claim. *

RESOLUTION NO. R04-2024-413

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHAZ FORESTER, OWNER/OPERATOR, TO OPERATE THE CROWLEY FARMERS' MARKET, TO BE KNOWN AS CROWLEY MARKET ON MAIN.

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

WHEREAS, the City recognizes the value of supporting local agriculture and providing access to fresh produce and artisanal goods for its residents; and

WHEREAS, it is in the interest of the City to foster community engagement and economic development through the establishment of a Farmers' Market at Crowley Crossing; and

WHEREAS, Chaz Forester, the owner/operator of Crowley Market on Main, has demonstrated the capability and expertise to operate such a market during his management of the Burleson Farmers' Market and the surrounding area; and

WHEREAS, the City Council of the City of Crowley, Texas, finds it to be in the best interest of the citizens of the city and support the establishment of the Crowley Market on Main.

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

SECTION 1.

The City Council of the City of Crowley, Texas, hereby approves the establishment of a Crowley Market on Main located at 201 E. Main St., Crowley, TX 76036 within the Crowley Crossing. Market will operate annually from April 1st -December 16th on Sundays from 10 AM-3 PM. Market may operate special edition markets, such as "date nights" or "holiday" markets with written staff approval. Rules and regulations governing the operation of the Crowley Market on Main, as presented by the owner/operator and outlined in Exhibit "A," the attached Facilities Usage Agreement and Vendor Rules and Regulations Agreement, are hereby approved. Any amendments to these rules and regulations shall require the approval of the City Council.

SECTION 2.

Chaz Forester, Owner/Operator shall maintain general liability insurance in the amount of no less than $1,000,000.00 for personal injury or death per occurrence, naming the City as an additional insured. Proof of insurance must be provided to the City prior to permit issuance and usage of City property.

The City Manager is hereby authorized to take all necessary actions to implement this resolution.

SECTION 3.

This resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND APPROVED ON THIS _____ DAY OF APRIL, 2024

CITY OF CROWLEY

_____
Billy P. Davis, Mayor

ATTEST:

_____
Carol Konhauser, City Secretary

APPROVED AS TO FORM:

_____
Rob Allibon, City Attorney

Exhibit "A"
Vendor Facilities Usage Agreement
and
Vendor Rules and Regulations Agreement

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Julie Hepler	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	VII-6
SUBJECT:	Discuss and consider adoption of Resolution R04-2024-414 to temporarily close Bicentennial Park on Saturday, July 6, 2024, for the safety of the public during the set up and preparation for the Celebration of Freedom Event.		

COORDINATION:	Finance		City Sec		Comm Dev		PW	**BB**
	Dept Director	**MM**	HR		ACM	**CW**	Other:	
	City Attorney		PD	**MR**	FD	**PB**	Other:	

BACKGROUND:

The annual Celebration of Freedom event is scheduled to be held on Saturday, July 6, 2024 in Bicentennial Park. Proposed Resolution R04-2024-414 is to temporarily close the park to the public the day of the event from 8:00 am to 3:00pm. This resolution includes the closure of the Disc Golf Course and outdoor grills for the entire day of the event from 8:00am – 12 midnight. This is to allow for set up for the event and to protect the health, safety and welfare of the public due to the restricted area designated for fireworks and heavy traffic of vendors driving through the green space in park.

A reschedule date of July 13, 2024 has been designated should it become necessary to cancel Celebration of Freedom on July 6, 2024.

RECOMMENDATION:

Staff recommends approval of Resolution R04-2024-414

FISCAL INFORMATION:

The FY 2023-2024 budget for this event is $ 63,500.00

ATTACHMENTS:

1. Resolution R04-2024-414Temporary Park Closure

RESOLUTION NO. R04-2024-414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS TEMPORARILY CLOSING BICENTENNIAL PARK TO THE PUBLIC PRIOR TO THE CELEBRATION OF FREEDOM EVENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the annual Celebration of Freedom event is scheduled to occur on July 6, 2024, in Bicentennial Park in the City, including fireworks display and vendor area among other attractions; and

WHEREAS, due to the heavy traffic of vendors driving through the park and the restricted fireworks area, in order to protect the public health, safety and welfare, the City Council finds that Bicentennial Park should be closed to the public from 8:00 a.m. to 4:00 p.m. on July 6, 2024, to allow for setup and preparations for the Celebration of Freedom event; and

WHEREAS, due to the heavy traffic of vendors driving through the park and the restricted fireworks area, in order to protect the public health, safety and welfare, the City Council finds that the Disc Golf Course in Bicentennial Park should be closed to the public from 8:00 a.m. to 12:00 midnight on the day of the event, on July 6, 2024, to allow for setup and preparations for the Celebration of Freedom event; and

WHEREAS, due to the high occupancy of the park during the event and the restricted fireworks area, in order to protect the public health, safety and welfare, the City Council finds that all stationary grills provided in the park shall be closed and grilling shall be prohibited by the general public in Bicentennial Park from 8:00 a.m. to 12 midnight, on July 6, 2024; and

WHEREAS, Section 58-58 of the City Code allows the City Council to close any municipal park to the public as the Council shall find reasonably necessary.

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

SECTION 1.

That the City Council hereby deems it necessary to close Bicentennial Park to the public on July 6, 2024, from 8:00 a.m. to 4:00 p.m. to allow vendor and fireworks display setup and preparation for the annual Celebration of Freedom event. In the event of cancellation, the Celebration of Freedom event will be rescheduled for Saturday, July 13, 2024, and Bicentennial Park will be closed from 8:00 a.m. to 4:00 p.m. on this date to allow for set up and preparation.

SECTION 2.

That the City Council hereby deems it necessary to close the Disc Golf Course in Bicentennial Park to the public from 8:00 a.m. to 12:00 midnight on the day of the Celebration of Freedom event, on July 6, 2024, to allow for setup and preparations for the Celebration of Freedom event; and

SECTION 3.

That the City Council hereby deems it necessary in order to protect the public health, safety and welfare, to close all stationary grills provided in the park and grilling shall be prohibited by the general public in Bicentennial Park from 8:00 a.m. to 12 midnight, on July 6, 2024,

SECTION 4.

The Council hereby authorizes the City Manager or his designee to post appropriate notice of and enforce such temporary park closure.

SECTION 5.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

_____
Billy Davis, Mayor

ATTEST:

_____
Carol Konhauser
City Secretary

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Julie Hepler	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	VII-7
SUBJECT:	Discuss and consider a Special Event Permit for the Annual Celebration of Freedom Event to be held on Saturday, July 6, 2024, consider adoption of Ordinance No. 04-2024-520 approving the traffic plan for the day of the event.		

COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		ACM	**CW**	Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

A Special Event Permit has been submitted for the Annual Celebration of Freedom event scheduled to take place in Bicentennial Park on Saturday, July 6, 2024. The event will feature live musical entertainment, food trucks, kids' activities, retail vendors, and concludes with a fireworks display.

City staff recommend adjusting start time of this event back by one hour to 6:00 pm after careful review of this event. Analysis of feedback from guests, staff, and aerial photos revealed that most attendees arrive after 6:30 pm.

Proposed Ordinance No. 04-2024-520 is a Temporary Traffic Plan regarding the routing of the traffic, bus routes, event parking locations, street closures, and no parking zones designated during the event.

A reschedule date of July 13, 2024, has been designated should it become necessary to cancel Celebration of Freedom on July 6, 2024.

RECOMMENDATION:

Staff respectfully requests consideration from council to adjust start time of this event to 6:00 pm.

FISCAL INFORMATION:

The FY 2023-2024 budget for this event is $ 63,500.00

ATTACHMENTS:

1. Special Events Application
2. Ordinance No. 04-2024-520 Temporary Traffic Plan
3. Traffic Plan Exhibit A and Exhibit B
4. Bus Route and event parking locations

Clear Form

Special Events Permit Application

City Secretary's Office
201 E Main Street
Crowley TX 76036
(817) 297-2201 ext 4000

Permit applications shall be filed with the city secretary or designee for consideration on a first come first serve basis **not less than 21 days** or more than **365 days** before the date of the proposed use or activity. In the event of a street closure, applications must be submitted **not less than 45 days** in advance. Due to the state department of transportation requirements, closure of any state highway for more than six (6) hours **will require 90 days' advance notice** to the city.The application will either be approved, approved with conditions, denied, or more information will be requested within five business days of submission to the city secretary. Due to the nature of some events, additional information may be requested. Permit application must be submitted no less than ten days prior to the event. In the event of a street closure, applications must be submitted no less than 15 days in advance. Due to the state department of transportation requirements, closure of any state highway for more than six hours will require 60 days' advance notice to the city. A deposit will be required for certain types of events. The deposits shall be set forth in the city fee schedule set forth in appendix A to the City of Crowley Code of Ordinances.

All applicants will be charged facility rental fees as appropriate and are expected to fully reimburse the City for all services related to event production which may include, but are not limited to, Police, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering, Site Supervisors, Environmental, and all necessary permit fees including: Beer and Wine, Tent, Fireworks, Carnival, Sign, etc. Applicants are responsible for returning City facilities and parks their original condition. Daily fees will be assessed until all event equipment is removed from City premises. Full payment is due upon receipt of final invoice.

Section 1 – Applicant Information

Name of Applicant (must be on site during the event) Julie Heper		Today's Date 3-19-2024	
Address 201 E Main Street	City Crowley	State Tx	Zip 76036
Phone Number 817-297-2201 ext 7040	Cell Phone Number		
Email jhepler@ci.crowley.tx.us			

Section 2 – Sponsoring Organization Information

Corporation/Organization Name of D.B.A. City of Crowley	Type of Organization ☐ For Profit ☐ Non-Profit ☑ Other: Municipality		
Name of Contact Julie Hepler	Email: jhepler@ci.crowley.tx.us		
Address 201 E Main Street	City Crowley	State Tx	Zip 76036
Phone Number 817-297-2201	Cell Phone Number		

Section 2 – Event Information

Name of Event Celebration of Freedom	Anticipated Daily Attendance 5,000+
Location of Event/physical address 900 E Glendale Street	
Property Owner City of Crowley	Owner Phone
Owner Email:	Has the property owner given authorization to use property? ☑ Yes ☐ No

Detailed Description of Event
This event will include live music and entertainment, food and retail vendors, kids' activities and fireworks.

	Date	Time	Day of Week
Setup	July 5th	all day	☐ M ☐ T ☐ W ☐ Th ☑ F ☐ Sat ☐ Sun
Event Start	July 6th	6:00 PM	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun
Event End	July 6th	10:00 PM	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun
Teardown	July 6th & 8th	all day	☑ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun

Additional Information:
Reschedule date of July 13th in case of inclement weather

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☑ No If yes, list all price categories below.

Will there be entertainment? ☑ Yes ☐ No If yes, please attach a complete list of entertainment.
A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized.

Will sound amplification be used at the event? ☑ Yes ☐ No If yes, explain below
Sound amplification:

Will merchandise and/or food items be sold? ☑ Yes ☐ No If yes, please attach a complete list of vendors.
Booths will need to be inspected and have proper food handling permits

Have you hired a licensed professional emergency medical service provider to manage your event's medical plan? If yes please list below.
(Fee may be charged for Emergency Service personnel) ☑ Yes ☐ No

Medical Service Provider	Phone
Crowley Fire Department	

Will the event include any of the following? **(Indicate on site plan and/or vendor list)**

Tents or Canopies ☑ Yes ☐ No Complete Tent Worksheet and attach with site plan
Tents require temporary use permits issued by the city upon Fire Department review (additional fees may be applicable).
Temporary tents must adhere to the International Fire Code

Inflatables ☑ Yes ☐ No Total Sq Ft:
If inflatable exceeds 400 sq ft, additional permit is required

Company	Contact name and phone

Fireworks/Pyrotechnics ☑ Yes ☐ No
Fireworks/Pyrotechnics require permits from the City Fire Department (additional fees may be applicable)

Temporary Fencing ☑ Yes ☐ No
Provide accurate dimensions of fenced area on site plan.
Temporary fencing requires temporary use permits issued by the city (additional fees may be applicable).

Temporary restrooms or refuse collection provided? ☑ Yes ☐ No
(All trach and debris must be removed)

Company	Contact name and phone

Carnival/Amusement Rides ☑ Yes ☐ No
A separate Special Use Permit may be required. *(additional fees may be applicable)*

Company	Contact name and phone

Signs / Banners ☑ Yes ☐ No
A separate Sign Permit may be required. *(additional fees may be applicable)*

Company	Contact name and phone

Will animals be used in conjunction with event? ☐ Yes ☑ No If yes, describe below.

Description:

Is this a run, walk or parade? ☐ Yes ☑ No
If yes, attach a map identifying assembly location and route on site plan. **Must be submitted 21-days prior to event.**
(Fee may be charged for Public Service Personnel)

Section 4 – Roadways and Sidewalks

Does the event propose **using**, **closing** or **blocking** any of the following If yes, specify location and duration on site map.
(Fee may be charged for Public Service personnel)

City Streets	☑ Yes ☐ No .	City Sidewalks	☐ Yes ☐ No
City Right-of-Ways	☑ Yes ☐ No	Public Parking Lots	☑ Yes ☐ No

Section 5 – Use of City Utilities (Fee may be charged for the use of City Utilities)

Will any City electric hookups be used?	Yes	No	Electric Location including amperage
Will any City water hookups be used?	Yes	No	Water Location(s)
Will waste water/gray water be generated?	Yes	No	Is so, how will it be disposed?

Section 6 – Alcohol

Will there be alcohol at the event? ☐ Yes ☑ No

At no time will alcohol be distributed or consumed in City Parks and/or streets to include Park Pavilions. All activities involving alcohol will require the presence of an off-duty City police officer. The applicant will be required to pay for an officer to be present for a minimum of 3 hours or the full amount of time that alcohol is served. Consumption of alcohol without the presence of an officer or a violation of the provision of the City Ordinances will result in forfeiture of the rental deposit.

The Texas Alcoholic Beverage Commission (TABC) requires specific and specialized permits for selling/serving alcohol. These permits will be based on the parameters and scope of the desired service and the type of event. Due to the numerous scenarios that may be involved in your event, it is impossible to outline the requirements in this application. **It is your responsibility** to contact the TABC office and speak to an Agent who will be the entity for permission and, if approved, provide the exact permit(s) required.

Permission by the City to hold a Special Event does not guarantee permission from TABC to serve/sell alcohol. Your event may be approved by the City but the service and selling of alcohol is the domain of the TABC and may be denied at their discretion.

Permission by the TABC to serve/sell alcohol at a Special Event does not guarantee permission of the City.

Will alcohol be provided free of charge? ☐ Yes ☑ No

To be considered "free," there cannot be an expectation of receiving money. You cannot charge for admission, ask for donations or accept tips. Doing so would constitute a sale of alcohol and would require a Texas Alcohol Beverage Commission and City Permit.

Will you be charging an entrance or registration fee? ☐ Yes ☑ No

Will the alcohol be sold? ☐ Yes ☑ No

If you answered *Yes*, a Texas Alcohol Beverage Commission and City Permit will be required.

TABC License #_____ Expiration _____

Section 11 – Insurance Requirements

The City of Crowley has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Crowley a certificate of insurance that complies with the requirements referenced below must be furnished.

All special event applicants shall name the City of Crowley as an "Additional Insured" on all policies, and shall reflect this on a Certificate of Liability Insurance. A pplicant shall obtain Certificates of Liability Insurance from all vendors participating in this event unless covered under the applicant's insurance policy. Separate Certificates of Insurance Liability shall be provided by all carnival and amusement companies and firework production companies and shall name the City of Crowley as "Additional Insured." Additional coverage may be required depending upon the nature and scope of the event. The City of Crowley reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

1. The City of Crowley as "Additional Insured."
2. General Liability Including:
   - Bodily injury
   - Property damage
   - Medical Expense
   - Personal Injury

Organized League Play

Any organization or group who is renting an athletic field for the purpose of organized league play must provide the following documents:

1. Certificate of Liability Insurance. The city and the group or organization must be co-insured by the policy. The policy must include a minimum of $500,000.00 per incident, with not less than $1,000,000.00 aggregate with the same remaining in effect for the term of this agreement. Failure to maintain such insurance shall be cause for immediate cancellation of event/reservation;
2. Health permit (if renting concession stand);
3. Player insurance;
4. State Charter;
5. Bylaws;
6. Schedule; and
7. Emergency contact information.

Section 12 – Compliance with Laws and City Ordinances

1. The applicant will clean the grounds, remove equipment, and restore the permitted site after the event.
2. The applicant is responsible for providing parking assistance if required.
3. Adequate policing for crowd control must be provided by applicant. Off duty officers are available by calling 817-297-2276.
4. The applicant will not nail, staple, or otherwise attach any event-connected signs to any guard post, sign post, utility pole or tree.
5. Admission to the event will not be limited to membership nor will any discrimination be made against a person because of race, creed, sex, color, age, or national origin in conducting the event. Admission to view the event will be open to the general public without discrimination on the grounds of race, color, religion, national origin, sex, or age. Participation in the event may be limited to members of the sponsoring group, provided that the group does not unlawfully discriminate against participation in the event on grounds of race, color, religion, national origin, sex, or age. Request for Special Event Application citing special circumstances for participation requiring gender or age discrimination must be accompanied by an exceedingly persuasive justification.
6. If necessary, the applicant will furnish a map showing the area where the special event is to be conducted.

Section 13 – Acknowledgement and Signature

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of event will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local ordinances regulating this type of event or the use of any land or buildings.

I hereby certify that I have received the property owners consent to utilize above location for the period of time and purpose stated.

I further understand that any deviation from this Application could result in the City closing down or canceling the Event. I understand that a Special Event Permit must be approved by the City of Crowley prior to the occurrence of this Event. The issuance of that permit is contingent upon the compliance with the Special Event Application and acceptance of all listed stipulations or conditions of the Special Event Permit.

Signature:	Date:
Julie Hepler	3-19-2024

Section 13 – Acknowledgement and Signature

Included	N/A	
☐	☐	Certificate of Liability Insurance
☐	☐	Detailed Site Plan
☐	☐	Route Map
☐	☐	Amusement Ride Certification of Inspection
☐	☐	Tent Permit Application

Public Works ☐ Approved ☐ Denied Initials	Remarks
Fire Department ☐ Approved ☐ Denied Initials	Remarks
Police Department ☐ Approved ☐ Denied Initials	Remarks
Recreation Center ☐ Approved ☐ Denied Initials	Remarks
City Council ☐ Approved ☐ Denied Initials	Remarks

Application for Tent Permit

Section 1 – Applicant Information			
Name of Applicant		Today's Date	
Address	City	State	Zip
Phone Number	Cell Phone Number		
Email			

Section 2 – Person/Organization/Contractor Responsible for Erection of Tent			
Organization			
Address	City	State	Zip
Phone Number	Cell Phone Number		
Email			

Section 3 - Tent Information		
Location of Tent	Number of Tents	Zoning District
Purpose of Tent/Usage Description		

Description of Tent (if multiple list details of each tent)

Size (ft)	Area (sq ft)	Tent Separation (ft)	Side Walls	Additional Info
1. x			Yes No	
2. x			Yes No	
3. x			Yes No	
4. x			Yes No	
5. x			Yes No	

Attach site plan which includes the following:

1. Accurate site plan with dimensions from property lines and other structures
2. Floor plan showing all required exits, no smoking signs, square footage and height of structure
3. Occupant Load per manufacturer guidelines
4. Membrane type and Fire Resistance Certification (must be attached)
5. Locations of fire extinguishers.
6. Location of parking
7. Location and distance of all heat producing equipment
8. Location and distance of all generators

Date to be erected	Date to be taken down

I hereby certify that I have received the property owners consent to erect a temporary tent at the above location for the period of time and purpose stated.

I agree to meet requirements of the International Fire Code regarding tents and other membrane structures and all other regulations or ordinances of the City. I acknowledge that violations of any of the codes, regulations or ordinances will result in immediate revocation of this permit.

Signature	Date

Planning and Development	Notes/Special Conditions:
Approved Disapproved	
Fire Marshal	**Notes/Special Conditions:**
Approved Disapproved	

Fee - Date Paid	Amount Paid	Permit Issued (Number)

ORDINANCE NO. 04-2024-520

AN ORDINANCE APPROVING TEMPORARY TRAFFIC PLANS AND DESIGNATING CERTAIN AREAS AS "NO PARKING" ZONES ON CERTAIN STREETS IN CONNECTION WITH THE CELEBRATION OF FREEDOM EVENT ON SATURDAY JULY 6, 2024; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Celebration of Freedom event is scheduled on Saturday, July 6, 2024, in Bicentennial Park in the City of Crowley; and

WHEREAS, the Crowley Police Department has prepared the attached traffic plans, which would designate certain residential streets in the neighborhoods around Bicentennial Park as "one-way" streets, "no through" streets, and "no parking" zones to alleviate traffic problems for the event; and

WHEREAS, the City Council deems it necessary for the safety and convenience of the citizens of Crowley and emergency service providers to approve the attached traffic plans and to establish the designated "no parking" zones for the Celebration of Freedom event.

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

SECTION 1.

The City Council hereby approves the traffic plans attached hereto as Exhibits "A" and "B", temporarily designating certain residential streets as "one-way", directing the placement of certain "no through traffic" barricades and other traffic control devices, and designating certain areas as "no parking" zones from 12:00 a.m. (midnight) on Friday July 5, 2024, to 12:00 a.m. (midnight) on Saturday July 6, 2024.

SECTION 2.

City staff is hereby directed to notify affected property owners of the temporary traffic control measures for the event, and to proceed with the placement of such traffic control devices as specified on the attached traffic plans.

SECTION 3.

In the event of cancellation, the Celebration of Freedom will be rescheduled for Saturday, July 13, 2024, and the traffic plan attached hereto as Exhibits "A" and "B", will be effective from

12:00 a.m. (midnight) on Friday, July 12, 2024 to 12:00a.m. (midnight) on Saturday, July 13, 2024.

SECTION 4.

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

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for all violations involving zoning, fire safety, or public health and sanitation, including dumping or refuse, and shall be fined Five Hundred Dollars ($500.00) for all other violations of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

The City Secretary is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance in one issue of the official newspaper of the City, as required by Section 52.013 of the Local Government Code.

SECTION 7.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 4th DAY OF APRIL 2024.

_____
Billy P. Davis, Mayor

ATTEST:

_____
Carol Konhauser, City Secretary

APPROVED TO AS FORM:

_____
Rob Allibon, City Attorney

Celebration of Freedom Traffic Plan

12:00 am (midnight) on Friday until 12:00 am (midnight) on Saturday

TRAFFIC WILL BE ONE WAY: Prairie View St from Main St to Crowley Rd; Mission, Mustang, Bovell, and Glendale from Prairie View to Crowley Rd; Driskell from E Main to Prairie View.

NO PARKING EITHER SIDE: from N Prairie View and E Prairie View from E Main St to Crowley Rd.

NO PARKING ON SOUTH SIDE: Mission, Mustang, Bovell, Glendale, and the west side of Drikell

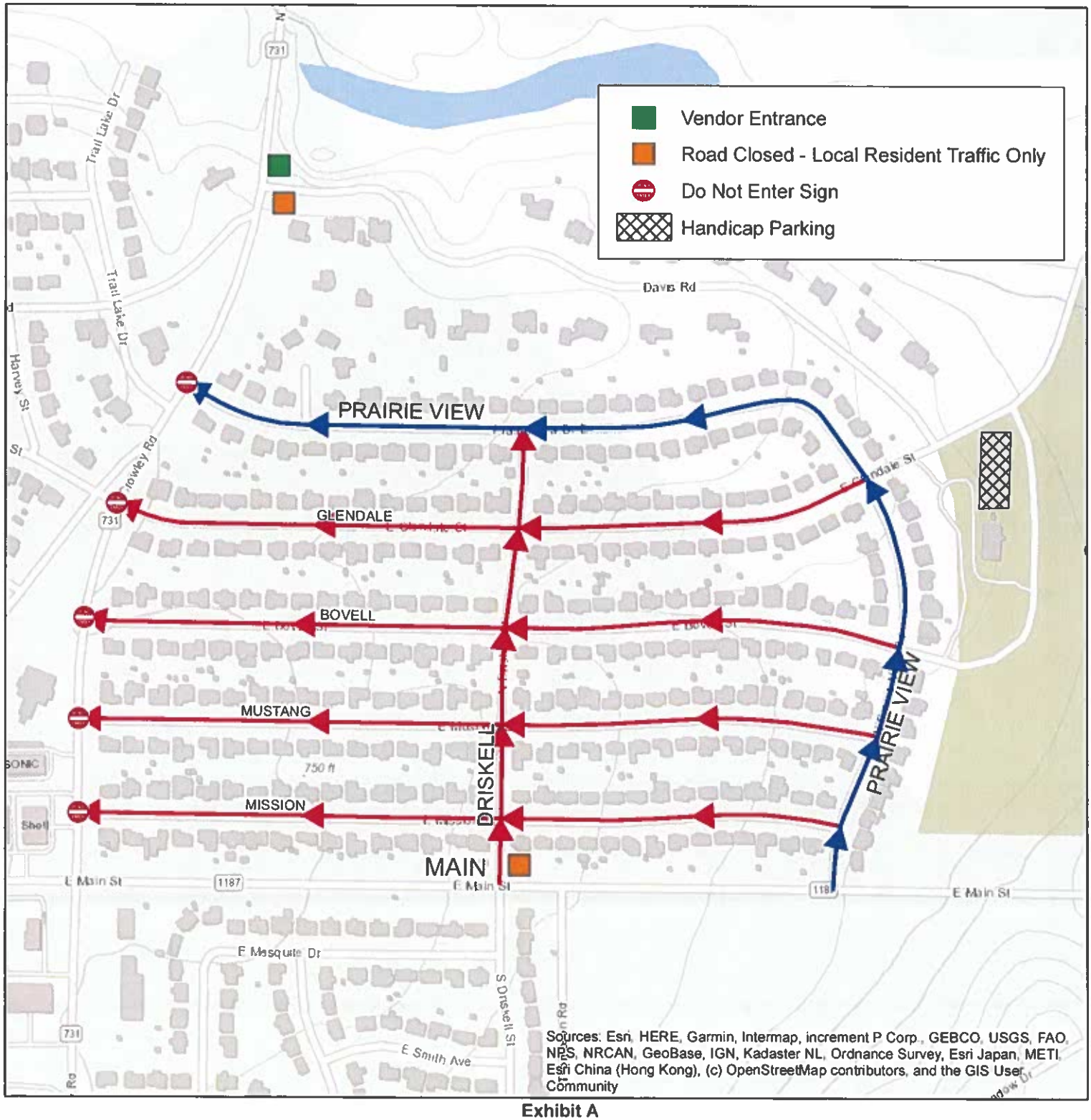


Exhibit A

CENTENNIAL PLACE CELEBRATION OF FREEDOM TRAFFIC PLAN

12:00 am (midnight) on Friday until 12:00 am (midnight) on Saturday, ALL streets will be two-way traffic.

NO PARKING EITHER SIDE: Currie Ct, Edison Lane cul-de-sac, and Kennedy Ct

NO PARKING ON SOUTH SIDE: Jackson Dr, Edison Ln, Washington Dr, and Freedom Way

NO PARKING ON WEST SIDE: Centennial pl, Lincoln Ln, Heritage Dr, Kennedy Dr, Libery Ln

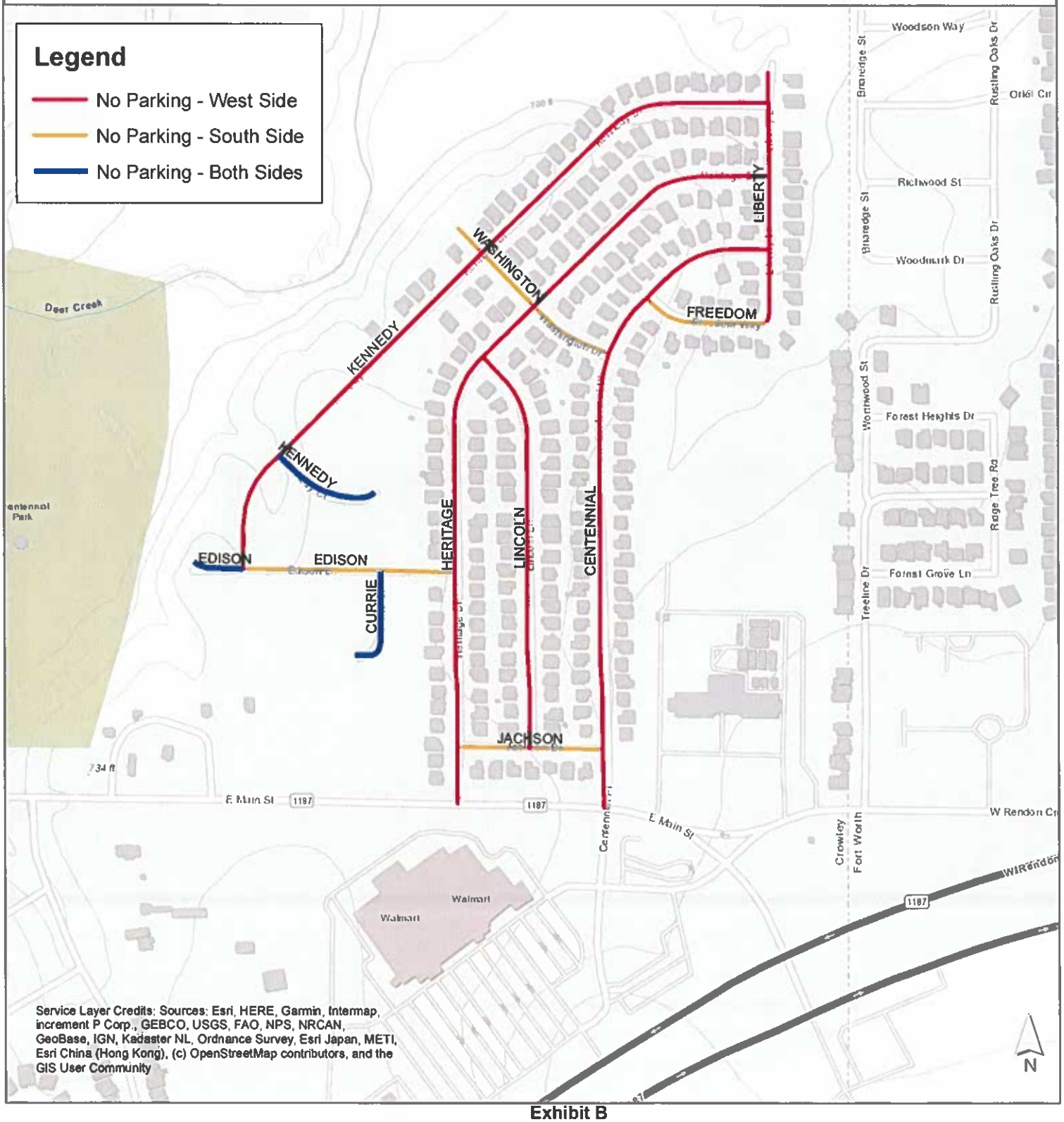


Exhibit B

City of Crowley

Celebration of Freedom Bus Route

City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Carol Konhauser City Secretary	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	VII-8
SUBJECT:	Discuss and consider a Special Event Permit Application to allow a rented carnival ride in the parking lot of the Event Center for a child's birthday party.		

COORDINATION:	Finance		City Sec	**CCK**	Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Ms Lauryn Jackson has submitted a Special Event Permit application requesting permission to have a rented carnival ride for her son's birthday party which will be held at the Crouch Event Center. The ride will be rented from a Dallas Business, as pictured in the attachment. Party guests will be given wrist bands which will allow them to ride. Anyone without a wrist band will not be allowed access. The ride would be set up in the parking lot to the North of the center as shown in the attached picture. The ride will be fenced off with the typical metal fences found at local fairs. Requestor is aware that they will be required to provide the city with an insurance certificate and will do so if approved.

RECOMMENDATION:

Respectfully request consideration.

FINANCIAL INFORMATION:

None.

ATTACHMENTS:

1. Special Event Application
2. Carnival Ride Picture
3. Event Center location

Clear Form

City of Crowley

Special Events Permit Application

City Secretary's Office
201 E Main Street
Crowley TX 76036
(817) 297-2201 ext 4000

Permit applications shall be filed with the city secretary or designee for consideration on a first come first serve basis **not less than 21 days or more than 365 days before the date of the proposed use or activity. In the event of a street closure, applications must be submitted not less than 45 days in advance. Due to the state department of transportation requirements, closure of any state highway for more than six (6) hours will require 90 days' advance notice to the city.** The application will either be approved, approved with conditions, denied, or more information will be requested within five business days of submission to the city secretary. Due to the nature of some events, additional information may be requested. A deposit will be required for certain types of events. The deposits shall be set forth in the city fee schedule listed as Appendix A to the City of Crowley Code of Ordinances.

All applicants will be charged facility rental fees as appropriate and are expected to fully reimburse the City for all services related to event production which may include, but are not limited to, Police, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering, Site Supervisors, Environmental, and all necessary permit fees including: Beer and Wine, Tent, Fireworks, Carnival, Sign, etc. Applicants are responsible for returning City facilities and parks their original condition. Daily fees will be assessed until all event equipment is removed from City premises. Full payment is due upon receipt of final invoice.

Section 1 – Applicant Information

Name of Applicant (must be on site during the event): Lauryn Jackson		Today's Date: 3/21/24	
Address: 401 N State Hwy 360 #1248	City: mansfield	State: TX	Zip: 76063
Phone Number: 682-360-1110	Cell Phone Number:		
Email: lauryn jackson07@gmail.com			

Section 2 – Sponsoring Organization Information

Corporation/Organization Name of D.B.A.: Bouncenmore	Type of Organization: ☑ For Profit ☐ Non-Profit ☐ Other:		
Name of Contact: Lori Camacho	Email: rentals@bouncenmore.com		
Address: 325 N St Paul St Ste 3100	City: Dallas	State: TX	Zip: 75201
Phone Number: 972-999-7767	Cell Phone Number: 469-626-1025		

Section 2 – Event Information

Name of Event: Lloyds 5th carnival Birthday	Anticipated Daily Attendance: 60
Location of Event/physical address: 900 E Glendale St, Crowley TX 76063	
Property Owner: City of Crowley	Owner Phone: 817-297-2201
Owner Email:	Has the property owner given authorization to use property? ☑ Yes ☐ No

Detailed Description of Event: I am having my son a 5th carnival themed birthday party with activities and a carnival ride.

	Date	Time	Day of Week
Setup	11/30/24	1:00pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun
Event Start	11/30/24	2:00pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun
Event End	11/30/24	6:00pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun
Teardown	11/30/24	5:00pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun

Additional Information:

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☑ No If yes, list all price categories below.

Will there be entertainment? ☑ Yes ☐ No If yes, please attach a complete list of entertainment.
A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized.

Will sound amplification be used at the event? ☑ Yes ☐ No If yes, explain below I plan to play music on a speaker or have a DJ.
Sound amplification:

Will merchandise and/or food items be sold? ☐ Yes ☑ No If yes, please attach a complete list of vendors.
Booths will need to be inspected and have proper food handling permits The food will be free.

Have you hired a licensed professional emergency medical service provider to manage your event's medical plan? If yes please list below.
(Fee may be charged for Emergency Service personnel) ☐ Yes ☑ No

Medical Service Provider	Phone

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies ☐ Yes ☑ No Complete Tent Worksheet and attach with site plan
Tents require temporary use permits issued by the city upon Fire Department review (additional fees may be applicable).
Temporary tents must adhere to the International Fire Code

Inflatables ☐ Yes ☑ No Total Sq Ft:
If inflatable exceeds 400 sq ft, additional permit is required

Company	Contact name and phone

Fireworks/Pyrotechnics ☐ Yes ☑ No
Fireworks/Pyrotechnics require permits from the City Fire Department (additional fees may be applicable)

Temporary Fencing ☐ Yes ☑ No
Provide accurate dimensions of fenced area on site plan.
Temporary fencing requires temporary use permits issued by the city (additional fees may be applicable).

Temporary restrooms or refuse collection provided? ☐ Yes ☑ No
(All trach and debris must be removed)

Company	Contact name and phone

Carnival/Amusement Rides ☑ Yes ☐ No
A separate Special Use Permit may be required. *(additional fees may be applicable)*

Company: Bouncenmore	Contact name and phone: Lon Camacho 972-999-7767

Signs / Banners ☐ Yes ☑ No
A separate Sign Permit may be required. *(additional fees may be applicable)*

Company	Contact name and phone

Will animals be used in conjunction with event? ☐ Yes ☑ No If yes, describe below.

Description:

Is this a run, walk or parade? ☐ Yes ☑ No
If yes, attach a map identifying assembly location and route on site plan. **Must be submitted 21-days prior to event.**
(Fee may be charged for Public Service Personnel)

Section 4 – Roadways and Sidewalks

Does the event propose **using, closing** or **blocking** any of the following If yes, specify location and duration on site map.
(Fee may be charged for Public Service personnel)

City Streets	☐ Yes ☑ No	City Sidewalks	☐ Yes ☑ No
City Right-of-Ways	☐ Yes ☑ No	Public Parking Lots	☐ Yes ☑ No

Section 5 – Use of City Utilities (Fee may be charged for the use of City Utilities)

Will any City electric hookups be used?	(Yes)	No	Electric Location including amperage GR-2000W
Will any City water hookups be used?	Yes	(No)	Water Location(s)
Will waste water/gray water be generated?	Yes	(No)	Is so, how will it be disposed?

Section 6 – Alcohol

Will there be alcohol at the event? ☐ Yes ☑ No

At no time will alcohol be distributed or consumed in City Parks and/or streets to include Park Pavilions. All activities involving alcohol will require the presence of an off-duty City police officer. The applicant will be required to pay for an officer to be present for a minimum of 3 hours or the full amount of time that alcohol is served. Consumption of alcohol without the presence of an officer or a violation of the provision of the City Ordinances will result in forfeiture of the rental deposit.

The Texas Alcoholic Beverage Commission (TABC) requires specific and specialized permits for selling/serving alcohol. These permits will be based on the parameters and scope of the desired service and the type of event. Due to the numerous scenarios that may be involved in your event, it is impossible to outline the requirements in this application. **It is your responsibility** to contact the TABC office and speak to an Agent who will be the entity for permission and, if approved, provide the exact permit(s) required.

Permission by the City to hold a Special Event does not guarantee permission from TABC to serve/sell alcohol. Your event may be approved by the City but the service and selling of alcohol is the domain of the TABC and may be denied at their discretion.

Permission by the TABC to serve/sell alcohol at a Special Event does not guarantee permission of the City.

Will alcohol be provided free of charge? ☐ Yes ☑ No

To be considered "free," there cannot be an expectation of receiving money. You cannot charge for admission, ask for donations or accept tips. Doing so would constitute a sale of alcohol and would require a Texas Alcohol Beverage Commission and City Permit.

Will you be charging an entrance or registration fee? ☐ Yes ☑ No

Will the alcohol be sold? ☐ Yes ☑ No

If you answered *Yes*, a Texas Alcohol Beverage Commission and City Permit will be required.

TABC License #_____ Expiration _____

Section 11 – Insurance Requirements

The City of Crowley has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Crowley a certificate of insurance that complies with the requirements referenced below must be furnished.

All special event applicants shall name the City of Crowley as an "Additional Insured" on all policies, and shall reflect this on a Certificate of Liability Insurance. A pplicant shall obtain Certificates of Liability Insurance from all vendors participating in this event unless covered under the applicant's insurance policy. Separate Certificates of Insurance Liability shall be provided by all carnival and amusement companies and firework production companies and shall name the City of Crowley as "Additional Insured." Additional coverage may be required depending upon the nature and scope of the event. The City of Crowley reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

1. The City of Crowley as "Additional Insured."
2. General Liability Including:
   - Bodily injury
   - Property damage
   - Medical Expense
   - Personal Injury

Organized League Play

Any organization or group who is renting an athletic field for the purpose of organized league play must provide the following documents:

1. Certificate of Liability Insurance. The city and the group or organization must be co-insured by the policy. The policy must include a minimum of $500,000.00 per incident, with not less than $1,000,000.00 aggregate with the same remaining in effect for the term of this agreement. Failure to maintain such insurance shall be cause for immediate cancellation of event/reservation;
2. Health permit (if renting concession stand);
3. Player insurance;
4. State Charter;
5. Bylaws;
6. Schedule; and
7. Emergency contact information.

Section 12 - Compliance with Laws and City Ordinances

1. The applicant will clean the grounds, remove equipment, and restore the permitted site after the event.
2. The applicant is responsible for providing parking assistance if required.
3. Adequate policing for crowd control must be provided by applicant. Off duty officers are available by calling 817-297-2276.
4. The applicant will not nail, staple, or otherwise attach any event-connected signs to any guard post, sign post, utility pole or tree.
5. Admission to the event will not be limited to membership nor will any discrimination be made against a person because of race, creed, sex, color, age, or national origin in conducting the event. Admission to view the event will be open to the general public without discrimination on the grounds of race, color, religion, national origin, sex, or age. Participation in the event may be limited to members of the sponsoring group, provided that the group does not unlawfully discriminate against participation in the event on grounds of race, color, religion, national origin, sex, or age. Request for Special Event Application citing special circumstances for participation requiring gender or age discrimination must be accompanied by an exceedingly persuasive justification.
6. If necessary, the applicant will furnish a map showing the area where the special event is to be conducted.

Section 13 – Acknowledgement and Signature

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of event will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local ordinances regulating this type of event or the use of any land or buildings.

I hereby certify that I have received the property owners consent to utilize above location for the period of time and purpose stated.

I further understand that any deviation from this Application could result in the City closing down or canceling the Event. I understand that a Special Event Permit must be approved by the City of Crowley prior to the occurrence of this Event. The issuance of that permit is contingent upon the compliance with the Special Event Application and acceptance of all listed stipulations or conditions of the Special Event Permit.

Signature:	Date:
	3/21/24

Section 13 – Acknowledgement and Signature

Included	N/A	
☐	☐	Certificate of Liability Insurance
☐	☐	Detailed Site Plan
☐	☐	Route Map
☐	☐	Amusement Ride Certification of Inspection
☐	☐	Tent Permit Application

Public Works ☐ Approved ☐ Denied Initials	Remarks
Fire Department ☐ Approved ☐ Denied Initials	Remarks
Police Department ☐ Approved ☐ Denied Initials	Remarks
Recreation Center ☐ Approved ☐ Denied Initials	Remarks
City Council ☐ Approved ☐ Denied Initials	Remarks

Pirates Revenge Carnival Ride

(https://www.bouncenmore.com/wp-content/uploads/2018/07/pirates-revenge.jpg)

(https://www.bouncenmore.com/wp-content/uploads/2018/07/pirates-revenge.jpg)

(https://www.bouncenmore.com/wp-content/uploads/2018/07/piratesrevenge-2.png)

Do you want an eye catching center piece attraction at your next carnival or company picnic? Look no further! The Pirates Revenge Carnival Ride Rental is what you need for an unforgettable event.

You'd better have your sea legs ready before you climb aboard the Pirate's Revenge! The Pirate Ship has beautiful graphics making it look like real wood texture, it also has vibrant color changing LED lights, and hold up to 12 kids and adults making this pendulum swinging boat ride one of our most popular carnival ride rentals.

Whether you're planning a graduation party, fundraiser, wedding, private party, corporate picnic, concert, Sweet Sixteen or Bar/Bat Mitzvah, you can take your event to the next level by creating a unique carnival atmosphere with one of our amazing carnival ride rentals.

Dimensions: 20'L X 30'W X 18'H
Product Category: Carnival Rides
Requirements: 1 220v 30amp Circuit

Price: Call

RESERVE NOW! (https://www.bouncenmore.com/wp-content/themes/BounceNMore/includes/cart.php?action=add&id=5661&redirected_url=https://www.bouncenmore.com/my-reservation/)

Customers who rented this item also rented:

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(https://www.bouncenmore.com/rentals/obstacles/61-triple-play-obstacle-landing/)

(https://www.bouncenmore.com/rentals/5-in-1-combo/spiderman-combo-2/)

(https://www.bouncenmore.com/rentals/photovideo/photo-booth-3/)

PHONE: 972-999-7767 (tel:972-999-7767)
FAX: 469-533-3733 (tel:469-533-3733)

MY RESERVATIONS! (https://www.bouncenmore.com/my-reservation/)

Bounce 'N' More, LLC
2601 Lawing Ln, Rowlett, TX 75088
PHONE: 972-999-7767 (tel:972-999-7767)
Find Us on Google+ (https://plus.google.com/108073299137550498144/about)

325 N. St. Paul St. Suite 3100, Dallas, TX 75201
PHONE: 469-626-1025 (tel:469-626-1025)
Find Us on Google+ (https://plus.google.com/102081514306742842585/about)

(https://www.facebook.com/pages/Bounce-N-More-Rockwall/115504646714)

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City of Crowley, Texas
Mayor and Council Agenda Report

PRESENTER:	Carol Konhauser City Secretary	**MEETING DATE:**	April 4, 2024
DEPARTMENT:	Administration	**AGENDA ITEM:**	VII-9
SUBJECT:	Discuss and consider Special Event Permit Application for "Arborist in the Park" to be held on April 13, 2024.		

COORDINATION:	Finance		City Sec	**CCK**	Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Mr Jason Atwoods has submitted a special Event Permit Application to hold a question-and-answer session in Bicentennial Park. He will be providing tree education at no cost to the public.

Due to the low-risk of incident, the applicant is requesting the waiver of insurance requirement.

RECOMMENDATION:

Recommend approval of the Special Event Permit.

FINANCIAL INFORMATION:

None.

ATTACHMENTS:

1. Special Event Application
2. Advertisement
3. Pavilion Rental Agreement

Special Events Permit Application

City Secretary's Office
201 E Main Street
Crowley TX 76036
(817) 297-2201 ext 4000

Permit applications shall be filed with the city secretary or designee for consideration on a first come first serve basis **not less than 21 days or more than 365 days before the date of the proposed use or activity. In the event of a street closure, applications must be submitted not less than 45 days in advance. Due to the state department of transportation requirements, closure of any state highway for more than six (6) hours will require 90 days' advance notice to the city.** The application will either be approved, approved with conditions, denied, or more information will be requested within five business days of submission to the city secretary. Due to the nature of some events, additional information may be requested. A deposit will be required for certain types of events. The deposits shall be set forth in the city fee schedule listed as Appendix A to the City of Crowley Code of Ordinances.

All applicants will be charged facility rental fees as appropriate and are expected to fully reimburse the City for all services related to event production which may include, but are not limited to, Police, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering, Site Supervisors, Environmental, and all necessary permit fees including: Beer and Wine, Tent, Fireworks, Carnival, Sign, etc. Applicants are responsible for returning City facilities and parks their original condition. Daily fees will be assessed until all event equipment is removed from City premises. Full payment is due upon receipt of final invoice.

Section 1 – Applicant Information

Name of Applicant (must be on site during the event) Jason Atwood		Today's Date	
Address 200 Julie Dr	City Crowley	State TX	Zip 76036
Phone Number	Cell Phone Number 972-849-3552		
Email texastreeworx@gmail.com			

Section 2 – Sponsoring Organization Information

Corporation/Organization Name of D.B.A. Private citizen	Type of Organization ☐ For Profit ☐ Non-Profit ☐ Other:		
Name of Contact	Email:		
Address	City	State	Zip
Phone Number	Cell Phone Number		

Section 2 – Event Information

Name of Event Arborist in the Park	Anticipated Daily Attendance 25
Location of Event/physical address Bicentennial Park 900 E. Glendale St	
Property Owner City of Crowley?	Owner Phone
Owner Email:	Has the property owner given authorization to use property? ☑ Yes ☐ No
Detailed Description of Event Public tree education and Q&A	

	Date	Time	Day of Week
Setup	4/13	10-am12pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun
Event Start	4/13	10am-12pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☐ Sat ☐ Sun
Event End	4/13	10am-12pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun
Teardown	4/13	10am-12pm	☐ M ☐ T ☐ W ☐ Th ☐ F ☑ Sat ☐ Sun

Additional Information:
All taking place on 4/13

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☑ No If yes, list all price categories below.

Will there be entertainment? ☐ Yes ☐ No If yes, please attach a complete list of entertainment.
A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized.

Will sound amplification be used at the event? ☐ Yes ☑ No If yes, explain below
Sound amplification:

Will merchandise and/or food items be sold? ☐ Yes ☑ No If yes, please attach a complete list of vendors.
Booths will need to be inspected and have proper food handling permits

Have you hired a licensed professional emergency medical service provider to manage your event's medical plan? If yes please list below.
(Fee may be charged for Emergency Service personnel) ☐ Yes ☑ No

Medical Service Provider	Phone

Will the event include any of the following? **(Indicate on site plan and/or vendor list)**

Tents or Canopies ☐ Yes ☑ No Complete Tent Worksheet and attach with site plan
Tents require temporary use permits issued by the city upon Fire Department review (additional fees may be applicable).
Temporary tents must adhere to the International Fire Code

Inflatables ☐ Yes ☑ No Total Sq Ft:
If inflatable exceeds 400 sq ft, additional permit is required

Company	Contact name and phone

Fireworks/Pyrotechnics ☐ Yes ☑ No
Fireworks/Pyrotechnics require permits from the City Fire Department (additional fees may be applicable)

Temporary Fencing ☐ Yes ☑ No
Provide accurate dimensions of fenced area on site plan.
Temporary fencing requires temporary use permits issued by the city (additional fees may be applicable).

Temporary restrooms or refuse collection provided? ☐ Yes ☑ No
(All trach and debris must be removed)

Company	Contact name and phone

Carnival/Amusement Rides ☐ Yes ☑ No
A separate Special Use Permit may be required. *(additional fees may be applicable)*

Company	Contact name and phone

Signs / Banners ☐ Yes ☑ No
A separate Sign Permit may be required. *(additional fees may be applicable)*

Company	Contact name and phone

Will animals be used in conjunction with event? ☐ Yes ☑ No If yes, describe below.

Description:

Is this a run, walk or parade? ☐ Yes ☑ No
If yes, attach a map identifying assembly location and route on site plan. **Must be submitted 21-days prior to event.**
(Fee may be charged for Public Service Personnel)

Section 4 – Roadways and Sidewalks

Does the event propose **using, closing** or **blocking** any of the following If yes, specify location and duration on site map.
(Fee may be charged for Public Service personnel)

City Streets	☐ Yes ☑ No .	City Sidewalks	☐ Yes ☑ No
City Right-of-Ways	☐ Yes ☑ No	Public Parking Lots	☐ Yes ☑ No

Section 5 – Use of City Utilities (Fee may be charged for the use of City Utilities)

Will any City electric hookups be used?	Yes	No	Electric Location including amperage No
Will any City water hookups be used?	Yes	No	Water Location(s) No
Will waste water/gray water be generated?	Yes	No	Is so, how will it be disposed? No

Section 6 – Alcohol

Will there be alcohol at the event? ☐ Yes ☑ No

At no time will alcohol be distributed or consumed in City Parks and/or streets to include Park Pavilions. All activities involving alcohol will require the presence of an off-duty City police officer. The applicant will be required to pay for an officer to be present for a minimum of 3 hours or the full amount of time that alcohol is served. Consumption of alcohol without the presence of an officer or a violation of the provision of the City Ordinances will result in forfeiture of the rental deposit.

The Texas Alcoholic Beverage Commission (TABC) requires specific and specialized permits for selling/serving alcohol. These permits will be based on the parameters and scope of the desired service and the type of event. Due to the numerous scenarios that may be involved in your event, it is impossible to outline the requirements in this application. **It is your responsibility** to contact the TABC office and speak to an Agent who will be the entity for permission and, if approved, provide the exact permit(s) required.

Permission by the City to hold a Special Event does not guarantee permission from TABC to serve/sell alcohol. Your event may be approved by the City but the service and selling of alcohol is the domain of the TABC and may be denied at their discretion.

Permission by the TABC to serve/sell alcohol at a Special Event does not guarantee permission of the City.

Will alcohol be provided free of charge? ☐ Yes ☑ No

To be considered "free," there cannot be an expectation of receiving money. You cannot charge for admission, ask for donations or accept tips. Doing so would constitute a sale of alcohol and would require a Texas Alcohol Beverage Commission and City Permit.

Will you be charging an entrance or registration fee? ☐ Yes ☑ No

Will the alcohol be sold? ☐ Yes ☑ No

If you answered *Yes,* a Texas Alcohol Beverage Commission and City Permit will be required.

TABC License #_____ Expiration _____

Section 11 – Insurance Requirements

The City of Crowley has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Crowley a certificate of insurance that complies with the requirements referenced below must be furnished.

All special event applicants shall name the City of Crowley as an "Additional Insured" on all policies, and shall reflect this on a Certificate of Liability Insurance. A pplicant shall obtain Certificates of Liability Insurance from all vendors participating in this event unless covered under the applicant's insurance policy. Separate Certificates of Insurance Liability shall be provided by all carnival and amusement companies and firework production companies and shall name the City of Crowley as "Additional Insured." Additional coverage may be required depending upon the nature and scope of the event. The City of Crowley reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

1. The City of Crowley as "Additional Insured."
2. General Liability Including:
   - Bodily injury
   - Property damage
   - Medical Expense
   - Personal Injury

Organized League Play

Any organization or group who is renting an athletic field for the purpose of organized league play must provide the following documents:

1. Certificate of Liability Insurance. The city and the group or organization must be co-insured by the policy. The policy must include a minimum of $500,000.00 per incident, with not less than $1,000,000.00 aggregate with the same remaining in effect for the term of this agreement. Failure to maintain such insurance shall be cause for immediate cancellation of event/reservation;
2. Health permit (if renting concession stand);
3. Player insurance;
4. State Charter;
5. Bylaws;
6. Schedule; and
7. Emergency contact information.

Section 12 – Compliance with Laws and City Ordinances

1. The applicant will clean the grounds, remove equipment, and restore the permitted site after the event.
2. The applicant is responsible for providing parking assistance if required.
3. Adequate policing for crowd control must be provided by applicant. Off duty officers are available by calling 817-297-2276.
4. The applicant will not nail, staple, or otherwise attach any event-connected signs to any guard post, sign post, utility pole or tree.
5. Admission to the event will not be limited to membership nor will any discrimination be made against a person because of race, creed, sex, color, age, or national origin in conducting the event. Admission to view the event will be open to the general public without discrimination on the grounds of race, color, religion, national origin, sex, or age. Participation in the event may be limited to members of the sponsoring group, provided that the group does not unlawfully discriminate against participation in the event on grounds of race, color, religion, national origin, sex, or age. Request for Special Event Application citing special circumstances for participation requiring gender or age discrimination must be accompanied by an exceedingly persuasive justification.
6. If necessary, the applicant will furnish a map showing the area where the special event is to be conducted.

Section 13 – Acknowledgement and Signature

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of event will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local ordinances regulating this type of event or the use of any land or buildings.

I hereby certify that I have received the property owners consent to utilize above location for the period of time and purpose stated.

I further understand that any deviation from this Application could result in the City closing down or canceling the Event. I understand that a Special Event Permit must be approved by the City of Crowley prior to the occurrence of this Event. The issuance of that permit is contingent upon the compliance with the Special Event Application and acceptance of all listed stipulations or conditions of the Special Event Permit.

Signature:	Date:
Jason Atwood	3/26/2024

Section 13 – Acknowledgement and Signature

Included	N/A	
☐	☐	Certificate of Liability Insurance
☐	☐	Detailed Site Plan
☐	☐	Route Map
☐	☐	Amusement Ride Certification of Inspection
☐	☐	Tent Permit Application

Public Works ☐ Approved ☐ Denied Initials	Remarks
Fire Department ☐ Approved ☐ Denied Initials	Remarks
Police Department ☐ Approved ☐ Denied Initials	Remarks
Recreation Center ☐ Approved ☐ Denied Initials	Remarks
City Council ☐ Approved ☐ Denied Initials	Remarks

Application for Tent Permit

Section 1 – Applicant Information			
Name of Applicant		Today's Date	
Address	City	State	Zip
Phone Number	Cell Phone Number		
Email			

Section 2 – Person/Organization/Contractor Responsible for Erection of Tent			
Organization			
Address	City	State	Zip
Phone Number	Cell Phone Number		
Email			

Section 3 - Tent Information		
Location of Tent	Number of Tents	Zoning District
Purpose of Tent/Usage Description		

Description of Tent (if multiple list details of each tent)

Size (ft)	Area (sq ft)	Tent Separation (ft)	Side Walls	Additional Info
1. x			☐ Yes ☐ No	
2. x			☐ Yes ☐ No	
3. x			☐ Yes ☐ No	
4. x			☐ Yes ☐ No	
5. x			☐ Yes ☐ No	

Attach site plan which includes the following:

1. Accurate site plan with dimensions from property lines and other structures
2. Floor plan showing all required exits, no smoking signs, square footage and height of structure
3. Occupant Load per manufacturer guidelines
4. Membrane type and Fire Resistance Certification (must be attached)
5. Locations of fire extinguishers.
6. Location of parking
7. Location and distance of all heat producing equipment
8. Location and distance of all generators

Date to be erected	Date to be taken down

I hereby certify that I have received the property owners consent to erect a temporary tent at the above location for the period of time and purpose stated.

I agree to meet requirements of the International Fire Code regarding tents and other membrane structures and all other regulations or ordinances of the City. I acknowledge that violations of any of the codes, regulations or ordinances will result in immediate revocation of this permit.

Signature	Date

Planning and Development	Notes/Special Conditions:
☐ Approved ☐ Disapproved	
Fire Marshal	**Notes/Special Conditions:**
☐ Approved ☐ Disapproved	

Fee - Date Paid	Amount Paid	Permit Issued (Number)

ARBORIST IN THE PARK series

Come join us for hands on tree education and Q&A

With Climbing Arborist Jason Atwood

*Tree health

*Tree planting

*Tree Care

*Tree biology

*Native/Invasive species

*How your lawn effects your tree

*Tools of the trade

*Tree impact on our community

SATURDAY, APRIL 13
10 am to 12 pm

BICENTENNIAL PARK

900 E. Glendale St,
Crowley, TX
Octagon Pavillion

PAID 3/19/24 APH

Park Pavilion
Bicentennial Park: 900 E Glendale
Teeter Park: 505 S. Crowley Rd.
Crowley, TX 76036
Phone: (817) 297 – 2201, Ext. 7000
Rental hours : 8:00 AM – 11:00 PM

Today's Date	Renter's Last Name	First Name
3/19/24	Atwood	Jason

Address	City	Zip
200 Julie Dr	Crowley	76036
Mailing Address (If different from physical address)	**City**	**Zip**

Phone Number	Alt. Phone Number
972 849 3552	
Email texastreeworx@gmail.com	**Organization**

Reservation Date	Hours
4/13/24	From: 9 a.m./p.m To: 12 a.m./p.m Total: 3
Purpose Public Q&A	**Headcount** *(Max capacity: 150)* 25

BICENTENNIAL PARK:

- [x] OCTAGON
- [ ] RECTANGULAR
- [ ] BLUE SHADE
- [ ] STAGE

TEETER PARK:

- [ ] LARGE
- [ ] BLUE SHADE

Resident:

- [x] $25 (3 hrs. Flat Rate)
- [ ] $10 (per hour over 3)

Non-Resident:

- [ ] $50 (3 hrs. Flat Rate) Fee: 25.00
- [ ] $15 (per hour over 3) Fee: _____

Total Amount: 25.00

Make reservations at:
Crowley Recreation Center
405 S. Oak St.
Crowley, TX 76036