



Regular Session
Council Agenda Packet
November 17, 2022

CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
November 17, 2022
ATTENDANCE SHEET

	<u>Worksession</u>	<u>Regular</u>
Mayor Pro Tem Johnny Shotwell, Place 1	_____	_____
Council Member Jerry Beck, Place 2	_____	_____
Council Member Jesse Johnson, Place 3	_____	_____
Council Member Jim Hirth, Place 4	_____	_____
Council Member Jimmy McDonald, Place 5	_____	_____
Council Member Scott Gilbreath, Place 6	_____	_____
Mayor Billy Davis	_____	_____
Staff:		
Robert Loftin, City Manager	_____	_____
Lori Watson, Finance Director/Asst City Mgr	_____	_____
Jack Thompson, EDC Director/Asst City Mgr	_____	_____
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	_____	_____
Cristina Winner, Community Services Director	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____
Jay Hinton, Media Relations	_____	_____



**AGENDA
CROWLEY CITY COUNCIL
NOVEMBER 17, 2022
WORKSESSION - 6:30 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).

WORKSESSION - November 17, 2022 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. Discuss "Food for Fines" Drive at the Library.

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 November 3, 2022.

IV. PUBLIC HEARINGS

1. None

V. CITY BUSINESS

1. Authorize the Execution of an Interlocal Agreement Concerning Automatic and Mutual Aid Fire Services with the Johnson County Emergency Services District #1.
2. Discuss and Consider Approval and amended developer agreement/CFA for Karis Phases 1A, 1B, and 1C.
3. Discuss and consider approval of an agreement with Meals on Wheels to provide congregate meals and transit services for Crowley senior program.
4. Authorize the City Manager or designee to execute a contract with SAFEbuilt to continue building inspection and plan review services.

VI. ADJOURNMENT



**AGENDA
CROWLEY CITY COUNCIL
NOVEMBER 17, 2022
REGULAR SESSION - 7:00 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76028**

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REGULAR SESSION - November 17, 2022 - 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. None.

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 November 3, 2022.

VI. PUBLIC HEARINGS

1. None

VII. CITY BUSINESS

1. Authorize the Execution of an Interlocal Agreement Concerning Automatic and Mutual Aid Fire Services with the Johnson County Emergency Services District #1.
2. Discuss and Consider Approval and amended developer agreement/CFA for Karis Phases 1A, 1B, and 1C.
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4. Authorize the City Manager or designee to execute a contract with SAFEbuilt to continue building inspection and plan review services.

VIII. ADVISORY BOARDS AND COMMISSIONS

1. Reports

None

2. Appointments/Reappointments

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

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

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, November 17, 2022, 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.



Crowley City Council

WORK SESSION REPORT

Meeting Date: November 17, 2022

Agenda Item II-1

Staff Contact: Cristina Winner

E-mail: cwinner@ci.crowley.tx.us

Phone: 817-297-6707 x 2090

SUBJECT: Discuss “Food for Fines” Drive at the Library

BACKGROUND/DISCUSSION

Library staff is requesting to host an annual “Food for Fines” drive. This program would be a fee amnesty and food drive running annually through December 1st and ending December 31st.

This initiative is a goodwill effort to help the community, reduce barriers to library use and increase access to library materials. All food items must be nonperishable, unopened cans or packages in good condition, and within 90 days of expiration. Donations will be accepted at the Circulation Desk at the Crowley Public Library.

Each food item will have a \$2 value. The maximum donation will be \$100 in waived overdue fees. Donations are applicable for outstanding fees on Crowley Public Library items only.

The community may donate food items even if they do not have overdue fees. Donations will not be credited toward future fees. All collected items will be donated to Crowley House of Hope.

FINANCIAL IMPACT

The average amount of fines and fees collected in the month of December over the past 5 years is \$657, with the highest amount being approximately \$852 and the lowest amount being approximately \$313. Staff does not anticipate that the amounts being waived to be exorbitant based on historical library activity and usage during this time of year.

CONCLUSION

Staff will provide the community and council with updates on social media, regarding the amounts collected and fees waived during this annual drive.

ATTACHMENTS

None

RESOLUTION NO. R11-2022-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY,
TEXAS, ESTABLISHING AN ANNUAL LIBRARY FINE AMNESTY
PROGRAM.**

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 Council adopted Ord. No. 10-2004-15, establishing a schedule of fees and charges for city services, including overdue fines for library materials; and

WHEREAS, the director has proposed a waiver of accumulated library fines in the amount of \$2 for each canned good or nonperishable item donated, with a limit of \$100 in waived fines per patron, with all food items donated to Crowley House of Hope Food Pantry for distribution locally to those in need; and

WHEREAS, the fine waiver is for a limited time and visibly demonstrates the Crowley Public Library's contribution to the community, goodwill efforts, and reduces barriers to library use and increases access to library materials; and

WHEREAS, Section 3.09 of the City Code allows the City Council set fees, rates and charges.

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

SECTION 1.

That the City Council hereby approves an Annual Library Fine Amnesty program and waives library fines in the amount of \$2 for each canned good or nonperishable item donated by patrons between the dates of December 1st-December 31st, with a limit of \$100 in waived fines per patron.

SECTION 2.

The Council hereby authorizes the City Manager or his designee to waive library fines collected during the effective dates.

SECTION 3.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Billy Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: November 17, 2022

Agenda Item: V-1

Staff Contact: Carol C. Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and consider approving the minutes from the regular meeting held November 3, 2022.

BACKGROUND/DISCUSSION

Consider approval of minutes as presented.

FINANCIAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

- Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD NOVEMBER 3, 2022. The City Council of the City of Crowley, Texas met in Work Session on Thursday, November 3, 2022, 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 Jerry Beck, City Council Place 2 (Arrived late @6:37pm)
Council Member Jesse Johnson, City Council Place 3
Council Member Jim Hirth, City Council Place 4
Council Member Jimmy McDonald, City Council Place 5
Council Member Scott Gilbreath, City Council Place 6

City staff included: Deputy City Manager/Finance Director, Lori Watson
Asst City Mngr/EDC Director, Jack Thompson
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Public Works Director, Mike Rocamontes

Absent: Mayor Pro-Tem Johnny Shotwell, City Council Place 1

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. Discuss the option to expand the scope of the Bicentennial Park Master Plan Design to include Teeter Park.**

Assistant City Manager/EDC Director Jack Thompson explained to council that at the recent parks masterplan work session, the members discussed the possibility of also completing a plan for Teeter Park. TBG submitted a quote to conduct the Teeter Park masterplan in conjunction with Bicentennial which would cost of \$125,000. After much discussion, council's position was they would rather not move forward with the Teeter Park masterplan as that would take money away from the Bicentennial Park plan.

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 October 20, 2022.**
No discussion.

PUBLIC HEARING

- 1. None.**

CITY BUSINESS

- 1. Discuss and consider approval of a request by FasTaco for a variance from city code Section 102-124, "schedule for Signs in the Crowley Downtown District" to allow two wall signs to exceed the maximum size requirement.**

Assistant City Manager Jack Thompson explained to council that FasTaco was requesting a sign variance. The sign on the south side meets the square footage limitation, but exceeds the height limitations by a few inches due to the angle of the sign. The sign on the east side of the building exceeds the square footage limitations and the height limitations. He also explained that the east wall is very big due to the height of the wall and a small sign may look unproportionate.

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:45 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD NOVEMBER 3, 2022. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, November 3, 2022, 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 Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Jim Hirth, City Council Place 4
Council Member Jimmy McDonald, City Council Place 5
Council Member Scott Gilbreath, City Council Place 6

City staff included: Deputy City Manager/Finance Director, Lori Watson
Asst City Mng'r/EDC Director, Jack Thompson
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Public Works Director, Mike Rocamontes

Absent: Mayor Pro-Tem Johnny Shotwell, City Council Place 1

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 Council Member Jesse Johnson followed by the Pledge of Allegiance to the American and Texas Flags.

PRESENTATIONS/PROCLAMATIONS

1. Crowley Fire Department - Presentation of Lifesaving Awards.

Mayor Billy Davis announced the presentation of the Lifesaving Award. Fire Chief Pleasant Brooks and Lt Keira Stephens came forward to recognize four fire fighters for recognizing signs that led to life saving measure for one of our Crowley Citizens. Awards were presented to Lt Michael Wissel, Firefighter/Paramedic Brant Garrett, Field Training Officer Bryson Parr, and Engineer Rob Constantine.

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 October 20, 2022.

Council Member Jimmy McDonald made the motion to approve the Consent Agenda item(s), second by Council Member Scott Gilbreath; council voted unanimously to approve the motion as presented. Motion carried 6-0.

PUBLIC HEARING

1. None.

CITY BUSINESS

1. Discuss and consider approval of a request by FasTaco for a variance from city code Section 102-124, "schedule for Signs in the Crowley Downtown District" to allow two wall signs to exceed the maximum size requirement.

A representative from Signs Up, the contractor for the FasTaco Sign came forward and explained due the angle of the sign, exact measurements are not possible. He explained that the "F" would be the only letter in the sign that would not meet code and they are requesting a variance to allow

for this. He further explained that aesthetically, this sign will look proportionate and appropriate for the walls they are being installed on.

Council Member Jim Hirth made the motion to approve the sign variances for FasTacos south and east side signs; second by Council Member Jimmy McDonald council voted unanimously to approve the motion as presented. Motion carried 6-0.

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.

ITEMS OF COMMUNITY INTEREST

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

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:20 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: November 17, 2022

Agenda Item: VII-1

Staff Contact: Pleasant Brooks

E-mail: pbrooks@ci.crowley.tx.us

Phone: 817-297-2201 ext. 5250

SUBJECT: Authorize the Execution of an Interlocal Agreement Concerning Automatic and Mutual Aid Fire Services with the Johnson County Emergency Services District #1

BACKGROUND/DISCUSSION

The City of Crowley (Crowley) desires to enter into an Interlocal Agreement (Agreement) with the Johnson County Emergency Services District #1 for mutual aid fire services. The Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act). Neighboring fire departments often enter into mutual aid agreements to augment emergency response resources at major incidents or to gain emergency response efficiencies in areas where adjacent jurisdiction resources are located in close proximity.

Under the terms of the Agreement, Johnson County Emergency Services District #1 response will be within the City of Crowley's response area and may include response on an as-needed basis to working structure fires, emergency medical incidents, grass fire incidents, and certain hazardous material or technical rescue situations. Crowley's response to Johnson County Emergency Services District #1 may include response on an as-needed basis to working structure fires, emergency medical incidents, and grass fire incidents. Response from both agencies shall be subject to the availability of personnel and equipment.

Crowley and Johnson County Emergency Services District #1 will be legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting agency and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting agency.

FINANCIAL IMPACT

None

RECOMMENDATION

It is recommended that the City Council authorize the execution of an Interlocal Agreement concerning automatic and mutual aid fire services with the Johnson County Emergency Services District #1.

ATTACHMENTS

- Interlocal Agreement

**AGREEMENT FOR AUTOMATIC AID IN FIRE, AND MUTUAL AID FOR
DISASTER, OR EMERGENCY ASSISTANCE REQUESTED INSTANCES AND
TRAINING FIELD USE**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §
COUNTY OF JOHNSON §**

THIS AGREEMENT is entered into this ____ day of November 2022, by and between the CITY OF CROWLEY, TEXAS ("City"), and JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 ("District"), each acting herein through their appropriate governing bodies and duly authorized officials and hereinafter collectively referred to as the "Member Jurisdictions" pursuant to Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the governing officials of the Member Jurisdictions, political subdivisions of the State of Texas, desire to secure for each such jurisdiction the benefits of automatic and mutual aid for Johnson County Emergency Services District No. 1 and the City of Crowley, Texas, and access to the Johnson County Emergency Services District No. 1 Training Field Facility for the City of Crowley; and,

WHEREAS, both the City and the District have the requisite authority to enter into agreements such as the one set forth herein;

NOW, THEREFORE, it is agreed as follows:

1.

Upon the request of the Executive Director of the District ("ESD Director"), his designee, the Fire Chief of the City of Crowley, or the Fire Alarm Dispatchers of the Member Jurisdictions, fire department equipment and personnel of the Responding Party may be dispatched to any point within the normal response area of the Requesting Party designated by the ESD Director, Fire Chief, their designee, or Fire Alarm Dispatchers of said requesting Member Jurisdiction, subject to the conditions hereinafter stated.

It is hereby declared and agreed for the purpose of this agreement, that an emergency condition shall exist within the normal area of response of the applicable Member Jurisdiction at a time when one or more fires are in progress, or upon the occurrence of a situation reasonably requiring more equipment or personnel than can be provided by the District. When such a condition exists, the appropriate official of the Requesting Party, or his designee, shall determine the availability and practicality of sending fire department equipment beyond the normal response area of the Responding Member Jurisdiction, and the judgment of said designee shall be final.

2.

Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- A. Any requests for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and/or personnel are to be dispatched. The amount and type of equipment and the number of personnel to be furnished, if any, shall be at the sole discretion of the Responding Party.
- B. Personnel from the Responding Party shall report to the officer in charge of the Requesting Party at the location to which the equipment is dispatched and shall be subject to the orders of that official.
- C. Incident Command and accountability will be established and transferred according to the established standards and guidelines of the National Incident Management System (NIMS) and any other applicable laws, rules, regulations, or guidelines.
- D. Notification of failure to implement and utilize a working accountability shall be made directly to the Incident Commander of the Requesting Party.
- E. Personnel Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the officer in charge of the Responding Party's equipment and/or personnel determines, in his sole discretion, that further assistance should not be provided or is not necessary.
- F. As soon as possible after the situation is stabilized, all Responding Parties are to be released. A mutual aid response is considered the first operational period of 8 hours ("First Operational Period"), and for each operational period after 8 hours ("Subsequent Operational Periods"), any response hereunder will be considered a mutual aid response and subject to reimbursement, as appropriate. Nothing in this Agreement shall preclude any party from seeking reimbursement of expenses from third parties, or other appropriate entities, including, but not limited to, local, state, or federal government agencies, as appropriate. Nothing in this Agreement obligates a party responding to an emergency situation hereunder from remaining on scene for more than the first operational period.

3.

To further the mutual goals of the highest level of services to the citizens of both the District and the City, in areas where common jurisdictional boundaries exist, it is understood that an accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the jurisdiction receiving the alarm

to dispatch its forces and to render aid at the scene of the emergency until an accurate determination of jurisdictional responsibility can be made, and if outside the responding entity's jurisdiction, until the responding jurisdiction is properly relieved by the entity having jurisdiction. Under the conditions described in this paragraph, the terms and conditions of this contract will be in effect as though a request for automatic or mutual aid had been initiated.

4.

In addition to the remuneration set forth above, exchange for Automatic and Mutual Aid responses by the City to areas within the jurisdiction of the District, the District's Training Field Facility shall be provided to the City, and not subject to user fees, as scheduling of the facility shall permit.

5.

Each jurisdiction waives all claims against the other entity for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. Each party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006(a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, nor shall be deemed to waive, any right, immunity, or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement. The parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.

6.

Neither jurisdiction shall be reimbursed by the other entity for costs incurred pursuant to this Agreement for the First Operational Period, but for each Subsequent Operational Period the Requesting Party shall reimburse the Responding Party as appropriate under applicable statute, law,

rule, or regulation. Personnel who are assigned, designated, or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits and Worker's Compensation benefits, as though the service had been rendered within the limits of the jurisdiction where regularly employed. All wage and disability payments, pension payments, damage expense to real or personal property, medical expenses, and expenses of travel, food, and lodging shall be paid by the jurisdiction in which the employee in question is regularly employed.

7.

Equipment used by either party, will be owned, leased, or rented by said party while carrying out the provisions of this Agreement. All personnel acting for the responding fire department will be an employee or volunteer member of that entity while carrying out the provisions of this Agreement, for all purposes including any claims for Worker's Compensation that may arise during the action.

At all times while equipment and personnel of the responding jurisdiction are traveling to, from, or within the geographical limits of the normal response area of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Responding Party. Further, such personnel shall be deemed to be engaged in a governmental function of their jurisdiction.

8.

In the event that an individual or entity shall be cited as a defendant party to any civil action arising out of official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that should be reasonably expected had such civil action arisen out of an official act within the scope of the employee or volunteer's duties for, and occurred within the jurisdiction of, the entity where regularly employed or volunteering. The benefits described in this paragraph shall be supplied by the jurisdiction where the individual is regularly employed or regularly volunteers.

It is expressly understood and agreed that, in the execution of this Agreement, neither jurisdiction waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising out of the exercise of governmental powers and functions or as otherwise available under applicable statute, law, rule, or regulation.

9.

It is agreed by and between the parties hereto that either party shall have the right to terminate or amend this Agreement after first giving a ninety (90) days written notice to the other party.

10.

This Agreement contains all commitments and agreements of the parties hereto. No other oral or written commitments shall have any force or effect if not contained herein.

11.

Each party agrees that if legal action is brought under this Agreement, exclusive venue will lie in either Tarrant County or Johnson County, Texas, and the laws of the State of Texas shall apply.

12.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.

In order to assist each other in the process of automatic and mutual aid response planning and training, each jurisdiction will inform the other of all automatic and mutual aid and training field use agreements which each entity has instituted with other municipalities, entities, counties, organizations, or other State agencies.

14.

Each party agrees that any funds expended under this agreement shall be from current funds, unless otherwise allowed by law.

15.

This Agreement shall be effective on the date of the last Member Jurisdiction signatory, and shall continue in effect for twelve (12) months from that date.

JOHNSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1

By: _____
GERALD MILLER, President

Date: _____

ATTEST:

PHIL WILLIAMS, Secretary/Treasurer

By:_____
TOM FOSTER, Executive Director

APPROVED AS TO FORM:

By:_____
KEN CAMPBELL, District's Attorney

CITY OF CROWLEY, TEXAS

By: _____
BILLY DAVIS, Mayor

Date: _____

ATTEST:

CAROL KONHAUSER, City Secretary

By: _____
ROBERT LOFTIN, City Manager

APPROVED AS TO FORM:

By: _____
ROB ALLIBON, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: November 17, 2022

Agenda Item: VII-2

Staff Contact:

E-mail:

Phone:

Mike Rocamontes

Public Works Director

mrocamontes@ci.crowley.tx.us

817-297-2201-X 3290

SUBJECT: Discuss and Consider Approval and amended developer agreement/CFA for Karis Phases 1A, 1B, and 1C.

BACKGROUND/DISCUSSION

Discuss and consider approving the amended Developer Agreement/CFA for Karis Ph.1 A, B and C. The purpose of the amendment is to allow the Developer's builders to obtain building permits, in order to start construction of their model and production homes prior to final completion and acceptance of the public infrastructure. It will allow for five (5) model and ten (10) production homes per builder. No CO's will be given to builders until final acceptance of the sub-phase being built on (A, B or C) has been given.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the amended agreement

ATTACHMENTS

- Amended Developer Agreement

**AMENDED CITY OF CROWLEY DEVELOPER'S AGREEMENT
FOR THE
KARIS ADDITION PHASE 1
AND OFFSITE WATER IMPROVEMENTS (BEVERLY ST. WATER LINE)**

THIS CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE KARIS ADDITION PHASES 1A, 1B, AND 1C AND OFFSITE WATER FACILITIES (BEVERLY ST. WATER LINE) (this "Agreement") is entered into on the ____ day of October, 2022, among the City of Crowley, Texas, hereinafter referred to as the "CITY", Karis Municipal Management District of Tarrant County, hereinafter referred to as the "DISTRICT," and CH TNC Karis Owner LLC, hereinafter referred to as the "DEVELOPER".

WHEREAS, the DEVELOPER has requested the CITY to permit the development of a tract of land to be known as Karis Phases 1A, 1B, and 1C (the "Addition"), which is described by metes and bounds on Exhibit "A" attached hereto; and

WHEREAS, the Addition is located wholly within the boundaries of the DISTRICT; and

WHEREAS, the CITY, the DISTRICT and the DEVELOPER, along with the Board of Directors of Crowley Reinvestment Zone Number One ("TIRZ #1"), are parties to that certain Project Finance and Operating Agreement (the "Finance Agreement"), effective January 21, 2021; and

WHEREAS, the Finance Agreement addresses, among other items, the financing of public improvements within the DISTRICT and sets forth certain rules for the development and operation of the DISTRICT; and

WHEREAS, under the Finance Agreement, the DISTRICT and the DEVELOPER each is responsible for the construction of certain categories of public infrastructure improvements within the Addition; and accordingly, the term "OWNER" hereinafter shall refer to the DISTRICT or the DEVELOPER, as may be applicable with respect to the type of public infrastructure improvements being addressed; and

WHEREAS, any private infrastructure improvements to be constructed within the Addition shall be the responsibility of the DEVELOPER, so with respect to such private improvements the term "OWNER" shall refer to the DEVELOPER; and

WHEREAS, in order to serve the Addition and other development within the CITY, the DEVELOPER will construct the Beverly Street Water Line offsite water improvements at the DEVELOPER's cost, and the CITY agrees to request TIRZ #1 to reimburse the DEVELOPER for the capital outlay for such off-site water line improvements as TIRZ funds are available; and such improvements will be considered as part of the public improvements addressed in this Agreement; and

WHEREAS, the DEVELOPER has filed a preliminary plat for the Addition, which requires the construction of community facilities and improvements to serve the Addition as

provided herein; and

WHEREAS, the parties heretofore have entered into a City of Crowley Developer's Agreement for the Karis Addition Phase 1 and Offsite Water Improvements, executed November 4, 2021 (the "Original Agreement"); and

WHEREAS, this Agreement is intended to amend, restate, replace and supersede the Original Agreement; and

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DISTRICT and the DEVELOPER and their respective representatives, officers, agents, servants, employees, successors and assigns.

NOW, THEREFORE, the CITY, the DISTRICT and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. ZONING, PLATTING and ADDITION PLANNING

All property owned by the DEVELOPER and located within the limits of the Addition shall be zoned and platted in accordance with the Comprehensive Zoning Ordinance of the City (the "Zoning Ordinance"), as amended, and Chapter 98 of the City Code of Ordinances (the "General Development Ordinance"), as amended. Building permits may be issued by phase or sub-phase, as described in paragraph C. of this Agreement. . The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting.

The DEVELOPER shall comply with all requirements in this Agreement as a condition of approval of the Addition.

B. PUBLIC IMPROVEMENTS

All public and private infrastructure improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the OWNER, at no cost to the CITY (except in the case of the Beverly Street Water Line offsite improvements which shall be subject to reimbursement to the [DEVELOPER] from TIRZ #1), in accordance with the general development regulations of the Unified Development Code of the CITY and other regulations of the CITY, and as approved by the City engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement.

The OWNER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of plans and specifications for the construction of the public improvements. The OWNER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting as required by the General Development Ordinance. Such documents shall be approved by the City engineer or his agent prior to approval and filing of a final plat. Construction of such improvements shall not be initiated until a pre-

construction conference with the City has been conducted regarding the proposed construction.

In accordance with the General Development Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City engineer or his agent to evaluate conformance with the Construction Plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the OWNER, its engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement and the General Development Ordinance, the OWNER shall deliver to the CITY the following as-built construction plans for the public improvements constructed or engineered by the OWNER:

1. One FULL set in AutoCAD 14 (or the City's most recent version);
2. One FULL MYLAR set;
3. One FULL Blue-Line set;
4. One Blue-Line copy of the executed ("filed") Final Plat sheet;
5. Two (2) Blue-Line copies of the Water and Sanitary Sewer Layout sheet at a scale of 1:200; and
6. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200.
7. Shapefiles (GIS) providing the location of water and sanitary sewer layout, storm drain layout, and street layout reflecting correct right-of-way width. The shapefiles shall be provided in the Texas NAD83 State Plane coordinate system for North Central Texas.

On all public improvements included in this Agreement for which OWNER awards his own construction contract, OWNER agrees to pay all fees required by the CITY under lawfully adopted ordinances and resolutions, unless otherwise agreed by OWNER and the CITY,

OWNER, or OWNER's contractors, must maintain insurance relating to the construction of the Improvements pursuant to this Agreement meeting the requirements of the CITY, including workers' compensation, general liability, and comprehensive automobile/truck liability insurance, and such insurance shall name the CITY as an additional insured.

C. BUILDING PERMITS

Building permits will be issued for the Addition in accordance with the following schedule.

1. EARLY RELEASE OF MODEL LOTS AND INITIAL PRODUCTION LOTS

Building permits for fifteen (15) Lots per builder (up to a maximum of 5 builders) for Model Lots and Initial Production Lots per Phase (i.e. Phase 1) and building permit for the School Site will be issued when the following conditions are met within the Phase or sub-Phase (i.e. Phases 1A, 1B, and 1C) in which the Lots are located:

1	Site Approval by the Erosion Control Inspector
2	Lab reports required have been received and reviewed for compliance

3	Streets and Alleys serving the entire sub-Phase are complete
4	Drainage facilities serving the entire sub-Phase are complete
5	Water facilities and water meter boxes serving sub-Phase 1A are complete by November 30, 2022 to allow testing by City Inspector. If the installation of meter boxes is NOT completed by November 30, 2022, no additional Permits will be issued until complete installation is achieved. Water facilities and water meter boxes must be completed in sub-Phase 1B and 1C prior to early release of Permits being issued. No C.O.'s will be issued until water facilities and water meter boxes for entire sub-Phases are complete and approved by City.
6	Sanitary sewer facilities serving the entire sub-Phase are complete
7	All Barrier Free Ramps (BFR's) and sidewalks installed in public R.O.W. in full compliance with all Federal, State, and local ADA regulations. Sidewalks and BFRs that are to be constructed by the home builder are excepted from this requirement.
8	Stop signs and street name blades installed.
9	All structurally designed retaining walls over 4' approved by Building Permits Office, and sealed letter from Engineer certifying construction and inspection of all walls received.
10	If applicable, all bridge sheets provided (plan/profile, layout, details, sections, etc.
11	Two points of egress/ingress per sub-Phase must be maintained for more than 30 building permits to be issued.

Total eligible Home Builder number shall be capped at five (5).

Total number of building permits issued shall not exceed the total amount of the buildable lots per the sub-Phase.

Building Permits for Model Lots may still be issued if a punch list of inspection items remains to be corrected, at the discretion of the Public Works Director or designee.

No Certificate of Occupancy for any lot within each sub-Phase will be issued until that sub-Phase has received Final Acceptance.

2. SUBSTANTIAL COMPLETION

Building Permits for all Lots within the Phase or sub-Phase (i.e. Phases 1A, 1B, and 1C) may be issued when Subdivision Improvements that serve those lots are Substantially Complete. Subdivision Improvements to serve the Lots shall be deemed "Substantially Complete" or shall have been deemed to have met "Substantial Completion" when all of the following requirements have been satisfied as to the Lots (the date on which all of the following requirements have been satisfied for the Lots is referred to herein as the "Substantial Completion Date").

1	All items in Paragraph C. 1. That are required for Early Release of Lots.
2	Street lights within subdivision Phase or sub-Phase are installed and operational or temporary security lighting installed.

Building Permits for all Lots may still be issued if a punch list of inspection items remains to be corrected, at the discretion of the Public Works Director or designee.

No Certificate of Occupancy for any lot within each sub-Phase will be issued until that sub-Phase has received Final Acceptance.

3. FINAL ACCEPTANCE

1	All items in Paragraph C. 2. That are required for Substantial Completion.
2	Public Parks (City owned Parks) completed
3	Copy of NOT / CSN received.
4	Street lights within subdivision Phase or sub-Phase are operational
5	Franchise utilities installed (electric, gas, and conduit installed for non-critical utilities)
6	Verify with Construction Inspector that Punch List is completed

After all items submitted and approved by Public Works staff, a final letter of acceptance will be issued.

D. CONSTRUCTION BONDS

Prior to initiating any construction for the Addition, the construction contractor(s) for the OWNER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND

A good and sufficient performance bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the OWNER and the prime contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The performance bond shall guarantee completion of the improvements within two years of execution of the Original Agreement.

2. PAYMENT BOND

A good and sufficient payment bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the OWNER and the prime contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

3. MAINTENANCE BOND

A good and sufficient maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the public improvements (and any private improvements constructed in lieu thereof), guaranteeing the maintenance in good condition of the public improvements for a period of two (2) years from and after the date that a letter of acceptance is issued by the CITY or the OWNER, as may be applicable.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company

through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its mayor, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

E. UTILITIES

1. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the OWNER in accordance with the plans and specifications prepared by the OWNER's engineer and accepted by the CITY prior to the issuance of any building permit. Inspection of water improvements, and issuance of building permits may be completed by Phase or Sub-Phase (i.e. Phases 1A, 1B, and 1C) in accordance with Paragraph C of this Agreement. The CITY shall assume maintenance responsibilities of the water system and improvements within the dedicated easements once the two-year maintenance bond is released.

2. SANITARY SEWER

All required on-site and off-site sanitary sewer mains, manholes and other improvements shall be constructed by the OWNER in accordance with the plans and specifications prepared by the OWNER's engineer and accepted by the CITY prior to the issuance of any building permit. Inspection of sanitary sewer improvements, and issuance of building permits may be completed by Phase or Sub-Phase (i.e. Phases 1A, 1B, and 1C) in accordance with Paragraph C of this Agreement. The CITY shall assume maintenance responsibilities of the sewer system and improvements within the dedicated easements once the two-year maintenance bond is released.

3. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the OWNER in accordance with the plans and specifications prepared by the OWNER's engineer and accepted by the CITY prior to the issuance of any building permit. Inspection of drainage improvements, and issuance of building permits may be completed by Phase or Sub-Phase (i.e. Phases 1A, 1B, and 1C) in accordance with Paragraph C of this Agreement. The OWNER agrees to comply with all applicable EPA, TCEQ and other federal, state and local requirements relating to the planning, permitting and management of storm water. The OWNER agrees to construct the necessary drainage facilities within the Addition. These facilities shall be designed and constructed in accordance with the CITY's General Development Ordinance, and the Construction Plans. The OWNER agrees to comply with all provisions of the Texas Water Code. The CITY shall assume maintenance responsibilities of the drainage facilities and improvements within the dedicated easements once the two-year maintenance bond is released.

4. STREETS

1. OWNER agrees to construct the street Facilities in the Addition in accordance with plans and specifications to be prepared by the OWNER's engineer and approved by the City Engineer and made a part of this agreement as Exhibit "B".
2. The Developer will be responsible for:
 - a. Installation and two-year operation cost of street lights, which shall be payable to the City prior to final acceptance of the Addition; or an agreement with utility provider stating that no charge to the City will be made for street lights for the two-year duration or until 80% of the lots in the subdivision Phase are occupied.
 - b. Installation of all street signs designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard generally employed by the Developer and approved by the City in accordance with City ordinances.
 - c. Installation of all regulatory signs recommended based upon the Manual of Uniform Traffic Control Devices, as prepared by the Developer's engineer, by an engineering study or direction by the City Engineer. It is understood that Developer may install signs having unique architectural features. However, should the signs be moved or destroyed by any means, the City is only responsible for replacement of standard signs utilized by the City.
3. All street Facilities will be subject to inspection and approval by the City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement.
4. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are planned.
5. It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City Engineer as soon as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

5. SIDEWALKS

Sidewalks shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements. City acknowledges that the Developer or the District may defer those portions of the internal sidewalks to builders; however, failure of a builder to construct such portions shall not relieve the Developer of this responsibility.

F. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

G. FEES

1. IMPACT FEES

It is understood and agreed that impact fees will be assessed by the CITY at the time of final platting of the Addition, including the applicable sanitary sewer and water impact fees assessed by both the CITY and the City of Fort Worth. These fees must be paid prior to obtaining building permits for lots in the Addition.

2. PUBLIC UTILITIES

The DEVELOPER agrees to pay the public utility companies (Charter Communications Cable Company, SBC Telephone Company, TXU Energy Company, Atmos and ONCOR for electric service) for their required costs of main installations, for street lighting, etc. for the Addition.

3. PARK FEES

The DEVELOPER has dedicated park land in-lieu-of paying a \$1,200.00 per LOT fee.

4. INSPECTION FEES

The DEVELOPER shall deposit with the CITY the amount of three percent (3%) of the contract price of the Improvements to cover the CITY's costs to inspect the Improvements. Estimated costs for the Improvements are as shown on Exhibit "C" attached hereto. The actual fees due to the CITY shall be based on reconciled contract prices.

H. DETERMINATION OF ROUGH PROPORTIONALITY

Developer hereby agrees that the specific exactions required by the City and agreed to by the Developer in this Agreement (collectively the “Exactions”), and any land or property it donates to the City as part of the development of any public improvements, are roughly proportional to the need for such exaction or land, and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the public improvements. Developer specifically waives and releases all claims which Developer may have against the City: (1) related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the public Improvements; (2) related to the specific exactions required by the City and agreed to by Developer in this Agreement; and (3) that any exactions required by this Agreement constitute a “taking” (i.e., an inverse condemnation) under the Texas or United States Constitutions.

I. GENERAL CONDITIONS

1. CONSTRUCTION TIME

Work performed under this Agreement shall be commenced within one (1) year from the date of the Original Agreement. In the event the work is not completed within two (2) years from commencement of construction, the City may, at its election, draw on the performance bond, or other security provided by Owner and complete such work at Owner’s expense, provided however, that if the construction under this Agreement shall have started within the two (2) year period, the City may agree to renew the Agreement with such renewed Agreement to be in compliance with the City policies and ordinances in effect at that time.

2. LAW COMPLIANCE

The DEVELOPER and the DISTRICT each agrees to comply with all federal, state and local laws that are applicable to development of the Addition.

3. EROSION CONTROL

During construction of the improvements in the Addition and after the streets have been installed, the DEVELOPER agrees to keep the streets free from soil build-up. The DEVELOPER agrees to use soil control measures such as silt screening, hydromulch, etc., to prevent soil erosion. It will be the DEVELOPER'S responsibility to present to the City engineer a soil control development plan that will be implemented for the Addition. When, in the opinion of the City engineer or his agent, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the DEVELOPER, the DEVELOPER will have forty- eight (48) hours to clear the soil from the streets or affected areas. If the DEVELOPER does not remove the soil from the streets within the forty-eight (48) hours, the CITY may cause the soil to be removed either by contract or CITY forces and place the soil within the Addition at the DEVELOPER'S expense. All expenses must

be paid to the CITY prior to acceptance of the Addition.

4. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

5. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. The OWNER, its successors and assigns, agrees to accept responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees, to the extent permitted by applicable law, to indemnify and hold harmless the CITY from any and all damage, loss or liability of any kind whatsoever by reason of injury to property or third persons occasioned by the location of these amenities within the public right-of-way, and the OWNER, its successors and assigns, shall defend and protect the CITY against all such claims and demands. The OWNER shall replace any plants, trees, or grass that die with the same or similar type of plant, tree, or grass that is the same or similar size and with respect to plants and grass that die, in the same stage of growth.

6. BUILDING PERMITS AND INGRESS/EGRESS

Any subdivision in the City of Crowley with 30 lots or more requires two points of ingress/egress.

7. VENUE

Venue for any action brought hereunder shall be in Tarrant County, Texas.

8. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER or the DISTRICT without the express written consent of the City Manager of the City, which consent shall not be unreasonably withheld.

J FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

The CITY will not issue a letter of acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City engineer or his agent.

However, upon substantial completion, a "punch list" of outstanding items shall be presented to the OWNER's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the public improvements in the Addition.

Subject to the provisions of the Finance Agreement, OWNER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a letter of acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the OWNER hereby relinquishes any right, title or interest in and to such public improvements or any part thereof (although the DEVELOPER shall retain any and all contractual rights with respect to reimbursement by the DISTRICT for the costs of public improvements). It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the letter of acceptance is issued.

K. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, grantees, trustees, and/or representatives, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or General Development Ordinance or any other ordinance of the CITY.

L. HOLD HARMLESS AGREEMENT

THE OWNER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE OWNER, ITS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE OWNER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DESIGNS AND SPECIFICATIONS OF THE OWNER'S ENGINEER INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE OWNER SHALL DEFEND AT ITS

OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE OWNER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DO HEREBY FULLY RELEASE AND AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

M. AMENDMENTS

This Agreement may be changed or modified only with the written consent of the DEVELOPER, the Board of Directors of the DISTRICT, and the City Council of the CITY.

N. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further certificates of occupancy or building permits in the Addition, and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Tarrant County as a mechanic's lien against the property in the Addition; and in the alternative, the CITY shall be authorized to levy an assessment against the property in the Addition for public improvements in accordance with applicable state law.

O. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DISTRICT and the DEVELOPER and their respective successors, heirs, assigns, grantees, trustees and/or representatives.

P. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal,

or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

Q. DEFAULT

1. If OWNER has not commenced construction within one (1) year after the execution of this Agreement, or completed construction within two (2) years from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to Section H.1. hereof.
2. If DEVELOPER should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the Developer involving bankruptcy, insolvency, reorganization, liquidation or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured. Notice shall be sent to the Developer at the address listed in the signature line below. If Developer shall not cure the breach within the time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

R. TERMINATION AND RELEASE

Upon the satisfactory completion by the OWNER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DISTRICT and the DEVELOPER, and their respective assigns, successors, grantees, trustees and/or representatives, and the CITY shall file said release in the county records; provided, however, the City's maintenance obligations with respect to the improvements described in this Agreement shall continue regardless of any termination or release of this Agreement.

S. PRIOR AGREEMENT CONTROLS

In the event of any conflict between a provision of this Agreement and a provision of the Finance Agreement, such provision of the Finance Agreement shall control.

T. SUPERSEDES ORIGINAL AGREEMENT

This Agreement shall replace and supersede the Original Agreement for all purposes and in all respects.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

CH TNC KARIS OWNER LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

Address: 2201 E. Lamar Boulevard, Suite 115
Arlington, Texas 76006

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of October November, 2022, by _____, Authorized Signatory of CH TNC Karis Owner LLC, a limited liability company, on behalf of said company.

(SEAL)

Notary Public in and for the
State of Texas

KARIS MUNICIPAL MANAGEMENT DISTRICT
OF TARRANT COUNTY

(SEAL)

By: _____
President, Board of Directors

Address: 19 Briar Hollow Lane, Suite 245
Houston, Texas 77027

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____th day of October, 2022, by _____, _____, Board of Directors, Karis Municipal Management District of Tarrant County, a political subdivision, on behalf of said political subdivision.

(SEAL)

Notary Public in and for the
State of Texas

CITY OF CROWLEY

By: _____
Robert Loftin, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TARRANT

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§

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the City Manager of the City of Crowley, Texas, and that he executed the same on behalf of the City for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION
KARIS ADDITION PHASE 1

EXHIBIT “B”
DESCRIPTION OF IMPROVEMENTS

- Karis Phase 1A – Paving, Drainage, Water, Sanitary Sewer & Grading Improvements
- Karis Phase 1B – Paving, Drainage, Water, Sanitary Sewer & Grading Improvements
- Karis Phase 1C – Paving, Drainage, Water, Sanitary Sewer & Grading Improvements
- Karis Off-Site Water Improvements

EXHIBIT "C"
DESCRIPTION OF ESTIMATED COSTS

The estimated Construction Cost and Community Facilities Fee is as follows:

Onsite:

1.	Water lines and appurtenances	\$ 1,865,641.00
2.	Sewer lines and appurtenances	\$ 2,452,263.00
3.	Streets, street signs, lighting.....	\$ 6,518,665.87
4.	Storm drainage systems.....	\$ 3,691,595.00

Offsite:

1.	Water	\$ 997,860.10
2.	Sewer.....	\$ 0.00
3.	Streets.....	\$ 0.00
4.	Storm Drains	\$ 0.00
5.	Retaining Walls	\$ 0.00

Total Estimated Construction Cost\$15,526,024.97

Total Estimated Construction Inspection Fees (3_%)..... \$465,780.75

Note: Actual Construction Inspection Fees to be reconciled upon construction contract completion and may result in additional fees due to City or refund to Owner.



Crowley City Council

AGENDA REPORT

Meeting Date: November 17, 2022

Staff Contact: Cristina Winner

Agenda Item: VII-3

E-mail: cwinner@ci.crowley.tx.us

Phone: 817-297-6707 x 2090

SUBJECT: Discuss and consider approval of an agreement with Meals on Wheels to provide congregate meals and transit services for Crowley senior program

BACKGROUND/DISCUSSION

This is a renewal of the 2-year agreement for congregate meals currently in place with Meals on Wheel (MOW). MOW has the contract with the Area Agency on Aging (AAA) to provide congregate meals at activity centers in Tarrant County.

The transit agreement is a new partnership between the City of Crowley, MOW and the AAA to provide transportation to and from the senior program, housed in the Crowley Recreation Center. This program will be for ambulatory 60+ residents of Crowley, who are unable to attend the center for socialization and meals due to lack of transportation. MOW will provide round trip transportation to the senior program for the purpose of socialization, meals, and participation in events. Reservations are required and city staff will work with MOW staff to coordinate these rides.

MOW staff will contract with an approved vendor to pick up the resident at their home and deliver them to the center for activities and lunch and take them home according to a schedule. All trips reserved by Meals on Wheels with an approved vendor incur a cost of \$31.00, \$15.50 each way. Meals On Wheels will pay for each reserved trip using funds allocated by the Area Agency on Aging, as available. Cancelled trips do not qualify for reimbursement by the Area Agency on Aging and therefore will be billed to the City of Crowley for payment at \$31.00 per person. Policies will be put in place at the center to ensure that seniors don't consistently reserve a ride and then cancel. MOW prefers that cancellation of a trip be provided one day in advance, although rides can be cancelled up to 7 AM the day of the trip, and this would ensure no charge.

FINANCIAL IMPACT

The City Council has allocated up to \$10,000 in funding for the transit program. The city will be responsible for reimbursing for cancelled rides without proper advance notice given to MOW staff. (i.e., Senior A orders a ride for Tuesday morning and when the driver shows up, they choose not to attend that day as previously scheduled.)

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

- 2-year contract with Meals on Wheels
- 1 year transit agreement with Meals on Wheels



Crowley City Council

AGENDA REPORT

Meeting Date: November 17, 2022

Agenda Item: VII-4

Staff

Contact: Rachel Roberts

E-mail: rroberts@ci.crowley.tx.us

Phone: 817/297-2201 x 3030

SUBJECT: Authorize the City Manager or designee to execute a contract with SAFEbuilt to continue building inspection and plan review services

BACKGROUND/DISCUSSION

Crowley uses SAFEbuilt (previously Countywide) to provide plan review and inspection services for building permits. The city's current contract with SAFEbuilt expires after November 30. The contract's fee for services is \$85,000/year. This price was set when the inspection services were still provided by Countwide. SAFEbuilt's proposed new contract uses their standard fee schedules, which are based on a percentage instead of a set annual fee. The new contract seems to be in line with typical fees for these services but still represents a significant cost increase.

We are still in negotiations with SAFEbuilt on a contract. We are also talking with two other vendors and are looking at the option of hiring a full-time building official. Unfortunately, there is not time to explore these other options before the contract with SAFEbuilt expires, so staff recommends authorizing the city manager (or designee) to execute a new contract with SAFEbuilt for at least the short-term. After thoroughly reviewing the city's options, staff may bring a different option to Council later. But in the meantime, a new SAFEbuilt contract will allow us to continue having inspection services once the current contract expires.

We are still in negotiations with SAFEbuilt and do not yet have a final version to present to Council. The version of the contract enclosed with this communicator is the redline version we sent to SAFEbuilt for their consideration. Council will see that staff requested to change the termination notice period from 90 days to 30 days. Our current contract contains a 30-day notice requirement, and we would prefer to retain that same requirement. This shorter notice period will allow us to make a change more quickly should the city decide to go in another direction. We have also asked SAFEbuilt separately to consider adjusting the fee for commercial permits from 95% to 85%.

FINANCIAL IMPACT

SAFEbuilt's proposed fees are based on a percentage of the city's permit fees collected. SAFEbuilt proposes to collect 60% of the city's residential building permit and plan review fees and 95% of the city's commercial building permit and plan review fees.

Since we do not know exactly how much development will occur in 2023, we don't know what next year's permit revenues will be; we cannot say definitively what the SAFEbuilt fees will be. However, we can look at the past years and recent projects for an idea of what the city can expect to pay.

Table 1. Building Permit Fees Collected in FY21 and FY22		
RESIDENTIAL		
	FY 21	FY 22 (as of Aug. 2022)
Total Fees Collected	\$277,233.59	\$323,922.09
SAFEbuilt 60%	\$166,340.15	\$194,353.254
Remainder for City of Crowley	\$110,893.44	\$129,568.836
COMMERCIAL (incl. sign permits)		
	FY 21	FY 22 (as of Aug. 2022)
Total Fees Collected	\$190,245.17	\$43,324.08
SAFEbuilt 95%	\$180,732.91	\$41,157.88
Remainder for City of Crowley	\$9,512.26	\$2,166.20
<i>These numbers do not include trade permits and misc. permits such as fences.</i>		

For building permits for new construction, we charge both a building permit fee and a plan review fee. Tables 2 and 3 below show fees we collected from recent projects in FY22 and what we could expect to pay SAFEbuilt under the new contract for those same projects.

Table 2. Examples of commercial permit fees and plan review fees under new contract			
PERMIT FEES from recent commercial projects		Amount to be paid to SAFEbuilt under new contract	Amount city would retain
Example A:	\$3,441.50	\$3,269.43	\$172.07
Example B:	\$2,965.84	\$2,817.55	\$148.29
Example C:	\$18,109.44	\$17,203.97	\$905.47

PLAN REVIEW fees collected		Amount to be paid to SAFEbuilt under new contract*	Amount city would retain
Example A:	\$2,236.98	\$2,125.13	\$111.85
Example B:	\$1,927.80	\$1831.41	96.39
Example C:	\$11,771.14	\$11,182.58	588.56

**Plan review fees for commercial permits are 65% of the permit fee. SAFEbuilt would collect 95% of that fee.*

Table 3.			
Examples of recent residential projects			
Size of house (sq ft)	Permit fee	Amount to be paid to SAFEbuilt	Amount city would retain
2,114	\$1,585.5	\$951.30	\$634.20
2,572	\$1,929	\$1,157.40	\$771.60
2,835	\$2,126.25	\$1,275.75	\$850.50
3,559	\$2,669.25	\$1,601.55	\$1,067.70

RECOMMENDATION

Staff recommends authorizing the City Manager or designee to execute a contract with SAFEbuilt.

ATTACHMENTS:

- Redline version of SAFEbuilt contract

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF CROWLEY, TEXAS
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Crowley, Texas, ("Municipality") and SAFEbuilt Texas LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services. ~~Fee Schedule shall be effective the 1st (first) day of the month following full execution of Agreement.~~

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Municipality's receipt of Consultant's invoice ~~date~~. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on October 01, 2022, following execution by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ~~ninety- thirty~~ (930) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ~~ninety- sixty~~ (960) days after date of termination. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) ~~without~~ notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates ~~without~~ notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any

incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will, within thirty (30) days of expiration or termination, will be exported into a CSV file by Consultant and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. ~~SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES~~

~~During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus. [Intentionally Deleted]~~

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Rachel Roberts, Planning & Community Development Director City of Crowley 201 East Main Street Crowley, Texas 76036 Email: rroberts@ci.crowley.tx.us	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of ~~dispute resolution or~~ litigation to enforce any of the terms herein, ~~each Party shall pay all its own costs and attorney's fees~~ the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's attorney's fees and costs of court.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL VERIFICATIONS

~~Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. Consultant verifies and certifies that it does not and during the duration of this Agreement will not:~~

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

35. GOVERNMENTAL IMMUNITY

It is expressly understood and agreed that the execution of this Agreement shall in no way be construed or deemed a waiver of governmental immunity from suit or liability that would otherwise be available to Municipality against claims arising in the exercise of governmental powers and functions.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO
SAFEbuilt Texas, LLC

Date

Signature
City of Crowley, Texas

Date

Name and Title
City of Crowley, Texas

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official

- ✓ Consultant shall serve as the designated Building Official for the Municipality under the adopted municipal codes and ordinances.

Building, Electrical, Plumbing, Mechanical Inspection

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Discuss inspection results with site personnel
- ✓ Consultant agrees to take commercially reasonable steps to retain the current primary inspector assigned to the Municipality.

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment, whether in person or virtually, as requested by the Municipality
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents and submit to Consultant electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	15 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less
	✓ OSSF within	7 business days	5 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ ~~Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.~~
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows and shall be effective the 1st (first) day of the month following full execution of Agreement.
- ✓ Fees related to trade permits (plumbing, electrical, mechanical, etc.) are excluded from the services and this Fee Schedule/Agreement.

Service Fee Schedule:	
Residential Plan Review and Inspection Services Building, Mechanical, Plumbing, Electrical	95% of Municipal Building permit Plan Review and Building Permit Fee as established by ordinance or resolution
Commercial Plan Review and Inspection Services Building, Mechanical, Plumbing, Electrical	60% of Municipal Plan Review and Permit Building permit plan review and Building permit construction Fee as established by ordinance or resolution
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFEUILT PROVIDED SOFTWARE

1. ~~Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that~~ Municipality requires that Consultant provide services hereunder utilizing ~~utilize~~ hardware and/or software specified by and provided by Municipality, and Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.
Municipality will provide the following information to Consultant:
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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