



**Regular Session
Council Agenda Packet
October 20, 2022**

**CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
October 20, 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
OCTOBER 20, 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 - October 20, 2022 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. None.

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 September 15, 2022.
2. Discuss and consider approving amendment to the Johnson County Communications System Agreement increasing fees effective October 1, 2022.
3. Discuss and consider approval of the annual contract (October 1, 2022 through September 30, 2023) for the fire and ambulance service with Tarrant County Emergency Service District No. 1 and authorizing the Mayor to execute said contract.

IV. PUBLIC HEARINGS

1. None

V. CITY BUSINESS

1. Consider approval of Resolution R10-2022-376, authorizing the submission of a grant application with the Office of the Governor for the 2022 Bullet-Resistant Shield Grant Program; authorizing the City Manager to act on behalf of the City of Crowley in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the City will comply with all project requirements of the Office of the Governor.
2. Discuss and consider approving Ordinance 10-2022-474, granting to ATMOS Energy Corporation, its successors and assigns, a franchise to construct maintain, and operate pipelines and equipment in the City of Crowley, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing for an effective date, a term of said Franchise; and providing for the repeal of all previous Franchise Ordinances.
3. Discuss and consider Special Event Permit Application to hold a car show in Bicentennial Park on November 19, 2022 to raise money for the Crowley Cemetery Restoration Project.
4. Discuss and consider approval of a preliminary plat for Canoe Way Townhomes Tract 1, an approximately 19.284 acre development within Canoe Way planned development district, being located in the Eli Wickson Survey, Abstract 1541, David. A. Kerr Survey, Abstract 911, and the Thomas. W. Toler Survey Abstract 1541, City of Crowley, Tarrant County, Texas. **Case # PP-2022-003.**

5. Discuss and consider adoption of Resolution R10-2022-377, a resolution of the City of Crowley, Texas, finding that ONCOR Electric Delivery Company LLC's application to change rates within the city should be denied finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.
6. Discuss and consider adoption of Resolution R10-2022-378 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items from the city for auction.
7. Discuss Waste Connections (dba Progressive Waste Solutions) 2022 rate increase for the solid waste contract. Then consider adoption of Ordinance 10-2022-475, an Ordinance of the City Council of the City of Crowley, Texas, amending the solid waste rate fees in Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing for publication; and providing an effective date.
8. Discuss and consider approval of Ordinance # 10-2022-476, amending the fees listed in Table 22, "Other fees and charges for community development" of Appendix A: Schedule of Rates, Fees and Charges of the Crowley City Code.
9. Discuss and consider executing a contract between the City of Crowley and Teague, Nall and Perkins for professional engineering services in updating the City's Water Capital Improvement Plan and the Water and Sanitary Sewer Impact Fee Study.
10. Discuss and consider approving the landscape design and engineering contract with Pacheco Koch for the 2023 Green Ribbon Project with TxDOT and authorizing the City Manager or approved designee to execute said contract.
11. Discuss and consider a construction project bid contract award for \$617,750.00 to David-Tehoungue Ltd. Co. for Horse Creek Farms Addition drainage improvements and authorizing the City Manager or designated signatory to execute said contract.
12. Discuss and Consider Approval of Developers Agreement for the Mesa Vista Business Park Addition.
13. Discuss and consider approving an Interlocal Agreement with the North Central Texas Council of Governments for purchase of aerial imagery to use in the city's GIS.

VI. ADJOURNMENT



**AGENDA
CROWLEY CITY COUNCIL
OCTOBER 20, 2022
REGULAR SESSION - 7:00 p.m.**

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

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REGULAR SESSION - October 20, 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 September 15, 2022.
2. Discuss and consider approving amendment to the Johnson County Communications System Agreement increasing fees effective October 1, 2022.
3. Discuss and consider approval of the annual contract (October 1, 2022 through September 30, 2023) for the fire and ambulance service with Tarrant County Emergency Service District No. 1 and authorizing the Mayor to execute said contract.

VI. PUBLIC HEARINGS

1. None

VII. CITY BUSINESS

1. Consider approval of Resolution R10-2022-376, authorizing the submission of a grant application with the Office of the Governor for the 2022 Bullet-Resistant Shield Grant Program; authorizing the City Manager to act on behalf of the City of Crowley in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the City will comply with all project requirements of the Office of the Governor.
2. Discuss and consider approving Ordinance 10-2022-474, granting to ATMOS Energy Corporation, its successors and assigns, a franchise to construct maintain, and operate pipelines and equipment in the City of Crowley, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing for an effective date, a term of said Franchise; and providing for the repeal of all previous Franchise Ordinances.
3. Discuss and consider Special Event Permit Application to hold a car show in Bicentennial Park on November 19, 2022 to raise money for the Crowley Cemetery Restoration Project.
4. Discuss and consider approval of a preliminary plat for Canoe Way Townhomes Tract 1, an approximately 19.284 acre development within Canoe Way planned development district, being located in the Eli Wickson Survey, Abstract 1541, David. A. Kerr Survey, Abstract 911, and the

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

Thomas. W. Toler Survey Abstract 1541, City of Crowley, Tarrant County, Texas. **Case # PP-2022-003.**

5. Discuss and consider adoption of Resolution R10-2022-377, a resolution of the City of Crowley, Texas, finding that ONCOR Electric Delivery Company LLC's application to change rates within the city should be denied finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.
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12. Discuss and Consider Approval of Developers Agreement for the Mesa Vista Business Park Addition.
13. Discuss and consider approving an Interlocal Agreement with the North Central Texas Council of Governments for purchase of aerial imagery to use in the city's GIS.

VIII. ADVISORY BOARDS AND COMMISSISONS

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

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

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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)**
 - **Conduct City Managers annual performance review**
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, October 20, 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.

CITY OF CROWLEY
CERTIFIED AGENDA OF THE EXECUTIVE/CLOSED SESSION
October 20, 2022

I. Statement of Beginning Executive/Closed Session

Mayor Billy Davis announced at the beginning of the executive/closed session:

“The City Council on October 20, 2022, beginning at _____ p.m., convened in an executive/closed session in accordance with the Texas Open Meetings Act (Local Government Code – Chapter 551).”

II. The following were present:

Mayor Billy Davis

Member Jerry Beck, Jr.

Member Johnny Shotwell

Member Jesse Johnson

Member Jim Hirth

Member Jimmy McDonald

Member Scott Gilbreath

City Manager Robert Loftin

City Attorney Rob Allibon

Other

Other

Other

III. Subjects Discussed in the Session Closed to the Public

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:

Personnel Matters (the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of Public Officers or Employees) Pursuant to Section 551.074:

1. Conduct City Managers annual performance review

IV. Statement at End of Executive/Closed Session

Mayor Billy Davis announced at the end of the executive/closed session:

“The City Council ended its executive/closed session at _____ p.m., on October 20, 2022”

V. Record of Further Action Taken, if any, on Above Items in the Subsequent Open Session.

VI. Certification by Presiding Officer

I hereby certify that this agenda of closed session of the City Council of the City of Crowley is a true and correct record of the proceedings pursuant to the Texas Government Code, Chapter 551.

WITNESS MY HAND this the _____ day of _____ 2022.

CITY OF CROWLEY

Billy P. Davis, Mayor



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 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 September 15, 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 SEPTEMBER 15, 2022. The City Council of the City of Crowley, Texas met in Work Session on Thursday, September 15, 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
Mayor Pro-Tem Johnny Shotwell, City Council Place 1
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: City Manager Robert Loftin
Asst City Mngr/Finance Director, Lori Watson
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Public Works Director, Mike Rocamontes
Planning and Comm Devel Director, Rachel Roberts
Community Services Director, Cristina Winner
HR Administrator, Lisa Hansen

Absent: None

CALL TO ORDER/ ROLL CALL

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

DISCUSSION OF NON-ACTION ITEMS

1. None.

CONSENT AGENDA

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

- 1. Discuss and consider approving the minutes from the regular meeting held September 1 2022.**
- 2. Consider approving an Interlocal Agreement for administrative cost funding for Section 5310 Program between the Fort Worth Transportation Authority and The City of Crowley, Texas, FY 2022-2023 and authorizing the Mayor to execute said Agreement.**
- 3. Discuss and consider Special Event Permit Application for the Crowley ISD Fall Cross Country Meet to be held in Bicentennial Park on October 17, 2022.**

No discussion.

PUBLIC HEARING

- 1. Hold a Public Hearing and consider approval of the proposed Crowley Economic Development 4B FY2022-23 Operating Budget.**

No discussion

- 2. Hold a Public Hearing to receive input on the operating budget for the budget year beginning on October 1, 2022 and ending September 30, 2023.**

No discussion

- 3. Hold a Public Hearing to receive public input on the proposed 2022 ad valorem property tax rate.**

No discussion

CITY BUSINESS

1. **Discuss and consider approval Ordinance 09-2022-470 amending the FY2021-22 City of Crowley Operating Budget and appropriating resources to be known as FY2021-22 Budget amendment No. 3; establishing an effective date.**

No discussion

2. **Discuss and consider adoption of Ordinance 09-2022-471, an ordinance of the City of Crowley, Texas, approving and adopting the budget for fiscal year 2022-23, beginning October 1, 2022 and ending September 30, 2023, providing a severability clause; and declaring an effective date.**

No discussion

3. **Consider and act upon the ratification of the property tax revenue increase reflected in the Proposed FY 2022-23 City of Crowley Operating Budget.**

No discussion

4. **Discuss and consider adoption of Ordinance 09-2022-472 of the City of Crowley, Texas affixing and levying Municipal Ad Valorem Taxes for the fiscal year beginning October 1, 2022 and ending September 30, 2023 and for each year thereafter until otherwise provided on all taxable property within the corporate limits of the City of Crowley as of January 1, 2023 to provide revenues for the payment of current expenses and all outstanding debts of the city; directing the assessment thereof; providing for due dates and delinquent dates for payment of taxes together with penalties and interest thereon; providing for approval of the tax rolls presented to the City Council; repealing conflicting ordinances providing a severability clause and declaring an effective date.**

No discussion

5. **Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for October 6, 2022 due to lack of quorum.**

No discussion

6. **Discuss and consider approving revisions to the city's Pay Classification Plan.**

No discussion

7. **Discuss and consider adoption of Resolution R09-2022-375 of the City of Crowley amending the Staffing Plan.**

No discussion

8. **Discuss and consider approval of Ordinance No. 09-2022-473, repealing and replacing Article 82, "Traffic and Vehicles", Article V "Parking, Stopping and Standing", to update regulations into Divisions and adding a new Division regarding Residential Parking Permit Area.**

Chief Kit Long came forward to explain that this ordinance is to update current parking, stopping and standing ordinances along with adding the requirement for a residential parking permit requirement for the neighborhood immediately around the Crowley High School. Chief Long also recommended initial issuance of 2 permits along with 2 hanging visitor permits. Public Works Director Mike Rocamontes stated the estimate for signs was approximately \$23,392.05 and that although they have reduced the number of signs, they have since found out there was a requirement

for additional verbiage which would require another sign. Chief Long also stated that there was still some debate as to whether they would be printing the Police dispatch or towing company phone number on the signs. City Manager Loftin stated he felt it would be better to put the dispatch number due to the possibility of the towing company number being changed.

- 9. Discuss and consider a construction bid award in the amount of \$220,535.00 to Stable & Winn, Inc., for Oarlock Drive Paving Improvements and authorizing the City Manager or his designated representative to execute said contract.**

Assistant City Manager Lori Watson asked the Mayor to identify which account council would like to use to fund the improvement. She explained funds from the bond could be used to fund this project.

- 10. Discuss and consider adoption of Ordinance 09-2022-469 an ordinance of the City Council of the City of Crowley, Texas, amending Appendix A, Schedule of Rates, Fees and Charges of the Code of Ordinances by correcting a typographical error in Section (18) Water and Sanitary Sewer Rates; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for publication; and providing an effective date.**

No discussion

- 11. Discuss and consider authorizing the purchase of a 100-foot Rear Mount Platform Truck (Fire Engine Ladder Truck) and authorizing the expenditure of funds.**

Fire Chief Pleasant Brooks gave a presentation on the platform truck.

- 12. Discuss and consider approval of a Chapter 380 agreement with Bloomfield Homes, L.P.**

City Manager Loftin explained that Bloomfield Homes approached the City to request we consider entering into an agreement whereby they request a permit from the state to pay sales tax on the purchase of building supplies and equipment to the city in which they are building and in turn we provide them an incentive for such. Entering into this agreement would generate approximately \$100,000 in sales tax the city would not receive if we did not enter into the agreement.

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:49 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD SEPTEMBER 15, 2022. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, September 15, 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
Mayor Pro-Tem Johnny Shotwell, City Council Place 1
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: City Manager Robert Loftin
Asst City Mngr/Finance Director, Lori Watson
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Public Works Director, Mike Rocamontes
Planning and Comm Devel Director, Rachel Roberts
Community Services Director, Cristina Winner
HR Administrator, Lisa Hansen

Absent: None

CALL TO ORDER/ ROLL CALL

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

INVOCATION/PLEDGE OF ALLEGIANCE

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

PRESENTATIONS/PROCLAMATIONS

1. **None**

CONSENT AGENDA

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1. **Discuss and consider approving the minutes from the regular meeting held September 1, 2022.**
2. **Consider approving an Interlocal Agreement for administrative cost funding for Section 5310 Program between the Fort Worth Transportation Authority and The City of Crowley, Texas, FY 2022-2023 and authorizing the Mayor to execute said Agreement.**
3. **Discuss and consider Special Event Permit Application for the Crowley ISD Fall Cross Country Meet to be held in Bicentennial Park on October 17, 2022.**

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

PUBLIC HEARING

1. **Hold a Public Hearing and consider approval of the proposed Crowley Economic Development 4B FY2022-23 Operating Budget.**

Mayor Davis opened the public hearing at 7:02 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:02 pm.

Council Member Jesse Johnson made the motion to approve the FY 2022-2023 budget for the Crowley Economic Development 4B Corporation, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

- 2. Hold a Public Hearing to receive input on the operating budget for the budget year beginning on October 1, 2022 and ending September 30, 2023.**

Mayor Davis opened the public hearing at 7:04 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:04 pm.

- 3. Hold a Public Hearing to receive public input on the proposed 2022 ad valorem property tax rate.**

Mayor Davis opened the public hearing at 7:04 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:04 pm.

CITY BUSINESS

- 1. Discuss and consider approval Ordinance 09-2022-470 amending the FY2021-22 City of Crowley Operating Budget and appropriating resources to be known as FY2021-22 Budget amendment No. 3; establishing an effective date.**

Council Member Jim Hirth made the motion to adopt Ordinance 09-2022-470; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

- 2. Discuss and consider adoption of Ordinance 09-2022-471, an ordinance of the City of Crowley, Texas, approving and adopting the budget for fiscal year 2022-23, beginning October 1, 2022 and ending September 30, 2023, providing a severability clause; and declaring an effective date.**

Council Member Jim Hirth made the motion to adopt Ordinance 09-2022-471, second by Council Member Jimmy McDonald. A roll call vote was taken, Council Member Johnny Shotwell voted Aye; Council Member Jerry Beck voted Aye; Council Member Jesse Johnson voted Aye; Council Member Jim Hirth voted Aye; Council Member Jimmy McDonald voted Aye; Council Member Scott Gilbreath voted Aye; Mayor Billy Davis voted Aye; council voted 7-0 to adopt the motion as presented. Motion carried 7-0.

- 3. Consider and act upon the ratification of the property tax revenue increase reflected in the Proposed FY 2022-23 City of Crowley Operating Budget.**

Council Member Jim Hirth made the motion to ratify the property tax revenue increase reflected in the proposed FY2022-2023 City of Crowley Operating Budget, second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion carried 7-0.

- 4. Discuss and consider adoption of Ordinance 09-2022-472 of the City of Crowley, Texas affixing and levying Municipal Ad Valorem Taxes for the fiscal year beginning October 1, 2022 and ending September 30, 2023 and for each year thereafter until otherwise provided on all taxable property within the corporate limits of the City of Crowley as of January 1, 2023 to provide revenues for the payment of current expenses and all outstanding debts of the city; directing the assessment thereof; providing for due dates and delinquent dates for payment of taxes together with penalties and interest thereon; providing for approval of the tax rolls presented to the City Council; repealing conflicting ordinances providing a severability clause and declaring an effective date.**

Council Member Jerry Beck made the motion to adopt Ordinance 09-2022-472, and that the property tax rate be increased by the adoption of a tax rate of \$0.645203 per \$100, which is effectively a 3.74 percent increase in the tax rate, and move adoption of the ordinance as presented, second by Council Member Jesse Johnson. A roll call vote was taken, Council Member Johnny Shotwell voted Aye; Council Member Jerry Beck voted Aye; Council Member Jesse Johnson voted Aye; Council Member Jim Hirth voted Aye; Council Member Jimmy McDonald voted Aye; Council Member Scott Gilbreath voted Aye; Mayor Billy Davis voted Aye; council voted 7-0 to adopt the motion as presented. Motion carried 7-0.

5. Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for October 6, 2022 due to lack of quorum.

Council Member Jim Hirth made the motion to cancel the October 6, 2022 council meeting due to a lack of quorum; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

6. Discuss and consider approving revisions to the city's Pay Classification Plan.

Council Member Jesse Johnson made the motion to approve the revisions to the Pay Classification Plan, second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

7. Discuss and consider adoption of Resolution R09-2022-375 of the City of Crowley amending the Staffing Plan.

Council Member Jimmy McDonald made the motion to approve Resolution R09-2022-375, amending the staffing plan, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

8. Discuss and consider approval of Ordinance No. 09-2022-473, repealing and replacing Article 82, "Traffic and Vehicles", Article V "Parking, Stopping and Standing", to update regulations into Divisions and adding a new Division regarding Residential Parking Permit Area.

Council Member Jesse Johnson made the motion to approve Ordinance No 09-2022-473; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

9. Discuss and consider a construction bid award in the amount of \$220,535.00 to Stable & Winn, Inc., for Oarlock Drive Paving Improvements and authorizing the City Manager or his designated representative to execute said contract.

Council Member Jerry Beck made the motion to approve the construction bid award in the amount of \$220,535.00 to Stable and Winn, Inc for the Oarlock Drive Paving Improvements and directed staff to fund it from reserve funds; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

10. Discuss and consider adoption of Ordinance 09-2022-469 an ordinance of the City Council of the City of Crowley, Texas, amending Appendix A, Schedule of Rates, Fees and Charges of the Code of Ordinances by correcting a typographical error in Section (18) Water and Sanitary Sewer Rates; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for publication; and providing an effective date.

Council Member Jim Hirth made the motion to approve Ordinance No 09-2022-469; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

11. Discuss and consider authorizing the purchase of a 100-foot Rear Mount Platform Truck (Fire Engine Ladder Truck) and authorizing the expenditure of funds.

Council Member Jim Hirth made the motion to authorize the purchase of a 100-foot Rear Mount Platform Truck and authorize the expenditure of funds; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

12. Discuss and consider approval of a Chapter 380 agreement with Bloomfield Homes, L.P.

Council Member Jesse Johnson made the motion to approve entering into a Chapter 380 agreement with Bloomfield Homes; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:
None

2. Appointments/Reappointments:

Council Member Jim Hirth made the motion the appoint the below individuals for the below terms to the Tax Increment Financing Board of Directors; second by Council Member Jimmy McDonald; council voted unanimously to approve the motion as presented. Motion carried 7-0.

Jimmy McDonald	Place 1	New Term ending Dec 31, 2023
Johnny Shotwell	Place 2	New Term ending Dec 31, 2024
Billy Davis	Place 3	New Term ending Dec 31, 2023
Jesse Johnson	Place 4	New Term ending Dec 31, 2024
Lisa McMillan	Place 5	New Term ending Dec 31, 2023
Lori Watson	Place 6	New Term ending Dec 31, 2024
J.R. Labbe	Place 7	New Term ending Dec 31, 2023
Jack Thompson	Place 8	New Term ending Dec 31, 2024
Susan Alanis	Place 9	New Term ending Dec 31, 2023

PUBLIC COMMENT

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

Terri Horn, Chamber of Commerce, reminded everyone about the Hard Hat Happy Hour, Eyecare/Urgent Care Grand Opening, and upcoming Golf Tournament.

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 7:18 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: V-2

Staff Contact:

E-mail:

Phone:

SUBJECT: Discuss and consider approving amendment to the Johnson County Communications System Agreement increasing fees effective October 1, 2022.

BACKGROUND/DISCUSSION

In accordance with Exhibit A, paragraph 14, "Applicable Fees," of the original agreement, October 1 of each year the County may increase the annual subscriber unit fee to offset costs associated with the operation and maintenance of the communication system.

FINANCIAL IMPACT

Effective October 1, 2022 the new rate will be \$24.20 per month, per subscriber radio.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

- Amendment to Communications Systems Agreement

**ROGER HARMON
JOHNSON COUNTY JUDGE**

Paula Reid, Administrative Assistant
Rachel Sitler, Secretary



Rexann Knowles, Budget Coordinator
Kay Hardin, Receptionist

#2 N Main St – Johnson County Courthouse, Cleburne, Texas 76033

September 1, 2022

Please find enclosed 2 copies of the **Amendment To Communications System Agreement Effective October 1, 2022**. Please present the agreement at your next Council or Board meeting for its approval.

Please return **both** signed Agreements to Johnson County to the address at the top of this letter as soon as possible so that the Commissioners Court may approve the Agreement. A fully executed Agreement will be returned to you for your records once it has been approved in Commissioners Court.

Please let me know if you have any questions.

Sincerely,

Paula Reid

Administrative Assistant to
County Judge Roger Harmon

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

**AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT
EFFECTIVE OCTOBER 1, 2022**

This Amendment to Communications System Agreement Effective October 1, 2022 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Crowley ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2022 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$24.20 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: _____
Roger Harmon, County Judge

Date: _____

Attest:

Becky Ivey, County Clerk

Date: _____

USER:

By: _____
Printed Name: _____
Title: _____

Date: _____

Attest:

By: _____
Printed Name: _____
City Secretary

Date: _____



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: V-3

Staff Contact: Pleasant Brooks

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

Phone: 817-297-2201 ext.5250

SUBJECT: Discuss and consider approval of the annual contract (October 1, 2022 through September 30, 2023) for the fire and ambulance service with Tarrant County Emergency Service District No. 1 and authorizing the Mayor to execute said contract.

BACKGROUND/DISCUSSION

This is an annual contract with Tarrant County Emergency Service District No. 1 for fire and ambulance services. Services include fire protection and emergency medical services (EMS) located outside the boundaries of the City and within such distance as the City may be reasonably expected to render assistance.

FINANCIAL IMPACT

District agrees to pay the City a total sum of \$148,000.00 during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023, and October 2023 for fire protection services in the service area outlined in Exhibit "A" of this contract.

Additionally, for EMS, if provided by the City under this Agreement, the District agrees to pay the City an amount based upon the City's proportionate per run share determined by dividing the sum of \$2,000,000 the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by the District, attached Exhibit "B" of this contract, for all EMS runs made in the area served by the district and multiplying the quotient by the total number of points accrued by the City during the months of February 2023, May 2023, August 2023, and November 2023.

In addition, Exhibit "D" of the contract specifies:

GRANT FROM DISTRICT

- | | |
|------------------------------------|-------------|
| • Gas and Carbon Dioxide Detectors | \$5,200.00 |
| • Voice Amplifiers | \$13,400.00 |
| • Video Laryngoscopes | \$6,400.00 |

RECOMMENDATION

Staff respectfully recommends the approval of this contract.

ATTACHMENTS

- Contract, with Exhibits A, B, C and D

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Crowley, Texas

Fire Service

Emergency Medical Services

Equipment

Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF CROWLEY, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$148,000.00) during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023 and October 2023 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION DOLLARS (\$2,000,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2023, May 2023, August 2023 and November 2023.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck and a brush truck for the CITY's use. Title to such trucks shall remain with the DISTRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the equipment, the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

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

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2023 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2023. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF CROWLEY, TEXAS

President

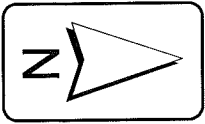
Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary



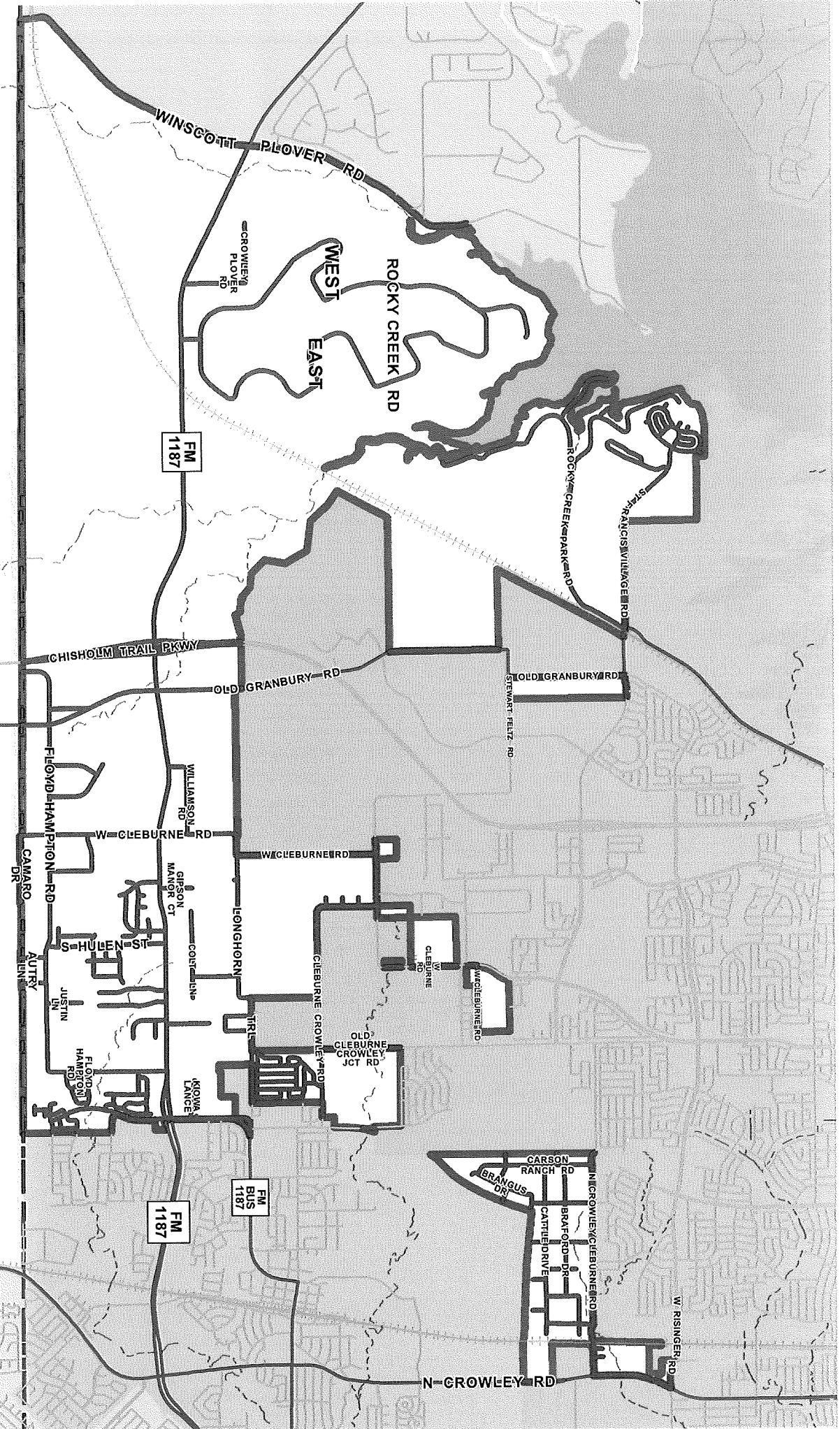
Johnson County

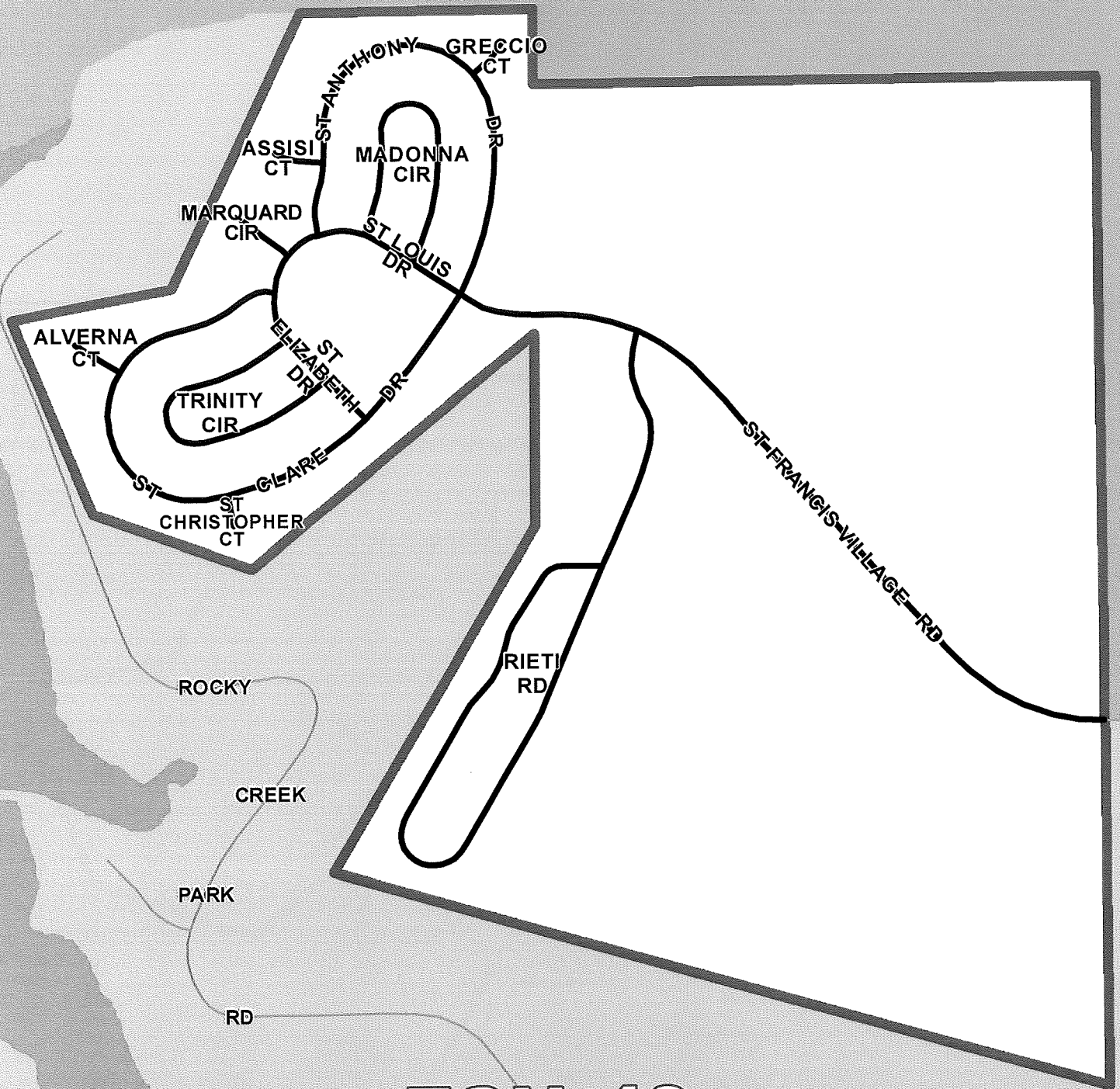
ESN 47

CROWLEY FIRE

CROWLEY EMS

September 27, 2021
esn04711x8





ESN 49

***CROWLEY FIRE
CROWLEY-ST FRANCIS VILLAGE EMS***

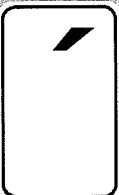


EXHIBIT “B”

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2022–2023 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point

***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

EXHIBIT “C”

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EQUIPMENT POLICY

Table of Contents

<u>Title</u>	<u>Policy Number</u>
Mission Statement	100.0
Types of Calls Inside Tarrant County	101.0
Care and Maintenance	102.0
Training and Staffing	103.0
Types of Calls Outside Tarrant County	104.0
Inspections by the District	105.0

Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

1. Structure fires where no adequate water supply exists. (Tanker)
2. In support of the fire fighting units engaged in grass and brush fires.
3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)
4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.
5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.
6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.
2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.
3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.
4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.
5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.
6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.
2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.
3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.
2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.
3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.
2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.

Exhibit “D”

GRANT FROM DISTRICT

City of Crowley

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Gas and carbon dioxide detectors	\$5,200.00
Voice Amplifiers	\$13,400.00
Video larynoscope	\$6,400.00



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-1

Staff Contact: Chief Kit Long

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

Phone: 817-297-2276 x 6201

SUBJECT: Consider approval of Resolution R10-2022-376, authorizing the submission of a grant application with the Office of the Governor for the 2022 Bullet-Resistant Shield Grant Program; authorizing the City Manager to act on behalf of the City of Crowley in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the City will comply with all project requirements of the Office of the Governor.

BACKGROUND/DISCUSSION

This agenda item is to consider approval of a grant application for the 2022 Bullet-Resistant Shield Grant Program from the Office of the Governor. If awarded, the grant funds will be used to purchase (14) Bullet-Resistant Shields for the Police Department. This equipment will enhance the protection of officers as they respond to Priority 1 calls for service.

For administrative purposes, the City Manager has been designated the Authorized Official, because this official must have an account with the eGrants system that allows him to certify the application.

Per the grant requirements, a Resolution must be passed by City Council demonstrating that it is aware of and approves of the grant's submission. There is no match requirement for this grant.

FINANCIAL IMPACT

\$47,892.89

Proposed (Revenue):	Account Number(s):
(\$47,892.89)	Intergovernmental Revenue
Proposed Expenditure:	Account Number(s):
\$47,892.89	Grant Fund

RECOMMENDATION

Move to approve as presented in the agenda caption.

ATTACHMENTS

- Resolution

RESOLUTION NO. R10-2022-376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE BULLET-RESISTANT SHIELD GRANT PROGRAM FOR THE BENEFIT OF THE CITY OF CROWLEY FOR FISCAL YEAR 2023; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF CROWLEY AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED THE CITY OF CROWLEY WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

WHEREAS, the City Council of the City of Crowley finds it in the best interest of the citizens of Crowley that a City of Crowley Police Department Bullet-Resistant Shield Grant Program initiative be instituted for the fiscal year 2023; and,

WHEREAS, the City Council of the City of Crowley finds that the City should apply for the Bullet-Resistant Shield Grant Program for the 2023 fiscal year in order to provide funding for the Crowley Police Department to supply officers with necessary bullet-resistant shields.

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

SECTION 1

The City of Crowley City Council approves submission of the grant application for the City of Crowley Police Department Bullet-Resistant Shield Grant Program to the Office of the Governor.

SECTION 2

The City of Crowley designates the City Manager as the City's authorized official. The authorized official is given the power to apply for, accept or reject the grant on behalf of the City, and to alter or terminate the grant application, and take any actions necessary to effectuate this resolution.

SECTION 3

The City of Crowley agrees to accept the grant funds if awarded and that in the event of loss or misuse of the Office of the Governor funds, the City of Crowley will repay any such funds to the Office of the Governor in full.

SECTION 4

This Resolution shall be effective upon its adoption.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

Billy Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-2

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 Ordinance 10-2022-474, granting to ATMOS Energy Corporation, its successors and assigns, a franchise to construct maintain, and operate pipelines and equipment in the City of Crowley, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing for an effective date, a term of said Franchise; and providing for the repeal of all previous Franchise Ordinances.

BACKGROUND/DISCUSSION

A Franchise Agreement with Lone Star Gas/TXU/ATMOS has existed with the City since 1962. The most recent Franchise Agreement expired on October 1, 2022.

The extension of this Franchise Agreement will produce an indeterminable amount of revenue, attributable to a quarterly franchise fee in the amount based on the gross revenues from the sale of gas to residential and commercial customers (excluding gas sold to government/industrial customers or other gas utilities for resale by the City) and will also include fees and charges such as connect or disconnect fees of each consumer within the City limits.

The terms of this agreement are the same as those in the previous agreement (5% of gross revenue) with an expiration date of December 31, 2043.

FINANCIAL IMPACT

Franchise revenue for the past 5 years is listed below:

FY 2021-2022	\$107,106.07
FY 2020-2021	\$83,446.29
FY 2019-2020	\$79,592.28
FY 2018-2019	\$87,061.97
FY 2017-2018	\$74,503.75

RECOMMENDATION

Staff recommends approval Ordinance 10-2022-474

ATTACHMENTS

- Ordinance 10-2022-474

ORDINANCE NO: 10-2022-474

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of Crowley, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2043.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-

Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. In the event that the City does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, the City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.

- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of April, 2023, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of April, 2043, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B. below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
- (1) all revenues received by Atmos Energy from the sale of gas to residential and commercial customers (excluding gas sold governmental customers, industrial customers, or to another gas utility in the City for resale to its customers within City) within the City; and
 - (2) "Gross Revenues" shall also include fees collected pursuant to this agreement and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.
 - (3) "Gross Revenues" shall not include:
 - (a) revenues billed but not ultimately collected or received by Atmos Energy;
 - (b) contributions in aid of construction;
 - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (d) sales tax and franchise fees paid to the City;
 - (e) interest or investment income earned by Atmos Energy; and
 - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

- C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2023, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

- D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is

conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not

- affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.
- G. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of October 2, 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

ATTEST:

Carol Konhauser, City Secretary

Billy Davis, Mayor
City of Crowley, Texas

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF CROWLEY §

I, Carol Konhauser, City Secretary of the City of Crowley, Tarrant County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Crowley, Texas, at a _____ session, held on the _____ day of _____, 2022, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, 2022.

Carol Konhauser, City Secretary
City of Crowley, Texas



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-3

Staff Carol Konhauser

Contact: City Secretary

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

Phone: 817-297-2201 ext. 4000

SUBJECT: Discuss and consider Special Event Permit Application to hold a car show in Bicentennial Park on November 19, 2022 to raise money for the Crowley Cemetery Restoration Project. .

BACKGROUND/DISCUSSION

The requestor, Phil Hampton, is requesting to hold a car show in Bicentennial Park on Nov 19, 2022 from 8am-2pm to raise money for the Crowley Cemetery Restoration Project. Requestor has not submitted insurance as of yet, but will do so if this permit is approved.

FINANCIAL IMPACT

None.

RECOMMENDATION

Recommend approval of the Special Event Permit contingent on receiving proof of insurance.

ATTACHMENTS

- Special Event Application



Special Events Permit Application

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

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

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

Section 1 – Applicant Information									
Name of Applicant (must be on site during the event) <i>Phil Hampton</i>			Today's Date <i>10-10-22</i>						
Address <i>205 N. Oak</i>		City <i>Crowley</i>	State <i>TX</i>	Zip <i>76036</i>					
Phone Number		Cell Phone Number <i>817-681-6916</i>							
Email <i>Phil.Hampton@Gmail.com</i>									
Section 2 – Sponsoring Organization Information									
Corporation/Organization Name of D.B.A. <i>Crowley Cemetery Ass.</i>		Type of Organization <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Other:							
Name of Contact <i>Phil Hampton</i>		Email:							
Address <i>300 N. Hampton</i>		City <i>Crowley</i>	State <i>TX</i>	Zip <i>76036</i>					
Phone Number		Cell Phone Number <i>817-681-6916</i>							
Section 2 – Event Information									
Name of Event <i>Crowley Cemetery Restoration Project</i>			Anticipated Daily Attendance						
Location of Event/physical address <i>Bicentennial PARK</i>									
Property Owner <i>City of Crowley</i>		Owner Phone							
Owner Email:		Has the property owner given authorization to use property? <input type="checkbox"/> Yes <input type="checkbox"/> No							
Detailed Description of Event <i>CAR Show</i>									
	Date	Time	Day of Week						
Setup	<i>11-19</i>	<i>8am</i>	<input type="checkbox"/> M	<input type="checkbox"/> T	<input type="checkbox"/> W	<input type="checkbox"/> Th	<input type="checkbox"/> F	<input checked="" type="checkbox"/> Sat	<input type="checkbox"/> Sun
Event Start	<i>11-19</i>	<i>10am</i>	<input type="checkbox"/> M	<input type="checkbox"/> T	<input type="checkbox"/> W	<input type="checkbox"/> Th	<input type="checkbox"/> F	<input checked="" type="checkbox"/> Sat	<input type="checkbox"/> Sun
Event End	<i>11-19</i>	<i>1pm</i>	<input type="checkbox"/> M	<input type="checkbox"/> T	<input type="checkbox"/> W	<input type="checkbox"/> Th	<input type="checkbox"/> F	<input checked="" type="checkbox"/> Sat	<input type="checkbox"/> Sun
Teardown	<i>11-19</i>	<i>2pm</i>	<input type="checkbox"/> M	<input type="checkbox"/> T	<input type="checkbox"/> W	<input type="checkbox"/> Th	<input type="checkbox"/> F	<input checked="" type="checkbox"/> Sat	<input type="checkbox"/> Sun
Additional Information:									

Section 3 – Event Features		
Will there be an admission charge?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, list all price categories below.
Will there be entertainment? <i>A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please attach a complete list of entertainment.
Will sound amplification be used at the event? Sound amplification:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, explain below
Will merchandise and/or food items be sold? <i>Booths will need to be inspected and have proper food handling permits</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please attach a complete list of vendors.
Have you hired a licensed professional emergency medical service provider to manage your event's medical plan? If yes please list below. (Fee may be charged for Emergency Service personnel)		
Medical Service Provider		Phone
Will the event include any of the following? (Indicate on site plan and/or vendor list)		
Tents or Canopies <i>Tents require temporary use permits issued by the city upon Fire Department review (additional fees may be applicable). Temporary tents must adhere to the International Fire Code</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Complete Tent Worksheet and attach with site plan
Inflatables <i>If inflatable exceeds 400 sq ft, additional permit is required</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Total Sq Ft:
Company	Contact name and phone	
Fireworks/Pyrotechnics <i>Fireworks/Pyrotechnics require permits from the City Fire Department (additional fees may be applicable)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Temporary Fencing <i>Provide accurate dimensions of fenced area on site plan. Temporary fencing requires temporary use permits issued by the city (additional fees may be applicable).</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Temporary restrooms or refuse collection provided? (All trash and debris must be removed)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Company	Contact name and phone	
Carnival/Amusement Rides <i>A separate Special Use Permit may be required. (additional fees may be applicable)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Company	Contact name and phone	
Signs / Banners <i>A separate Sign Permit may be required. (additional fees may be applicable)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Company	Contact name and phone	
Will animals be used in conjunction with event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe below.
Description:		
Is this a run, walk or parade? If yes, attach a map identifying assembly location and route on site plan. (Fee may be charged for Public Service Personnel)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Must be submitted 21-days prior to event.

Section 4 – Roadways and Sidewalks		
Does the event propose using, closing or blocking any of the following If yes, specify location and duration on site map. (Fee may be charged for Public Service personnel)		
City Streets	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City Sidewalks <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City Right-of-Ways	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Public Parking Lots <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Section 5 – Use of City Utilities (Fee may be charged for the use of City Utilities)		
Will any City electric hookups be used?	Yes No	Electric Location including amperage
Will any City water hookups be used?	Yes <u>No</u>	Water Location(s)
Will waste water/gray water be generated?	Yes <u>No</u>	If so, how will it be disposed?

Section 6 – Alcohol

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

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

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

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

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

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

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

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

Will the alcohol be sold? ☐ Yes ☒ No

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

TABC License # _____ Expiration _____

Section 11 – Insurance Requirements

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

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

The certificate must show:

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

Organized League Play

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

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

Section 12 – Compliance with Laws and City Ordinances

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

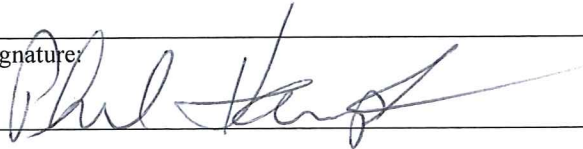
Section 13 – Acknowledgement and Signature

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

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

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

Signature:



Date:

10/10/22

Section 13 – Acknowledgement and Signature

Included	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Liability Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Detailed Site Plan
<input type="checkbox"/>	<input type="checkbox"/>	Route Map
<input type="checkbox"/>	<input type="checkbox"/>	Amusement Ride Certification of Inspection
<input type="checkbox"/>	<input type="checkbox"/>	Tent Permit Application

Public Works <input type="checkbox"/> Approved <input type="checkbox"/> Denied Initials	Remarks
Fire Department <input type="checkbox"/> Approved <input type="checkbox"/> Denied Initials	Remarks
Police Department <input type="checkbox"/> Approved <input type="checkbox"/> Denied Initials	Remarks
Recreation Center <input type="checkbox"/> Approved <input type="checkbox"/> Denied Initials	Remarks
City Council <input type="checkbox"/> Approved <input type="checkbox"/> Denied Initials	Remarks

Application for Tent Permit

Section 1 – Applicant Information				
Name of Applicant			Today's Date	
Address		City	State	Zip
Phone Number		Cell Phone Number		
Email				
Section 2 – Person/Organization/Contractor Responsible for Erection of Tent				
Organization				
Address		City	State	Zip
Phone Number		Cell Phone Number		
Email				
Section 3 - Tent Information				
Location of Tent			Number of Tents	Zoning District
Purpose of Tent/Usage Description				
Description of Tent (if multiple list details of each tent)				
Size (ft)	Area (sq ft)	Tent Separation (ft)	Side Walls	Additional Info
1. x			<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. x			<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. x			<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. x			<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. x			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attach site plan which includes the following: <ol style="list-style-type: none"> 1. Accurate site plan with dimensions from property lines and other structures 2. Floor plan showing all required exits, no smoking signs, square footage and height of structure 3. Occupant Load per manufacturer guidelines 4. Membrane type and Fire Resistance Certification (must be attached) 5. Locations of fire extinguishers. 6. Location of parking 7. Location and distance of all heat producing equipment 8. Location and distance of all generators 				
Date to be erected		Date to be taken down		
I hereby certify that I have received the property owners consent to erect a temporary tent at the above location for the period of time and purpose stated.				
I agree to meet requirements of the International Fire Code regarding tents and other membrane structures and all other regulations or ordinances of the City. I acknowledge that violations of any of the codes, regulations or ordinances will result in immediate revocation of this permit.				
Signature			Date	
Planning and Development <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		Notes/Special Conditions:		
Fire Marshal <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		Notes/Special Conditions:		
Fee - Date Paid		Amount Paid		Permit Issued (Number)



City Council AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-4

Staff Contact: Rachel Roberts
Tejali Mangle
rroberts@ci.crowley.tx.us
tmangle@ci.crowley.tx.us
E-mail:
817/297-2201 x 3030
817/297-2201 x 3090
Phone:

SUBJECT: Discuss and consider approval of a preliminary plat for Canoe Way Townhomes Tract 1, an approximately 19.284 acre development within Canoe Way planned development district, being located in the Eli Wickson Survey, Abstract 1541, David. A. Kerr Survey, Abstract 911, and the Thomas. W. Toler Survey Abstract 1541, City of Crowley, Tarrant County, Texas. **Case # PP-2022-003.**

BACKGROUND AND OVERVIEW

Request	Preliminary plat for Canoe Way Townhomes Tract 1 with 242 lots including open spaces
Applicant	WB Crowley Land LLC
Location	North of FM 1187 and West of Canoe Way
Zoning Classification	Canoe Way Planned Development
Future Land Use Plan Designation	High Density Single Family Residential
Staff Recommendation	Approve conditionally
Planning & Zoning Commission Recommendation	Approve conditionally

The subject property is a part of the Canoe Way Planned Development district adopted in 2021. The requested preliminary plat is for the western tract, that is, Tract 1, of the overall site. Tract 1 is located at the northwest corner of FM 1187 and Canoe Way. It is surrounded by single family houses to the north and west. Canoe Way Townhomes Tract 1 proposes 221 residential lots and 21 open space lots; the residential lots are approximately 1,400 square feet (20' X 70').

STAFF REVIEW

<i>Comprehensive Land Use Plan</i>
The Future Land Use Plan classifies this property as High Density Single Family Residential

The property is shown in the comprehensive land use plan as **High Density Single Family Residential**. The comprehensive plan defines this land use category as:

High Density Single Family – intended to provide for higher-density, owner-occupied housing and to buffer low-density residential areas from commercial uses. This category is appropriate in the walkable downtown district. The comprehensive plan notes “this housing

option is a lifestyle choice with...increased walkability.”

Staff considers this plat to be in conformance with the comprehensive land use plan.

<i>Development Requirements</i>
In addition to conformance with the comprehensive land use plan, plats must also comply with applicable city regulations in order to be approved.

Requirements from the Canoe Way Planned Development District

The proposed plat meets all requirements from the zoning ordinance.

Requirements from the General Development Ordinance (Ch. 98)

The plat drawing meets all the requirements from Ch. 98.

Public Works / Infrastructure Requirements (Technical Specifications)

The preliminary plans submitted with the plat have corrections that need to be made before the city can approve them. The plan comments are not substantive enough to deny the plat (our engineer recommends approval; see attached letter).

STAFF RECOMMENDATION

Because the changes needed to the preliminary plans are not substantive enough to deny the plat and are not expected to alter anything shown on the plat drawing, staff recommend approval on the condition that the required changes to the preliminary plans are made before the final plat application is submitted.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission considered this plat during its meeting on September 26. The Commission asked staff to confirm that the engineers and Public Works had determined the unmet technical requirements were not substantive enough to warrant denial, and staff confirmed this. The Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions are provided below. You are not required to use any of these motions.

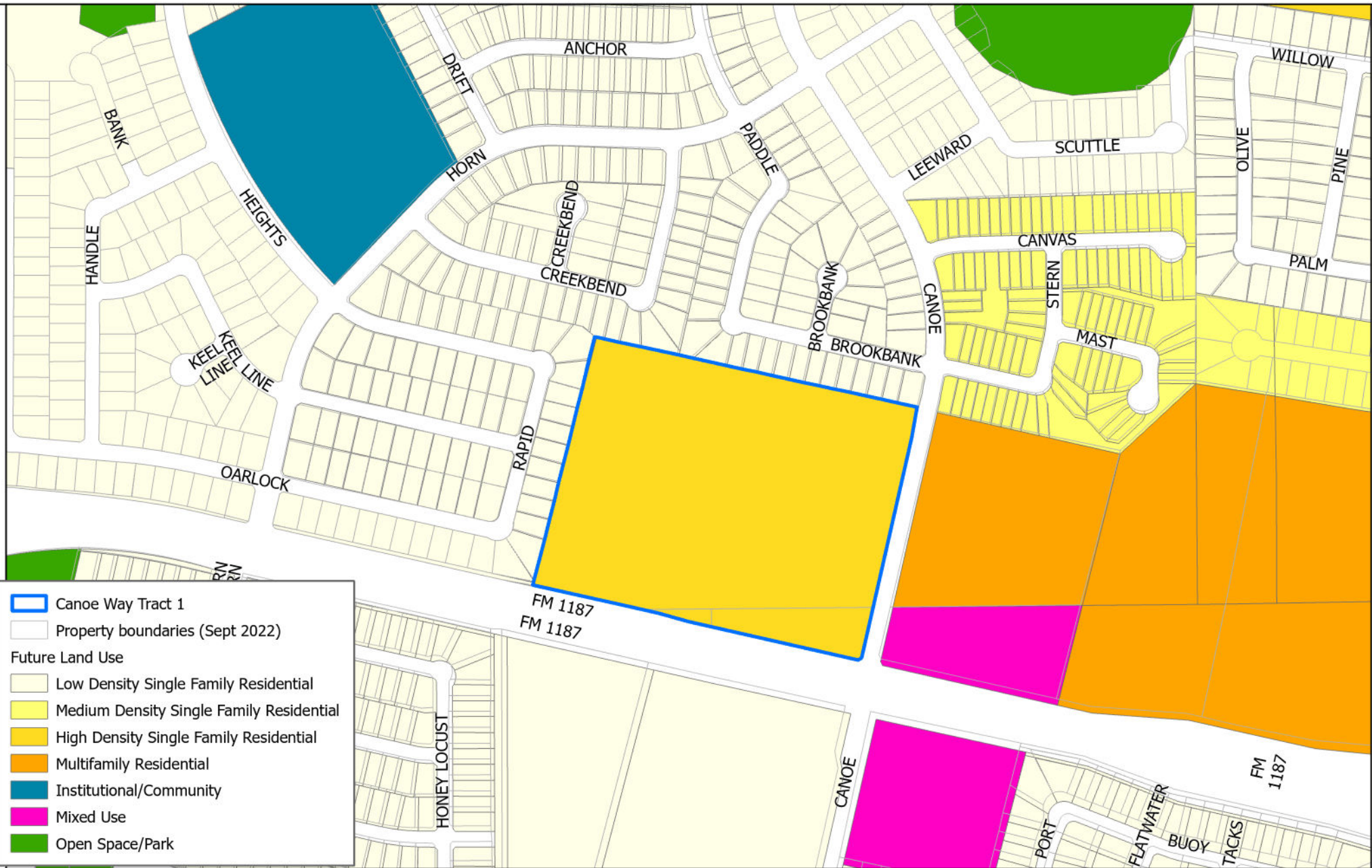
Approval: I make a motion approve the preliminary plat.

Approval with Conditions: I make a motion to approve the preliminary plat with the following conditions [list conditions].

Deny: I make a motion to deny the preliminary plat.

ATTACHMENTS:

- Maps showing property location, future land use plan, and zoning
- Plat drawing
- Application
- City Engineer's letter and Public Works comment letter



9/19/2022



PP-2022-003 Canoe Way Tract 1 Future Land Use



DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information, should review or consult the primary data and information sources to ascertain the usability of the information.



-  Canoe Way Tract 1
-  Property boundaries (Sept 2022)

Zoning Districts

Zoning Classification

-  PD
-  R-4



9/19/2022

PP-2022-003 Canoe Way Tract 1

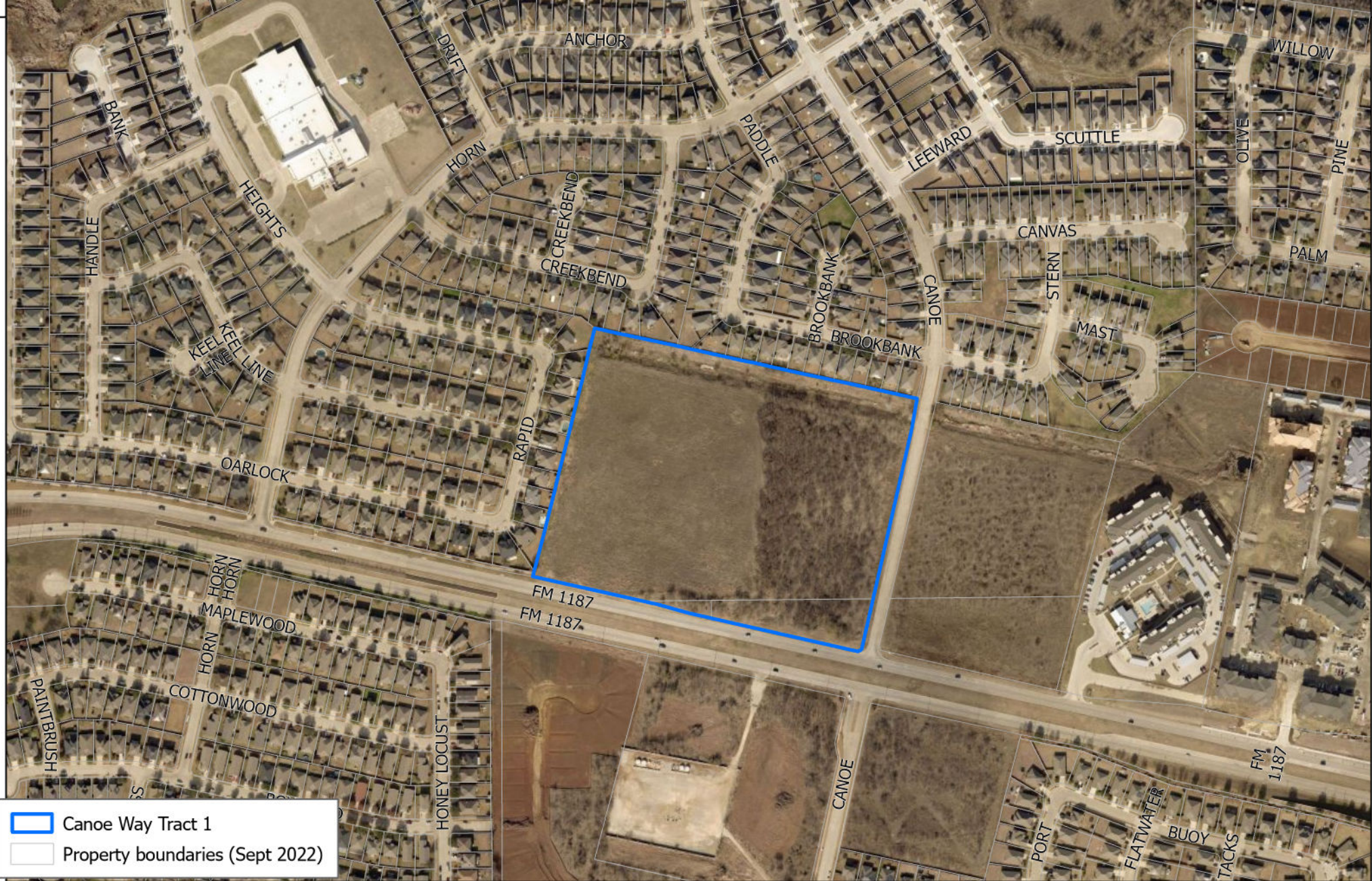
Zoning

0 350 700 Feet



DISCLAIMER

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PP-2022-003 Canoe Way Tract 1
Preliminary Plat Location



9/19/2022

0 350 700 Feet



DISCLAIMER

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CITY OF CROWLEY PLAT APPLICATION

Application Requirements: Official tax certificates (one for each parcel) and applicable fees must be included with the plat application. Applications for a final plat or replat requiring any public improvements must include approved construction/engineering plans. Incomplete applications will not be accepted. The applicant is required to submit sufficient information that describes and justifies the proposal. See the attached checklist for minimum requirements.

Select the applicable plat type below:

<input checked="" type="checkbox"/>	Preliminary Plat		Minor Plat
<input type="checkbox"/>	Final Plat		Amending Plat
<input type="checkbox"/>	Replat		Vacating Plat

Property Information

Project Name Canoe Way - Tract 1

Project Address NWC/NEC of Canoe Way and Crowley Plover Rd

Survey / Abstract, Tract(s) Tract 1, David A. Kerr Survey, Abst. 911, Thomas T. Toler Survey, Abst. 1541, Eli Wickson Survey Abst. 1691

Addition, Block, Lots Canoe Way Addition, Tract 1

Project Description Tract 1 single family townhome addition

Gross Acreage 19.28 ac Zoning Planned Development

of Lots Proposed 242

Applicant & Owner Information

Applicant Peter Lai Company WB Crowley Land LLC

Applicant Address 8117 Preston Rd, Ste. 250, Dallas, TX 75225

Telephone No 214-550-2393 Email _____

Ownership Status (check one) ☒ Property owner ☐ Authorized Representative ☐ Other (specify below)

If applicant is not the property owner:

Owner _____

Owner Address _____

Telephone No _____ Email _____

G:\TXN\Projects\W Land Development\10192-00-Canoe Way Townhomes\SV\04 CAD\10192-00 PPLT LOT 1.dwg 2022-09-19-15:15 jhom

G:\TXN\Projects\W_Land_Development\10192-00-Canoe_Way_Townhomes\SV04_CAD\10192-00_PPLT_LOT1.dwg 2022-09-19-15:15 jhom

OWNER'S CERTIFICATE

STATE OF TEXAS ~

COUNTY OF TARRANT ~

BEING, all of that 19.284 acre (840,026 square foot) tract of land situated in the Eli Wickson Survey, Abstract No. 1691, the David A. Kerr Survey, Abstract No. 911 and Thomas T. Toler Survey, Abstract No. 1541 in the City of Crowley, Tarrant County, Texas; being all of that tract of land described as Tract 1 in Special Warranty Deed to WB Crowley Land LLC as recorded in Instrument No. D222026969 of the Official Public Records of Tarrant County, Texas; said 19.284 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8-inch iron rod with "CARTER BURGESS" cap found at the northeast corner of said Tract 1; said point being the southeast corner of Lot 84, Block 11, Creekside Phase 1, an addition to the City of Crowley as recorded in Cabinet A, Page 10073 of the Plat Records of Tarrant County, Texas; said point being in the west right-of-way line of Canoe Way (60-foot right-of-way);

THENCE, South 12 degrees 13 minutes 47 seconds West, with the east line of said Tract 1 and the west line of said Canoe Way, a distance of 795.54 feet to a point for corner at the north end of a corner clip;

THENCE, South 57 degrees 13 minutes 48 seconds West, continuing with the east line of said Tract 1 and the west line of said Canoe Way, a distance of 13.44 feet to a 5/8-inch iron rod with "CARTER BURGESS" cap found for corner at the south end of said corner clip; said point being in the north right-of-way line of F.M. 1187 (variable width right-of-way);

THENCE, with the south line of said Tract 1 and the north line of said F.M. 1187, the following three (3) courses and distances:

North 77 degrees 46 minutes 14 seconds West, a distance of 548.45 feet to a concrete monument found for corner;

North 74 degrees 54 minutes 29 seconds West, a distance of 100.12 feet to a concrete monument found for corner;

North 77 degrees 46 minutes 13 seconds West, a distance of 400.00 feet to a point at the southwest corner of said Tract 1; said point being the southeast corner of Lot 1X of said Block 11;

THENCE, North 13 degrees 54 minutes 28 seconds East, with the west line of said Tract 1, passing at a distance of 10.03 feet, a 5/8-inch iron rod with "CARTER BURGESS" cap found, continuing in all a total distance of 800.39 feet to a 5/8-inch iron rod found at the northwest corner of said Tract 1; said point being in the south line of Lot 46 of said Block 11;

THENCE, South 77 degrees 46 minutes 13 seconds East, with the north line of said Tract 1 and the south line of said Block 11, a distance of 1,034.51 feet to the POINT OF BEGINNING and containing an area of 19.284 acres or 840,026 square feet of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That WB Crowley Land, LLC through the undersigned authority do/does hereby adopt this plat designating the hereinabove described property as Canoe Way Addition, an addition to the City of Crowley, Tarrant County, Texas, AND does hereby dedicate to the public use forever the streets and alleys shown hereon, and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Crowley and all public utilities desiring to use, or using same. No building, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat. The City of Crowley and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements strips, and the City of Crowley and any public utility shall at all times have the right of ingress and egress to and from and upon any said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of a three-foot radius from the center point of all fire hydrants and a two-foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes) is hereby granted to the City of Crowley for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the expectations and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat.

<div></div> <div>Name, Title Company</div>	<div></div> <div>Name, Title Company</div>
--	--

WITNESS MY HAND, THIS THE ____ DAY OF _____, 2022.

NOTARY CERTIFICATE

STATE OF TEXAS ~

COUNTY OF _____ ~

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, 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 executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

SURVEYOR'S CERTIFICATE

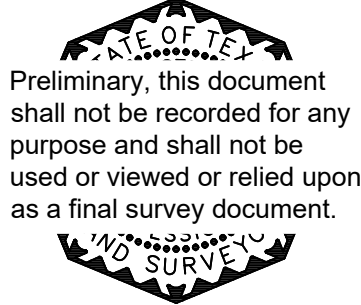
STATE OF TEXAS ~

COUNTY OF TARRANT ~

That I, René Silvas, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown thereon were placed under my person supervision in accordance with the platting Rules and Regulations of the City of Crowley, Texas.

Dated this the ____ day of _____, 2022.

René Silvas
RPLS No. 5921



NOTARY CERTIFICATE

STATE OF TEXAS ~

COUNTY OF TARRANT ~

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared René Silvas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

<div></div> <div>[Name], Chairman, Planning and Zoning Comission City of Crowley, Texas</div>	<div></div> <div>Date ____/____/____</div>
---	--

PRELIMINARY PLAT
CANOE WAY ADDITION
TRACT 1

244 TOTAL LOTS

221 RESIDENTIAL LOTS

LOTS 1-19, BLOCK A; LOTS 1-19, BLOCK B; LOTS 1-12, BLOCK C;
LOTS 1-20, BLOCK D; LOTS 1-19, BLOCK E; LOTS 1-16, BLOCK F;
LOTS 1-24, BLOCK G; LOTS 1-34, BLOCK H; LOTS 1-18, BLOCK I;
LOTS 1-13, BLOCK J AND LOTS 1-28, BLOCK K

23 OPEN SPACE LOTS

LOTS 20X-23X, BLOCK A; LOTS 20X-23X, BLOCK B; LOTS 13X-14X;
LOTS 21X-23X, BLOCK D; LOTS 21X-22X, BLOCK E; LOT 17X, BLOCK F;
LOT 25X-26X, BLOCK G; LOT 34X, BLOCK H; LOT 19X, BLOCK I;
LOT 14X-15X, BLOCK J AND LOT 29X, BLOCK K

BEING 19.284 ACRES

ZONED-PD

AND BEING SITUATED IN

THE THOMAS T. TOLER SURVEY, ABSTRACT NO. 1541,
ELI WICKSON SURVEY, ABSTRACT NO. 1691,
DAVID A. KERR SURVEY, ABSTRACT NO. 911,
CITY OF CROWLEY, TARRANT COUNTY, TEXAS

AUGUST 2022

SHEET 2 OF 2

OWNER

WB CROWLEY LAND LLC
8117 Preston Road, ste. 250
Dallas, Texas 75225
Contact: Mr. Peter Lai
Phone: 214-280-9688

DEVELOPER

W LAND DEVELOPMENT
8117 Preston Road, ste. 250
Dallas, Texas 75225
Contact: Mr. Peter Lai
Phone: 214-280-9688

SURVEYOR

BGE, Inc.
777 Main Street, Suite 1900, Fort Worth, TX 76102
Tel: 817-887-6130 • www.bgeinc.com
TBPELS Registration No. 10194416



Contact: René Silvas, R.P.L.S.
Telephone: 817-752-4183 • Email: rsilvas@bgeinc.com

Copyright 2022

Memorandum

To: Rachel Roberts
From: Ryan Jones, P.E.
CC: CRO 22008
Date: September 15, 2022
RE: **Canoe Way Preliminary Plat 3rd Review**

Rachel,

We have reviewed the construction plans for the above referenced project and recommend approval of the preliminary plat contingent on the following comments being addressed prior to submittal of the final plat:

Paving Plan:

1. Submit the geotechnical report for review and acceptance of recommendations.
2. Pavement reinforcement shall be a minimum of #4 bars @ 24" C-C per City DCM.

Paving Profiles:

1. Provide vertical curves in roadway profile where grade break exceeds 1.0%. (Unless the grade break occurs at a T-intersection approach.)

Grading Plan

2. Proposed contouring should be tied to existing contours.
3. Add side slope grading callouts in border areas.
4. Label station equation at all street intersections.

Site Drainage Area Map

1. Provide flow direction labels.

Hydraulic Calculations:

1. Provide inlet calculations.
2. All bends, horizontal curves, wyes, and pipe size changes should be properly reflected in the drainage calculation tables.

Storm Drain Plan:

1. Provide Northing/Easting Data along alignment at beginning, ending, intersection, and deflection points.
2. Label all inlet numbers.

Storm Drain Profiles:

1. Label all inlet numbers.
2. Show HGL line in storm drain profiles for review.
3. Provide hydraulic data for each segment of pipe.

Sanitary Sewer Profiles:

1. Provide Northing/Easting Data along alignment at beginning, ending, intersection, and deflection points.

Water Plan:

1. Provide stationing for all water line alignments.
2. Provide Northing/Easting Data along alignment at beginning, ending, and deflection points.
3. All hydrants shall be painted Red in color.
4. All hydrants must meet the City Water department standard, (type/brand).

Erosion Control Plan:

1. Provide check dam(s) at outfalls to channel on North side of property.

Construction Details:

1. Specify City of Crowley 32" manhole covers in plans and details per City DCM.
2. Specify 5" Hydro-Storz quick connect hydrant system will be required for all fire hydrant installations.

Street Lighting Plan:

1. Provide lighting details.

If you have any questions or require further information, please do not hesitate to contact me.



Ryan Jones, P.E.



Development Review: September 16, 2022

Development Location: Canoe Way Town Homes Crowley, Texas 76036

3rd Submittal Civil Plan Comments by: Public Works

1. Page 2
 - a. ~~Identify ownership, conveyance, and maintenance of open space parcels~~
 - b. Indicate P.O.S.E. at all intersections per design standard **(Still need to see)**
 - c. ~~Will there be parkland dedicated? Or fee paid ILO?~~
 - d. ~~Add note regarding the maintenance of any common areas and drainage areas will not be the responsibility of the City of Crowley~~
2. Page 3
 - a. ~~Change Dallas to Tarrant~~
3. Page 4
 - a. ~~Mark all existing and proposed easements (ie Drainage Easement on north)~~
 - b. ~~Identify ownership, conveyance, and maintenance of open space parcels~~
 - c. ~~Indicate P.O.S.E. at all intersections per design standard~~
 - d. ~~Will there be parkland dedicated? Or fee paid ILO?~~
 - e. ~~Add note regarding the maintenance of any common areas and drainage areas will not be the responsibility of the City of Crowley~~
4. Page 5
 - a. ~~Change Dallas to Tarrant~~
5. Sheet C-4.2
 - a. ~~Verify all dimensions are to scale~~
 - b. ~~Add Sidewalk along Canoe and FM 1187 (If lots will be constructed in 2A the sidewalk will need to be constructed on the East side of Canoe Way.)~~
 - c. ~~Show ADA Ramp on intersection at FM1187 and Canoe Way now that sidewalk is shown.~~
 - d. ~~Provide ADA ramp detail to detail sheets~~
6. Sheet C-7.1
 - a. Size manholes in accordance with the City of Crowley Design Manual
7. Sheet C-7.2
 - a. Size manholes in accordance with the City of Crowley Design Manual
 - b. Manhole lid diameters still do not match Design Standard requirement (See chart)

CITY OF CROWLEY DESIGN CRITERIA MANUAL – Construction Standards

Table 23. Sanitary Sewer Manhole Size

Pipe Size (inches)	Depth of Cover (average, feet)	Diameter of Manhole (feet)	Construction Options	Maximum Number of Pipe Connections Allowed in Manhole
12 and under	5 to 6	4	Cast-in-place	3
	7 to 10	5	Cast-in-place	3
	11 to 15	6	Cast-in-place	4
15 to 21	5 to 9	5	Cast-in-place or Pre-cast	3
	10 to 15	6	Pre-cast only	4
	See note no. 1 below			

8. ~~Sheet C 8.1 & C8.2~~

- ~~a. Indicate water services for common area irrigation system~~
- ~~b. Add note that all service lines that extend under roadways must be in PVC sleeves per Crowley DCM~~

9. Sheet C-9.3

- a. Provide additional details for all components (No details provided to review)
- b. Still need S. Sewer MH lid detail – See provided PDF spec.

10. MISC

- ~~a. Please provide a street lighting and street sign plan~~
- ~~b. Confirm by indicating by note or callout box streets are private or public~~



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-5

Staff

Contact:

E-mail:

Phone:

Carol C. Konhauser

City Secretary

ckonhauser@ci.crowley.tx.us

817-297-2201-X 4000

SUBJECT: Discuss and consider adoption of Resolution R10-2022-377, a resolution of the City of Crowley, Texas, finding that ONCOR Electric Delivery Company LLC's application to change rates within the city should be denied finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

BACKGROUND/DISCUSSION

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution ***prior to October 30, 2022.***

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.

3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

FINANCIAL IMPACT

Increase electric delivery rates would become effective sooner for the City and its residents.

RECOMMENDATION

Staff recommends adoption of the resolution.

ATTACHMENTS

- Resolution R10-2022-377

RESOLUTION NO. R10-2022-377

A RESOLUTION OF THE CITY OF CROWLEY, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Crowley, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this 20th day of October, 2022.

Billy Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-6

Staff

Contact:

E-mail:

Phone:

Heather Gwin

Asst. Finance Director

hgwin@ci.crowley.tx.us

817-297-2201-X 4850

SUBJECT: Discuss and consider adoption of Resolution R10-2022-378 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items from the city for auction.

BACKGROUND/DISCUSSION

Staff has provided a Resolution to document the authorization of the sale or disposal of surplus. The city will utilize the Buyboard cooperative contract with Rene' Bates Auctioneers, Inc. for the online auction of surplus.

FINANCIAL IMPACT

The contract with Rene' Bates Auctioneers, Inc. proposes a 10% Buyer's Premium in lieu of a commission. There will be no charge to the City.

RECOMMENDATION

Staff respectfully requests City Council consideration and approval of Resolution R10-2022-378 declaring certain property as surplus and authorizing items to be listed for auction or disposal.

ATTACHMENTS

- Resolution R10-2022-378
- Exhibit A; List of items

RESOLUTION NO. R10-2022-378

**RESOLUTION OF THE CITY OF CROWLEY DECLARING CERTAIN
PROPERTY AS SURPLUS TO THE CITY'S NEEDS; AUTHORIZING ITS SALE;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Crowley has accumulated numerous items of surplus, as listed on Exhibit A.

WHEREAS, the City of Crowley wishes to sell surplus items of value, and dispose of surplus items of no value to the city.

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

The described property listed as Exhibit A is hereby declared surplus to the needs of the city. Staff is instructed to publicize and sell all items for the best available price, in accordance with State regulations; and, to dispose of surplus items of no value.

**PRESENTED AND PASS ON THIS THE 20TH DAY OF OCTOBER, 2022, AT A REGULAR
MEETING OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS.**

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser
City Secretary

Exhibit A

2014 Ford F450 – Vin# 1FDUF4GT9FEA35179



2001 Ford F150 – Vin# 1FTZF17211KA17124





Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-7

Staff Contact: Robert Loftin, City Manager

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

Phone: 817-297-2201 x5290

SUBJECT: Discuss Waste Connections (dba Progressive Waste Solutions) 2022 rate increase for the solid waste contract. Then consider adoption of Ordinance 10-2022-475, an Ordinance of the City Council of the City of Crowley, Texas, amending the solid waste rate fees in Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing for publication; and providing an effective date.

BACKGROUND/DISCUSSION

Staff received a request from Waste Connections (dba Progressive Waste Solutions) regarding a rate adjustment. Based on the City's contract with Waste Connections, there will be an annual rate increase based on the local CPI. The CPI for this year is 9%. Waste Connections has requested a rate increase of \$0.95 for solid waste and \$0.27 for recycling; total increase \$1.22 to be effective December 1, 2022.

This item is an annual rate review pursuant to the contract with Progressive Waste based on the Consumer Price Index (CPI) for the Dallas/FW area. The contract auto renews for a 3-year term. The current contract is effective Oct 1, 2021 thru Sep 30, 2024. Either party may give a written notice of at least 120-days prior to a termination effective date. This increase is the annual CPI per the contract and not due to the implementation of the new recycling bins.

FINANCIAL IMPACT

The proposed rate increase is \$0.95 for solid waste and \$0.27 for recycling; total increase \$1.22. Additionally, the City charges an administrative fee of \$0.61 per household. The total cost for solid waste would increase from \$14.16 per household to \$15.38 per household.

RECOMMENDATION

Council consideration is respectfully requested.

ATTACHMENTS

- Letter from Waste Connections (dba Progressive Waste Solutions)
- CPI (Consumer Price Index)
- Ordinance



WASTE CONNECTIONS INC.

Connect with the Future®

October 14, 2022
City of Crowley
Attn: Robert Loftin
201 E Main St
Crowley TX, 76036

RE: Annual Rate Adjustment CPI

Dear Mr. Loftin,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of the City of Crowley. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City.

Each year we evaluate cost per our contract with the city. The amount is based on the published Bureau of Labor Standard Consumer Price Index / Urban Consumers (CPI-U DFW)-all items-less energy. The CPI for 2022 is equal to 9%. Your current rate per home for trash is \$10.55 with the increase your new rate is \$11.50. For recycling your current rate is \$3 with the increase your new rate is \$3.27.

We would like to adjust these rates on the December 2022 billing cycle. During this time, I will get in front of council with firm dates on Recycling carts and a new contract.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me on my cell 817-223-8186.

Best Regards,

Abel Moreno
District Manager
Waste Connections of TX
Abel.moreno@wasteconnections.com

CPI for All Urban Consumers (CPI-U)

Original Data Value

Series Id: CUURS37ASA0, CUUSS37ASA0

<https://data.bls.gov/pdq/SurveyOutputServlet>

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban

Area: Dallas-Fort Worth-Arlington, TX

Item: All items

Base Period: 1982-84=100

Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2012	209.203		212.618		212.226		211.267		214.033		212.901
2013	213.696		216.465		215.670		216.979		217.068		215.450
2014	216.291		218.715		219.590		219.543		219.380		217.188
2015	214.899		217.487		218.484		218.676		217.507		217.104
2016	217.164		218.877		220.717		221.507		221.923		222.259
2017	223.082		223.782		225.264		225.613		229.056		229.352
2018	229.132		230.272		234.034		233.570		234.563		234.487
2019	233.915		236.495		237.485		238.891		239.815		238.768
2020	238.935		238.865		236.317		239.888		240.658		239.544
2021	242.513		246.995		251.228		253.319		254.950		257.394
2022	261.499		269.347		274.196		277.005		278.297		

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[CLASSROOM](#)
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Databases, Tables & Calculators by Subject

Change Output Options:

From: To: [GO](#)

☐ include graphs ☐ include annual averages

[More Formatting Options](#) 

Data extracted on: October 14, 2022 (7:04:32 PM)

CPI for All Urban Consumers (CPI-U)**Series Id:** CUURS37ASA0,CUUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted**Area:** Dallas-Fort Worth-Arlington, TX**Item:** All items**Base Period:** 1982-84=100**Download:**  [xlsx](#)

Year	Sep
2021	254.950
2022	278.297

12-Month Percent Change**Series Id:** CUURS37ASA0,CUUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted**Area:** Dallas-Fort Worth-Arlington, TX**Item:** All items**Base Period:** 1982-84=100**Download:**  [xlsx](#)

Year	Sep
2021	5.9
2022	9.2

Dec	Annual	HALF1	HALF2
	212.227	211.520	212.935
	215.995	215.550	216.441
	218.392	218.469	218.316
	217.500	217.375	217.625
	220.677	219.223	222.132
	226.103	224.203	228.003
	232.788	231.570	234.007
	237.732	236.420	239.045
	239.081	237.910	240.253
	251.620	247.420	255.820
		269.525	

ORDINANCE NO. 10-2022-475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING THE SOLID WASTE RATES IN APPENDIX A, SCHEDULE OF RATES, FEES AND CHARGES, OF THE CODE OF ORDINANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crowley, Texas, 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 fee schedule of the City of Crowley, has been codified as Appendix A of the Crowley Code of Ordinances; and

WHEREAS, the City Council desires to amend the solid waste rates contained in the Schedule of Rates, Fees and Charges of the City.

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

SECTION 1.

The solid waste rates contained in Appendix A, Schedule of Rates, Fees and Charges, of the Code of Ordinances of the City of Crowley, Texas, is hereby amended to read as follows:

(19) *Solid waste.*

Single-family residential, duplex and manufactured homes	\$14.16 \$15.38 per month
Recycle bin	First bin no charge; \$5.00 each additional bin
Commercial/industrial	Contract with company of their choosing

SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City

Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

That all rights or remedies of the City of Crowley, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding solid waste that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

The caption of this ordinance stating in substance the purpose of this ordinance shall be published one (1) time in a newspaper having general circulation in the City of Crowley, Texas upon passage hereof.

SECTION 6.

This ordinance shall become effective December 1, 2022, and publication is required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 20th DAY OF October, 2022.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-8

Staff: Heather Gwin
Contact: Assistant Finance Director
E-mail: hgwin@ci.crowley.tx.us
Phone: 817-297-2201 x 4850

SUBJECT: Discuss and consider approval of Ordinance # 10-2022-476, amending the fees listed in Table 22, "Other fees and charges for community development" of Appendix A: Schedule of Rates, Fees and Charges of the Crowley City Code

BACKGROUND/DISCUSSION

The city currently absorbs the cost of credit card fees for community development. Fiscal year 2019-2020 those fees were \$12,570.79, 2020-2021 were \$3,745.97 and 2021-2022 were \$27,501.90. We received notification that the fees are increasing effective November 1st to 3.25% of the transaction. This ordinance, if approved, will pass the 3.25% transaction fee to the applicant.

RECOMMENDATION

Staff recommend approval.

ATTACHMENTS:

Ordinance amending the Schedule of Fees.

ORDINANCE NO. 10-2022-476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING APPENDIX A, SCHEDULE OF RATES, FEES AND CHARGES, OF THE CODE OF ORDINANCES BY ADDING A NEW FEE TO SECTION (22) OTHER FEES AND CHARGES FOR COMMUNITY DEVELOPMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crowley, Texas, 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 fee schedule of the City of Crowley, has been codified as Appendix A of the Crowley Code of Ordinances; and

WHEREAS, Appendix A of the Code of Ordinances establishes various fees for City services associated with the administration, investigation, and implementation of ordinances and regulations applicable to development and other activities; and

WHEREAS, the City Council now desires to amend its schedule of fees by adding a new fee to Section (22), "Other fees and charges for community development" of Appendix A: Schedule of Rates, Fees and Charges as listed below;

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

SECTION 1.

That Section (22) "Other fees and charges for community development," Appendix A: Schedule of Rates, Fees and Charges of the Code of Ordinances of the City of Crowley, Texas, be and is hereby amended as follows:

(22) Other fees and charges for community development.

Subdivision construction inspection	
Total cost of the public improvements	Four percent
Engineering review—Site plan, preliminary plat, or replat	An engineering review fee of \$500.00 plus the total cost (100 percent) in excess of \$500.00 for any outside sources used by the city will be paid by the developer prior to issuance of any building permits or acceptance of public improvements. This fee includes any discussions or meetings with applicants as part of the development approval process

Engineering review—Final plat or pre-application civil plan review	An engineering review fee of \$1,500.00 plus the total cost (100 percent) in excess of \$1,500.00 for any outside sources used by the city will be paid by the developer prior to issuance of any building permits or acceptance of public improvements.
Street signs	Full cost due prior to issuance of building permits
Stop signs	Full cost due prior to issuance of building permits
Park land dedication, fees in lieu of land, per unit or lot	1.5 acres per 100 dwelling unit; or \$600.00 per dwelling unit
Park development fee	\$600.00 per dwelling unit
Property abatement (high grass/trash/debris)	
Administration fee (includes cost associated with certified mailings, photographs, inspections and reinspections of property)	\$25.00
Residential abatement fee: Any outside services used by the city shall be paid at 100 percent of the cost to the city	The city will charge 100 percent of incurred expenses by the city
Commercial abatement fee (undeveloped property—SF20 or larger property)	Cost for outside services used by the city shall be paid at 100 percent of the cost
Filing fees	
Recording and releasing of liens	\$40.00 + county filing fees
Credit Card Processing Fee	3.25% of transaction total

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This ordinance shall be effective on November 1, 2022.

PASSED AND APPROVED ON THIS DAY 20TH DAY OF OCTOBER, 2022.

CITY OF CROWLEY, TEXAS

Mayor, Billy P. Davis

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-9

Staff Matt Elgin
Contact: Assistant Public Works
Director
E-mail: melgin@ci.crowley.tx.us
Phone: 817-297-2201-X 3240

SUBJECT: Discuss and consider executing a contract between the City of Crowley and Teague, Nall and Perkins for professional engineering services in updating the City's Water Capital Improvement Plan and the Water and Sanitary Sewer Impact Fee Study.

BACKGROUND/DISCUSSION

The Crowley Water Capital Improvement Plan, among other tasks, will seek to analyze the total system capacity, the level of current usage, and the commitments for usage of capacity of the existing capital improvements. The surge of growth within the City has spurred on an expansion of both the Water and Sanitary Sewer Systems. The development growth coupled with the recent update to the Land Use Plan (adopted by Council June 4, 2020) warrant a review of the projects listed in the Capital Improvement Plan and necessary projections for projects to support future expansions.

Upon completion of the update to the Water Capital Improvement Plan, a Water and Sanitary Sewer Impact Fee Study will be performed based on the projected system improvement costs recommended within the updated Capital Improvement Plan. The results of this Impact Fee Study will be presented at a future date to Council for future consideration.

In accordance with Local Government Code Chapter 395, a municipality must utilize an independent qualified engineer or financial consultant who is not an employee of the municipality when updating the Capital Improvement Plan. Teague, Nall, and Perkins serves as the City engineer on development plan reviews and serves as a consultant on the City's water and wastewater systems.

FINANCIAL IMPACT

The cost for Professional Services: \$123,600. In accordance with Sec. 395.012 (a)(4), impact fees previously collected may be used to pay for these professional services.

RECOMMENDATION

Staff recommends executing the contract with Teague, Nall and Perkins for the services as described.

Sample Motion: Motion to approve the City Manager or his designee to execute the Crowley Water Capital Improvement Plan and the Water and Sanitary Sewer Impact Fee Update contract with Teague, Nall and Perkins.

ATTACHMENTS

- Teague, Nall and Perkins Contract with specified scope exhibits.



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: **CROWLEY WATER CIP AND WATER & SEWER IMPACT FEE UPDATES**

TNP PROJECT NUMBER: CRO 22____

CLIENT: City of Crowley

ADDRESS: 201 E. Main Street
Crowley, TX 76036

City of Crowley (City) hereby requests and authorizes Teague Nall and Perkins, Inc., (Consultant) to perform the following services:

Article I

SCOPE OF BASIC SERVICES:

Consultant shall provide engineering services associated with the development of a Water System Capital Improvement Plan (CIP) and a Water and Sewer Impact Fee Study Update for the City.

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION:

Compensation to be on a basis of the following:

1. **BASIC SERVICES:** The City agrees to pay the Consultant as follows:
 - a. Engineering Services associated with the Water CIP development and Water and Sewer Impact Fee Study Update shall be performed on an hourly reimbursable basis with a not-to-exceed budget of **\$120,000**. This budget is an estimate for the services anticipated but the actual cost for these services may be a lesser or higher amount. However, it is understood that the stated budget amount shall not be exceeded without written authorization from the City. Reimbursement shall be per the Consultant's standard rate schedule (Attachment 'B'). The services to be provided are further outlined on Attachment 'A'.
2. **DIRECT EXPENSES:** The City agrees to pay the Consultant as follows:
 - a. A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Based on the proposed fees for engineering services, the anticipated fee associated with direct expenses is **\$3,600**. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the City by TNP to other entities shall be invoiced at 1.10 times actual cost and is not included in the **\$3,600** budget identified above.
3. **ADDITIONAL SERVICES:** The City agrees to pay the Consultant as follows:
 - a. Services incidental to the project but not within the scope of the Basic Services may be added by the City to the Consultant's responsibilities. These services shall be performed on a time and expense basis.



No Additional Services shall be performed without the City's written authorization. Reimbursement shall be per the Consultant's standard rate schedule (Attachment 'B').

PAYMENT TERMS: City shall be billed monthly for services rendered and pay upon receipt of invoice. Delays of transmitting payments to Consultant more than 30 days from invoice date may result in cessation of services until payment is received.

FEE SUMMARY:

Basic Services

a. Engineering Services: **\$120,000** (Hourly Reimbursable)

Direct Expenses

a. Direct Expenses: **\$3,600** (3% Fee)

Total **\$123,600**

Article III

SCHEDULE: The proposed services shall begin within 5 working days of authorization to proceed.

It is understood and mutually agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that Consultant's ability to perform the scope of service is dependent upon timely receipt of information and data from the City, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the City become delayed or not provided in a timely manner. It is anticipated that the life of this service agreement will be no more than **five (5) months** after receiving the authorization to proceed. If necessary and mutually agreed in writing by both parties, the duration of the contract can be extended.

Article IV

SUPPLEMENTAL PROVISIONS: The attached supplemental provisions are incorporated and made a part of this agreement.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until an executed copy of this contract is received by Consultant. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the City for the services indicated.

Approved by City:

City of Crowley

By: _____

Title: _____

Date: _____

Accepted by Consultant:

Teague Nall and Perkins, Inc.

By:  _____

Jonathan Bengfort, PE

Title: Director of Engineering Services

Date: June 22, 2022

Supplemental Provisions

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

A fee equal to 3% of labor billings shall be included on each monthly invoice to account for the TNP's direct expenses for the Project. Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to prints, plots, copies, postage, courier services, binding charges, mileage, etc. Any permit fees, filing fees, application fees related to the Project that are paid by the TNP and are not covered by the scope of services shall be reimbursed by the CLIENT at 1.10 times the actual cost.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the Client is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, fax: (512) 440-5715.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.

The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, **Telephone (512) 305-9000**, Fax (512) 305-8900.

16 INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety.

18. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

ATTACHMENT 'A'
SCOPE OF SERVICES
ENGINEERING SERVICES FOR
WATER SYSTEM CIP AND WATER & SEWER IMPACT FEE UPDATES
CITY OF CROWLEY

The scope set forth herein defines the work to be performed by the Consultant in completing the project. Both the City and Consultant have attempted to clearly define the work to be performed and address the needs of the Project.

WORK TO BE PERFORMED

The purpose of the project is to develop a Water System Capital Improvement Plan (CIP) and perform a Water and Sewer Impact Fee Study Update for the City of Crowley.

The following tasks have been identified for inclusion in this scope of services:

- Task 1. Water System Capital Improvement Plan
- Task 2. Water & Sewer Impact Fee Study Update

TASK 1. WATER SYSTEM CAPITAL IMPROVEMENT PLAN

Consultant will develop a Water System Capital Improvement Plan (CIP) as follows.

- 1.1. Update City's existing water system model
 - Add pipes and nodes to the existing water model as necessary to better represent the existing system infrastructure and operations.
 - Calibrate water model based on available water use, operations, and pressure test information, as provided by the City.
- 1.2. Update City's projected water demands
 - Calculate City's projected water demands.
 - Utilize the City's current Comprehensive Land Use Plan (adopted 2020) for projected land uses.
 - Utilize historical water use data to determine appropriate water demands per capita.
 - Utilize NCTCOG census information and population growth projections to project water demand growth over time.
- 1.3. Develop water improvement needs
 - Utilize projected water demands and projected development type/location to develop anticipated water system improvement needs.

- Consider the City's anticipated third water take point from the City of Fort Worth in the development of the water improvement needs.
- Create a map and list of capital improvement projects needed to accommodate projected development and growth.
- Identify the anticipated size and type of the improvements.
- Develop conceptual opinions of probable construction cost for the capital improvements.
- Collaborate with City staff to refine and finalize the Water CIP.

TASK 2. WATER & SEWER IMPACT FEE STUDY UPDATE

Consultant will assist the City in updating the Water & Sewer Impact Fee program in accordance with the requirements of Texas Local Government Code Chapter 395 as follows.

2.1. Update Land Use Assumptions and Study Limits

- Review and update the existing land use assumptions with the City and the City's Impact Fee Advisory Committee.
- Review and update the Impact Fee study limits based on information provided by the City and the Advisory Committee.
- Update population and growth tables and calculations.
- Update the meter equivalent calculations based on the revised study area and land use assumptions.

2.2. Water and Sewer Capital Improvement Plans

- Meet with the City and the Advisory Committee to review the current capital improvement plans and to identify work that has been completed or no longer applies.
- Update the water and sewer capital improvement plans based on information provided by the City.
- Prepare updated water and sewer CIP exhibits for the Impact Fee study.

2.3. Cost Opinions

- Update the existing cost opinions to reflect current unit prices.
- Prepare cost opinions for any new projects within the water and sewer capital improvement plans.

2.4. Public Hearing and Adoption of Impact Fee Amendments

- In accordance with Local Government Code, Chapter 395, Section 395.052 Periodic Update of Land Use Assumptions and Capital Improvements Plan Required assist the City in the following:

- Creation of an Advisory Committee.
- Scheduling a public hearing for any proposed amendments.
- Issuing of comments.
- Approval of amendments.
- Attend the Public Hearing in a supportive role and be available to answer questions that arise.
- Attend City Council meetings as necessary to support and be available to answer questions regarding updated Impact Fee study.

2.5. Deliverables

- Provide the City with up to 10 copies of the adopted final study.
- Provide the City with a PDF copy of the adopted final study.

ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Changes to the Scope of Work that result in significant change to the general scope, extent or character of the Project.
- Presentations and meeting attendance other than those described in the Basic Services.
- Mass printings or preparation of mailers.
- Sewer modeling.
- Preparation of exhibits beyond those stated in the Basic Services.
- Copies of the Impact Fee Study beyond the amount stated in Basic Services.
- Fees related to advertisement of public hearings.

Attachment 'B'
TEAGUE NALL AND PERKINS, INC.
 2022 Standard Hourly Rates
 Effective January 1, 2022 to December 31, 2022*

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	270.00
Team Leader	260.00
Senior Project Manager	250.00
Project Manager	200.00
Senior Engineer	260.00
Project Engineer	170.00
Engineer III/IV	140.00
Engineer I/II	130.00
Senior Landscape Architect/Planner	200.00
Landscape Architect / Planner	180.00
Landscape Designer	125.00
Senior Designer	165.00
Designer	150.00
Senior CAD Technician	135.00
CAD Technician	120.00
IT Technician	180.00
Clerical	85.00
ROW Manager	220.00
Senior ROW Agent	175.00
ROW Agent	135.00
Relocation Agent	170.00
ROW Admin	90.00
Intern	80.00

Surveying	Hourly Billing Rate
Survey Manager	245.00
Registered Professional Land Surveyor (RPLS)	210.00
Field Coordinator	145.00
S.I.T. or Senior Survey Technician	145.00
Survey Technician	120.00
1-Person Field Crew w/Equipment**	155.00
2-Person Field Crew w/Equipment**	185.00
3-Person Field Crew w/Equipment**	210.00
4-Person Field Crew w/Equipment**	230.00
Flagger	55.00
Abstractor (Property Deed Research)	95.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	420.00
Terrestrial Scanning Equipment & Crew	265.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	175.00
Utility Coordinator	160.00

Sr. Utility Location Specialist	165.00
Utility Location Specialist	100.00
1-Person Designator Crew w/Equipment***	155.00
2-Person Designator Crew w/Equipment***	180.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	300.00 (4 hr. min.)
Core Drill (equipment only)	790.00 per day
SUE QL-A Test Hole (0 < 8 ft)****	2,200.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****	2,700.00 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	110.00
Construction Inspector III	120.00
Senior Construction Inspector	140.00
Construction Superintendent	185.00
Senior Project Manager	250.00
Construction Manager	200.00
Senior Construction Manager	250.00
Construction Records Keeper	120.00

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2022 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-10

Staff Contact: Matt Elgin, Assistant
Director of Public Works

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

Phone: 817-297-2201 x3240

SUBJECT: Discuss and consider approving the landscape design and engineering contract with Pacheco Koch for the 2023 Green Ribbon Project with TxDOT and authorizing the City Manager or approved designee to execute said contract.

BACKGROUND/DISCUSSION

The City of Crowley is a recipient of funds from the 2023 TxDOT Green Ribbon Landscape Grant. The landscape enhancements will be to the FM 731 median from Deer Creek Drive to Hampton Road. This portion of work is the second phase in a multi-phase effort to enhance the entire southern medians along FM 731 south of the FM 1187 intersection.

The project will require Crowley to contract with a licensed landscape architect to design the project and submit other TxDOT required environmental documentation for the project site. City of Crowley staff have been successfully working with Pacheco Koch on recent landscaping and parks projects. In addition, Pacheco Koch designers have experience working with the Fort Worth District office of TxDOT on other Green Ribbon Projects. They are the landscape architects that provided services to the current FM 731 Green Ribbon grant project currently underway between Renfro and Deer Creek Drive.

Pacheco Koch has submitted a proposal to provide the professional landscape services for this project. The total cost for the services proposed is \$44,500.

FINANCIAL IMPACT

The financial impact of this effort would be \$44,500. The monies from the current 2022 project were taken from the 2021 CO Bond.

RECOMMENDATION

Staff recommends approval of the contract between the City of Crowley and Pacheco Koch for the necessary design requirement set forth by TxDOT for the recipients of the grant.

ATTACHMENTS

- TxDOT Green Ribbon Grant letter for 2023 fiscal year
- Contract for landscape services by Pacheco Koch

October 12, 2022
PK No.: 3696-0100
Westwood No.: P0039291.02

Mr. Jack Thompson CEcD
Assistant City Manager
CITY OF CROWLEY
201 East Main Street
Crowley, Texas 76036

Re: Professional Landscape Architecture Services
CROWLEY FM 731 GREEN RIBBON PHASE II
Crowley, Tarrant County, Texas

Dear Mr. Thompson:

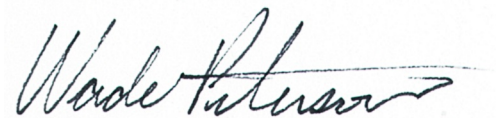
Pacheco Koch Consulting Engineers, LLC, a Westwood Company, is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project consists of landscape planting and irrigation plans for Green Ribbon funding for FM 731 in Crowley, Texas.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and

Pacheco Koch Consulting Engineers, LLC, a Westwood Company, is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Wade C. Peterson, P.L.A., LEED®AP

DJW/aew

General Conditions of Agreement

Pacheco Koch Consulting Engineers, LLC

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”) for the Crowley FM 731 Green Ribbon Phase II Project** dated **October 12, 2022** (the “Project”), is an agreement (the “Agreement”) between **the City of Crowley** (“Client”), located at 201 East Main Street, Crowley, Texas 76036 and **Pacheco Koch Consulting Engineers, LLC, a Westwood Company**, (“Pacheco Koch”), located at **4060 Bryant Irvin Road, Fort Worth, Texas 76109**.

1.01 Basic Agreement

Pacheco Koch shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Pacheco Koch may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Pacheco Koch shall perform the Professional Consultant services (hereinafter referred to as the “Services”) for the Project as set forth in Exhibit “A” (the “Scope of Services”), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Pacheco Koch, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Pacheco Koch will be at Client's sole risk.

3.01 Payment Procedures

Pacheco Koch shall be compensated by payment of fees as set forth in Exhibit B (the “Compensation and Method of Payment”) which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Pacheco Koch will prepare a monthly invoice in accordance with Pacheco Koch's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Pacheco Koch for Services and expenses within thirty (30) days after the date of Pacheco Koch's invoice, Pacheco Koch may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Pacheco Koch has been paid in full all amounts due for Services, expenses, and other related charges. Pacheco Koch has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Koch within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Pacheco Koch as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Pacheco Koch's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses and Pacheco Koch's consultant's charges, if any.
- B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses and Pacheco Koch's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Pacheco Koch may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Pacheco Koch for such additional services an amount equal to the cumulative hours charged to the Project by each class of Pacheco Koch's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses and Pacheco Koch's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. By Pacheco Koch:
 - 1) Upon seven (7) days written notice if Pacheco Koch believes that Pacheco Koch is being requested by Client to furnish or perform services contrary to Pacheco Koch's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if Pacheco Koch's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Pacheco Koch's control.

Pacheco Koch shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Pacheco Koch to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Pacheco Koch shall be compensated for the time required to complete such tasks.

6.01 Successors, Assigns, and Beneficiaries

Client and Pacheco Koch are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Pacheco Koch are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Pacheco Koch may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Pacheco Koch under this Agreement will be the care and skill ordinarily used by members of Pacheco Koch's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Pacheco Koch makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pacheco Koch's Services and Deliverables. Pacheco Koch and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. If Client notifies Pacheco Koch of a deficiency, or if Pacheco Koch determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Pacheco Koch shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Pacheco Koch may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Pacheco Koch pursuant to this Agreement. Pacheco Koch may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Pacheco Koch neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Pacheco Koch shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Pacheco Koch's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Pacheco Koch.
- F. It is understood and agreed that if Pacheco Koch's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Pacheco Koch that may be in any way connected thereto.

- G. Pacheco Koch shall be the owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Pacheco Koch's receipt of full payment therefore, Pacheco Koch hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project; and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Pacheco Koch pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Pacheco Koch or to Pacheco Koch's consultants.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Pacheco Koch.
- K. Nothing contained herein shall be construed to mean that Pacheco Koch and Client are engaging in a joint venture or partnership.
- L. Pacheco Koch shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Pacheco Koch or any other party encounters a Hazardous Environmental Condition, Pacheco Koch may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. To the fullest extent permitted by law, Pacheco Koch shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and reasonable charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused in whole or in part by the negligent acts or omissions, intentional tort or failure to pay a subconsultant of Pacheco Koch or Pacheco Koch's officers, directors, partners, employees, and Pacheco Koch's consultants in the performance and furnishing of Pacheco Koch's services under this Agreement.
- B. To the fullest extent permitted by the laws of the State of Texas, Client shall indemnify and hold harmless Pacheco Koch, Pacheco Koch's officers, directors, partners, employees, and Pacheco Koch's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Pacheco Koch may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Pacheco Koch's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Pacheco Koch's respective percentage of responsibility for such cost, loss, or damage. Pacheco Koch shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Pacheco Koch's provision of the Services or the Deliverables, even if Pacheco Koch has been advised of the possibilities of such damages. In no event shall Pacheco Koch's total liability in connection with this Agreement exceed the amounts paid by Client to Pacheco Koch under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Pacheco Koch to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Pacheco Koch shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Pacheco Koch may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Pacheco Koch shall be compensated for all reasonable termination expenses.

11.01 Coronavirus Pandemic Impact

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the “Coronavirus Pandemic”), Pacheco Koch may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Pacheco Koch’s control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from any applicable governmental authority or applicable law that renders Pacheco Koch’s or it’s subconsultants’ performance impossible, impracticable, or contrary to such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Pacheco Koch’s reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Pacheco Koch determines in good faith and in Pacheco Koch’s sole discretion, that it is not feasible for Pacheco Koch or its subconsultants to perform the work in accordance with the schedule Pacheco Koch shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Pacheco Koch shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

12.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Pacheco Koch, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Pacheco Koch, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care. Client shall indemnify and hold Pacheco Koch harmless from claims for damages caused in part by reasons of Pacheco Koch’s provision of Services.

13.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Pacheco Koch. No third party shall have the right to rely on Pacheco Koch’s Deliverables or opinions rendered in connection with the Services without the written consent of Pacheco Koch and the third party’s agreement to be bound to the same conditions and limitations as Client.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Pacheco Koch and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Crowley

PACHECO KOCH:
**Pacheco Koch Consulting Engineers, LLC,
a Westwood Company**

By: _____

By: _____

Name: _____
(PRINT/TYPE)

Name: _____
(PRINT/TYPE)

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address/Contact for giving notices:

Address/Contact for giving notices:

Pacheco Koch Consulting Engineers, LLC
C/O General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

Exhibits: A Scope of Services
 B Compensation & Method of Payment
 C Insurance
 D Schedule

EXHIBIT A
SCOPE OF SERVICES

See attached.

EXHIBIT 'A' – SCOPE OF SERVICES

CROWLEY FM 731 GREEN RIBBON PHASE II

PROJECT DESCRIPTION:

It is our understanding the project consists of landscape planting and irrigation plans for TxDOT Green Ribbon funding for FM 731 in Crowley, Texas. (PROJECT).

BASIC SERVICES:

- A. Base File Creation
The CONSULTANT will develop a schematic working base file from Lidar, digital CAD data, aerial photos, and PDF documents available to be able to advance design in absence of design survey data.
1. Included in this item:
- Gathering of three forms of data and tracing it into a schematic working base file.
 - Rectification of digital TxDOT roadway files into working bases sufficient to act as a survey base for construction documents if available.
- B. Project Management and Coordination Meetings
The CONSULTANT will attend meetings and or presentations to coordinate with other team members and the owner during the design phase and submit plans for formal TxDOT review as required.
- Up to three (3) meetings with the CLIENT and/or TxDOT to coordinate the design and submittals.
 - Formal review submittals and responses to TxDOT at 60%, 90%, 95% and final plans.
 - Standard TxDOT forms and data input into TxDOT Connect.
- C. Supplemental Design Requirements
The CONSULTANT will prepare additional plans for the following:
1. Included in this item:
- General notes related to demolition activities.
 - Erosion Control Plan for areas of sediment control to manage the discharge of storm water runoff from the site during construction activities in accordance with TxDOT guidelines.
 - Standard TxDOT plans and details to include general notes, schedules, and quantity summaries as required.

EXHIBIT A to Agreement between the
City of Crowley, Texas ("Client") and
Pacheco Koch Consulting Engineers,
LLC, ("Consultant") for Consulting
Services

- D. CONSULTANT will provide Landscape Planting Plan that consists of selection and location of ornamental plantings, trees, turf, mulches, and associated items.

1. Included in this item:

- Construction documents per the concepts approved and included in the Green Ribbon Grant Application to a level sufficient to demonstrate design intent and allow the construction thereof, including material and quantity schedules, notes and technical details.
- One (1) Plan submittal meeting TxDOT requirements as previously described at 60%, 90%, 95% and final plans.

- E. Landscape Irrigation Plans
CONSULTANT will provide a Landscape Irrigation Plan that consists of a fully automated irrigation system to service the plantings on the site as required.

1. Included in this item:

- Construction documents to include irrigation plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules, pipe sizing, notes and technical installation details.
- One (1) Plan submittal meeting TxDOT requirements as previously described at 60%, 90%, 95% and Final plans.

SPECIAL SERVICES:

- F. Bid Phase Services
The CONSULTANT will provide limited Bid Phase services during the Bid Phase, CONSULTANT will be available to provide coordination as required with prospective bidders.

- G. Landscape Construction Administration
CONSULTANT will provide limited Construction Administration services related to the work shown on the Landscape Planting and Irrigation Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Planting and/or Irrigation Plans provided by Pacheco Koch. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

EXHIBIT A to Agreement between the
City of Crowley, Texas ("Client") and
Pacheco Koch Consulting Engineers,
LLC, ("Consultant") for Consulting
Services

At the Client's request, a representative will attend up to two (2) Client project coordination meetings during construction.

At the request of the Client, a representative will visit the site at critical junctures during the course of site construction up to two (2) times. Recommended times for site visits could include:

- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

H. TxDOT Environmental Documents

The CONSULTANT will manage environmental documents in accordance with TxDOT guidelines.

1. Included in this item:

- Prepare the necessary documentation to obtain blanket categorical exclusion for environmental clearance through TxDOT.

EXHIBIT A to Agreement between the
City of Crowley, Texas ("Client") and
Pacheco Koch Consulting Engineers,
LLC, ("Consultant") for Consulting
Services

I. Reimbursable Expenses

Included in this item are usual and customary expenses normally incurred during this type of project. These could include travel expenses, courier delivery charges, overnight delivery charges, copies of existing plans and/or maps, photocopies, printing and reproduction (either in-house or by reproduction company). Application, review and filing fees are not included in this item.

Services not included in this contract:

- Construction inspection services.
- As-builts of the constructed improvements.
- Public hearings or City Council/Commission meetings.
- Utility coordination meeting(s) to start relocation process with affected franchise utilities
- Floodplain studies and permitting
- Boundary and topographic surveying
- Traffic and parking studies
- Storm Water Pollution Prevention Plans (SWPPP)
- Demolition plan
- Drainage Plan
- Hardscape Plan
- Site Lighting Plan
- Design of walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage
- Graphic representation documents.
- Geotechnical investigation.
- Environmental investigation beyond what is shown above.
- Services associated with filing of the "Notice of Intent" form (NOI) to the Texas Commission on Environmental Quality (TCEQ) for the proposed construction activities.
- Reclaimed Water Irrigation Design
- Wetlands determination and permitting.
- Coordination of gas, electric, telephone and cable television services
- Dedication of easements and/or right-of-way be separate instrument

END OF EXHIBIT 'A'

EXHIBIT B
COMPENSATION & METHOD OF PAYMENT

See attached.

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

CROWLEY FM 731 GREEN RIBBON PHASE II

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Pacheco Koch shall be compensated a lump sum fee of \$44,500.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. Base File Creation	\$ 2,400.00
B. Project Management & Coordination Meetings	\$ 4,400.00
C. Supplemental Design Requirements	\$ 5,200.00
D. Landscape Planting Plans	\$12,500.00
E. Landscape Irrigation Plans	\$10,000.00

Special Services

F. Bid Phase Services	\$ 1,200.00
G. Landscape Construction Administration	\$ 2,800.00
H. TxDOT Environmental Documents	\$ 4,200.00
I. Reimbursable Expenses	<u>\$ 1,800.00</u>
TOTAL	<u>\$44,500.00</u>

METHOD OF PAYMENT:

Pacheco Koch shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Pacheco Koch.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Pacheco Koch plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Pacheco Koch's cost.

END OF EXHIBIT 'B'

EXHIBIT C

INSURANCE

See attached.

EXHIBIT C – INSURANCE

A. *Insurance.* Pacheco Koch shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Pacheco Koch shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'



2501 Southwest Loop 820 Fort Worth, TX 76133 | 817-370-6500 | WWW.TXDOT.GOV

SEPTEMBER 16, 2022

Mr. Matt Elgin
Assistant Public Works Director, City of Crowley
201 East. Main Street
Crowley, Texas 76036

Dear Mr. Elgin:

The Texas Department of Transportation (TxDOT) Fort Worth District has approved the City of Crowley's proposed FM 731 from Deer Creek Drive to South Hampton Road project for Green Ribbon Landscape funds in the 2023 fiscal year (September 2022 through August 2023). The City of Crowley has been tentatively approved for a fixed amount of \$400,000. Direct State Costs will not be charged but bid item costs over \$400,000 will be the City's responsibility.

This selection is preliminary, pending a signed Advanced Funding Agreement and Landscape Maintenance Agreement.

We will be setting up meetings with each entity and TxDOT staff to go over the proposed projects, discuss maintenance responsibilities, and draft the Advanced Funding Agreement to be signed by the City and TxDOT.

If you should have any questions, please contact our Fort Worth District Landscape Architect Kimberly White at kimberly.phillips.white@txdot.gov or (817) 370-6639.

Sincerely,

DocuSigned by:
Matthew L. Evans, P.E.
E9AEAF95D42641B...

Matthew L. Evans, P.E.
Director of Maintenance
Fort Worth District

cc: Ricardo Gonzalez, P.E., Director of Transportation, Planning and Development
Minh Tran, P.E., Area Engineer North Tarrant County Area Office
Kimberly White, RLA, ASLA, PMP, Fort Worth District Landscape Architect



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-11

Staff

Contact:

E-mail:

Phone:

Matt Elgin

Assistant Public Works

Director

melgin@ci.crowley.tx.us

817-297-2201-X 3240

SUBJECT: Discuss and consider a construction project bid contract award for \$617,750.00 to David-Tehoungue Ltd. Co. for Horse Creek Farms Addition drainage improvements and authorizing the City Manager or designated signatory to execute said contract.

BACKGROUND/DISCUSSION

This construction project is intending to make storm water drainage improvements within Horse Creek Farms Addition inside the City of Crowley. On September 8, 2022 and September 22, 2022 public notification of the project was made through the Star Telegram. The bid proposals were due Monday, October 3, 2022 by 2:00 PM. On October 3rd, 2022 at 2:00 PM the sealed bids were opened and read aloud in the City Hall Conference Room. The City only received two bid proposals by the designated cut-off time for this project.

The engineering firm, which engineered and designed the project, Teague, Nall and Perkins (TNP), performed the bid tabulation as well as the verification of the contractor's project references. TNP along with staff are recommending David-Tehoungue LTD. Co. be awarded the construction contract for the Horse Creek Farms Addition drainage improvements for \$617,750.00 (TOTAL BASE BID).

FINANCIAL IMPACT

The financial impact of the construction contract would be \$617,750.00.

RECOMMENDATION

Staff recommends approval of awarding the contract to David-Tehoungue Ltd. Co. Council consideration of approval of the contract and authorization of the City Manager or a designated signatory is respectfully requested.

ATTACHMENTS

- Bid Posting Affidavit
- Bid tabulation from Teague, Nall and Perkins
- Recommendation Letter from TNP



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36002	313921	Print Legal Ad - IPL0088631		\$363.70	1	84 L

Attention: Rachel Roberts

CITY OF CROWLEY
201 E MAIN STREET
CROWLEY, TX 760360747

NOTICE TO BIDDERS

Sealed Proposals on forms prepared by the Engineer will be received, and then publicly opened and read, for furnishing all labor, material, equipment and performing all work required for the

DRAINAGE IMPROVEMENTS
HORSE CREEK FARMS ADDITION
Proposals, submitted in sealed envelopes, and marked in the upper lefthand corner DRAINAGE IMPROVEMENTS for HORSE CREEK FARMS ADDITION will be received until 2:00 PM (local time) on Monday, October 3, 2022, and then publicly opened and read aloud at THE CROWLEY CITY HALL, CONFERENCE ROOM, 201 E. MAIN, CROWLEY, TX 76036.

All proposals shall be accompanied by a Proposal Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to THE CITY OF CROWLEY, and in the amount of five percent (5%) of the total amount of the proposal as a guarantee that if the proposal is accepted, the bidder will execute the Contract and furnish the required Bonds within the time provided in the "Proposal To The City of Crowley, Texas".

Bidders should carefully examine the plans, specifications, and other documents; visit the site of the work; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should he/she be in doubt as to the meaning, he/she should at once notify the Engineer and obtain clarification prior to submitting any bid.

Contract Documents for the Project may be downloaded or viewed free of charge at the following website. It is the downloader's responsibility to determine that a complete set of documents are received.

<http://www.civcastusa.com/>

This website will be updated periodically with Addenda, lists of interested parties, reports or other information relevant to submitting a Proposal for the Project.

Contract Documents may also be secured from the offices of the Engineer, TEAGUE NALL & PERKINS, INC., 5237 N Riverside Dr, Suite 100, Fort Worth, 76137 at a nonrefundable cost of \$75.00, check or money order only, for each set of documents so obtained. Plans, Specifications and Bid Documents do not need to be returned.

Minimum wage rates for all laborers and mechanics on the project must not be less than Federal Wage Decision Publication provided in the Contract Documents and Wage Provisions must particularly comply with all other applicable wage laws of the State of Texas.

The Owner reserves the right to award the Contract at any time within sixty (60) days after the date of receiving bids, or to reject any or all bids and waive any or all formalities.

IPL0088631
Sep 8, 2022

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

No. of Insertions: 2

Beginning Issue of: 09/08/2022

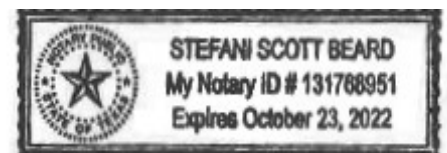
Ending Issue of: 09/22/2022

Amanda Grisham

Sworn to and subscribed before me this 22nd day of September in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



BID TABULATION REPORT

CLIENT: City of Crowley

Description: Drainage Improvements
Horse Creek Farms Addition

TNP JOB NO: CRO 22008
ENGINEER'S ESTIMATE: \$528,598.00
BID DATE: October 3, 2022
BID TIME: 2:00 PM

Bidders

				David-Tehoungue Ltd Co.		ERS of MS, Inc.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
Base Bid - Drainage Improvements:							
1	Mobilization / Site Prep	1	LS	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00
2	Channel Excavation	3,600	CY	\$22.50	\$81,000.00	\$25.00	\$90,000.00
3	6" Reinforced Concrete Lined Channel	2,200	SY	\$160.00	\$352,000.00	\$190.00	\$418,000.00
4	Hydro-mulch Seeding	1,250	SY	\$20.00	\$25,000.00	\$1.00	\$1,250.00
5	Flexamat Slope Protection Mattress	200	SY	\$70.00	\$14,000.00	\$115.00	\$23,000.00
6	4" Topsoil & Solid Block Grass Sod	700	SY	\$15.00	\$10,500.00	\$25.00	\$17,500.00
7	Erosion Control Blanket	1,250	SY	\$25.00	\$31,250.00	\$8.00	\$10,000.00
8	Erosion Control & SWPPP	1	LS	\$21,000.00	\$21,000.00	\$15,000.00	\$15,000.00
9	Miscellaneous Drainage Allowance	1	LS	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Total Base Bid					\$617,750.00		\$622,750.00

Approved:

Ryan Jones 10/13/2022

October 13, 2022

Matt Elgin
City of Crowley
201 E. Main
Crowley, Texas 76036

**RE: Horse Creek Farms Addition
Drainage Improvements
TNP CRO 22008**

Dear Matt:

On October 3, 2022 bids were received for the above referenced project. A total of two bids were received as follows:

	<u>Total Bid Amount</u>
David-Tehoungue Ltd. Co.	\$ 617,750.00
ERS of MS, Inc.	\$ 622,750.00

I have evaluated the bids and found them to be complete and responsive.

TNP does not have previous experience with the low bidder, however the low bidder provided a list of previous project experience with reference contacts for each project. References for previous projects included state agencies such as TxDOT and the Railroad Commission of Texas. Based on favorable reviews from these references, I recommend the City of Crowley award the construction contract for the Horse Creek Farms Addition Drainage Improvements project to David Tehoungue Ltd. Co. for the Total Bid Amount of \$ 617,750.00.

A complete bid tabulation is attached for your use. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

TEAGUE NALL AND PERKINS, INC.



Ryan Jones, P.E.



Crowley City Council

AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Item: VII-12

Staff Contact: Mike Rocamontes
Public Works Director

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

Phone: 817-297-2201-X 3290

SUBJECT: Discuss and Consider Approval of Developers Agreement for the Mesa Vista Business Park Addition

BACKGROUND/DISCUSSION

This is 2.880 acres located in the 1000 BLK of 1187, East of Rock Meadow Dr. Block 1, Lots 1-4R.

FINANCIAL IMPACT

N/A

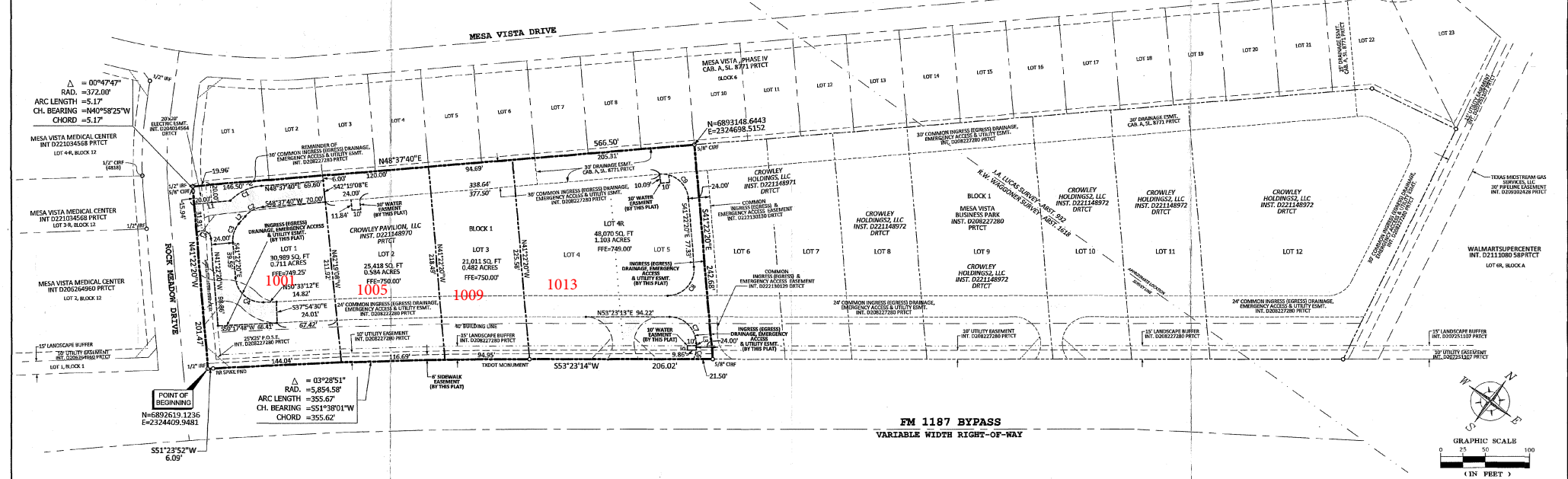
RECOMMENDATION

Staff recommends approval

ATTACHMENTS

Developer Agreement

Site Map



OWNER'S CERTIFICATE OF DEDICATION (continued)

Now, therefore, know all men by these presents:

That CROWLEY PAVILION, LLC through the undersigned authority do/does hereby adopt this plat dedicating the hereinabove described property as Lots 1 - 4R, Block 1, Mesa Vista Business Park, and in addition to the City of Crowley, Tarrant County, Texas, and does hereby dedicate to the public use for the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Crowley and all public utilities desiring to use, or using same. No building, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat.

We do further dedicate, subject to the expectations and reservations set forth hereinabove, to the public use forever, all public use easements shown on the face of this plat.

WITNESS my hand and the Seal of Tarrant County, Texas this 18th day of July, 2022.

By: *[Signature]* Title: Manager

Printed name: Srinivas Chaluvaraju

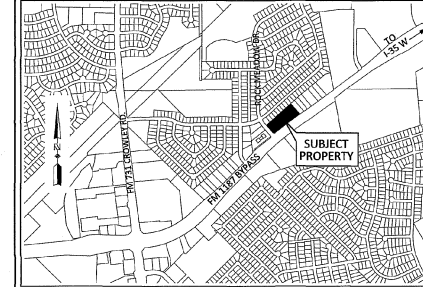
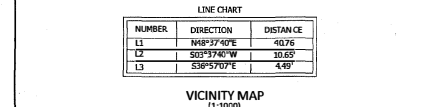
City of Texas, Tarrant County

CURVE CHART

NUMBER	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	42°12'20"	54.00	20.84	39.78	N27°13'30"E	38.89
C2	48°00'00"	30.00	12.43	23.96	S26°07'40"W	22.96
C3	42°00'00"	30.00	12.43	23.96	S18°52'20"E	23.96
C4	88°06'48"	30.00	29.04	46.15	S85°58'43"E	41.73
C5	123°22'01"	30.00	18.56	21.53	S78°58'39"E	17.61
C6	20°02'34"	30.00	8.94	13.64	S23°55'50"E	13.52
C7	89°59'00"	30.00	29.82	46.95	S81°05'51"E	42.40
C8	84°45'34"	30.00	30.60	49.82	S80°09'22"W	44.19
C9	90°00'00"	30.00	30.00	47.12	S88°22'20"E	42.43

LINE CHART

NUMBER	DIRECTION	DISTANCE
L1	N48°37'40"E	40.76
L2	S03°37'40"W	10.63
L3	S30°57'07"E	4.49



OWNER'S CERTIFICATE OF DEDICATION

STATE OF TEXAS
COUNTY OF TARRANT

Whereas CROWLEY PAVILION, LLC, acting by and through the undersigned, its duly authorized agent, is the sole owner of Lots 1 through 5, inclusive, in Block 1 of Mesa Vista Business Park, an addition to the City of Crowley, Tarrant County, Texas, according to the plat thereof recorded in Tarrant County, Texas, and conveyed by deed recorded under Instrument Number D22148970 Deed Records, Tarrant County, Texas (DRTCT), and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod in the northwest line of FM 1187 by pass, same being the northeast line of Rock Meadow Drive, for the southwest corner of Lot 1, Block 1, of said Mesa Vista Business Park;

THENCE North 41 degrees 22 minutes 20 seconds West, along said northeast line, a distance of 201.47 feet to a found 5/8" iron rod capped "Neel-Schaffer", said iron rod being the beginning of a curve to the right with radius of 372.00 feet, a central angle of 03 degrees 47 minutes 47 seconds, a chord which bears North 40 degrees 58 minutes 2 seconds West with a distance of 5.17 feet;

THENCE Northwesterly, along said curve to the right, an arc length of 5.17 feet to a found 1/2 inch iron rod for the northwest corner of Lot 1, said corner abutting the southwest corner of Lot 1, Block 6, Mesa Vista, Phase IV, recorded in Cabinet A, Slide 8771, Plat Records of Tarrant County, Texas (PRTCT);

THENCE North 48 degrees 37 minutes 40 seconds East, along the northwest line of Lots 1 through 5, Block 1, of said Mesa Vista Business Park, same being the southeast line of said Block 6, of said Mesa Vista, Phase IV, a distance of 565.50 feet to a found 5/8" iron rod capped "Neel-Schaffer" for the northeast corner of Lot 5, Block 1, same being the northwest corner of Lot 6, Block 1, of said Mesa Vista Business Park;

THENCE South 41 degrees 22 minutes 20 seconds East, along the northeast line of said Lot 5, same being the southwest line of said Lot 6, a distance of 24.88 feet to a found 5/8" iron rod capped "Neel-Schaffer" in said northeast line of FM 1187 Bypass for the southeast corner of said Lot 5, same being the southwest corner of said Lot 6;

THENCE South 53 degrees 23 minutes 14 seconds West, along said northwest line, a distance of 206.02 feet to a found 1x0.01 monument, said monument also being the beginning of a curve to the left with a radius of 5,854.58 feet, a central angle of 03 degrees 28 minutes 51 seconds, a chord which bears South 51 degrees 38 minutes 01 seconds West with a distance of 35.62 feet;

THENCE Southwesterly, along said curve to the left, same being said northwest line, an arc length of 35.62 feet to a found railroad spike;

THENCE South 51 degrees 38 minutes 01 seconds West, continuing along said northwest line, a distance of 6.09 feet to the POINT OF BEGINNING and containing 125.48 square feet or 2.880 acres of land.

OWNERS CERTIFICATE OF DEDICATION (continued)

Now, therefore, know all men by these presents:

That CROWLEY PAVILION, LLC through the undersigned authority do/does hereby adopt this plat dedicating the hereinabove described property as Lots 1 - 4R, Block 1, Mesa Vista Business Park, and in addition to the City of Crowley, Tarrant County, Texas, and does hereby dedicate to the public use for the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Crowley and all public utilities desiring to use, or using same. No building, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat.

We do further dedicate, subject to the expectations and reservations set forth hereinabove, to the public use forever, all public use easements shown on the face of this plat.

WITNESS my hand and the Seal of Tarrant County, Texas this 18th day of July, 2022.

By: *[Signature]* Title: Manager

Printed name: Srinivas Chaluvaraju

City of Texas, Tarrant County

Before me, the undersigned authority, on this day personally appeared Srinivas Chaluvaraju of CROWLEY PAVILION, LLC, known to me to be the person whose name subscribed to the above and foregoing instrument, and acknowledged to me that he/they executed the same for the purpose and consideration expressed and in the capacity therein stated and as the act and deed of said CROWLEY PAVILION, LLC.

Given under my hand and seal of office this 18th day of July, 2022.

[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 07/28/2023

NOTES:

1. THIS PROPERTY IS LOCATED IN ZONE "K" (other areas determined to be located outside the 500-year floodplain, shown hereon, was/were specifically according to Flood Insurance Rate Map No. 4843C0430, effective date March 21, 2019).
2. Bearings based on Texas State Plane Coordinate System of 1983 - North Central Zone (NAD83)
3. All property corners are 5/8" iron rods capped "Neel-Schaffer" unless otherwise noted. (See 5/8" ChB)
4. Zoning Classification: GC - General Commercial
5. The Common Ingress (Egress), Drainage, Emergency Access Utility and Public Open Space Easements to be shown on this plat are hereby dedicated to the City of Crowley, Texas, and shall be shown on the plat.
6. There are no liens on the property.
7. Selling a portion of any lot within this addition by metes and bounds is a violation of state law and City ordinance and is subject to fine and withholding of utility services and building permit.
8. The City shall not be held responsible for damages occasioned by the establishment of grades or the alteration of any surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.
9. All storm sewer improvements on subject properties are private and shall be maintained by the Developer/Property owner.
10. The underground detention facilities to include detention tanks, outlet structure and effluent pipe shall be continuously maintained in accordance with the requirements of the City and in good functioning condition by the owners of Lot 1 and 4R.

EASEMENT NOTES: The City of Crowley and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growth which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and shall at all times have the right of ingress and egress to and from and upon any said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding or removing all or part of the respective system without the necessity of any consent or permission of any one. A blanket easement of a three-foot radius from the center point of all fire hydrants and a two-foot radius from the center point of all other appurtenances (fire hydrants, water meters, meter boxes) is hereby granted to the City of Crowley for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances. Maintenance of landscaping in all common areas shall not be the responsibility of the City of Crowley.

"No variances from the general development ordinance requested"

[Signature] 7-6-22
Chairman, Planning and Zoning Commission
City of Crowley, Texas

The undersigned the City Secretary of the City of Crowley, Texas, hereby certifies that the foregoing plat Lots 1-4R, Block 1, Mesa Vista Business Park to the City of Crowley was submitted to the appropriate Planning and Zoning Commission or City Council as required by the Ordinance of the City of Crowley on the day of July, 2022, and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth hereon and said plat, said body further authorizes the acceptance thereof by signing hereinafter subscribed in the capacity stated.

Witness by hand this 18th day of July, 2022

[Signature]
City Secretary

SURVIVOR CERTIFICATE

This is to certify that I, Philip B. Wolters, a Registered Professional Land Surveyor of the State of Texas, have prepared this plat of the above subdivision from actual survey on the ground, and that all monuments for lot corners, angles, points of curvature shown thereon as "set" were placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Crowley.

[Signature] 6-29-22
Philip B. Wolters
Registered Professional Land Surveyor or
Texas Registration Number 5894

LEGEND

- PROPERTY CORNER MONUMENT
- EASEMENT LINE (BY THIS PLAT)
- BOUNDARY LINE
- LOT LINE
- OLD LOT LINE
- R.O.W. CENTERLINE
- A PORTION OF THE COMMON INGRESS (EGRESS), DRAINAGE, EMERGENCY ACCESS, UTILITY & PUBLIC OPEN SPACE EASEMENTS (P.O.S.E.) INST. D208227280 P.8 T.C.T. (TO BE ABANDONED)

THE PURPOSE OF THIS PLAT IS TO COMBINE LOTS 4 & 5 INTO ONE LOT 4R, AND TO A BANDON PORTIONS OF COMMON INGRESS (EGRESS), DRAINAGE, EMERGENCY ACCESS, UTILITY AND PUBLIC OPEN SPACE EASEMENTS IN ORDER TO CREATE AND MODIFY INGRESS (EGRESS), DRAINAGE, EMERGENCY ACCESS, UTILITY AND WATER EASEMENTS.

REPLAT OF
MESA VISTA BUSINESS PARK
LOTS 1 - 4R, BLOCK 1
2.880 ACRES

BEING A REPLAT OF LOTS 1 - 5, BLOCK 1
MESA VISTA BUSINESS PARK
INSTRUMENT NUMBER D208227280
PLAT RECORDS, TARRANT COUNTY, TEXAS
SITUATED IN THE
R.W. WAGGONER SURVEY - ABSTRACT NO. 1618

JUNE 2022

OWNER
CROWLEY PAVILION, LLC
4433 Punjab Way, Suite 301
Frisco, Texas 75033
Phone: 469-252-1351
Email: sri@chaluvaraju.com

NEEL-SCHAFER
Build what you can. Build upon.
NEEL-SCHAFER, INC.
2501 Avenue 2, Suite 200, Arlington, Texas 76010
CONTACT: Philip B. Wolters, RLS No. 5894
PHONE: 817-544-4895
EMAIL: phil@neel-schaffer.com
THEY'VE BEEN SERVING TEXAS SINCE 1930

**CITY OF CROWLEY DEVELOPER'S AGREEMENT
FOR THE MESA VISTA BUSINESS PARK**

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

THIS CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE MESA VISTA BUSINESS PARK ADDITION (the "Agreement") is entered into on the _____ day of _____, 2022, among the City of Crowley, Texas, hereinafter referred to as the "CITY", and Crowley Pavilion, 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 Mesa Vista Business Park (the "Addition"); and

WHEREAS, the Addition is located wholly within the boundaries of the City Limits; 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, the CITY approved a final plat for the Addition on June 27, 2022, which requires the construction of community facilities and improvements to serve the Addition as provided herein; and

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

NOW, THEREFORE, the CITY 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, before any building permit will be issued. 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, 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.

No building permits will be issued for the Addition until all public and semi-public improvements have been installed and inspected and a letter of acceptance has been issued by the City. (Sec.98-45. Procedures For Issuance of a Building Permit) Construction of a foundation will be allowed while items of public and semi-public improvements are being constructed. NO building construction above the slab may be commenced prior to the Final Acceptance of all public and

semi-public Infrastructure.

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.

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. 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 commencement of construction of the improvements within one year of execution of this Agreement, and completion of the improvements within two (2) years from commencement of construction.

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. This Bond to include the cost of the driveway and right turn lane on 1187.

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.

D. MAINTENANCE BOND

A good and sufficient maintenance bond shall be required upon completion of construction and acceptance by the City of the public improvements, 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.

The maintenance bond 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. 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. 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. 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. 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.
3. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street the street right-of-way or fire lanes 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.
4. 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. Sidewalks in TxDot ROW shall be built to TxDot standards and inspected by TxDot.

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.

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. INSPECTION FEES

The DEVELOPER shall deposit with the CITY the amount of four percent (4%) 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 thereof. 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, hydro-mulch, 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. VENUE

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

7. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER 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. 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 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 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 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.

Execution Pages Follow

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.

CROWLEY PAVILION, LLC
4433 Punjab Way, Suite 301
Frisco, Texas 75033
Phone: 469-252-1261

By: SRINIVAS CHALUVAI
Name: SRINIVAS CHALUVAI
Title: MANAGER

CITY OF CROWLEY

By: _____
Robert Loftin, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

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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/she is the _____ of Crowley Pavilion, LLC and that he/she executed the same on behalf of said entity 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

[SEAL]

Type or Print Notary's Name

ACKNOWLEDGMENT

STATE OF TEXAS

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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

Plat Approved on July 6 , 2022

LEGAL DESCRIPTION:

STATE OF TEXAS

COUNTY OF TARRANT OWNER'S CERTIFICATE

Whereas CROWLEY PAVILION, LLC, acting by and through the under signed, its duly authorized agent,
is the sole owner of Lots 1 through 5, inclusive, in Block 1 of Mesa Vista Business Park, an addition to the City of Crowley, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 12761, Map/Plat Records of Tarrant County, Texas, and conveyed by deed recorded under Instrument Number 0221148970 Deed Records, Tarrant County, Texas (DRTCT), and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod in the northwest line of FM 1187 Bypass, same being the northeast line of Rock Meadow Drive, for the southwest corner of lot 1, Block 1, of said Mesa Vista Business Park;

THENCE North 41 degrees 22 minutes 20 seconds West, along said northeast line, a distance of 201.47 feet to a found 5/8" iron rod capped "Neel-Schaffer", said iron rod also being the beginning of a curve to the right with a radius of 372.00 feet, a central angle of 00 degrees 47 minutes 47 seconds, a chord which bears North 40 degrees 58 minutes 25 seconds West with a distance of 5.17 feet;

THENCE Northwesterly, along said curve to the right, an arc length of 5.17 feet to a found 1/2 inch iron rod for the northwest corner of said Lot 1, said corner also being the southwest corner of Lot 1, Block 6, Mesa Vista, Phase IV, recorded in Cabinet A, Slide 8771, Plat Records of Tarrant County, Texas (PRTCT);

THENCE North 48 degrees 37 minutes 40 seconds East, along the northwest line of lots 1 through 5, Block 1, of said Mesa Vista Business Park, same being the southeast line of said Block 6, of said Mesa Vista, Phase rv, a distance of 566.50 feet to a found 5/8" iron rod capped "Neel-Schaffer" for the northeast corner of lot 5, Block 1, same being the northwest corner of Lot 6, Block 1, of said Mesa Vista Business Park;

THENCE South 41 degrees 22 minutes 20 seconds East, along the northeast line of said Lot 5, same being the southwest line of said lot 6, a distance of 242.68 feet to a found 5/8" iron rod capped "Neel-Schaffer" in said northwest line of FM 1187 Bypass for the southeast corner of said Lot 5,

same being the southwest corner of said Lot 6;

THENCE South 53 degrees 23 minutes 14 seconds West, along said northwest line, a distance of 206.02 feet to a found TxDOT monument, said monument also being the beginning of a curve to the left with a radius of 5,854.58 feet, a central angle of 03 degrees 28 minutes 51 seconds, a chord which bears South 51 degrees 38 minutes 01 seconds West with a distance of 355.62 feet;

THENCE Southwesterly, along said curve to the left, same being said northwest line, an arc length of 355.67 feet to a found railroad spike;

THENCE South 51 degrees 23 minutes 52 seconds West, continuing along said northwest line, a distance of 6.09 feet to the POINT OF BEGINNING and containing 125,488 square feet or 2.880 acres of land.

EXHIBIT "B"

DESCRIPTION OF IMPROVEMENTS

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Grading, Paving, Drainage, and Street Light Improvements to serve the Mesa Vista Business Park Addition dated 02/08/2022 by Juan J. Vasquez, P.E., Vasques Engineering, LLC as approved by the City Engineer dated 02/09/2022.

EXHIBIT "C"
DESCRIPTION OF ESTIMATED COSTS

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

Onsite:

1.	Water lines and appurtenances	\$ 180,840
2.	Sewer lines and appurtenances	\$ 98,800
3.	Streets, street signs, lighting	\$ 18,565
4.	Storm drainage systems	\$ N/A

Total Estimated Construction Cost \$ 298,205.00

Total Estimated Construction Inspection Fees (4%) \$ 11,928.20

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: October 20, 2022
Agenda Item: VII-13

Staff Contact: Rachel Roberts
E-mail: rroberts@ci.crowley.tx.us
Phone: 817/297-2201 x 3030

SUBJECT: Discuss and consider approving an Interlocal Agreement with the North Central Texas Council of Governments for purchase of aerial imagery to use in the city's GIS

BACKGROUND/DISCUSSION

Every few years, the city purchases aerial imagery through NCTCOG to use in the city's GIS program. This fiscal year, the city budgeted to buy the imagery again. The images can be used for multiple purposes, including land use planning (and maps included in agenda packets), storm water management, and code enforcement. This is a cooperative purchasing program, and NCTCOG requires an interlocal agreement to participate in the upcoming fly-over. The interlocal agreement is attached to this report for the City Council's consideration.

The agreement can be terminated with 30-days' notice, with the City responsible for reimbursing NCTCOG for time its staff have already spent on the project on Crowley's behalf. The imagery produced during the fly-over for Crowley can be used by as many employees as the City would like to grant access to it, and we can use the imagery in digital and printed formats.

FINANCIAL IMPACT

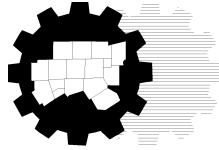
Crowley's cost for the orthophotography is \$2,560.00 (this is a not-to-exceed amount).

RECOMMENDATION

Staff recommends approval of the interlocal agreement.

ATTACHMENTS:

- Interlocal agreement with the North Central Texas Council of Governments



North Central Texas Council of Governments

INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the _____ (Entity), wishes to have its map-based information system include the 2023 digital orthophotography and/or LiDAR and/or derivative data and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified in section II. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to ensure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

A. Licensed Operating Environment

- (1) Operating Equipment. In exchange for monetary consideration listed in section II, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) Authorized Users. Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

- (1) Use of NCTCOG Products. The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) Use of Generated Output or Other Data. Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

II. OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG.

Remote Sensing Product	Amount
3" Orthophotography	
6" Orthophotography	
Oblique Photography:	
LiDAR 0.5M Single Photon Geiger-Mode	
Total	

Aerial & LiDAR Derivative Product	Amount
1' Contours (LiDAR-derived)	
2' Contours (LiDAR-derived)	
1' Contours (LiDAR-derived, engineering grade)	
2' Contours (LiDAR-derived, engineering grade)	
3D Planimetrics	
Change Detection Mapping	
Impervious Surface	
Landcover	
Landcover/Landuse	
Solar Mapping Potential	
Total	

Aerial Derivative Product - 2D Planimetrics	Amount
Discounted Bundle A – Building footprints, road edges, parking lots, bridges & sidewalk centerlines	
Discounted Bundle B – Building footprints, road edges, parking lots, bridges & sidewalk edges	
Building footprints	
Bridges	
Driveways	
Fences	
Lake edges	
Parking lots	
Pavement pads	
Paved road centerlines	
Paved road edges	
Stream centerline	
Stream edges	

Swimming pools	
Sidewalk centerlines	
Sidewalk edges	
Tree canopy	
Unpaved road edges	
Total	

SDCP 2023 Project Total	
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You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number _____ (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Invoice Date

Fiscal Year or **After Delivery**

Payment Years

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity has thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

III. TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days' written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity shall reimburse NCTCOG for staff time billed to the project up to termination at a rate of \$95.00/hour. Reimbursed amount shall not exceed the total project amount in Section II.

IV. MISCELLANEOUS

Entirety of Agreement The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



Mike Eastland
Executive Director
616 Six Flags Drive
Arlington, Texas 76011

Date

Signature

Date

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

APPROVED AS TO FORM:

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Donna Coggeshall	
Title:	RIS Program Manager		Research Manager	
Department	Research and Information Services		Research and Information Services	
Organization:	NCTCOG		NCTCOG	
Street Address:	616 Six Flags Drive		616 Six Flags Drive	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 695-9156	(817) 640-4428	(817) 695-9168	(817) 640-4428
E-mail:	sbroyles@nctcog.org		dcoggeshall@nctcog.org	