



Regular Session  
Council Agenda Packet  
January 19, 2023

**CITY OF CROWLEY**  
**CITY COUNCIL**  
**Council Regular Session**  
**January 19, 2023**  
**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	_____	_____
<b>Staff:</b>		
Robert Loftin, City Manager	_____	_____
Lori Watson, Finance Director/Deputy 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	_____	_____
Matt Elgin, Direct of Projects & Utilities	_____	_____
Rachel Roberts, Planning & Comm Dev Director	_____	_____
Cristina Winner, Community Services Director	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____
Jay Hinton, Media Relations	_____	_____

**CITY OF CROWLEY**  
**CERTIFIED AGENDA OF THE EXECUTIVE/CLOSED SESSION**  
**January 19, 2023**

**I. Statement of Beginning Executive/Closed Session**

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

“The City Council on January 19, 2023, 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

\_\_\_\_\_  
Council Member Jerry Beck, Jr.

\_\_\_\_\_  
Council Member Johnny Shotwell

\_\_\_\_\_  
Council Member Jesse Johnson

\_\_\_\_\_  
Council Member Jim Hirth

\_\_\_\_\_  
Council Member Jimmy McDonald

\_\_\_\_\_  
Member Scott Gilbreath

\_\_\_\_\_  
City Manager Robert Loftin

\_\_\_\_\_  
City Attorney Rob Allibon

\_\_\_\_\_  
Lori Watson, Deputy City Manager

\_\_\_\_\_  
Jack Thompson, Asst City Manager

\_\_\_\_\_  
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:

*Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071*  
*Discuss litigation actions regarding Chesapeake payment of gas well royalties.*

**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 January 19, 2023”

**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 \_\_\_\_\_ 2023.

**CITY OF CROWLEY**

\_\_\_\_\_  
**Billy P. Davis, Mayor**



**AGENDA  
CROWLEY CITY COUNCIL  
JANUARY 19, 2023  
WORK SESSION - 6:30 p.m.**

**Crowley City Hall**  
201 E. Main Street  
Crowley TX 76036

---

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

---

**WORK SESSION - January 19, 2023 - 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 January 5, 2023.
2. Discuss and consider executing the annual contract with Saint Francis Village for Fire and Medical Emergency Services.

**IV. PUBLIC HEARINGS**

1. None

**V. CITY BUSINESS**

1. Discuss and consider approving Amendment #1 with Tarrant County Emergency Services District #1 (ESD) for reimbursement toward the purchase of three (3) equipped ambulances, along with firefighting PPE and SCBA bottles.
2. Discuss and consider approval of an Economic Development and Performance Agreement with Four Train Days Development, LLC and the Crowley Economic Development Corporation.
3. Discuss and consider approval of a change order in the amount of \$54,367.00 to the construction contract with Stabile & Winn, Inc. for the Oarlock Paving Improvement Project.

**VI. ADJOURNMENT**



**AGENDA  
CROWLEY CITY COUNCIL  
JANUARY 19, 2023  
REGULAR SESSION - 7:00 p.m.**

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

---

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

---

**REGULAR SESSION - January 19, 2023 - 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 January 5, 2023.
2. Discuss and consider executing the annual contract with Saint Francis Village for Fire and Medical Emergency Services.

**VI. PUBLIC HEARINGS**

1. None

**VII. CITY BUSINESS**

1. Discuss and consider approving Amendment #1 with Tarrant County Emergency Services District #1 (ESD) for reimbursement toward the purchase of three (3) equipped ambulances, along with firefighting PPE and SCBA bottles.
2. Discuss and consider approval of an Economic Development and Performance Agreement with Four Train Days Development, LLC and the Crowley Economic Development Corporation.
3. Discuss and consider approval of a change order in the amount of \$54,367.00 to the construction contract with Stabile & Winn, Inc. for the Oarlock Paving Improvement Project.

**VIII. ADVISORY BOARDS AND COMMISSIONS**

**1. Reports**

None

**2. Appointments/Reappointments**

None

**IX. PUBLIC COMMENT**

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

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

## **X. ITEMS OF COMMUNITY INTEREST**

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

## **XI. EXECUTIVE SESSION**

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

- 1. Section 551.071 (Consultation with Attorney)**
  - a. *Discuss litigation actions regarding Chesapeake payment of gas well royalties.***
- 2. Section 551.072 (Deliberations about Real Property)**
- 3. Section 551.074 (Personnel Matters)**
- 4. Section 551.087 (Business Prospect/Economic Development)**

## **XII. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION**

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

## **XIII. ADJOURNMENT**

**I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, January 14, 2023, of the governing body of the City of Crowley is a true and correct copy posted on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.**

City of Crowley

\_\_\_\_\_  
Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
  2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

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



## Crowley City Council

---

### AGENDA REPORT

**Meeting Date:** January 19, 2023

**Agenda Item:** V-1

**Staff Contact:** Carol C. Konhauser  
City Secretary  
**E-mail:** [ckonhauser@ci.crowley.tx.us](mailto:ckonhauser@ci.crowley.tx.us)  
**Phone:** 817-297-2201-X 4000

---

**SUBJECT:** Discuss and consider approving the minutes from the regular meeting held January 5, 2023.

---

#### **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 REGULAR SESSION HELD JANUARY 5, 2023.** The City Council of the City of Crowley, Texas met in Regular Session on Thursday, January 5, 2023, 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 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  
Deputy City Mngr/Finance Director, Lori Watson  
Asst City Mngr/EDC Director, Jack Thompson  
City Secretary, Carol Konhauser

Absent: Council Member Jesse Johnson, City Council Place 3

### **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 Mr Winterbank followed by the Pledge of Allegiance to the American and Texas Flags.

### **PRESENTATIONS/PROCLAMATIONS**

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 December 15, 2022.**

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

### **PUBLIC HEARING**

1. **None.**

### **CITY BUSINESS**

1. **Discuss and consider Budget Amendment #2 for FY 2022-2023 Crime Control and Prevention District, and consider and approve the structural analysis of the Radio Tower and FCC License.**

Council Member Jimmy McDonald made the motion to approve Budget Amendment #2 for the FY2022-23 Crime Control and Prevention District, second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

### **ADVISORY BOARDS AND COMMISSIONS**

*Reports/appointments or reappointments.*

1. Reports:  
None



2. Appointments/Reappointments:

a. Library Board - Council Liaison Jim Hirth made the motion to nominate the below individual(s) to the Library Board positions and terms designated; second by Council Member Jimmy McDonald, council voted unanimously to approve the appointment(s). Motion carried 6-0.

Michalene Rayburne

Place 4

New Term ending June 30, 2024

**PUBLIC COMMENT**

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

**ITEMS OF COMMUNITY INTEREST**

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

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:03 p.m.

ATTEST:

---

Billy Davis, Mayor

---

Carol C. Konhauser, City Secretary



## **Crowley City Council**

---

### **AGENDA REPORT**

**Meeting Date:** January 19, 2023

**Agenda Item:** V-2

**Staff Contact:** Pleasant Brooks

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

**Phone:** 817-297-1638 ext. 5250

---

**SUBJECT:** Discuss and consider executing the annual contract with Saint Francis Village for Fire and Medical Emergency Services.

---

#### **BACKGROUND/DISCUSSION**

This annual contract is to provide fire protection services and emergency ambulance service to Saint Francis Village, located in Tarrant County. Saint Francis Village is a retirement community located outside the corporate limits of Crowley.

#### **FINANCIAL IMPACT**

The City will receive an annual fee of \$11,250.00 (no change from 2022) for fire protection service and an annual fee of \$11,250.00 (no change from 2022) for emergency ambulance service. Total fee for both fire protection and emergency ambulance services is \$22,500.00; payment may be made at a rate of \$1,875.00 per month.

Additionally, the City will receive \$300.00 for each non-emergency lift assist.

#### **RECOMMENDATION**

Staff recommends approval.

#### **ATTACHMENTS**

Interlocal Agreement for Fire Protection and Ambulance Services.

THE STATE OF TEXAS  
COUNTY OF TARRANT

KNOWN ALL MEN BY THESE PRESENTS

## **CONTRACT**

### **INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND AMBULANCE SERVICES**

This agreement is entered into by and between the City of Crowley ("CROWLEY") and Saint Francis Village ("VILLAGE"), both being located within Tarrant County, Texas, executing and delivering this Agreement as hereafter provided ("the Parties"); Pursuant to the interlocal Cooperation Act, Chapter 791, Texas Government Code:

**WHEREAS**, VILLAGE is a rural property owner and retirement community located outside the corporate limits of CROWLEY; and,

**WHEREAS**, CROWLEY has a combination (volunteer and paid personnel) fire department which furnishes fire protection services and equipped ambulance services; and,

**WHEREAS**, the Parties desire to enter into this Agreement to provide fire protection services and emergency ambulance services to the VILLAGE; and,

**WHEREAS**, each Party is authorized to perform the services contemplated for it herein;

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions set forth below, the Parties do hereby agree as follows:

#### **Section 1.**

The Parties hereto execute this Agreement for the purpose of providing fire protection services and emergency ambulance services to VILLAGE, as the need arises.

VILLAGE agrees that due to its distance from CROWLEY, the response time on any calls will be at least 15 to 20 minutes. CROWLEY makes no warranty or representation as to the adequacies, effectiveness, or response time of its services under this Agreement. Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel are requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by CROWLEY's Fire Chief or Designee.

Due to limited staffing, CROWLEY will not provide non-emergency ambulance services. CROWLEY will only respond to calls that require emergency transport to a hospital emergency room. Lift assists are not considered an emergency and must be handled by VILLAGE staff. CROWLEY reserves the ability to charge for services for non-emergency calls dispatched but not transported, by the VILLAGE or one of its residents or guests. On all non-emergency calls generated by the VILLAGE staff, a fee of \$300.00 will be invoiced to the VILLAGE for each non-emergency lift assist. The generated invoice shall be paid in addition to the contracted amount listed below in Section 6.

## **Section 2.**

The Parties warrant and assure each other that they possess adequate legal authority to enter into this Agreement. VILLAGE warrants and assures CROWLEY that its governing body desires emergency assistance, that a state of civil emergency exists in VILLAGE that requires assistance from CROWLEY, that each Party's governing body has authorized the signatory official(s) to enter into this Agreement and bind CROWLEY and VILLAGE to the terms of this Agreement and any subsequent amendments hereto.

## **Section 3.**

The Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

## **Section 4.**

The Interlocal Agreement and attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

## **Section 5.**

The period of this Interlocal Agreement shall be from March 1, 2023 to February 29, 2024. Thereafter, any further contract shall be negotiated between the parties.

## **Section 6.**

In consideration of an annual fee of \$11,250 (eleven thousand two hundred fifty dollars and no cents), paid by VILLAGE to CROWLEY, CROWLEY will provide fire protection service to the VILLAGE. In consideration of an annual fee of \$11,250 (eleven thousand two hundred fifty dollars and no cents), paid by the VILLAGE to CROWLEY, CROWLEY will provide emergency ambulance service to VILLAGE. The total fee for both fire protection services and emergency ambulance services is \$22,500 (twenty-two thousand five hundred dollars and no cents). Payment may be made at a rate of \$1875 (one thousand eight hundred seventy five dollars and no cents), per month.

The user fee compensation provided for ambulance services will not be affected by this contract. Ambulance user fees shall be charged to the user in accordance with the schedule of rates adopted by the City Council of CROWLEY. VILLAGE will not seek reimbursement or credit against funds received from individual ambulance users.

VILLAGE acknowledges that CROWLEY maintains a contract with the Tarrant County Emergency Services District #1. The compensation provided for fire protection by CROWLEY to VILLAGE shall be governed by the Agreement herein and not by the Contract between the Tarrant County Emergency Services District #1 and CROWLEY. VILLAGE will not seek reimbursement or credit against funds received by CROWLEY from Tarrant County Emergency Services District #1.

## **Section 7.**

Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal and State law or regulations, are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

**Section 8.**

In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other terms, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 9.**

VILLAGE hereby waives all claims, and hereby releases, and agrees to indemnify and/or reimburse, defend and hold harmless CROWLEY, its fire department, including its ambulance service, officials, agents, officers, employees, and volunteers in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liabilities of every kind, including all expenses of litigation or settlement, including but not limited to court costs and attorneys fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of, any property, arising out of or occurring as a consequence of the performance of this Agreement whether such injuries, death, or damages are caused by CROWLEY's sole negligence or the joint negligence of CROWLEY and any other person or entity. It is the express intention of the parties hereto, that the indemnity provided for in this paragraph is indemnity by VILLAGE to indemnify and protect CROWLEY from the consequences of CROWLEY's own negligence, whether that negligence is sole or concurring cause of the injury, death, or damage. Furthermore, VILLAGE accepts responsibility for any loss or damage for which VILLAGE is responsible as determined and required by the Interlocal Cooperation Act, Sections 791.001, et. Seq. and specifically Section 791.006, Texas Government Code.

**Section 10.**

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims by individuals or entities not a party to this Agreement, arising in the exercise of governmental powers and functions.

**Section 11.**

Each Party to this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Tarrant County. The laws of the State of Texas hereunder, shall govern the validity of this Agreement and or any of its terms or provisions, as well as the rights and duties of the parties.

THIS INSTRUMENT, IN DUPLICATE ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

\_\_\_\_\_  
Billy Davis, Mayor  
City of Crowley

\_\_\_\_\_  
President/Director  
Saint Francis Village

ATTEST:

\_\_\_\_\_  
Carol Konhauser, City Secretary



## Crowley City Council

---

### AGENDA REPORT

**Meeting Date:** January 19, 2023

**Staff Contact:** Pleasant Brooks

**Agenda Item:** VII-1

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

**Phone:** 817-297-1638 ext. 5250

---

**SUBJECT:** Discuss and consider approving Amendment #1 with Tarrant County Emergency Services District #1 (ESD) for reimbursement toward the purchase of three (3) equipped ambulances, along with firefighting PPE and SCBA bottles.

---

#### **BACKGROUND/DISCUSSION**

On August 24, 2021, the Tarrant County Commissioner's Court approved an Interlocal Agreement between the Tarrant County Emergency Services District (ESD) and Tarrant County allocating initial program funding to the ESD through the American Rescue Plan Act ("ARPA"). Funds allotted to the ESD are designated for use to aid and support municipal and volunteer emergency services providers that serve Tarrant County's unincorporated areas by meeting equipment replacement needs, personal protective equipment, and related expenses.

On June 16, 2022, City Council approved an Agreement with Tarrant County for the purchase of three (3) ambulances and associated equipment. The Agreement was the first of a multi-year agreement with the ESD.

Tarrant County has now initiated an Amendment to the Agreement as funds for the program must be fully spent by December 2026, enabling the City to move forward with Phases 2, 3, 4 and 5 of Tarrant County's ARPA plan. These phases include the purchase of three (3) additional ambulances. As before, this will also include a cardiac monitor, Lucas compression device, patient stretcher, and all necessary supplies and equipment fitted in every ambulance. This amendment also includes the purchase of firefighting personal protective equipment (PPE) and Self-Contained Breathing Apparatus (SCBA) bottles.

Appendix A of the Amendment lists the order of Phases, associated purchases and cost limitations.

#### **FINANCIAL IMPACT**

We are required to fund the project and then provide proof of payment to the county for reimbursement.

#### **RECOMMENDATION**

Staff recommends approval of Amendment 1 with Tarrant County Emergency Services District #1 for reimbursement of up to \$1,920,000.00 toward the purchase of three (3) equipped ambulances, along with firefighting PPE and SCBA bottles.

#### **ATTACHMENTS**

- Amendment #1 to the Tarrant County ESD #1 ARPA Reimbursement Plan
- Tarrant County ESD Schedule

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

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE TARRANT COUNTY  
EMERGENCY SERVICES DISTRICT NO. 1  
AND THE CITY OF CROWLEY  
FOR AMERICAN RESCUE PLAN ACT  
STATE AND LOCAL RECOVERY FUNDS**

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE (the “ESD”), and the **City of Crowley** (the “City”) enter into the following **Amendment 1** to its Agreement for American Rescue Plan Act State and Local Recovery Funds (ARPA).

**Section 1**

The following paragraph shall be in addition and not in replacement of any paragraph or provision of the agreement. All other provisions of the agreement remain in force and effect.

“The attached “Appendix A (Amended)” shall replace the original “Appendix A” referenced in the Agreement and any “Appendix A (Amended)” that may have been approved subsequent to the original “Appendix A”. Unless noted otherwise, the attached “Appendix A (Amended)” may balance funds between categories, increase the overall ARPA funding amount, and/or increase or decrease authorized use items to be purchased.”

WITNESS the signatures of the respective parties hereto this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**CITY OF CROWLEY, TEXAS**

\_\_\_\_\_  
President

\_\_\_\_\_  
Authorized Official

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Secretary

**APPENDIX A (Amended)  
(Amendment No. 1)**

**AUTHORIZED USE OF FUNDS**

**Authorized Uses**

Ambulances and associated emergency medical equipment
Medical personal protective equipment
Equipment to ensure continuity of emergency services including generators and radio equipment
Program costs for increasing vaccination rates
Emergency medical equipment related to first responder activities

**Authorized Use of Funds Schedule**

<b>Phase</b>	<b>Item(s)*</b>	<b>Amount**</b>	<b>Status</b>
2	First responder PPE and SCBA's	\$30,000.00	Open
3	Ambulance (M54)	\$580,000.00	Open
4	First responder PPE and SCBA's	\$150,000.00	Open
5	Ambulance (M254)	\$580,000.00	Open
5	Ambulance (M354)	\$580,000.00	Open

\* PPE – Personal Protection Equipment commonly known as bunker gear (pants, coats, boots, gloves, helmets, etc.).

SCBA – Self Contained Breathing Apparatus to provide closed air supply (masks, tanks, etc).

\*\* Not to exceed amount unless agreement is mutually amended by parties. Quantities are estimates.



Detailed Ambulance Schedule (Owned by Departments)					
Dept	Unit	Unit Model Year	Model	Last Fiscal Year Replaced	Funding Phase
Azle	M52	2017	Dodge 4500/Wheel Coach	2018	3
	M252	2012	Dodge 4500/Frazer	2021	3
	M352	2020	Dodge 4500/Frazer	2020	5
Benbrook	M53	2014	Ford F450 AEV	2015	1
	M253	2017	Ford F450 AEV	2018	3
	M353	2015	Ford F450 AEV	2016	3
	M453	2020	Ford F550 Braun	2021	5
Crowley	M54	2020	Ford F550 Braun	2021	3
	M254	2021	Ford F550 Braun	2021	5
	M354	2021	Ford F450 Frazer	2021	5
Eagle Mt.	M21	2019	Ford Horton E450	2019	3
	M221	2020	Ford Horton E450	2021	5
	M321	2015	Ford Horton E450	2015	1
	M421	2017	Ford Horton E450	2017	3
Everman	M19	2016	Ford F450	2021	5
	M219	2012	Ford F450	2019	3
Kennedale	M59	2021	Ford F550	2021	5
	M259	2011	Ford F450	2011	3
Rendon	M26	2015	Ford F450	2016	3
	M226	2013	Ford F450	2013	1
	M326	2020	Ford F450	2021	5
Roanoke	M662	2016	Ford F550 Frazer	2016	3

ARPA Projected/Actual Cost by Program Year *					
Phase	Projected/ Actual Cost	# of Units	Projected/ Actual Total	Other Eligible Expenses *	Projected/ Actual Total
1	550,000	3	1,650,000	---	1,650,000
2	---	---	---	360,000	360,000
3	580,000	11	6,380,000	---	6,380,000
4	---	---	---	1,800,000	1,800,000
5	580,000	8	4,640,000		4,640,000
6	---	---	---	120,000	120,000
Est. Adm. Fee	---	---	---	47,500	47,500
ARPA Total		22	12,670,000	2,327,500	14,997,500

\* Other eligible expenses may include PPE, breathing apparatus, generators, etc.

#### Program Narrative:

Tarrant County Emergency Services District No. 1 (ESD) provides fire (first responder) and ambulances services in the unincorporated portion of Tarrant County, Texas with a population of approximately 80,000. The ESD contracts with 26 municipal and volunteer departments for fire (first responder) services and 12 of those departments for ambulance services. All units are Medical Intensive Care Units (MICU).

Ambulance and the equipment they carry do not have a long useful life. Since COVID has stretched the capabilities of equipment and personnel, ambulances need to be replaced sooner along with the associated equipment. This program will provide departments that respond to calls for service with newer equipment with greater capability to provide medical services in the field. Mental health calls have continued to rise.

#### Key Performance Indicators (benchmark year - 2019)

# of calls for service by fiscal year

# of mental health related calls for service by fiscal year



## Crowley City Council

---

### AGENDA REPORT

**Meeting Date:** January 19, 2023

**Agenda Item:** VII-2

**Staff Contact:** Jack Thompson  
ACM/EDC Director

**E-mail:** jthompson@ci.crowley.tx.us

**Phone:** 817-297-2201-X 4300

---

**SUBJECT:** Discuss and consider approval of an Economic Development and Performance Agreement with Four Train Days Development, LLC and the Crowley Economic Development Corporation.

---

#### **BACKGROUND/DISCUSSION**

The Crowley Economic Development Corporation owns the property located at 101 N. Magnolia. The EDC was approached by the development company, Four Train Days Development, LLC, to acquire the property; make improvements to the building including creating an outdoor eating section and making it into a restaurant. The EDC agreed to convey the property to the developer providing they make the improvements based on a design of the building, which is included in Exhibit B of the agreement, and invest an amount equal to at least \$350,000 including costs of the development. The EDC approved the agreement with Four Train Development, LLC. Section 13.12 of the document requires City Council approval of the agreement.

#### **FINANCIAL IMPACT**

There is no financial impact to the City.

#### **RECOMMENDATION**

Staff recommends approval of the agreement with Four Train Days Development, LLC

#### **ATTACHMENTS**

- Economic Development and Performance Agreement

## **ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT**

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

### **ARTICLE 1.** **DEFINITIONS**

- 1.01 “Act” means the Development Corporation Act, codified in Title 12, Subtitle C-1, Chapters 501-505, Texas Local Government Code.
- 1.02 The terms “Agreement,” “Effective Date,” “City,” “Developer,” and “EDC,” shall have the meanings provided, above.
- 1.03 “Capital Investment” means and shall include all costs incurred relating to the improvement of the Property, including the actual design and construction costs and other costs of all buildings, structures, infrastructure, fixed machinery and equipment, utilities, landscaping and other onsite and offsite improvements, including without limitation all labor and materials, engineering costs, surveying costs, fees of consultants, designers and other professionals, landscape design, platting fees, permit fees, geotechnical investigation, construction material testing, and inspection fees. It shall not include costs for financing the construction or marketing of the improvements.
- 1.04 “Development” means an approximate 3,108 square foot full service restaurant, and falls within the City’s zoning regulations, more fully described and depicted in the site plan attached as Exhibit B.
- 1.05 “Opening Date” means that date on which the restaurant obtains a certificate of occupancy and fully opens the Development and commences full operations.
- 1.06 “Project” means incentives offered by the EDC to encourage Developer to locate the Development in Crowley.
- 1.07 “Property” means an approximate .34-acre tract of land owned by the EDC located generally at 101 N. Magnolia Street, Crowley, Texas, more fully described in the attached Exhibit A, including the structures and improvements.

**ARTICLE 2**  
**RECITALS**

- 2.01 The EDC currently owns the real property and the structures on the Property, which is current vacant and is not being used by the EDC.
- 2.02 The Property is currently zoned as Downtown Core District, DT-C.
- 2.03 The EDC desires to have the Property redeveloped in accordance with the master plan for the Downtown Core District.
- 2.04 The Developer desires to renovate the structures on the Property and develop the Property with a full-service restaurant and bar.
- 2.05 The EDC has agreed to convey the Property without charge to the Developer, and the Developer has agreed to construct and operate the Development on the Property, as more fully described herein.
- 2.06 The EDC has determined and found that the Project and Development, as defined herein, will create jobs as defined by the Act, and that the expenditures of the Corporation set forth in this Agreement are suitable or required for the promotion of new business development, and fall within the definition of a “project” pursuant to Section 505.158 of the Act.
- 2.07 The EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the Development being located in the City, and desires to have the Developer construct and operate the Development in the City.
- 2.08 The Development will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Development is anticipated to outweigh the amount of expenditures required of the Corporation by the Project under this Agreement.
- 2.09 The EDC has found the Development will contribute to an increase in economic development in the City.

**ARTICLE 3.**  
**AUTHORIZATION**

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

**ARTICLE 4.**  
**TERM**

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

**ARTICLE 5.**  
**COVENANTS OF DEVELOPER**

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

- (A) Design and pay for the construction of all phases of the Development in conformance with the criteria and development standards set forth in the site plan and floor plan, attached as Exhibit B, the development elevations attached as Exhibit C, and the ordinances of the City of Crowley, resulting in a Capital Investment by Developer in an amount equal to at least \$350,000 including construction costs of the Development.
- (B) Be solely responsible for the design and construction costs of the Development, and comply with all subdivision and development regulations, building codes and other ordinances of the City applicable to the Development, including the exterior building materials and construction standards as shown and depicted in the Development elevations attached as Exhibit C.
- (C) Obtain a certificate of occupancy for the Development no later than June 30, 2024.
- (D) Operate the Development for at least five (5) years after the Opening Date. Developer shall not sell, transfer, or assign the Property for a use other than a full service restaurant, and the City will not issue a certificate of occupancy for a use other than a full service restaurant, during this five (5) year period, without the prior written consent of the EDC and the City. Except for an act of God, the original structure at the Property shall remain; although the structure may be remodeled in accordance with the City's development standards.
- (E) Engage in operations at the Development in a manner that will create jobs and be economically beneficial to the City.
- (F) Be responsible for construction costs and all maintenance of all on-site improvements for the Property and Development.

- (G) Be responsible for payment of all normal development fees to the City, including but not limited to building permit fees and impact fees.
- (H) Remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (I) Use the Property at all times in a manner that is consistent with the general purpose of encouraging development within the City. In this regard, both parties agree that the use of the Property in accordance with this Agreement is consistent with such purpose.

## **ARTICLE 6.**

### **INCENTIVES BY THE EDC**

- 6.01 Subject to and contingent upon Developer complying with its duties and obligations under this Agreement, EDC agrees that, subject to the terms and conditions contained herein, EDC shall make the incentives and contributions according to the schedule set forth in this article.
- 6.02 Upon completion of the construction of the renovations/improvements on the Property, and the issuance by the City of a certificate of occupancy for the Development, the EDC agrees to grant the Property to Developer at no cost via special warranty deed. Developer shall pay for any required survey and title policy on the Property, and the transaction shall close at a title company of the Developer's choosing. All closing costs shall be paid by Developer.
- 6.03 In the event the Developer obtains financing from any source to construct the Development, the EDC agrees to consent to the creation of a lien encumbering the Property to secure such financing.
- 6.04 Developer additionally covenants and agrees that it will be solely responsible and liable for any labor or materials furnished for the construction of the Development and that no mechanic's or other lien for any such labor or materials shall attach to or affect the Property. The Developer shall provide in all agreements executed by any contractor or subcontractor and all others who will furnish plans, labor or materials in connection with work on the Property that no mechanic's or materialmen's lien may arise from such person furnishing plans, labor, or materials with respect to any such work at the Property.

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

**ARTICLE 7.**  
**AUTHORITY; COMPLIANCE WITH LAW**

- 7.01 Developer hereby represents and warrants to the EDC that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.
- 7.02 Notwithstanding any other provision of this Agreement, Developer and operation of the Development shall comply with all federal, state, and local laws.
- 7.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the EDC contributions received by Developer as of the date of such violation within 120 business days after the date Developer is notified of such violation, plus interest at the rate City is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this section.

**ARTICLE 8.**  
**DEFAULT AND REMEDIES**

- 8.01 Default by Developer. In the event: (i) Developer fails to fulfill its obligations of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City provided that Developer retains the right to timely and properly protest and/or contest any such taxes; or (iii) Developer materially breaches any of the material terms and conditions of this Agreement, then Developer after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, EDC shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within sixty 60 days after receipt of such notice, the EDC may terminate this Agreement by written notice to Developer, and by action or proceeding at law or in equity, may be awarded damages and/or specific performance for such default. This Section shall survive termination of this Agreement.
- 8.02 Default by EDC. In the event the EDC materially breaches the provisions of this Agreement, and if the EDC has not cured such breach or default within sixty (60) days after receipt of written notice of such breach or default, Developer may be awarded specific performance for such default by action or proceeding at law or in equity. This Section shall survive termination of this Agreement.
- 8.03 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the EDC.

**ARTICLE 9.**  
**VENUE AND GOVERNING LAW**

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

**ARTICLE 10.**  
**FORCE MAJEURE**

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

**ARTICLE 11.**  
**ASSIGNMENT**

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

**ARTICLE 12.**  
**INDEMNIFICATION**

**12.01 THE CITY AND THE EDC SHALL NOT BE LIABLE TO DEVELOPER, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, DEVELOPER AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND THE EDC, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF**



**DEVELOPER OR ITS AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, ARISING FROM THE CONDUCT, MANAGEMENT OR OPERATIONS OF THE DEVELOPER'S DEVELOPMENT, FROM ANY BREACH BY DEVELOPER OF ANY CONDITION OF THIS AGREEMENT, OR ARISING IN ANY WAY OUT OF THE PERFORMANCE OF THIS AGREEMENT.** This provision is solely for the benefit of the City and the EDC, and their officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.

- 12.02 Nothing in this Agreement shall be construed as waiving any governmental immunity available to the City or the EDC under state law.
- 12.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City and the EDC (including their past, present and future officers, elected officials, directors, employees and agents) do not assume any responsibility to any third party in connection with the construction or operation of the Development.

### **ARTICLE 13.** **MISCELLANEOUS MATTERS**

- 13.01 Access to Information. Developer agrees to provide the EDC, upon reasonable notice, access to information related to the construction of the Development, and other information necessary to fulfill this Agreement, throughout the term of this Agreement.
- 13.02 Mutual Assistance. Developer and the EDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.
- 13.03 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 13.04 Agreement Subject to Applicable Law. This Agreement is made subject in accordance with the Crowley Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws, violation of which shall constitute a default of this Agreement.
- 13.05 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

- 13.06 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 13.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 13.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

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

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

- 13.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- 13.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a

provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

- 13.12 Approval by the City. This Agreement shall not be binding on the EDC until the City Council of the City of Crowley, Texas has approved it as required by the Act.

*[Signature pages to follow]*

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

**CROWLEY ECONOMIC DEVELOPMENT  
CORPORATION,  
a Type B economic development corporation**

By:

\_\_\_\_\_  
Name: Robert Loftin

Title: Economic Development Director

Date: \_\_\_\_\_

**CITY OF CROWLEY**

By:

\_\_\_\_\_  
Name: Robert Loftin

Title: City Manager

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by Robert Loftin, known personally by me to be the Economic Development Director of Crowley Economic Development Corporation, on behalf of said corporation.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by Robert Loftin, known personally by me to be the City Manager of the City of Crowley, on behalf of said City.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert M. Allibon, Legal Counsel

**DEVELOPER: FOUR TRAIN DAYS  
DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Name: Edwin K Neville III  
Title: Principal  
Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by Edwin K. Neville III, known personally by me to be the Principal of Developer Four Train Days Development, LLC, on behalf of said company.

[Notary Seal]

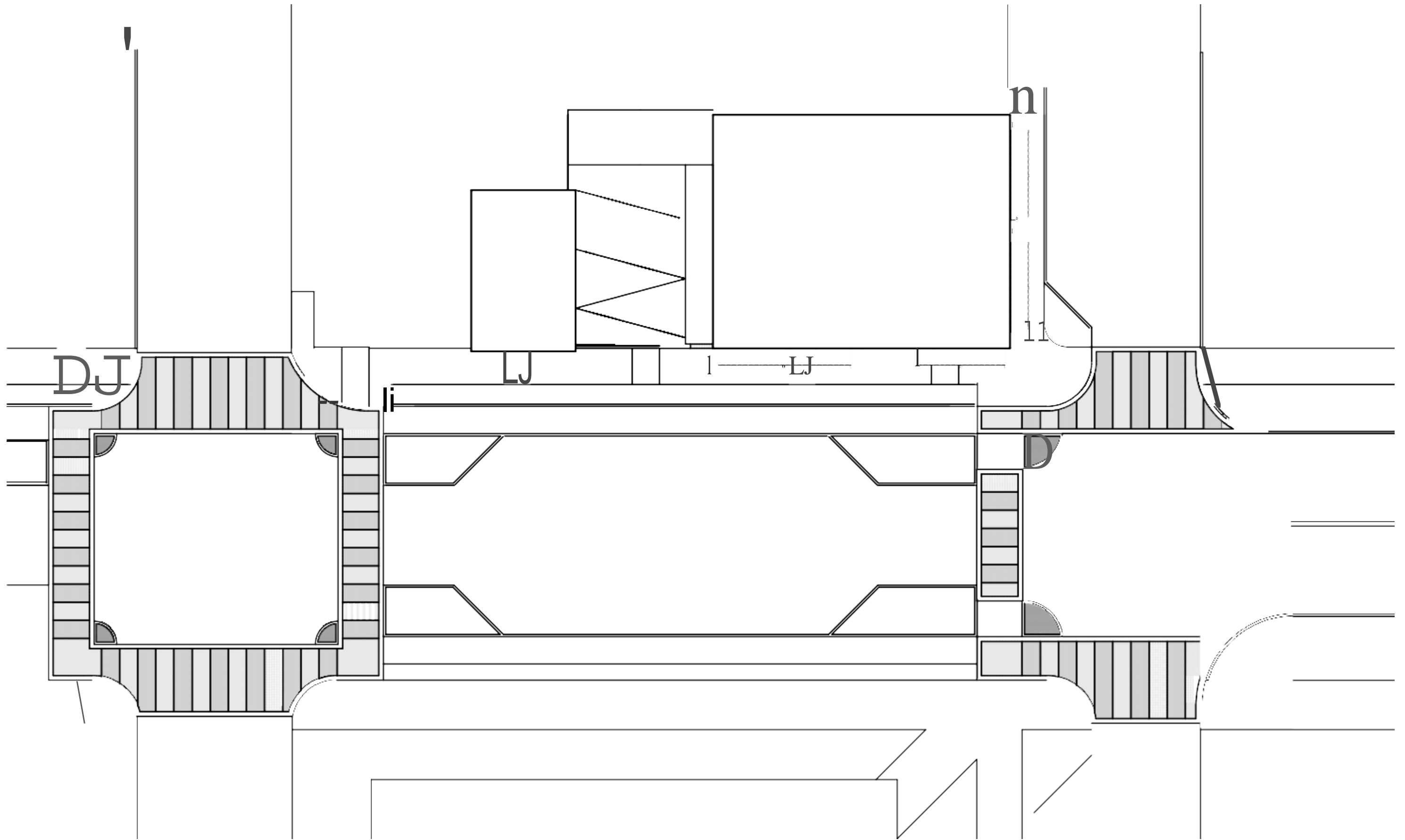
\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**  
**Property Description**

Crowley Original Town Block 12 Lot 8A, 8B, 9 & 10 & 20' Vacated St. on W

**Exhibit B**  
**Development Site Plan and Floor Plan**





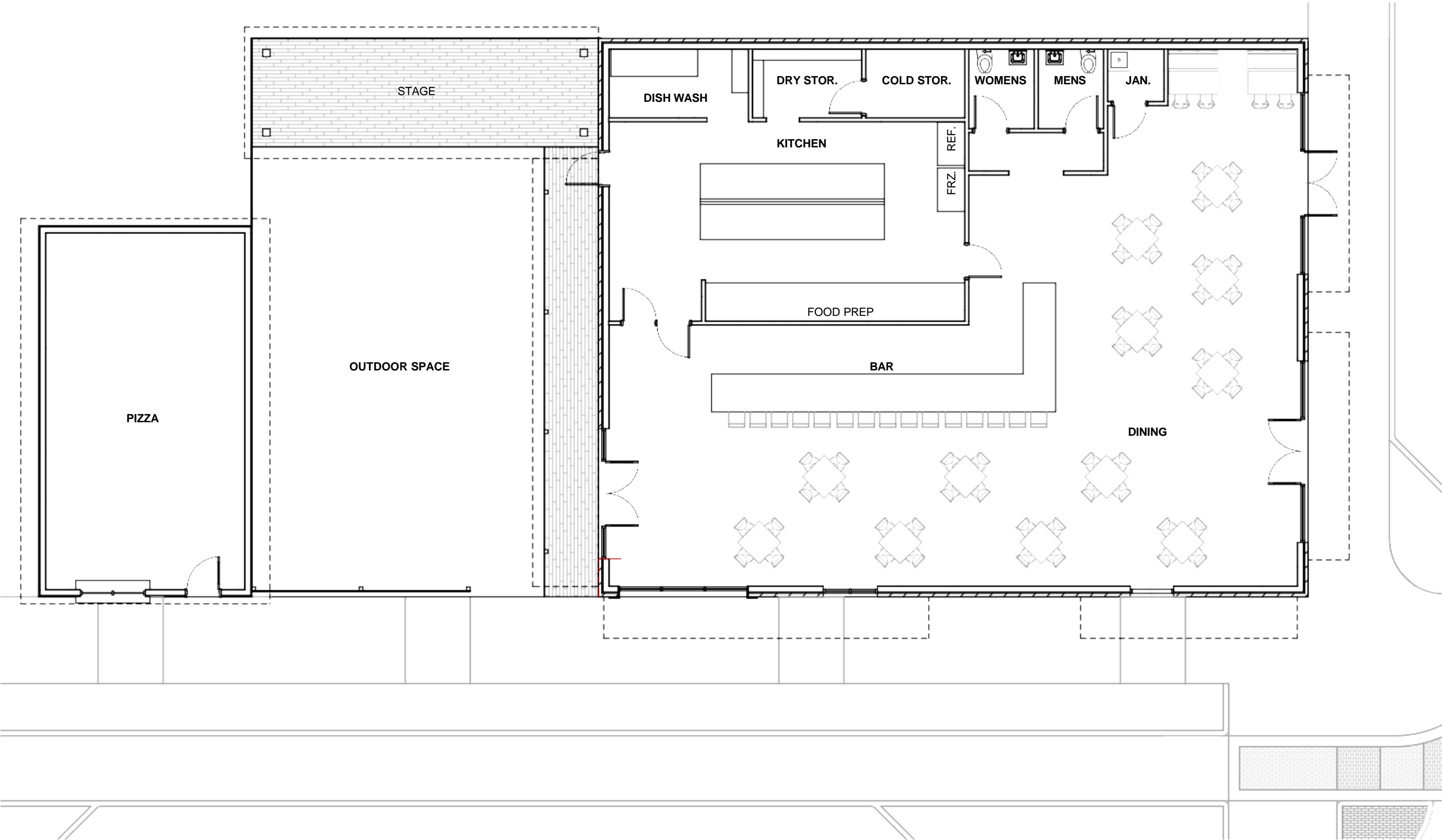
0 10' 20' 40'

SITE PLAN | 101 MAGNOLIA | 10-28-2020

© SCHWARZ-HANSON LTD.

THIS DOCUMENT IS INCOMPLETE AND MAY  
NOT BE USED FOR REGULATORY  
APPROVAL, PERMIT, OR CONSTRUCTION.  
BRAD NAEHER | REG.# 22859

**SCHWARZ  
HANSON**  
ARCHITECTS



**Exhibit C**  
**Development Elevations**









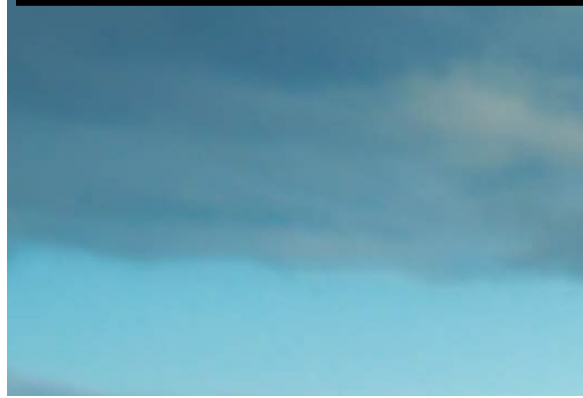




















## Crowley City Council

---

### AGENDA REPORT

**Meeting Date:** January 19, 2023

**Agenda Item:** VII-3

**Staff**

**Contact:**

**E-mail:**

**Phone:**

Matt Elgin

Director of Utilities/Projects

melgin@ci.crowley.tx.us

817-297-2201-X 3240

---

**SUBJECT:** Discuss and consider approval of a change order in the amount of \$54,367.00 to the construction contract with Stabile & Winn, Inc. for the Oarlock Paving Improvement Project.

---

#### **BACKGROUND/DISCUSSION**

After beginning the Oarlock Paving Improvement project, the contractor encountered an excessive amount of moisture under the existing paving. The City engaged a geotechnical consultant to evaluate the extent of the moisture within the area of construction. The geotechnical consultant along with the City engineering firm (TNP) have proposed a design change based on those conditions.

The contractor (Stabile & Winn, Inc.) has reviewed the design change recommendations and submitted a change order for additional time and materials. The design change will remove some of the previous scope and add new scope. The contractor has indicated the items from the original scope that are being removed in red (with parenthesis) on the change order proposal.

The construction schedule has also been impacted by this discovery. The change order indicates the additional days the project shut down due to the time required to perform the geotechnical sampling and reporting efforts. The change in design scope altered the construction methodology necessary to complete the project also. That extra time to perform the change in work is also indicated on the change order proposal.

#### **FINANCIAL IMPACT**

Finance is confirming the funding source of this request.

#### **RECOMMENDATION**

Staff recommends that Council authorize and approve the change order to the existing construction contract with Stabile & Winn Inc. for the additional amount of \$54,367.000 and additional days requested on the change order.

#### **ATTACHMENTS**

- Stabile & Winn Inc. - Change Order

# STABLE & WINN, INC.

P.O. BOX 79380  
SAGINAW, TX 76179

PROJECT: Paving Improvements Oarlock Drive

CHANGE ORDER: ONE

Date: January 12, 2023

#	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	Sawcut & Rem. Exist. Conc. Curb/Gutter	INCR	240.00	LF	\$5.00	\$1,200.00
4	6" Lime Stabilized Subgrade	DEL	(970.00)	SY	\$13.00	(\$12,610.00)
5	Lime for Stabilized Subgrade	INCR	15.00	TN	\$300.00	\$4,500.00
6	Compacted Backfill	INCR	56.00	CY	\$30.00	\$1,680.00
7	7" Concrete Paving	INCR	59.00	SY	\$159.00	\$9,381.00
8	6" Conc. Monolithic Curb	INCR	138.00	LF	\$5.00	\$690.00
9	24" Conc. Curb & Gutter	DEL	(23.00)	LF	\$35.00	(\$805.00)
10	4" Topsoil & Sod	INCR	102.00	SY	\$25.00	\$2,550.00
12	Misc. Paving Allowance	DECR	1.00	LS	(\$2,000.00)	(\$2,000.00)
13	12" Lime Stabilization	NEW	1,058.00	SY	\$23.75	\$25,127.50
14	8" Cement Stabilization	NEW	1,058.00	SY	\$15.50	\$16,399.00
15	Cement Material @ 30 #/SY	NEW	17.00	TN	\$313.50	\$5,329.50
16	Additional Barricades during Shut-Down	NEW	3.00	MNTH	\$975.00	\$2,925.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL CHANGE ORDER AMOUNT						\$54,367.00
CONTRACT TIME - EVALUATION						
Original Contract Time		60 CD	Start Date		November 7, 2022	
Additional Time Due to Shut Down		75 CD	Nov. 8, 2022 to Jan. 23, 2023			
Extra Time For This Change Order		25 CD				
Revised Contract Time		160 CD	Completion Date		April 16, 2023	

Stable & Winn, Inc.

Date: Jan. 12, 2023

Date: