



Regular Session  
Council Agenda Packet  
October 19, 2023

**CITY OF CROWLEY**  
**CITY COUNCIL**  
**Council Regular Session**  
**October 19, 2023**  
**ATTENDANCE SHEET**

	<u>Work session</u>	<u>Regular</u>
Council Member Johnny Shotwell, Place 1	_____	_____
Council Member Jerry Beck, Place 2	_____	_____
Council Member Jesse Johnson, Place 3	_____	_____
Mayor Pro Tem Jim Hirth, Place 4	_____	_____
Council Member Matt Foster, Place 5	_____	_____
Council Member Scott Gilbreath, Place 6	_____	_____
Mayor Billy Davis	_____	_____
<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	_____	_____



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

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

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*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).*

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**WORK SESSION - October 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 September 21, 2023 and the special called meeting on September 26, 2023.
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 2023-24 and authorizing the Mayor to execute said Agreement.

**IV. PUBLIC HEARINGS**

1. None

**V. CITY BUSINESS**

1. Discuss and consider approving the City Manager or designee to finalize negotiations and execute an agreement with Johnson Construction Services for Construction Manager at Risk services associated with the remodel project of the City Hall Fire Station.
2. Discuss and authorize a new Interlocal Agreement with Tarrant County Public Health for food service and swimming pool inspections.
3. Discuss and consider approving Ordinance 10-2023-509, an ordinance adjusting the boundary between the City of Crowley and the City of Fort Worth at Crowley Rd and the future McPherson Blvd extension.
4. Authorize the City Manager or designee to execute a contract with SAFEbuilt for backup building inspection and plan review services.
5. Discuss and consider Special Event Permit application for the Karis Grand Opening Event to be held on Saturday, October 28, 2023.
6. Discuss and consider approving Ordinance No 10-2023-508, amending Appendix A, Schedule of Rates, Fees, and Charges, Section (22) Other fees and charges for community development, by amending the Subdivision construction inspection fees.
7. Consider approval of resolution R10-2023-401, authorizing the Chief of Police to enter into a contract agreement with the Texas Department of Transportation for the installation of FLOCK Safety Automated License Plate Recognition (ALPR) cameras on TxDOT property and right-of-way.

8. Discuss and consider approval of the annual contract (October 1, 2023 through September 30, 2024) for the fire and ambulance service with Tarrant County Emergency Services District No. 1 and authorizing the Mayor to execute said contract.
9. Discuss and consider approving a special permit for the Christmas in Crowley Lighted Parade.
10. Discuss and consider approving Resolution R10-2023-402, a resolution accepting conveyance of a 20-foot-wide drainage easement on lot 7R, block 12 of the Mesa Vista Medical Center.

**VI. ADJOURNMENT**





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

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

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**REGULAR SESSION - October 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. Presentation of Pavement Survey - Bill Bateman, Asst PW Director

**V. CONSENT AGENDA**

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**VI. PUBLIC HEARINGS**

1. None

**VII. CITY BUSINESS**

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9. Discuss and consider approving a special permit for the Christmas in Crowley Lighted Parade.
10. Discuss and consider approving Resolution R10-2023-402, a resolution accepting conveyance of a 20-foot-wide drainage easement on lot 7R, block 12 of the Mesa Vista Medical Center.

### **VIII. ADVISORY BOARDS AND COMMISSIONS**

#### **1. Reports**

None

#### **2. Appointments/Reappointments**

None

### **IX. PUBLIC COMMENT**

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

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

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

### **XI. EXECUTIVE SESSION**

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

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

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

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

### **XIII. ADJOURNMENT**

**I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, October 19, 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](mailto:ckonhauser@ci.crowley.tx.us) for further information.

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

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

**City of Crowley  
Pavement Survey Update  
October 10, 2023**

# Street Network Survey

- ▶ Public Works partnered with Nexco Paving Solutions to perform a comprehensive pavement survey.
- ▶ All city maintained roadways were surveyed.
- ▶ Roadway segments were designated an overall PCI (Pavement Condition Index) score based on 7 categories from Good (86-100) to Failed (0-10).
- ▶ 14% of surveyed streets (10 Miles) rated poor with most segments located near the downtown area.
- ▶ 21% of the streets rated fair (15 miles) scattered throughout the city.
- ▶ Current Average PCI Rating for entire street network 83.0
- ▶ Average PCI Rating will drop to 68.5 in 2026 if proactive street maintenance strategies are not implemented.

# Overall Street PCI Ratings 2023 – 83

## Surface Condition

- 86-100 Good
- 71-85 Satisfactory
- 56-70 Fair
- 41-55 Poor
- 26-40 Very Poor
- 11-25 Serious
- 0-10 Failed

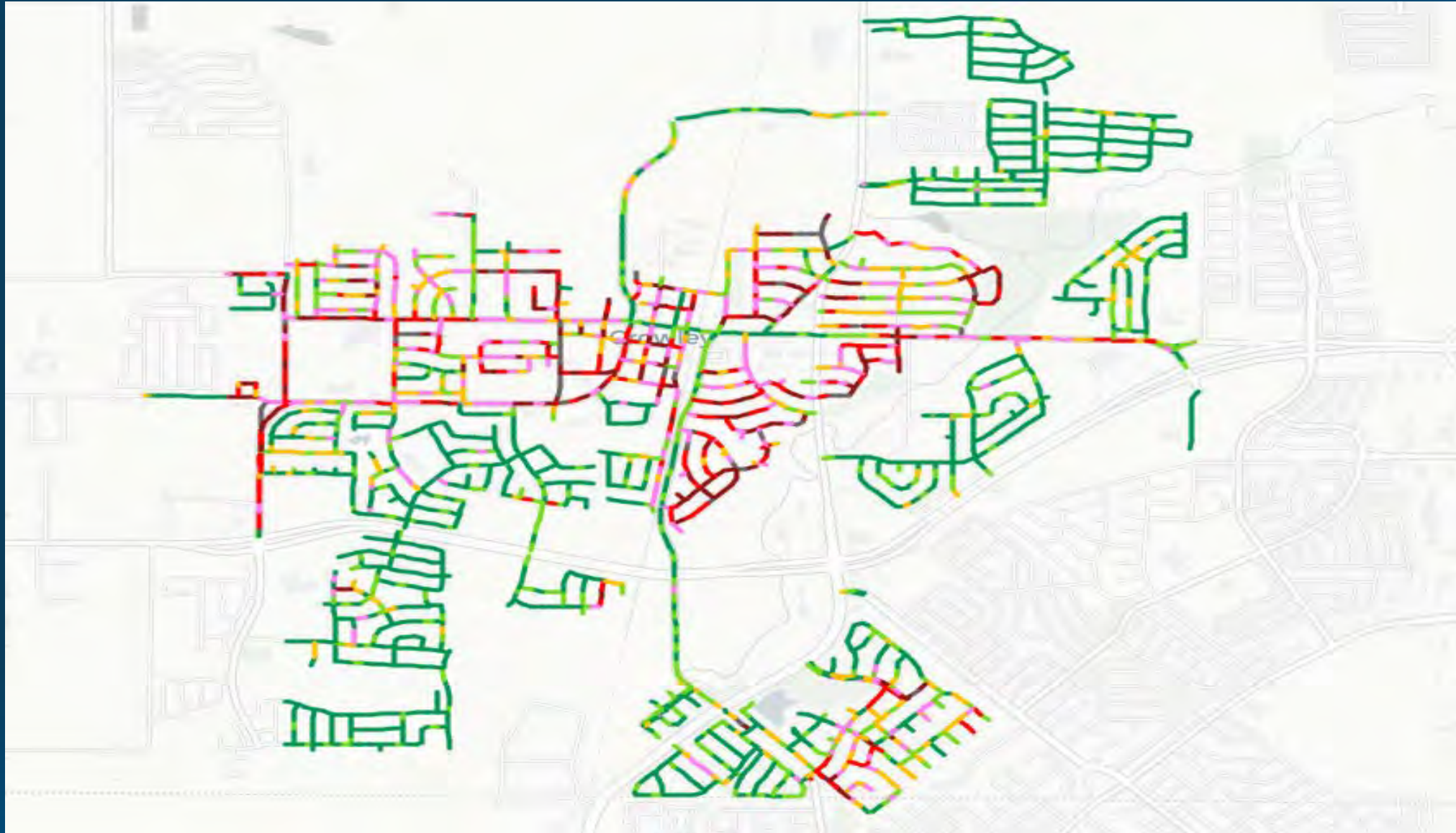




# 2026 Predicted PCI Using Current Strategy - 69

## Surface Condition

- 86-100 Good
- 71-85 Satisfactory
- 56-70 Fair
- 41-55 Poor
- 26-40 Very Poor
- 11-25 Serious
- 0-10 Failed

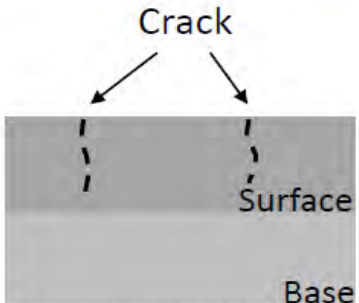
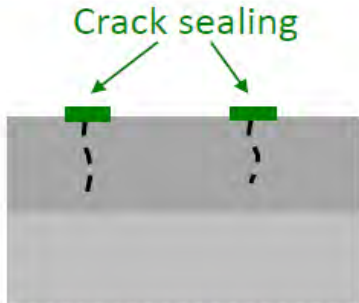
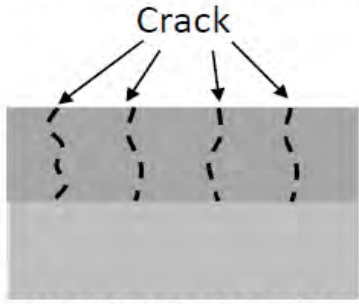
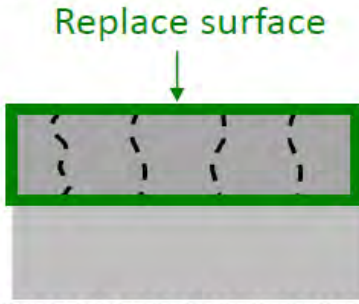
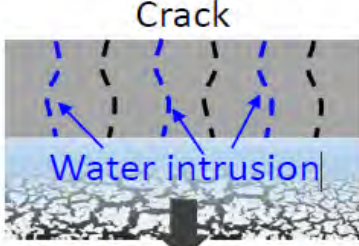
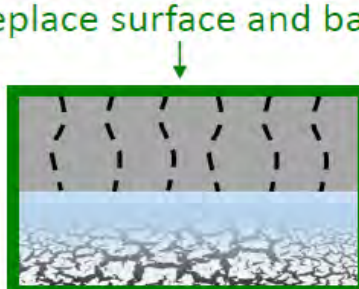




# PCI Rating Index – Asphalt Roadways



## Pavement Condition Rating (Asphalt)

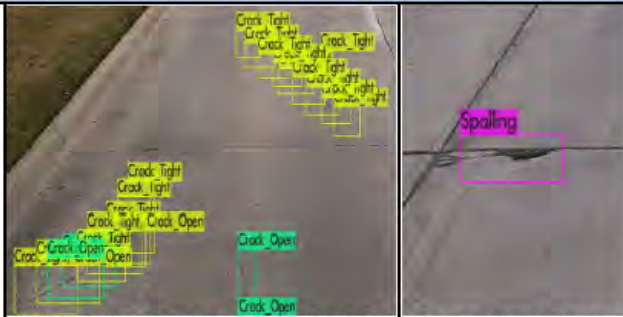



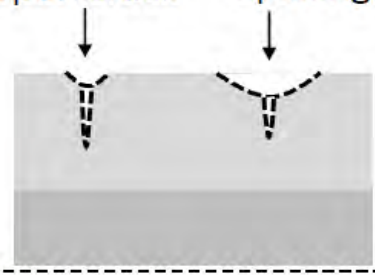
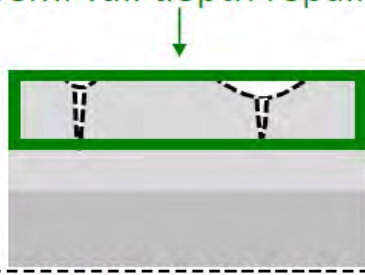

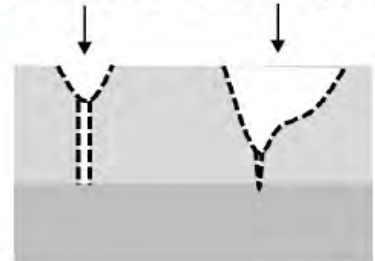
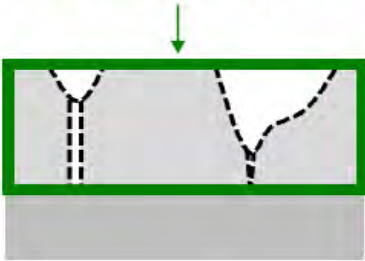
Rating		Visible Distress	Assumed Condition	Sample Repair Method
3	Fair	Several cracks; Patching in healthy condition		
4	Poor	Block cracking; Patching showing distress		
5	Very Poor			
6	Serious	Alligator cracking; Patching in unhealthy condition		
7	Failed	Potholes		



# PCI Rating Index – Concrete Roadways



## Pavement Condition Rating (Concrete)

Rating		Visible Distress	Assumed Condition	Sample Repair Method
3	Fair	<p>Several cracks; A few small spalling; Patching in healthy condition</p> 	<p>Crack Small spalling</p> 	<p>Sealing</p> 
4	Poor	<p>Open and spalled cracks; Spalling</p> 	<p>Open crack Spalling</p> 	<p>Semi-full depth repair</p> 
5	Very Poor	<p>Open and severely-spalled cracks; Severe spalling; Patching in unhealthy condition</p> 	<p>Deep Crack Deep Spalling</p> 	<p>Full depth repair</p> 
6	Serious			
7	Failed			



# Pavement Preservation

- ▶ Pavement preservation programs are a planned strategy utilizing cost-effective treatments to extend pavement life and save tax payer dollars versus costly street rebuild projects.
- ▶ Placing the proper treatment on the roadway at the right time is critical to extend life of the roadway.



# Maintenance Treatments - Asphalt Streets

- ▶ Crack Seal - Seals surface cracks in the roadway to prevent moisture infiltration into subgrade.
- ▶ HA-5 – Used in conjunction with crack seal to seal the entire roadway surface and rejuvenate the street.
- ▶ Mill and Overlay – Includes milling the asphalt surface 2-3 inches and replacing with new asphalt.

# Maintenance Treatments – Concrete Streets

- ▶ Crack and Joint Seal -Seals cracks in the roadway and joints to prevent moisture infiltration into subgrade.
- ▶ Concrete Slab Replacement - Removal and replacement of failed concrete slabs.

# Asphalt Maintenance Versus Reconstruction

## Maintenance Treatments

- ▶ Crack Seal - \$.04 per square yard.
- ▶ HA-5 - \$4.10 Per square yard.
- ▶ Mill and Overlay - \$19 per square yard.

## Reconstruction Costs

- ▶ Asphalt Reclamation - \$54 per square yard.
- ▶ Asphalt Street Rebuild - \$85 per square yard.
- ▶ City/County ILA - \$28 per square yard plus concrete work.

# Concrete Maintenance Versus Reconstruction

## Preventative Maintenance

- ▶ Concrete Joint and Crack Seal - \$.04 per square yard.
- ▶ Concrete Panel Replacement - \$84 per square yard.

## ▶ Reconstruction

- ▶ Residential Streets - \$142 per square yard.
- ▶ Arterial/Collector Streets - \$175-\$200 per square yard.

# Pavement Maintenance Strategy

## Asphalt Streets

- ▶ Propose 3 and 5 year street maintenance plans for arterial/collector and residential roadways predicted to rate very poor to serious by 2026.
- ▶ Begin work in areas near downtown area per the pavement survey report and move outward in following years.
- ▶ Use combination of contracts, City/County ILA's, and internal crews to perform various pavement repairs and resurfacing.
- ▶ Roadways that have a current rating of serious and very poor (11-40) will require more extensive maintenance treatments.

# Pavement Maintenance Strategy

## Concrete Streets

- ▶ Develop 3 and 5 year plans to address current failed concrete sections and areas predicted to rate poor to serious by 2026.
- ▶ Use a combination of internal crews for small repairs and develop contract for large slab removal projects.
- ▶ Bid a miscellaneous concrete contract to assist with concrete maintenance, and prepare roadways for resurfacing programs including installing ADA Ramps and replacing broken sections of curb and gutter.

# Street Selection Process

## Residential Streets - Asphalt

- ▶ Designate multiple maintenance zones starting in downtown area and work outward per the street assessment survey.
- ▶ Prioritize work based on pavement survey, citizen calls and streets where repeated pothole repairs are required.
- ▶ Utilize neighborhood approach when developing street resurfacing programs to help revitalize neighborhoods and reduce mobilization costs.
- ▶ Some residential areas may require a combination different resurfacing treatments based on current street rating.



# Street Selection Process

## Arterial And Collector Streets – Asphalt

- ▶ Develop long range resurfacing plan based on pavement survey.
- ▶ Prioritize resurfacing lists based on pavement condition, traffic counts, number of calls for repairs and schedule around planned development projects.
- ▶ Arterial and Collector roads will typically require a mill and overlay treatment, but some may require asphalt reclamation.

# Street Selection

## Concrete Streets

- ▶ Utilize pavement survey to target areas that currently need repair or predicted to rate very poor or serious by 2026.
- ▶ Develop 3 and 5 year concrete repair plan.
- ▶ Target high volume roadways such as arterial and collectors then move to residential areas.

# Moving Forward

- ▶ Develop proposed 3 and 5 year roadway maintenance plan with estimated costs for council consideration.
- ▶ Upon approval coordinate proposed plans with franchise utilities including Water Department to ensure there are no underground conflicts to avoid a new resurfaced roadway being damaged soon after resurfacing.
- ▶ Schedule required preliminary maintenance for 2024 resurfacing programs such as crack seal, spot base failure repairs and concrete work over the fall and winter months in preparation for resurfacing programs during the late spring and summer.
- ▶ Discuss public relations strategy to inform the public of the City's new street maintenance strategy.

# QUESTIONS



## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Carol Konhauser City Secretary				<b>MEETING DATE:</b> October 19, 2023				
<b>DEPARTMENT:</b> Administration				<b>AGENDA ITEM:</b> V-1				
<b>SUBJECT:</b>				Discuss and consider approving the minutes from the regular meeting held September 21, 2023 and the special called meeting on September 26, 2023.				
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

### **BACKGROUND:**

Consider approval of minutes as presented.

### **RECOMMENDATION:**

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

### **FINANCIAL INFORMATION:**

Approval of the minutes does not affect the budget.

### **ATTACHMENTS:**

1. Minutes

**MINUTES OF THE CITY COUNCIL WORK SESSION HELD SEPTEMBER 21, 2023.** The City Council of the City of Crowley, Texas met in Work Session on Thursday, September 21, 2023, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were 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  
Vacant 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 Attorney, Rob Allibon  
City Secretary, Carol Konhauser  
Fire Chief, Pleasant Brooks  
Police Chief, Kit Long  
Public Works Director, Mike Rocamontes  
Director of Projects & Utilities, Matt Elgin  
Planning and Comm Dev Director, Rachel Roberts  
Community Services Director, Cristina Winner  
HR Administrator, Lisa Hansen

Absent: Mayor Billy P. Davis

### **CALL TO ORDER/ ROLL CALL**

Mayor Pro Tem Jim Hirth 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 7, 2023 and the Special Called meeting held on September 11, 2023.**

No discussion.

### **PUBLIC HEARING**

1. **Hold a Public Hearing and consider approval of the proposed Crowley Economic Development 4B FY 2023-24 Operating Budget.**

No discussion

2. **Hold a Public Hearing to receive input on the Operating Budget beginning October 1, 2023 and ending September 30, 2024.**

No discussion

3. **Hold a Public Hearing to receive input on the proposed 2023 ad valorem property tax rate.**

No discussion

4. **Hold a public hearing to discuss and consider approval of Ordinance 09-2023-507 for a specific use permit to allow a CBD/ Tobacco Shop in the General Commercial**

**zoning district at 824 N Crowley Rd, whose legal description is John H. Lucas Survey, Abstract 932 Tract 1D07A, as requested by 7th Heaven LLC.**

No discussion

## **CITY BUSINESS**

- 1. Discuss and consider adoption of Ordinance 09-2023-504, an ordinance of the City of Crowley, Texas approving and adopting the budget for fiscal year 2023-24, beginning October 1, 2023 and ending September 30, 2024, providing a severability clause; and declaring an effective date.**

No discussion

- 2. Consider and act upon the ratification of the property tax revenue increase reflected in the Proposed FY 2023-24 City of Crowley Operating Budget.**

No discussion

- 3. Discuss and consider adoption of Ordinance 09-2023-505, an ordinance of the City of Crowley, Texas affixing and levying Municipal Ad Valorem Taxes for the fiscal year 2023-24, beginning October 1, 2023 and ending September 30, 2024, 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, 2024 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

- 4. Discuss and consider approval of the Crime Control and Prevention District FY2023-24 Budget Amendment #1.**

No discussion

- 5. Consider revisions to Pay Classification Plan.**

No discussion

- 6. Discuss and consider adoption of Resolution R09-2023-399 of the City of Crowley amending the Staffing Plan.**

No discussion

- 7. Discuss and consider approval of a request by Deer Creek Estates for a variance from city code Section 102-122, "Schedule for Permanent Signs" to allow a reader board sign in an R-2 single family residential zoning district.**

Planning and Community Development Director Rachel Roberts explained to council this was a request to replace an existing sign already in Deer Creek Estates with a reader board type sign. She further explained that although reader board signs are not typically authorized in single family residential zoning, this sign would not be located directly on the main throughfare. Additionally, she added the Planning and Zoning commission had voted to approve the variance.

8. **Discuss and consider approving Resolution R09-2023-398, a resolution approving a variance for an Alcoholic Beverage Permit Application submitted by Rouse Holding Group, LLC, for the business located at 117 S Texas St, known as Moon Tower Pizza and; authorizing the City Secretary to certify the TABC permit application.**

City Secretary Carol Konhauser explained this was a request for a variance to allow for an alcoholic beverage permit for a business that would be located within 300 feet of a church. Moontower pizza is located approximately 215 feet from a property that is designated as a church. City Secretary Konhauser added that the church has not been active in a couple years, but that the property is still designated as such on the tax appraisal district website.

9. **Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for October 5, 2023 due to lack of quorum.**

No discussion

10. **Discuss and consider approving Ordinance No 09-2023-506, amending Appendix A, Schedule of Rates, Fees, and Charges, Section (32) Public Records Charges, by increasing notary service fees and deleting obsolete or duplicated fees.**

City Secretary Konhauser explained this was to update the notary fees as authorized by HB 255.

#### **ADJOURNMENT**

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



**MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD SEPTEMBER 21, 2023.** The City Council of the City of Crowley, Texas met in Regular Session on Thursday, September 21, 2023, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Pro-Tem Johnny Shotwell, City Council Place 1  
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Council Member Jesse Johnson, City Council Place 3  
Council Member Jim Hirth, City Council Place 4  
Vacant Place 5  
Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager Robert Loftin  
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Director of Projects & Utilities, Matt Elgin  
Planning and Comm Dev Director, Rachel Roberts  
Community Services Director, Cristina Winner  
HR Administrator, Lisa Hansen

Absent: Mayor Billy P. Davis

#### **CALL TO ORDER/ ROLL CALL**

Mayor Pro Tem Jim Hirth 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. National Night Out Proclamation.**

Council Member Scott Gilbreath read the National Night Our Proclamation

**2. Fire Prevention Week Proclamation.**

Council Member Jerry Beck read the Fire Prevention Week Proclamation.

#### **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 7, 2023 and the Special Called meeting held on September 11, 2023.**

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

#### **PUBLIC HEARING**

**1. Hold a Public Hearing and consider approval of the proposed Crowley Economic Development 4B FY 2023-24 Operating Budget.**

Mayor Pro Tem Hirth opened the public hearing at 7:07 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:08 pm.

Council Member Jesse Johnson made the motion to approve the FY 2023-2024 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 6-0.

**2. Hold a Public Hearing to receive input on the Operating Budget beginning October 1, 2023 and ending September 30, 2024.**

Mayor Pro Tem Jim Hirth opened the public hearing at 7:08 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:08 pm.

**3. Hold a Public Hearing to receive input on the proposed 2023 ad valorem property tax rate.**

Mayor Pro Tem Hirth opened the public hearing at 7:09 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:09 pm.

**4. Hold a public hearing to discuss and consider approval of Ordinance 09-2023-507 for a specific use permit to allow a CBD/ Tobacco Shop in the General Commercial zoning district at 824 N Crowley Rd, whose legal description is John H. Lucas Survey, Abstract 932 Tract 1D07A, as requested by 7th Heaven LLC.None.**

Planning and Community Development Director Rachel Roberts stepped forward to explain this was a request for a SUP to operate at CBD and vape shop at 824 N Crowley Rd. She stated it the Planning and Zoning Commission did recommend approval with the condition they comply with the statute on age restrictions and that total signage not exceed 15% of the total wall area and not more than 50% of the window space.

Mayor Pro Tem Jim Hirth opened the public hearing at 7:10 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:10 pm.

Council Member Scott Gilbreath made the motion to approve Ordinance 09-2023-507 for a SUP permit to allow a CBD/Tabacco Shop, second by Council Member Jerry Beck. Council Member Jesse Johnson voted nay on the motion. Motion carried 5-1.

## **CITY BUSINESS**

**1. Discuss and consider adoption of Ordinance 09-2023-504, an ordinance of the City of Crowley, Texas approving and adopting the budget for fiscal year 2023-24, beginning October 1, 2023 and ending September 30, 2024, providing a severability clause; and declaring an effective date.**

Council Member Jesse Johnson made the motion to adopt Ordinance 09-2023-504; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

**2. Consider and act upon the ratification of the property tax revenue increase reflected in the Proposed FY 2023-24 City of Crowley Operating Budget.**

Council Member Jesse Johnson made the motion to ratify the property tax revenue increase reflected in the proposed FY2023-2024 City of Crowley Operating Budget, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

3. **Discuss and consider adoption of Ordinance 09-2023-505, an ordinance of the City of Crowley, Texas affixing and levying Municipal Ad Valorem Taxes for the fiscal year 2023-24, beginning October 1, 2023 and ending September 30, 2024, 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, 2024 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 Scott Gilbreath made the motion to adopt Ordinance 09-2023-505, and moved that the property tax rate be increased by the adoption of a tax rate of \$0.594890 per \$100, which is effectively a 9.2 percent increase in the tax rate, and move adoption of the ordinance as presented, second by Council Member Jerry Beck. 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 Scott Gilbreath voted Aye; council voted 6-0 to adopt the motion as presented. Motion carried 6-0.

4. **Discuss and consider approval of the Crime Control and Prevention District FY2023-24 Budget Amendment #1.**

Council Member Scott Gilbreath made the motion to approve the Crime Control and Prevention District FY2023-24 Budget Amendment #1; second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion carried 6-0.

5. **Consider revisions to Pay Classification Plan.**

Council Member Jerry Beck made the motion to approve the revisions to the Pay Classification Plan, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

6. **Discuss and consider adoption of Resolution R09-2023-399 of the City of Crowley amending the Staffing Plan.**

Council Member Scott Gilbreath made the motion to approve Resolution R09-2023-399, amending the staffing plan, second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

7. **Discuss and consider approval of a request by Deer Creek Estates for a variance from city code Section 102-122, "Schedule for Permanent Signs" to allow a reader board sign in an R-2 single family residential zoning district.**

Council Member Jesse Johnson made the motion to approve the sign variance request submitted by Deer Creek Estates to allow for a reader board type sign, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

- 8. Discuss and consider approving Resolution R09-2023-398, a resolution approving a variance for an Alcoholic Beverage Permit Application submitted by Rouse Holding Group, LLC, for the business located at 117 S Texas St, known as Moon Tower Pizza and; authorizing the City Secretary to certify the TABC permit application.**

Council Member Jerry Beck made the motion to approve resolution R09-2023-398 for a alcoholic beverage permit variance for Moontower pizza, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

- 9. Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for October 5, 2023 due to lack of quorum.**

Council Member Scott Gilbreath made the motion to cancel the October 5, 2023 council meeting due to a lack of quorum; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

- 10. Discuss and consider approving Ordinance No 09-2023-506, amending Appendix A, Schedule of Rates, Fees, and Charges, Section (32) Public Records Charges, by increasing notary service fees and deleting obsolete or duplicated fees.**

Council Member Jesse Johnson made the motion to approve Ordinance 09-2023-506 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:  
None.

#### **PUBLIC COMMENT**

Mayor Pro Tem Hirth asked if there were any citizens or visitors wishing to speak.

Mr Daniel Bennett from White Settlement stepped up and requested council support in voting for a new candidate for the Tarrant Appraisal Districts Board.

#### **ITEMS OF COMMUNITY INTEREST**

Mayor Pro Tem Hirth then asked if there were any community interest items.

As there was no further business, Mayor Pro Tem Jim Hirth adjourned the meeting at 7:46 p.m.

ATTEST:

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Billy Davis, Mayor

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Carol C. Konhauser, City Secretary

**MINUTES OF THE CITY COUNCIL SPECIAL SESSION HELD SEPTEMBER 26, 2023.** The City Council of the City of Crowley, Texas met in a Special Called Session on Tuesday, September 26, 2023, at 6:00 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  
Vacant, 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  
City Secretary, Carol Konhauser

Absent: None

### **CALL TO ORDER/ ROLL CALL**

Mayor Billy Davis called the Session to order at 6:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

### **CITY BUSINESS**

- 1. Conduct the Official Canvass of the Election Returns for the Special Election held on September 23, 2023, in the City of Crowley, Texas, for the purpose of electing Council Member to place 5 for the remainder of the unexpired term ending May 2026.**

Mayor Billy Davis received the election envelope and compared the results on the Tally Sheet to the Election Return, then read the election return totals. The totals were read as follows:

#### ***TARRANT COUNTY***

City Council Place 5	Early Voting	Election Day	Provisional Ballots Added	Total Votes
Matt Foster	39	60	0	99
Lezo "Lee" Foley	18	9	0	27
Under Votes	0	0	0	0
Over Votes	0	0	0	0
Total Votes	57	69	0	126

#### ***JOHNSON COUNTY***

City Council Place 5	Early Voting	Election Day	Provisional Ballots Added	Total Votes
Matt Foster	0	0	0	0
Lezo "Lee" Foley	0	0	0	0
Under Votes	0	0	0	0
Over Votes	0	0	0	0
Total Votes	0	0	0	0

Mayor Davis announced Matt Foster was elected to Place 5.

There were no objections to the official election return

City Secretary Carol Konhauser administered the Statement of Office and Oath to the newest council member, Council Member Matt Foster.

2. **Discuss and consider adoption of Resolution R09-2023-400, a resolution of the City Council of the City of Crowley, Texas, canvassing and declaring the results of the September 23, 2023 Special Election for the purpose of electing a City Council Member to Place 5 for the remainder of the term ending May 2026; and Mayor Davis to issue the Certificate of Election.**

Council Member Jesse Johnson made the motion to adopt Resolution R09-2023-400, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:14 p.m.

ATTEST:

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Billy Davis, Mayor

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Carol C. Konhauser, City Secretary



## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Carol Konhauser City Secretary		<b>MEETING DATE:</b> October 19, 2023						
<b>DEPARTMENT:</b> Administration		<b>AGENDA ITEM:</b> V-2						
<b>SUBJECT:</b>		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 2023-24 and authorizing the Mayor to execute said Agreement.						
<b>COORDINATION:</b>	Finance		City Sec	CCK	Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

### **BACKGROUND:**

The Fort Worth Transportation Authority is a federal grantee of the Federal Transit Administration which provides funding to States under Section 5310 of Title 49 of the United States Code. This is an annual Interlocal Agreement with the Fort Worth Transportation Authority to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County who do not have transportation service nor is a member of a transportation authority. The City of Crowley will contribute \$1,607.00 towards the administrative costs of the Section 5310 Services for FY2023-24. Through this service, transportation would be provided for a variety of purposes such as medical appointments, shopping, recreation, school, or work. Qualifying residents would pay \$2.50 for a one-way trip. For the 2023-2024 year, the City of Crowley will be guaranteed transportation on Thursdays of each week.

### **RECOMMENDATION:**

Staff recommends approval.

### **FINANCIAL INFORMATION:**

Contributing cost of \$1,607.00 budgeted annually, there was no increase for this year.

### **ATTACHMENTS:**

1. Interlocal Agreement for Section 5310 Program

**INTERLOCAL AGREEMENT  
FOR ADMINISTRATIVE COSTS FUNDING FOR  
SECTION 5310 PROGRAM  
BETWEEN  
THE FORT WORTH TRANSPORTATION AUTHORITY  
AND  
THE CITY OF CROWLEY, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Crowley, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

**WHEREAS**, the City of Crowley desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

**WHEREAS**, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

**WHEREAS**, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

**WHEREAS**, Trinity Metro has been awarded the grant for this area and the City of Crowley is contributing a total of \$1,607.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2023 through September 30, 2024; and

**WHEREAS**, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;



Now, therefore, the parties pursuant to City of Crowley action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Crowley will be allocated one day (Thursday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Crowley residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Crowley under the program known as Tarrant County Transportation Services from October 1, 2023 through September 30, 2024.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Crowley according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Crowley will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from October 1, 2023 through September 30, 2024.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Crowley.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin October 1, 2023 and end September 30, 2024.
9. The City of Crowley will be considered a participating community and the qualifying residents of Crowley will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF CROWLEY, TEXAS

FORT WORTH TRANSPORTATION AUTHORITY:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Richard Andreski  
President & CEO

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Crowley, Texas



## City of Crowley, Texas Mayor and Council Agenda Report

<b>V-PRESENTER:</b>	Carol Konhauser City Secretary				<b>MEETING DATE:</b> October 19, 2023			
<b>DEPARTMENT:</b>	Administration				<b>AGENDA ITEM:</b> VII-1			
<b>SUBJECT:</b>	Discuss and consider approving the City Manager or designee to finalize negotiations and execute an agreement with Johnson Construction Services for Construction Manager at Risk services associated with the remodel project of the City Hall Fire Station.							
<b>COORDINATION:</b>	Finance		City Sec	CCK	Comm Dev		PW	
	Dept Director		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

### **BACKGROUND:**

In July, council approved hiring Magee Architects to conduct a comprehensive remodel design of the City Hall fire station to include public restrooms for the Plaza. Staff and Magee have worked on design plans, and due to the scope of work and time constraints, believe the Construction Manager at Risk is the best delivery method. In accordance with Texas Government Code, Chapter 2269, the city is authorized to utilize an alternative method other than competitive bidding.

An RFP for a construction manager at risk was advertised and two applications were received. Magee reviewed the applications and meet with staff to make recommendations. After consideration, Magee project managers and City Staff selected Johnson Construction Services to provide construction manager at risk services.

### **RECOMMENDATION:**

Recommend approval of the selection of Johnson Construction Services

### **FISCAL INFORMATION:**

The cost for CMAR services is \$237,900.00 based on estimated project cost of \$1,095,000.00

### **ATTACHMENTS:**

1. Johnson Construction Services Application
2. Bid Tabulation



September 18, 2023

City of Crowley – Attn: Carol Konhauser – City Secretary  
201 E. Main Street  
Crowley, TX 76136

Re: Crowley City Hall Remodel- Construction Manager at Risk

**INTRODUCTION:**

Johnson Construction Services was formed by Paul Johnson in 1998 and in 2017 became an LLC with Christina Johnson as the CEO and Paul Johnson as the COO. Our company is a woman owned business working towards obtaining WBE status, located in Alvarado, Texas. Our work over the past decade includes providing maintenance and renovation projects for Bimbo Bakeries all over North Central Texas which include warehouse renovations, office additions and renovations, mechanical and machinery modifications and installations. We also perform residential renovations and new construction and currently have over 40 active contracts with residential and commercial clients.

**QUALIFICATIONS:**

Current or recent experience similar to this project:

City of Grand Prairie

Housing and Community Development:

Various house rehabilitation projects for the city. Work includes electrical upgrades, HVAC replacement, plumbing repair, roofs, flooring, painting, structural repairs, window replacement, etc. Construction costs vary between \$25,000 to \$55,000.

Housing and Community Development Building:

Renovations for the offices, breakroom, file room and conference room with a budget of \$69,000

Lake Parks PID (Public Improvement District):

Trail improvements and site modifications, \$114,000

Warmack Library:

Interior renovations, budget \$20,000

City of Bridgeport, Texas:

Johnson Construction Services  
1524 N Country Rd 810 Alvarado, Texas 76009  
817-487-2545  
[www.johnsonconstructionsrvcs.com](http://www.johnsonconstructionsrvcs.com)

Roof repairs on several city facilities including City Hall, Police Station, Theater and Parks facility: budget \$20,000

City of Saginaw, Texas:

Saginaw Community Center renovations: budget \$82,000

James E. Walton Law Offices, Burleson TX: \$135,000

Voss Residence Addition, Granbury TX: \$450,000

Lindy's Treats and Treasures, Cleburne TX: \$151,000

Curt Residence, Cleburne TX: \$460,000

HG10 Ventures - House Renovation, Dallas TX: \$220,000

General Services Contract with Bimbo Bakeries – North Texas: \$2M+ work over the past 5 years

#### **PROJECT TEAM:**

**Christina Johnson, CEO**, handles the office operations which include invoicing, contracts, payments, staffing, marketing and accounting on a daily basis. She has decades of experience as an office manager for various companies before becoming CEO of Johnson Construction Services. Her most recent employment was with Z-Technologies, a mechanical engineering and fabrication company in Burleson.

**Paul Johnson, COO**, Paul Johnson learned solid values growing up in Crowley TX. He also learned valuable life and construction skills working in his family's construction business. Before graduating college he worked for Lone Star Gas Company as a Service Technician winning employee awards for customer service. After graduating from Tarrant County College in 1992, he worked for Dallas based General Construction Company for 4 years managing commercial finish out projects. He worked for a Crowley based Restoration Company for three years as Project Manager, appreciating the opportunity to get involved with both large and small projects with such a reputable company and learning insurance industry standards. In 1999, at the age of 28, Paul founded Johnson Construction Services., LLC. He has overseen over \$50 million worth of construction in those years. He feels one of his greatest accomplishments has been putting a great team together - one that can manage through good times, as well as the bad times. Paul has always believed the success of a business depends on the quality and performance of its people. He has always prioritized the recruitment of the highest quality employees and encourages continuous improvement through training and learning new developments in the industry, resulting in knowledgeable employees and satisfied clients.

#### **Project Managers and Superintendents:**

**Robert Tate**, AIA- Registered Architect with over 25 years of experience. Projects include:

Johnson Construction Services  
1524 N Country Rd 810 Alvarado, Texas 76009  
817-487-2545  
[www.johnsonconstructionsrvcs.com](http://www.johnsonconstructionsrvcs.com)



Rosemeade Recreation Center Addition, Carrollton: Project Architect: Budget \$7.2M  
Carrollton City Hall Renovation and Remodel, Project Architect: Budget \$1.2M  
Rosemeade Aquatics Facility, Carrollton: Project Architect: Budget \$2M  
Star Center Mansfield, Construction Administration: Budget \$18M  
Fieldhouse USA, Mansfield: Construction Administration: Budget \$12M  
Service Center, Mansfield: Project Architect: Budget \$12M  
Tactical Training Facility, Mansfield: Construction Administration: Budget \$2M

**David Bowling**, Project Manager, Projects include:

U.S. Embassy Compound, Kinshasa, Dem. Republic of Congo: PM: Budget \$535M  
U.S. Embassy Compound, Windhoek, Namibia: Project Manager: Budget \$198M  
U.S. Embassy Compound, Ankara, Turkey: Project Engineer: Budget \$213M

**Bill Laurence**, Superintendent – Over 25 years experience

**Ben Johnson**, Assistant Superintendent – Over 5 years experience

**PROJECT APPROACH:**

We have reviewed the scope of work, and understand the intent of the project and the schedule, which is to convert the existing apparatus bays into staff offices and restrooms and to make exterior improvements along the front of the building. We understand the remaining portions of the facility will continue to be fully operational while the work is taking place. In order to accomplish the project in the allotted time, we will provide you with an accurate schedule and be diligent to maintain it, but we will be flexible to accommodate any adjustments you may require while the construction is taking place. We would like to have a meeting with the owner and the design team as early as possible to generate a complete list of materials selections to create a more accurate estimate in conjunction with the drawings as we move towards generating the project budget. We will create a submittal schedule as directed by the design team and will work to coordinate our sub-contractors to make sure everything is in compliance with the specifications. We will work with the design team to look for opportunities to find the best value for materials from our various vendors and sub-contractors. As we get close to finalizing the budget, we will be flexible to the budget needs of the client to provide the most value and best use of the budget to make the project successful. We feel this process is best handled by going over our schedule of values and look for adjustments on a line by line basis if we are the selected construction manager.

Johnson Construction Services hopes you will consider our proposal and be willing to call us for an interview and discuss our process and proposal. We want to provide you with a facility you can be proud of and that meets your expectations.

Provide cost saving analysis for systems and configurations. Evaluate quality, initial cost, maintenance and appropriateness.

Develop, monitor and maintain a project schedule.

Assess the availability of all building components in regard to the project schedule.

Coordinate the bidding and issue of pre-purchase orders for long lead items, if required.

Make recommendations and provide references for manufacturers, suppliers and other subcontracts considered during design.

## 5. **PROPOSAL RESPONSE GUIDELINES**

*Bidder's response to this Request for Proposal shall include:*

1. **Fee Proposal for Work** as Prime CMAr, completed and executed on the attached Forms. For each Phase the Fee will be a fixed dollar amount based on a percentage of the bid construction cost, currently estimated as follows:

(1) Contract Construction estimate - \$ 1,095,000 .00 Per Addendum

The fee as a percentage proposed will be fixed, regardless of the final construction cost, unless the cost drops below a total of \$ 700,000 .00.

2. **List of anticipated General Conditions Costs**~ completed and executed per the attached Form. This list is an estimate only based on your understanding of scope and schedule. General Conditions will be invoiced at the actual cost towards an agreed not-to-exceed amount established at such time as the schedule is fully defined. Bidders are to estimate General Conditions on the anticipated job schedule, scope and conditions, rather than a specific construction cost. Do not anticipate downloading General Conditions into Subcontractors to artificially lower this estimate. For costs tied to a fixed construction amount (such as bonds), use the following amounts:

Contract Construction estimate - \$ 1,095,000 .00 Per Addendum

3. General conditions costs that are schedule dependent, should assume preconstruction services start November 7, 2023, and construction of each project is substantially complete on April 30, 2024.

(1) After assisting the Owner with construction related move-in issues, the job trailer and project team would then move off site no later than May 1, 2024.

4. An onsite Field Office is to be established by the CMAr using a large trailer office or trailer offices on site. This Field Office will hold offices for the CMAr's field team, plus additional and separate space for a project meeting conference room, and two workspaces for the Owner's project staff, Architect's and visiting consultants and client team members.

## FEE PROPOSAL FORM

Fee Proposal Form for Work

under a "Construction Manager at Risk" Contract Proposal from

Johnson Construction Services, LLC, organized and existing under laws of the State of  
(name of organization)  
Texas.

Gentlemen:

The undersigned hereby proposes to furnish all labor, materials, tools and necessary equipment to perform the work required to construct as described in the Request for Proposal dated August 29, 2023.

The undersigned further agrees to provide a Preliminary Cost Estimate based upon preliminary drawings and a Guaranteed Maximum Price (GMP) based upon complete construction documents. Upon approval of the Preliminary Cost Estimate, the Agreement shall be executed with the GMP establishing the Final Contract Amount.

The undersigned also agrees that on Construction Manager at Risk bid proposal that there will be no additional supervision required beyond listed amounts in onsite field staff or noted and defined under other field office staff.

Unless noted otherwise, it is assumed that all services required to complete the project by the Construction Manager are included in the proposal.

This Bidder agrees that this Proposal will remain good and in effect for a period of forty-five (45) days after receipt.

### Warranty

All work will be warranted for one year from Substantial Completion or longer if specifically required of certain components in the final technical specifications.

### Basis of Fees and General Conditions –

The Fee for the project will be a fixed dollar amount based on a percentage of the bid construction cost, currently estimated to be \$ 1,095,000 .00. The fee as a percentage proposed will be fixed, regardless of the final construction cost, unless the cost drops below \$ 700,000 .00.



**Crowley City Hall Remodel  
Crowley, Texas**

**CONSTRUCTION MANAGER AT-RISK  
BID PROPOSAL**

Proposal Page 1

	Contracting Consultant	Notes	Total
Item #	Item/Description - Fees		
1	Pre-Construction Fee		3,000.00
2	Construction Services Fee:		
	A. Percentage		6%
	B. Dollar Amount	Per Addendum budget	68,700.00
3	Field & Office Stage		
4	General Conditions - Lump Sum (from line 51 below)		64,200.00
5	Total Cost = (Pre-Construction + Construction Svcs+ Field & Office Staff + General Conditions) =		237,900.00
	ONSITE FIELD STAFF		
6	Project Manager		45,000.00
7	Superintendent		60,000.00
8	Other Field Office Staff - Defined in column (optional)		
9	Other Field Office Staff - Defined in column (optional)		
10	Other Field Office Staff - Defined in column (optional)		
11	Other Field Office Staff - Defined in column (optional)		
12	Subtotal - On-Site Field Office Staff		105,000.00
13	Percentage of time personnel dedicated to this project		
	Project Manager		30%
	Superintendent		100%
	GENERAL CONDITIONS		
14	Field Engineering Labor		
15	Field Engineering Equipment & Supplies		
16	Field Project Office		25,000.00
17	Temporary Fire Extinguishers, Safety Eqpt & Labor		
18	Office Furniture		
19	Office Supplies		200.00
20	Postage / Federal Express / Courier Services		
21	Miscellaneous Document Printing		800.00
22	Copy Machine and Paper		200.00
23	Office Equipment		
24	Telephone and Fax Service		
25	Janitorial Services		
26	Construction Clean Up	Job Cost	
27	Miscellaneous Small Tools and Consumables		
28	Vehicle Rental		
29	Vehicle Fuel, Maintenance and Repair		
30	Vehicle Insurance		

**Crowley City Hall Remodel  
Crowley, Texas**

**CONSTRUCTION MANAGER AT-RISK  
BID PROPOSAL**

Proposal Page 2

	Contracting Consultant	Notes	Total
Item #	Item/Description - Fees		
31	All Risk Builder's Insurance		10,000.00
32	General Commercial Liability Insurance		4,000.00
33	All Other Insurance in Addition to CGL Required		
34	Building Permit Fees	Owner	
35	Construction, Equipment Freight & Insurance Charges		
36	Independent Testing & Inspection	Owner	
37	Final Clean Up	Job Cost	
38	Special Testing Equipment		
39	Travel		
40	Temporary Sanitary Facilities	Job Cost	
41	Barricades, Protection, Runs, Safety Rails		
42	A & P Equipment Trailer		
43	General Handling & Hoisting, Fuel & Maintenance		
44	Dumpsters (excludes Demo, Masonry, Drywall)	Job Cost	
45	Computers		
46	Contractor Bond:		24,000.00
47	Contractor Insurance		
48	Other-Please specify below: (optional)		
49	Other-Please specify below: (optional)		
50	Other-Please specify below: (optional)		
51	Total - General Conditions:		64,200.00
52	Insurance Rate Modifier		
53	Amount of Commercial General Liability		1,000,000.00
54	<b>Time Frame of Construction - 6 months</b>		

**NOTES:**

1. All specific categories other than these identified as optional must be filled in or proposal may be disqualified.
2. If category is not required to construct the project label category number spaced with "NR".
3. Plan on construction duration of 6 months for proposal purposes.

# DRAFT AIA® Document A305® – 2020

## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

### SUBMITTED BY:

(Organization name and address.)

«Johnson Construction Services  
1524 N. CR 810  
Alvarado, TX 76009 »

### SUBMITTED TO:

(Organization name and address.)

«City of Crowley  
201 E. Main St.  
Crowley, TX 76036 »

### TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

«General Contracting »

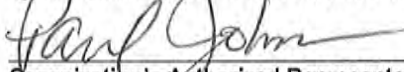
### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- [ ☒ ] Exhibit A – General Information
- [ ☒ ] Exhibit B – Financial and Performance Information
- [ ☒ ] Exhibit C – Project-Specific Information
- [ ☒ ] Exhibit D – Past Project Experience
- [ ☐ ] Exhibit E – Past Project Experience (Continued)

### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.



Organization's Authorized Representative  
Signature

« »  
Date

9/19/23

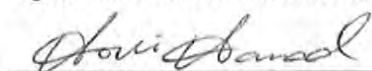
« Paul Johnson COO »  
Printed Name and Title

### NOTARY

State of: « TX »

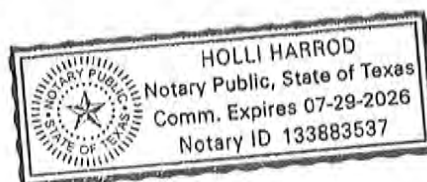
County of: « Tarrant »

Signed and sworn to before me this « 9 » day of « 09 » 2023



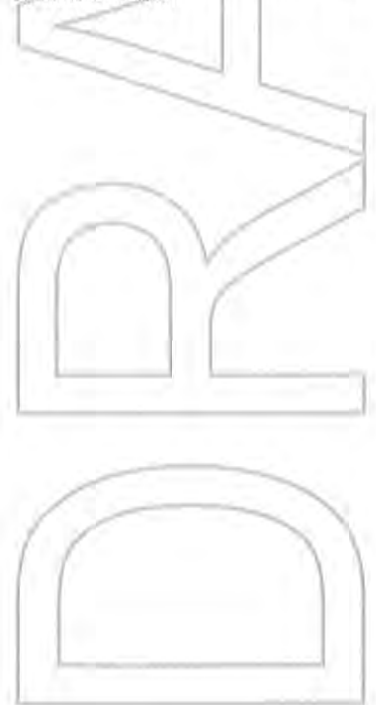
Notary Signature

My commission expires: « 7/29/2026 »



ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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# DRAFT AIA® Document A305® – 2020

## Exhibit A

### General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by «Johnson Construction Services, LLC » and dated the «nineteenth » day of «September » in the year «2023 »

(In words, indicate day, month and year.)

#### § A.1 ORGANIZATION

##### § A.1.1 Name and Location

###### § A.1.1.1 Identify the full legal name of your organization.

«Johnson Construction Services, LLC  
1524 N. CR 810  
Alvarado, TX 76009 »

###### § A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

«NA »

###### § A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

«JS Construction 1999-2013 »

###### § A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

«1524 N. CR 810, Alvarado, TX 76009 »

##### § A.1.2 Legal Status

###### § A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

«Sole proprietorship »

- 1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

« »

- 2 If your organization is a partnership, identify its partners and its date of organization.

« »

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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- .3 If your organization is individually owned, identify its owner and date of organization.

«Christina Johnson, CEO & Paul Johnson, COO – April 2017 »

- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

« »

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

«NO »

#### § A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

«24 »

§ A.1.3.2 How many full-time employees work for your organization?

« 4 »

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

«236118 Residential Remodeler General Contractor, 236220 Commercial and Institutional Building Construction »

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

«NO »

#### § A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

«\$1,052,293.11 »

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

«\$724,781.83 »

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

«\$1,891,000.00 »

#### § A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

« »



§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

«We have a great working relationship with dozens of sub-contractors. We have a team with decades of experience that will be overseeing the project. We have a track record of repeat clients and are a preferred services provider for Bimbo Bakeries »

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

«We can. We have a dedicated contract architect with over 25 years of experience in house. »

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

«We have consultants who can provide BIM services »

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

«We do not, but if the client desires the service, we would use Procore for an additional fee to cover expenses. »

#### § A.4 REFERENCES

§ A.4.1 Identify three client references:

*(Insert name, organization, and contact information)*

«Bimbo Bakeries  
7301 S. Freeway,  
Ft. Worth, TX  
Michael Flynn, 817-659-8314 michael.flynn@grupobimbo.com

City of Grand Prairie  
William Hills, City Manager: 972-237-8000

Generations Church  
2001 E. Main St.  
Crowley, TX 76036  
C.B. Glidden: 817-297-7003 x 103 »

§ A.4.2 Identify three architect references:

*(Insert name, organization, and contact information)*

«Kevin Parma  
Parma Design Group: 214-769-0318 »

§ A.4.3 Identify one bank reference:

*(Insert name, organization, and contact information)*

«Pinnacle Bank Texas  
1403 W. Henderson  
Cleburne, TX 76033  
Amber Witte 817-202-7038 »

§ A.4.4 Identify three subcontractor or other trade references:

*(Insert name, organization, and contact information)*

«[The Home Depot](#)  
[Gary Margolis 817-829-9048](#)

[Hull Electric](#)  
[Michael Hull: 817-253-5470](#)

[Raines Plumbing LLC](#)  
[Damien Raines: 817-361-3092](#)

[DFW Contracting](#)  
[Jimmy Lucas 817-878-2653](#) »

DRAFT



# DRAFT AIA® Document A305® – 2020

## Exhibit B

### Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by « Johnson Construction Services, LLC » and dated the « nineteenth » day of « September » in the year « 2023 »

(In words, indicate day, month and year.)

#### § B.1 FINANCIAL

##### § B.1.1 Federal tax identification number:

« 82-1226594 »

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

« Attached documents  
Lydia Martinez, CPA 817-926-8187 »

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

« No »

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

« Dun and Bradstreet: 079961938 »

#### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

« No »

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

« No »

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- .2 been terminated for any reason except for an owners' convenience?

«No »

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

«No »

- .4 filed any lawsuits or requested arbitration regarding a construction project?

«No »

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:  
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?

«No »

- .2 had any business or professional license subjected to disciplinary action?

«No »

- .3 been penalized or fined by a state or federal environmental agency?

«No »

# Johnson Construction Services

## Balance Sheet

As of July 11, 2023

	Jul 11, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Johnson Construction SBA	230,518.22
Pinnacle Business Checking	115,826.75
Total Checking/Savings	346,344.97
Accounts Receivable	
11000 · Accounts Receivable	-29,745.16
Total Accounts Receivable	-29,745.16
Total Current Assets	316,599.81
Fixed Assets	
13500 Truck	95,381.02
14000 · Heavy Equipment	176,116.38
14500 · Fence for Trailers	1,100.00
14700 · Carport	2,759.90
15000 · Furniture and Fixture	4,826.46
16900 · Accumulated Depr- Trucks	-55,448.00
17000 · Accumulated Depr - Equipment	-71,847.65
17100 · Accumulated Depr- Furn & Fixt	-12,412.46
17200 · Accumulated Depr - Land Impr.	-7,788.03
Total Fixed Assets	132,687.62
Other Assets	
11200 · Investments	43,959.60
Total Other Assets	43,959.60
<b>TOTAL ASSETS</b>	<b>493,247.03</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	-273.15
Total Other Current Liabilities	-273.15
Total Current Liabilities	-273.15
Long Term Liabilities	
25100 · SBA LOAN- PINNACLE	431,587.50
25800 · Capital One- Hylander	270.00
26000 · BOA Truck loan	8.98
2700 · Us Bank/Momentum Trailer	312.61
Total Long Term Liabilities	432,179.09
Total Liabilities	431,905.94
Equity	
30000 · Opening Balance Equity	4,764.71
30800 · Owners Draw	-4,393.89
32000 · Owners Equity	56,340.81
Net Income	4,485.18
Total Equity	61,196.81
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>493,102.75</b>

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09/19/23

Cash Basis

# Johnson Construction Services

## Balance Sheet

As of December 31, 2022

	Dec 31, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Johnson Construction SBA	292,961.75
Pinnacle Business Checking	51,390.02
Total Checking/Savings	344,351.77
Accounts Receivable	
11000 · Accounts Receivable	-29,745.16
Total Accounts Receivable	-29,745.16
Total Current Assets	314,606.61
Fixed Assets	
13500 Truck	95,381.02
14000 · Heavy Equipment	176,116.38
14500 · Fence for Trailers	1,100.00
14700 · Carport	2,759.90
15000 · Furniture and Fixture	4,826.46
16900 · Accumulated Depr- Trucks	-55,448.00
17000 · Accumulated Depr - Equipment	-71,847.65
17100 · Accumulated Depr- Furn & Fixt	-12,412.46
17200 · Accumulated Depr - Land Impr.	-7,788.03
Total Fixed Assets	132,687.62
Other Assets	
11200 · Investments	43,959.60
Total Other Assets	43,959.60
<b>TOTAL ASSETS</b>	<b>491,253.83</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	1,818.10
Total Other Current Liabilities	1,818.10
Total Current Liabilities	1,818.10
Long Term Liabilities	
25100 · SBA LOAN- PINNACLE	431,587.50
25800 · Capital One- Hylander	270.00
26000 · BOA Truck loan	8.98
2700 · Us Bank/Momentum Trailer	312.61
Total Long Term Liabilities	432,179.09
Total Liabilities	433,997.19
Equity	
30000 · Opening Balance Equity	4,764.71
30800 · Owners Draw	-3,993.16
32000 · Owners Equity	-12,203.93
Net Income	68,689.02
Total Equity	57,256.64
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>491,253.83</b>

10:57 AM  
09/19/23  
Cash Basis

**Johnson Construction Services**  
**Profit & Loss**  
January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
11200 Other Income	9,558.21
40500 Customer Refund	-1,385.00
42600 Construction Income	2,680,192.08
Total Income	2,688,365.29
Cost of Goods Sold	
50100 Blueprints and Reproduction	79.99
50400 Construction Materials Costs	681,994.45
50800 Equipment Rental for Jobs	4,666.68
51900 Other Construction Costs	11,723.25
53600 Subcontractors Expense	1,642,868.79
53800 Tools and Small Equipment	19,948.33
54100 Worker's Compensation Insurance	-312.10
Total COGS	2,360,969.39
Gross Profit	327,395.90
Expense	
60200 Gas	18,353.70
60800 Postage & Deliveries	151.40
66800 Advertising & Promotions	4,433.53
69000 Charitable Contributions	3,556.06
60100 Auto and Truck Expenses	26,090.46
60200 Tolls	1,005.80
60201 Travel	1,559.16
60202 Gifts	973.74
60300 Auto Insurance	11,263.13
60400 Bank Service Charges	75.23
61000 Business Licenses and Permits	850.00
63300 Insurance Expense	12,439.76
63400 Interest Expense	17,795.32
63500 Late Fees	29.00
63600 Registration & Tags	1,192.90
64000 Membership	283.00
64300 Meals and Entertainment	11,394.76
64900 Office Supplies	3,340.30
66000 Payroll Expenses	101,567.42
66100 Payroll Taxes	7,826.47
66700 Professional Fees	1,610.00
66900 Reconciliation Discrepancies	43.29
67200 Repairs and Maintenance	14,126.00
67300 Life Insurance	4,800.00
67400 Uniforms	4,304.08
68100 Telephone Expense	5,814.47
68200 INTERNET	624.06
68300 Website Maintenance	1,475.48
68600 Utilities	1,728.36
Total Expense	258,706.88
Net Ordinary Income	68,689.02
Net Income	68,689.02

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09/19/23  
Cash Basis

**Johnson Construction Services**  
**Balance Sheet**  
As of December 31, 2021

	Dec 31, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Johnson Construction SBA	158,666.21
Pinnacle Business Checking	17,863.20
Total Checking/Savings	176,529.41
Accounts Receivable	
11000 · Accounts Receivable	-37,732.16
Total Accounts Receivable	-37,732.16
Total Current Assets	138,797.25
Fixed Assets	
13500 Truck	76,381.02
14000 · Heavy Equipment	162,750.91
14500 · Fence for Trailers	1,100.00
14700 · Carport	2,759.90
15000 · Furniture and Fixture	4,826.46
16900 · Accumulated Depr- Trucks	-55,448.00
17000 · Accumulated Depr - Equipment	-71,847.65
17100 · Accumulated Depr- Furn & Fixt	-12,412.46
17200 · Accumulated Depr - Land Impr.	-7,788.03
Total Fixed Assets	100,322.15
Other Assets	
11200 · Investments	36,009.60
Total Other Assets	36,009.60
<b>TOTAL ASSETS</b>	<b>275,129.00</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	1,781.84
Total Other Current Liabilities	1,781.84
Total Current Liabilities	1,781.84
Long Term Liabilities	
25100 · SBA LOAN- PINNACLE	231,587.50
25800 · Capital One- Hylander	5,675.09
26000 · BOA Truck loan	2,567.56
2700 · Us Bank/Momentum Trailer	42,461.89
Total Long Term Liabilities	282,292.04
Total Liabilities	284,073.88
Equity	
30000 · Opening Balance Equity	4,764.71
30800 · Owners Draw	-1,505.66
32000 · Owners Equity	11,416.64
Net Income	-23,620.57
Total Equity	-8,944.88
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>275,129.00</b>

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09/19/23  
Cash Basis

**Johnson Construction Services**  
**Profit & Loss**  
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
11200 Other Income	7,430.94
42600 Construction Income	1,796,906.03
Total Income	1,804,336.97
Cost of Goods Sold	
50100 Blueprints and Reproduction	1,378.54
50400 Construction Materials Costs	528,687.52
50800 Equipment Rental for Jobs	2,193.38
51900 Other Construction Costs	4,403.23
53600 Subcontractors Expense	1,075,135.55
53800 Tools and Small Equipment	10,347.21
54100 Worker's Compensation Insurance	-212.30
Total COGS	1,621,933.13
Gross Profit	182,403.84
Expense	
60200 Gas	7,327.45
60800 Postage & Deliveries	96.00
66800 Advertising & Promotions	2,051.82
69000 Charitable Contributions	3,823.80
60100 Auto and Truck Expenses	11,009.34
60200 Tolls	480.00
60201 Travel	621.75
60202 Gifts	489.09
60300 Auto Insurance	9,186.68
60400 Bank Service Charges	764.45
61000 Business Licenses and Permits	960.00
62400 Depreciation Expense	22,706.40
63300 Insurance Expense	9,176.05
63400 Interest Expense	15,338.16
63500 Late Fees	58.00
63600 Registration & Tags	1,149.71
64000 Membership	494.44
64300 Meals and Entertainment	5,818.22
64900 Office Supplies	2,865.95
66000 Payroll Expenses	94,597.10
66100 Payroll Taxes	6,668.35
66700 Professional Fees	115.00
66900 Reconciliation Discrepancies	40.00
67200 Repairs and Maintenance	16,011.16
67300 Life Insurance	4,800.00
67400 Uniforms	1,541.72
67500 Damages	562.74
68100 Telephone Expense	3,862.58
68200 INTERNET	1,945.75
68300 Website Maintenance	90.00
68600 Utilities	872.70
Total Expense	225,524.41
Net Ordinary Income	-43,120.57
Other Income/Expense	
Other Income	
72000 PPP Loan Forgiven-Nontaxable	19,500.00
Total Other Income	19,500.00



10:57 AM  
09/19/23  
Cash Basis

**Johnson Construction Services**  
**Profit & Loss**  
January through December 2021

---

	Jan - Dec 21
Other Expense	
80000 · Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	19,500.00
Net Income	-23,620.57



10:55 AM

09/19/23

Cash Basis

**Johnson Construction Services**  
**Balance Sheet**  
As of December 31, 2020

	Dec 31, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Pinnacle Business Checking	11,580.00
Total Checking/Savings	11,580.00
Accounts Receivable	
11000 · Accounts Receivable	-3,400.10
Total Accounts Receivable	-3,400.10
Total Current Assets	8,179.90
Fixed Assets	
13500 Truck	72,381.02
14000 · Heavy Equipment	157,693.69
14500 · Fence for Trailers	1,100.00
14700 · Carport	2,759.90
15000 · Furniture and Fixture	2,488.28
16900 · Accumulated Depr- Trucks	-51,042.00
17000 · Accumulated Depr - Equipment	-55,885.43
17100 · Accumulated Depr- Furn & Fixt	-10,074.28
17200 · Accumulated Depr - Land Impr.	-7,788.03
Total Fixed Assets	111,633.15
Other Assets	
11200 · Investments	32,107.00
Total Other Assets	32,107.00
<b>TOTAL ASSETS</b>	<b>151,920.05</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	288.45
Total Other Current Liabilities	288.45
Total Current Liabilities	288.45
Long Term Liabilities	
25100 · SBA LOAN- PINNACLE	19,500.00
25800 · Capital One- Hylander	12,378.87
26000 · BOA Truck loan	10,111.16
26500 · Loan From Owner	35,067.75
2700 · Us Bank/Momentum Trailer	58,392.47
Total Long Term Liabilities	135,450.25
Total Liabilities	135,738.70
Equity	
30000 · Opening Balance Equity	4,764.71
30800 · Owners Draw	-12,509.06
32000 · Owners Equity	32,011.40
Net Income	-8,085.70
Total Equity	16,181.35
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>151,920.05</b>

10:56 AM  
09/19/23  
Cash Basis

**Johnson Construction Services**  
**Profit & Loss**  
January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
11200 Other Income	2,614.29
42600 Construction Income	1,505,709.23
Total Income	1,508,323.52
Cost of Goods Sold	
50100 Blueprints and Reproduction	903.64
50400 Construction Materials Costs	357,903.50
50800 Equipment Rental for Jobs	2,705.90
51900 Other Construction Costs	7,366.07
53600 Subcontractors Expense	964,211.38
53800 Tools and Small Equipment	4,852.30
Total COGS	1,337,942.79
Gross Profit	170,380.73
Expense	
60200 Gas	6,259.92
60800 Postage & Deliveries	55.00
66800 Advertising & Promotions	835.66
69000 Charitable Contributions	1,952.75
60100 Auto and Truck Expenses	5,789.12
60200 Tolls	492.86
60201 Travel	167.96
60202 Gifts	86.55
60300 Auto Insurance	2,878.59
60400 Bank Service Charges	904.37
61000 Business Licenses and Permits	430.00
62400 Depreciation Expense	24,311.49
63300 Insurance Expense	8,440.32
63400 Interest Expense	8,800.18
63500 Late Fees	28.00
63600 Registration & Tags	870.09
64000 Membership	1,213.56
64300 Meals and Entertainment	3,765.96
64900 Office Supplies	2,173.29
66000 Payroll Expenses	77,251.60
66100 Payroll Taxes	6,793.21
66700 Professional Fees	720.00
67200 Repairs and Maintenance	11,902.26
67300 Life Insurance	4,800.00
67400 Uniforms	316.76
68100 Telephone Expense	4,629.43
68200 INTERNET	1,676.38
68300 Website Maintenance	90.00
68600 Utilities	831.12
Total Expense	178,466.43
Net Ordinary Income	-8,085.70
Other Income/Expense	
Other Expense	
80000 Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	-8,085.70

# DRAFT AIA® Document A305® – 2020

## Exhibit C

### Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by «Johnson Construction Services » and dated the «19th » day of «September » in the year «2023 »  
(In words, indicate day, month and year.)

#### PROJECT:

(Name and location or address.)

«Crowley City Hall Remodel »  
«201 E. Main St., Crowley TX 76036 »

#### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

« »

#### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

«Construction Manager at Risk »

#### CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

«No none conflicts of interest »

#### § C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

«2017 »

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

«4 »

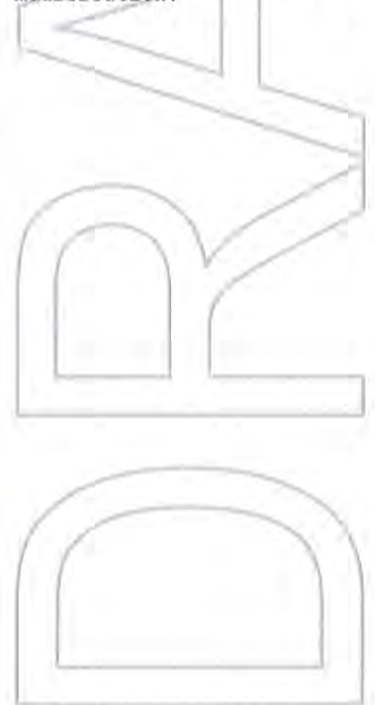
§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

«N/A »

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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« See attached resumes »

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

«General Labor, misc. items, no work which requires a license »

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

«See attached sub-contractor list »

## § C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

«\$1,052,293.11 »

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

«\$724,781.83 »

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

«\$2,891,197.92 »

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

«2023 – 132 Jobs

2022 – 186 Jobs

2021 – 134 Jobs

2020 – 138 Jobs

2019 – 143 Jobs

Largest project \$480,000 »

## § C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

« N/A »

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

«N/A »

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

**§ C.4 INSURANCE**

**§ C.4.1** Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

**§ C.4.2** If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

«Yes »

**§ C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

«No »

**§ C.5 SURETY**

**§ C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?

«Yes »

**§ C.5.2** Surety company name:

«Tucker Agency »

**§ C.5.3** Surety agent name and contact information:

«Steven Tucker, 817-336-8520 »

**§ C.5.4** Total bonding capacity:

«\$3,000,000 »

**§ C.5.5** Available bonding capacity as of the date of this qualification statement:

«\$2.5M »



September 19, 2023

RE: P C JOHNSON CONSTRUCTION SERVICES LLC

Thank you for your inquiry. I have researched our files and have determined that:

Due to insufficient premium, P C JOHNSON CONSTRUCTION SERVICES LLC does not qualify for a 05/11/2023 experience modification.

Please refer to the ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***, Rule 2-A-2, State Table of Subject Premium Eligibility Amounts, for complete details.

The qualifications for Texas are \$10,000 for the last year or two years, or \$5,000 for an average within the experience period.

In view of the information provided above, per Rule 1-C-8, of the ***Experience Rating Plan Manual***, a unity modification of 1.0 applies.

If you have any questions, please contact our office at 800-622-4123 and select the Experience Rating option or via [modmail@ncci.com](mailto:modmail@ncci.com).

Sincerely,



**Catherine Timothee**

Client Service Analyst, Customer Operations

**National Council on Compensation Insurance**

***The Source You Trust***

901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362

800-622-4123, Option 4

[modmail@ncci.com](mailto:modmail@ncci.com) | [NCCI.com](http://NCCI.com)







# AIA Document A305 - 2020 Exhibit D

## Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	Bimbo Bakeries	Kent custom Build	Voss custom Build	Walton law offices
PROJECT LOCATION	DFW	Cleburne	Granbury	Burleson
PROJECT TYPE	Contract Services	New Home	Home addition	Law office Build
OWNER	BBU	Kai Kent	Kent Voss	James Walton
ARCHITECT	N/A	Robert Tate	Robert Tate	N/A
CONTRACTOR'S PROJECT EXECUTIVE	Mike Flynn			
KEY PERSONNEL (include titles)	Paul Johnson Bene Johnson	Bill Lawrence Paul Johnson	Bill Lawrence Paul Johnson	Paul Johnson Bill Lawrence
PROJECT DETAILS	Contract Amount \$2M+ Completion Date 9/23 % Self-Performed Work	Contract Amount \$460,000 Completion Date 5/23 % Self-Performed Work	Contract Amount \$480,000 Completion Date 10/23 % Self-Performed Work	Contract Amount \$135,000 Completion Date 11/22 % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input checked="" type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

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User Notes:



# PAUL JOHNSON

Owner/ COO

## EDUCATION

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**Crowley High**

1986 - 1989

High School Degree

**Tarrant County College**

1990 - 1992

Business Management

## WORK EXPERIENCE

---

**Lone Star Gas Service Technician**

1989-1994

Service Tech in the field troubleshooting and service connections

**Royal General Contractors Superintendent**

1994-1996

Project management of commercial finish outs

**Fort Worth Restoration Project Manager**

1996-1999

Project Management of multiple crew leaders and restoration projects

**Johnson Construction Services Owner/ COO**

1999-2023

Design, build, project management of Residential and commercial projects

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## ROBERT TATE

### Registered Texas Architect, 2009 - Present

Bachelor of Science in Architecture, University of Texas at Arlington 1997

Member of the American Institute of Architects

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## BACKGROUND

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Robert has been practicing architecture and working in construction for over 25 years. He has extensive knowledge in Project Management and Construction Administration. From 2005 to 2023, he worked daily with the design team and consultant engineers to produce the documents for construction, oversee the bid process, meet with the clients, and oversee the costs, quality, and schedule for many projects. He has communicated project status to various officials and has done so for County Commissioners and City Administrators. As Project Architect, he has worked with the following cities on various projects such as Service Centers, Fire Stations, Police Stations, Offices, Courthouses and Parks Buildings for: Mansfield, Burleson, Crowley, Grand Prairie, Fort Worth, Lewisville, Watauga, Carrollton and Waxahachie. He enjoys being the advocate of the client as their advisor in the process of constructing their facilities.

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## PROFESSIONAL EXPERIENCE

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### Project Architect / Manager

*Magee Architects, L.P.*

2005- 2023

[www.magee-architects.com](http://www.magee-architects.com)

Perform all aspects pertaining to the practice of architecture on projects ranging from \$500K - \$16M which include the following:

- o Complete all phases of construction documents while coordinating and working with Structural Engineers, Mechanical and Electrical Engineers, Civil Engineers and other consultants depending on the project.
  - o Code Analysis and constructability working with the budget.
  - o TAS and ADA compliance.
  - o Meet with clients throughout the process of design and construction and stay connected through meetings and email communications.
  - o Manage the production of the design team to complete the contract documents and procure bids and obtain regulatory approval.
  - o Oversee the general contractor in all phases of construction from pre-construction through closeout and the warranty phase of the work.
  - o Document and conduct jobsite meetings with clients, Project Managers, Superintendents and Consultants.
  - o Review all payment applications and visit the job sites to verify completion of various phases of construction.
  - o Review and prepare change orders submitted from the contractors. During the review process, verify the costs of the labor, consult various trades to confirm numbers, evaluate the quantities and accuracy of materials and verify documentation of work by the contractor.
- 

## RECENT PROJECTS – (Past 10 Years)

---

- |  |                |
|--|----------------|
| o Rosemeade Rec. Ctr. Addition, Carrollton- Const. Documents, Contract Admin.                  | Budget: \$7.1M |
| o Rosemeade Rainforest Aquatics Bldg, Carrollton- Const. Documents, Contract Admin.            | Budget: \$2.5M |
| o Carrollton City Hall Remodel – Project Architect, Contract Admin.                            | Budget: \$1.2M |
| o Mansfield StarCenter: Community Ice Rink- Const. Admin. Architect                            | Budget: \$16M  |
| o Mansfield Fieldhouse USA: Basketball / Volleyball Facility- Const. Admin. Architect          | Budget: \$11M  |
| o Mansfield Service Center: Offices and Equipment for all city service departments             | Budget: \$12M  |
| o Mansfield Tactical Training Range and Dispatch Additions- Const. Admin. Architect            | Budget: \$2.4M |
| o Johnson County Precinct 3 Sub-Courthouse- Const. Admin. Architect                            | Budget: \$2.5M |
| o Johnson County Adult Probation- Project Architect and Const. Admin.                          | Budget: \$4.2M |
| o Johnson County Precinct 1 Sub-Courthouse & Guinn Justice Center 3 <sup>rd</sup> Floor Finish | Budget: \$2.5M |
- 

### Disposition

- o Robert works to be a positive leader with a focus on team building and support for each employee. His desire is to lead by example and to work alongside co-workers, clients, and sub-contractors to achieve a successful outcome for the project and to do so with a humble spirit and drive for excellence.
-

## Profile

Project Assignment	Project Manager
Present Position/Title	Project Manager
Security Clearance	Top Secret
Work Experience	17 years of Construction Experience

## Education, Training, and Certifications

**Masters of Engineering in Construction Engineering Management**  
University of Alabama at Birmingham - Birmingham, Alabama

**Bachelor of Science in Wildlife Management**  
Texas Tech University – Lubbock, Texas

**OSHA 30-Hour Training Certificate**

## Experience

### DLB Construction, LLC

**Mar 2023 – Present**                      **President, Managing Member**  
*Fort Worth, Texas – Corporate Office*

Responsible for steering the company towards success by making strategic decisions, managing resources effectively, and ensuring that projects are completed to the highest standards of quality and safety.

### B.L. Harbert International, LLC

**Jan 2023 – Present**                      **Project Manager**

*U.S. Embassy Compound – Kinshasa, Democratic Republic of Congo*                      **\$535 Million**

Responsible for overall project planning, health, safety, quality control, and achieving project schedule milestones.

Responsible for overall cost control for the project, and management of project resources. Serves as primary jobsite point of contact for the USG management staff, and responsible for maintaining a positive working relationship with the client. Also responsible for the coordination and management of all subcontractor resources on the project.

**Dec 2019 – Present**                      **Project Manager**

*U.S. Embassy Compound – Windhoek, Namibia*                      **\$198 Million**

Responsible for overall project planning, health, safety, quality control, and achieving project schedule milestones.

Responsible for overall cost control for the project, and management of project resources. Serves as primary jobsite point of contact for the USG management staff, and responsible for maintaining a positive working relationship with the client. Also responsible for the coordination and management of all subcontractor resources on the project.

**Feb 2017 – Nov 2019**                      **Project Engineer**

*U.S. Embassy Compound – Ankara, Turkey*                      **\$213 Million**

Served as the Project Manager's deputy onsite. Responsible for coordination and procurement of all divisions of work. Responsible for the development, maintenance, and updating of the project schedule in coordination with the Project Controls Engineer. Provided oversight of all document control procedures onsite. Assisted in the coordination of subcontractor activities onsite. Provided oversight of commissioning and closeout processes. Assisted in the preparation of cost proposals in response to USG's RFPs. Prepared the monthly payment applications for review by the Project Manager.



**Nov Aug 2016 – Feb 2017      Project Engineer**

*U.S. Embassy Compound – Pristina, Kosovo*

Served as the Project Manager's deputy onsite. Responsible for coordination of the design development processes with ongoing field operations. Assisted in the coordination of subcontractor activities onsite. Responsible for material procurement and expediting. Assisted in the preparation of cost proposals in response to USG's RFPs.

**Nov 2013 – July 2016      Project Controls Engineer**

*U.S. Embassy Compound – Paramaribo, Suriname*

*\$135 Million*

Worked in close cooperation with BLHI's Project Manager, superintendents, subcontractors, and material suppliers during the development of the project execution schedule, and the monitoring of the project's critical path. Worked with key members of BLHI's project team to create plans for project procurement, construction, and commissioning activities. Responsible for the preparation of the schedule updates and reports required by the contract. Responsible for recording and reporting actual performance progress, and forecasting completion of work based on the performance to date. Prepared evaluations of potential time impacts from change issues or unanticipated conditions in the field. Assists the project manager and project engineer to analyze cost and potential time issues associated with USG RFP's. Prepared the monthly payment applications for review by the Project Manager.

**Linbeck**

**2012 - 2013**

**VDC Model Coordinator / Office Engineer**

*Tobin Center for the Performing Arts – San Antonio, Texas*

*+/- \$180 Million*

Responsible for the preparation of the schedule updates and reports required by the contract. Prepared short-term look-ahead schedules for use by field forces and subcontractors. Responsible for recording and reporting actual performance progress, and forecasting completion of work based on the performance to date. Coordination of trades in 3D model using Navisworks, Revit, and AutoCAD software. Successfully coordinated MEPF, architectural, structural, and theatrical aspects of the building. Managed various subcontractors through drawing review, submittal, and RFI processes.

**2009 - 2011**

**Lead Field Engineer / Surveyor / Superintendent**

*Cook Children's Medical Center:*

*North Tower, North Parking Garage, Dodson Medical Office Bldg. – Fort Worth, Texas*

*+/- \$200 Million*

Established and managed a team of field engineers. Procured materials, managed schedule, close out, turnover, and punch list activities. Responsible for the finish out of the basement level at the Dodson Clinic. Managed the construction of six operating rooms, 46 prep/recovery rooms, 2 MRIs, 1 MEG unit, and high-end finish atrium. Managed schedule updates and built recovery schedule allowing for successful turnover on the project schedule.

**2008 - 2009**

**Field Engineer / Surveyor**

*Margot & Bill Winspear Opera House – Dallas, Texas*

*+/- \$150 Million*

Established and successfully implemented quality assurance / quality control procedures for both structural and architectural elements of the building. Responsible for the layout and QA/QC of all trades.

**City of Denton Engineering Department**

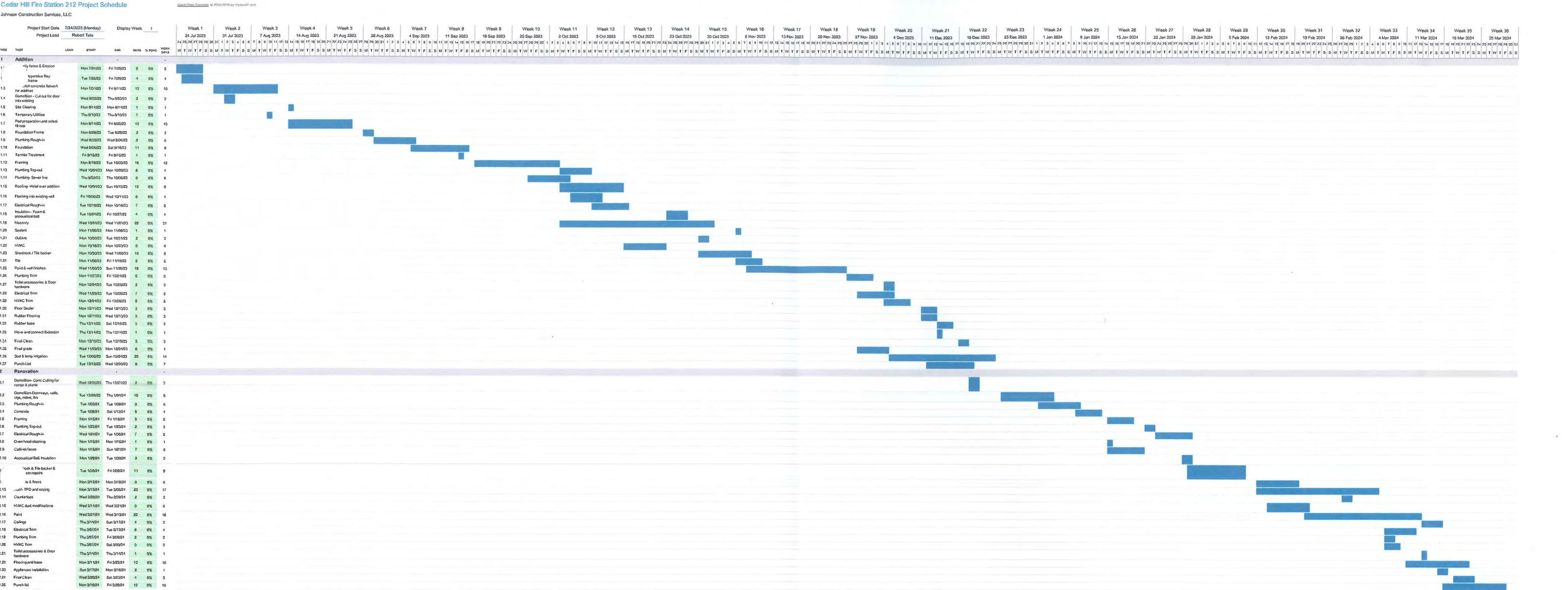
**2006 - 2007**

**Internship**

*Mechanical Engineering Department*

Internship with the Water and Wastewater Department for the City of Denton during summer/winter 2006 and summer 2007. Aided in field survey, design, installation, and quality control of water and wastewater systems.





EXAMPLE

RFP 2023-340-1 Cedar Hill Fire Station 212				6/23/2023 Add 1
<b>SCHEDULE OF VALUES</b>				
0001	PERMITTING			Owner
0002	PLAN REVIEW- HOA			
0003	PLANS / ENGINEERING			
0004	INTERIOR DESIGN			
0005	SURVEYING			
0006	GEOTECHNICAL SERVICES / TESTING			Owner
0007	CHEMICAL / WATER INJECTION			
0008	SITE CLEARING			\$2,000.00
0009	DRAINAGE / FRENCH DRAINS			
0010	RETAINING WALLS			
0011	DEMO - CONC CUTTING			\$6,250.00
0012	DEMO - FLOORING	Juan		\$4,000.00
0013	PAD & Select fill cap	excavate, re-condition, re-compact, cap		\$8,000.00
0014	TEMPORARY UTILITIES			\$2,000.00
0015	SITE MATERIAL PROTECTION	temporary fence, erosion control		\$4,500.00
0016	GENERAL LABOR / JOBSITE CLEANING			\$4,000.00
0017	PORTABLE TOILET			\$1,600.00
0018	JOB PROTECTION			\$4,000.00
0019	DUMPSTER	8x\$400- not for roofer		\$3,200.00
0020	UTILITIES			Owner
0021	TERMITE TREATMENT			\$475.00
0022	FOUNDATION PIERS			
0023	FOUNDATION CONCRETE & ACCESSORIES	Atlantic Supply + conc		\$7,920.00
0024	FOUNDATION LABOR			\$8,000.00
0025	MISC. CONCRETE / FLATWORK			\$1,000.00
0026	SEPTIC SYSTEM / TAP FEES			
0027	PLUMBING FIXTURES			
0028	PLUMBING LABOR AND MATERIAL	Damian		\$44,876.00
0029	ELEC FIXTURES			
0030	ELEC LABOR AND MATERIAL	Hull		\$43,500.00
0031	STRUCTURAL STEEL & LABOR	Bracket rework, lintel @ cut out of exist		\$2,000.00
0032	MISC. STEEL	lintels		\$450.00
0033	FRAMING MATERIAL-SHEATHING,etc	and roof decking		\$2,520.00
0034	FRAMING MATERIAL-Metal & exist bldg	HD for wood, T-5 Dist for metal		\$11,500.00
0035	FRAMING LABOR	A1		\$14,500.00
0036	MISC. CARPENTRY			\$500.00



0037	WALL INSULATION	Lobo			\$2,516.00	
0038	ROOF INSULATION-Foam ceiling	Lobo			\$2,005.00	
0039	WATERPROOFING					
0040	SHEETMETAL AND FLASHING	along wall to addition			\$2,500.00	
0041	DOORS EXTERIOR				\$5,950.00	
0042	ROOFING LABOR AND MATERIAL	75 sq + metal + coping			\$70,225.00	
0043	GUTTERS				\$800.00	
0044	MASONRY LABOR	Fermin			\$3,200.00	
0045	MASONRY MATERIAL	Acme - Shenandoah, sand, mortar			\$5,900.00	
0046	H.V.A.C.	Jimmy			\$10,000.00	
0047	INSULATION - batt / acoustical				\$1,000.00	
0048	SHEETROCK LABOR AND MATERIAL				\$4,575.00	
0049	TAPE BED AND TEXTURE	See sheetrock number				
0050	DOORS	All- see notes w/Add 1			\$6,500.00	
0051	INTERIOR TRIM					
0052	HOOD & DUCT CLEANING				\$3,000.00	
0053	TRIM LABOR					
0054	CEILINGS-REMOVE REPLACE				\$2,800.00	
0055	CABINETS	Faces			\$2,800.00	
0056	CABINET HARDWARE	in cabinet number- Liberty bow per spec				
0057	SPECIALTY HARDWARE	Asko gas cut-off valve and Damian install			\$880.00	
0058	COUNTERTOPS	Silestone allowance \$65/ft			\$6,525.00	
0059	TILE labor&mat - WALLS AND SHOWERS				\$3,300.00	
0060	TILE - FLOORS	exist bathroom			\$800.00	
0061	FLOOR - SPECIALTY TSC RUBBER	Rubber mats from TSC			\$1,850.00	
0062	SHOWER DOORS					
0063	RUBBER BASE L&M	6"			\$1,400.00	
0064	PAINTING LABOR AND MATERIAL	Alex			\$35,640.00	
0065	FLOORING LABOR AND MATERIAL	Juan numbers - see notes			\$10,000.00	
0066	APPLIANCES				Alternate	*
0067	APPLIANCE INSTALLATION				Alternate	*
0068	EXTRACTOR RELOCATION				\$200.00	
0069	DOOR HARDWARE	See doors				
0070	BATH HARDWARE / ACCESSORIES	includes labor grab bars, etc.			\$2,000.00	
0071	HARDWARE LABOR AND LOCKING	Self perform			\$1,200.00	
0072	FLOOR - SEAL CONCRETE	Self perform L&M			\$650.00	
0073	WINDOWS	Self perform			\$1,750.00	
0074	APPARATUS LIGHTING REPLACEMENT				Alternate	*
0075	WOOD STUDS ALTERNATE				Alternate	*
0076						
0077	ANSUL SYSTEM				Alternate	*
0078	FIRE ALARM / DATA / LOW VOLTAGE	Steve Haskins			\$5,800.00	



0079	FINAL GRADING				\$1,800.00	
0080	BARRICADES					
0081	IRRIGATION	temporary			\$1,000.00	
0082	LANDSCAPING	sod, 2400 sqft			\$2,400.00	
0083	MISC. TRIM MATERIAL				\$250.00	
0084	MISC. CONSTRUCTION MATERIAL				\$800.00	
0085	FINAL CLEAN				\$1,500.00	
0086	RENTAL EQUIPMENT				\$1,100.00	
	SUB-TOTAL				\$381,407.00	
0101	PROJECT SUPERVISION + MANAGE				\$56,000.00	
0102	BONDS - PAYMENT & PERFORMANCE				\$14,000.00	
0084	GC CONTINGENCY				\$6,000.00	
0103	BUILD RISK, COMM AUTO, GEN. LIABILITY				\$9,000.00	
0104	OFFICE OVERHEAD & PROFIT			\$19,200.00		
	<b>TOTAL</b>				<b>\$485,607.00</b>	
Alt AA1	Apparatus Lighting - original bid price	*owner fixture selection approval needed			\$2,684.00	
Alt AA2	Ansul System				Deleted Add1	
Alt AA3	Wood studs				-\$4,000.00	
Alt AA4	Appliances - Total including installation	updated for requested oven			\$13,400.00	
Alt AA5	Standing Seam Add vs. R-Panel				\$3,200.00	
*	Rock Clause for sewer line	\$180/hr, Max. \$5,500			TBD	
	<b>TOTAL WITH ALTERNATES (AND SELECTED OVEN)</b>				<b>\$498,207.00</b>	

## Subcontractors

Lone Star Landscape	817-863-5609
Delgado Landscape	817-995-8126
JH Group Landscape	817-991-0254
Vasquez Concrete	817-501-2790
Professional Concrete	817-769-7144
Fort Worth Concrete	817-383-8194
Basden Steel	817-295-6100
Structural Steel Products	817-332-7417
Nasco Steel	817-332-7069
Fermin Masonry	214-283-7225
Santos Masonry	817-318-7698
Gerado Masonry	682-433-3271
DFW Contracting	817-878-2653
Artech HVAC	817-808-3813
Gray HVAC	817-996-9955
Raines Plumbing	817-880-3968
Lackey Plumbing	817-933-0820
Rick's Plumbing	817-558-9093
Hull Electric	817-253-5470
Reese Electric	817-297-3092
Stovall Electric	713-805-3170
AA Fire Extinguishers	903-461-1685
Service Fire Extinguishers	972-253-3456
Crisp Ladew	817-572-3663
Azle Fire spinklers	817-629-1727
Brannon Fire Sprinklers	325-280-5116
Lone Star Fire sprinklers	817-595-1440



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> TWFG- Eric Matthews Insurance Agency PO Box 2919 Burleson, TX 76097 (817)783-3369	<b>CONTACT NAME:</b> Eric Matthews	
	<b>PHONE (A/C No. Ext.):</b> (817)783-3369	<b>FAX (A/C No.):</b> (817)783-3144
	<b>E-MAIL ADDRESS:</b> ematthews@twfg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Evanston Insurance Company	
<b>INSURED</b> PC Johnson Constuction Services LLC 1524 N CR 810 Alvarado, TX 76009	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3AA636273	01/29/2023	01/29/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
	OED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Carpentry, Interior

Market's Contractor Package included: Blanket Additional Insured's &amp; Blanket Waiver of Subrogation.

**CERTIFICATE HOLDER****CANCELLATION**

PC Johnson Construction Services LLC 1524 N CR 810 Alvarado, Tx 76009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Colin W Rainey <i>Colin W Rainey</i>





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601		<b>CONTACT NAME</b> <b>PHONE</b> (A/C, No, Ext): (800) 688-1984 <b>E-MAIL ADDRESS</b>	<b>FAX</b> (A/C, No): 312-690-4123
<b>INSURED</b> Johnson Construction Services 1524 N. County Rd 810, Alvarado, TX, 76009		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACUIITY, A Mutual Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 14184	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ZP2323	9/28/2022	9/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2023

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<b>PRODUCER</b> Alan Parker Insurance 8101 Boat Club Rd. Ste 240 PMB 309 Fort Worth, TX 76179	<b>CONTACT NAME:</b> Alan Parker	
	<b>PHONE (A/C, No, Ext):</b> 817-281-0036	<b>FAX (A/C, No):</b> 817-281-0460
	<b>E-MAIL ADDRESS:</b> alan@alanparkerinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Texas Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
PC Johnson Construction Services LLC  
1524 N County Road 810  
Alvarado, TX 76009-5814

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	0002015278	05/11/2023	05/11/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Includes WC 42 03 04B - Blanket Texas Waiver of Our Right To Revcover from Others Endorsement

**CERTIFICATE HOLDER****CANCELLATION**

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	<b>AUTHORIZED REPRESENTATIVE</b> Alan Parker

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City of Crowley  
 Crowley City Hall Remodel  
 CMAR Proposal Tabulations

Crowley City Hall Remodel  
 MA 1752-23

Construction Manager	Fee Proposal						BID BOND	Yrs. Bus.	Yrs. CMAR	Suits, Fail. Comp.	Finan. Info.	HUB Bus.	Contract Except.	Sim. Work	Work COC	Certificate Insurance	Note:
	PC	CS %	CSF	FOS	GC	Total											
Pete Durant & Associates	\$2,000	7.00%	\$71,636	\$137,000	\$88,200	\$298,836	NP	49	49	No	√	NO	NP	YES	YES	√	
Johnson Construction Services	\$3,000	6.00%	\$68,700	\$105,000	\$64,200	\$237,900	NP	25	25	No	√	NO	NP	YES	NO	√	

**Notes:**  
 1. \*Computational error  
 2. NP - Not Provided  
 3. PC - Pre-Construction Fee  
 4. CS% - Construction Service Fee Percentage  
 5. CSF - Construction Service Fee  
 6. FOS - Field & Office Staff  
 7. GC - General Conditions  
 8. CMAR - Construction Manager at Risk  
 9. COC - City of Crowley



## BID EVALUATION

### Crowley City Hall Remodel Crowley, Texas

#### \* PROJECT ESTIMATE \*

Evaluation No.	1	2	3	4	5	6	7	8	9	
Construction Manager	Bonding Capacity *10	Qualification Statement A305	Bid *11	Sim Proj. Exp.	Demand Sch Exp.	Chemistry	Local Experience	Meet/Exceed Sched.	City Regulations	Totals
	15 Points	15 Points	15 Points	10 Points	10 Points	15 Points	10 Points	10 Points	5 Points	
Johnson Construction Services	15	14	15	9	10	15	9	10	5	102
Pete Durant & Associates	15	14	11.64	10	10	15	10	10	5	100.64

#### EVALUATION CRITERIA

The selection process is not just fee based but is weighted heavily on other important issues critical to the success of the project. The following are key issues in the Owner's selection decision, not necessarily in priority order:

- |   |                  |
|---|------------------|
| 1. General Contractor Submission of Bonding Documents. GC Bonding Capacity. Builders Risk Insurance | <u>15 Points</u> |
| 2. Contractor Qualification Statements. Completed Submission of AIA A305 with Exhibits              | <u>15 Points</u> |
| 3. Bidding Criteria Compliance. Stipulated Front End Document Requirements                          | <u>15 Points</u> |
| 4. Experience with Municipal Facility Construction.   | <u>10 Points</u> |
| 5. Experience with Demanding Schedules, Critical Timelines & On-Time Substantial Completion.        | <u>10 Points</u> |
| 6. Establishing Chemistry for Teamwork with Owner, Architect & Consultants                          | <u>15 Points</u> |
| 7. Experience Working in the City of Crowley. Ability to coordinate with local Sub-Contractors.     | <u>10 Points</u> |
| 8. Ability to meet and exceed construction schedules for construction.                              | <u>10 Points</u> |
| 9. Knowledge & Experience with City of Crowley. Familiarity with City Construction Regulations.     | <u>5 Points</u>  |

**Total Possible Points 105 Points**

#### Additional Notes:

\*10 Confirmed with Bidders and Bonding Companies can Bond Project, if required.

\*11 Bid Number Evaluation is based on 50% Total Dollars Adjusted and 50% on Fee Percentage.





## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Rachel Roberts					<b>MEETING DATE:</b> Oct. 19, 2023			
<b>DEPARTMENT:</b> Community Development					<b>AGENDA ITEM:</b> VII-2			
<b>SUBJECT:</b> Discuss and authorize a new Interlocal Agreement with Tarrant County Public Health for food service and swimming pool inspections								
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev	<b>RR</b>	PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney	<b>RA</b>	PD		FD		CM/ACM	<b>JT</b>

### **BACKGROUND:**

Crowley has an interlocal agreement with Tarrant County Public Health for food establishment inspections and commercial (public and semi-public) swimming pool inspections. The interlocal agreements we have with TCPH for these inspections need to be updated, as Tarrant County has updated the regulations they work under as well as their fee schedule. The city's food inspections interlocal was last approved in 1996, and the pool inspections agreement was approved in 2010.

As part of updating the interlocal agreement, the city must adopt the health rules in the Texas Administrative Code and the Texas Health and Safety Code. We will bring an ordinance to Council at the next meeting that adopts the regulations as stated in the agreement with Tarrant County

### **RECOMMENDATION:**

Staff recommend approval.

### **FINANCIAL INFORMATION:**

There are no fees to the city for these services (fees are charged by TCPH directly the customer), so there will be no change on our side from that perspective.

### **ATTACHMENTS:**

Interlocal agreement with Tarrant County Public Health

## INTERLOCAL AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

This Interlocal Agreement is between **TARRANT COUNTY** ("**COUNTY**"), and the **CITY** OF \_\_\_\_\_ ("**City**").

WHEREAS, **CITY** is requesting the **COUNTY**'s assistance in providing

- ☐ Food establishment inspection program services
- ☐ Public swimming pool and spa inspection program services
- ☒ Both Food establishment and Public swimming pool and spa inspection program services

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the Parties to enter into this Agreement.

WHEREAS, the Commissioners Court of the **COUNTY** finds this Agreement service a public purpose.

NOW, THEREFORE, the **COUNTY** and **CITY** agree as follows:

### TERMS AND CONDITIONS

#### 1. COUNTY RESPONSIBILITY

The **COUNTY** shall provide

Food establishment inspection program services:

- Provide services, through Tarrant County Public Health, to all public food establishment located within the corporate limits of the **CITY**;
- Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
- Provide certification of establishment for issuance of health permits;
- Notify the **CITY** of violations of the current rules or rules as amended by the Executive Commissioner of Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
- Provide appropriate signs to be posted at public food establishment that do not meet the required standards;
- Document program activities within the **CITY** via periodic reports;
- Collect fees from the inspected establishment;
- Inform **CITY**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner's Court approval; and
- When required by law, verify food establishment manager training and food handler training and certifications.

For Public swimming pool and spa inspection program services:

- Provide services, through Tarrant County Public Health, to all public and semi-public swimming pools, spas, and interactive water features located within the corporate limits of the **CITY**;
- Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
- Provide certification of establishment for issuance of health permits;
- Notify **CITY** of violations of current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Provide appropriate signs to be posted at public swimming pool and spa establishment that do not meet the required standards;
- Document program activities within the **CITY** via periodic reports;
- Collect fees from the inspected establishment;
- Inform **CITY**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner's Court approval; and
- When require by law, verify pool operator training certification.

## **2. CITY RESPONSIBILITY**

For Food establishment inspection program services

- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
- Designate the Medical Director of Tarrant County Public Health Department as the Health Authority for the purposes of this agreement;
- Require all food establishments within the corporate limits of the **CITY** to maintain a valid health permit;
- Agree all health permits fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's Court;
- Revise **CITY** code/ordinance, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when code/ordinance are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants; and
- When required by law, require facilities to have certified food mangers and food handlers.

For Public swimming pool and spa inspection program services

- Adopt the current Texas Health and Safety Code, Title 5, Subtitle A, Chapter(s) 341.064, 341.0645 and 341.0695; Texas Health and Safety Code, Title 1, Chapter 1 Section 1.005, and Texas Health and Safety Code, Title 9, Subtitle A, Chapter 757;
- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Designate the Medical Director of Tarrant County Public Health as the Health Authority for the purposes of this agreement;
- Require all public and semi-public swimming pools/spas within the corporate limits of the **CITY** to maintain a valid health permit;
- Agree all Health permit fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's court;
- Revise **CITY** code/ordinance, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when code/ordinance are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants;
- Be responsible for enforcement of the **CITY's** ordinances; and
- When required by law, require facilities to have certified pool/spa operators.

### 3. **CITY ENFORCEMENT**

If during an inspection of a food facility, pool or spa, Tarrant County Public Health Department personnel notices a violation of the **CITY's** code, the Tarrant County Public Health Department shall notify the appropriate City official. The **CITY** shall be responsible for the enforcement of the **CITY's** health ordinances. The **COUNTY** shall make available for testimony **COUNTY** personnel whose testimony may be required to support such enforcement action in accordance with the procedures established by CITY MUNICIPAL COURT for the appearance of law enforcement officers.

### 4. **NO WAIVER OF IMMUNITY**

This Agreement does not waive **COUNTY** rights under a legal theory of sovereign immunity.

### 5. **THIRD PARTY**

This Agreement shall not be interpreted to inure to the benefit of a third party not a party of this Agreement. This Agreement shall not be interpreted to waive

any statutory or common law defense, immunity, or any limitation of liability, responsibility or damage of any party to this Agreement, party's agent or party's employee, otherwise provided by law.

**6. EXCLUSION OF INCIDENTAL DAMAGES**

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY NOR TO ANY PERSON CLAIMING INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, including lost profits, loss of business, or other economic damage and further including injury to property, mental anguish, or emotional distress.

**7. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a joint venture between the parties. The Agreement does not appoint any party as agent for the other party.

**8. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted under the laws of State of Texas. The venue for any lawsuit arising out of this Agreement will be in the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

**9. ASSIGNMENT**

This Agreement shall not be assigned or transferred and that any attempt to assign or transfer this Agreement or any of its rights or obligations shall be null and void.

**10. SEVERABILITY**

If any court determines any provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

**11. COMPLIANCE WITH LAWS**

In providing the services required by the Agreement, CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules and regulations, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**12. EFFECTIVE DATE**

This Agreement become effective when signed by the last party whose signing makes the Agreement fully executed.



**13. TERM**

This Agreement shall begin upon the approval of both the City Council and the Tarrant County Commissioner's Court and shall continue until canceled by either party with a minimum of 90 days written notice to the other party.

**14. AMENDMENT**

No amendment, modification or alternation of the terms of this Agreement shall be binding unless the same is in writing and signed by both parties.

**15. TERMINATION**

Either party may terminate this Agreement without cause by providing written notice of intent to terminate at least ninety (90) days prior to the intended date of termination. Written notice of intent to terminate shall be sent by certified mail, return receipt requested, to the other party at its address:

Addresses:

Tarrant County Public Health  
Attn: Environmental Health Division Manger  
1101 S. Main St.  
Fort Worth, Texas 76104

**CITY:** \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY of** \_\_\_\_\_

**STATE OF TEXAS**  
**COUNTY OF TARRANT**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Tim O'Hare  
County Judge

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**DESCRIPTION OF SERVICES****EH FEE SCHEDULE**

<b><u>CONSUMER HEALTH</u></b>	Special Fund: F223
Annual Public Pool & Spa permit fee	\$ 315.00
Pool Plan Review & Opening Inspection**	\$ 200.00
Contractual Inspections - School Districts (avg \$150 per site visit)**	\$ 150.00
Food Service Permit: less than 500 sq. ft.	\$ 400.00
Food Service Permit: >500 =<less than 1500 sq. ft.	\$ 500.00
Food Service Permit: >1500 =<less than 3000 sq. ft.	\$ 600.00
Food Service Permit: >3000=<less than 6000 sq. ft.	\$ 700.00
Food Service Permit: >6000 sq. ft. or above	\$ 800.00
Food Service Permit: Adjunct Food Service	\$ 500.00
Food Service Permit: Adjunct Food Store - <less than 5000 sq. ft.	\$ 500.00
Food Service Permit: Adjunct Food Store - >5000 sq. ft. or above	\$ 600.00
Food Service Permit: Catering Operation	\$ 700.00
Food Service Permit: Child Care Facility	\$ 500.00
Food Service Permit: School Cafeteria w/ Contract	\$ 250.00
Food Service Permit: Commissary (non-prep)	\$ 400.00
Food Service Permit: Commissary (prep.)	\$ 600.00
Food Service Permit: Food Court	\$ 600.00
Food Service Permit: Mobile Unit (prepackaged)	\$ 400.00
Food Service Permit: Mobile Unit (preparation of food)	\$ 600.00
Food Service Permit: Mobile Unit (push cart)	\$ 600.00
Farmers Market	\$ 100.00
Food Store: <less than 5000 sq. ft.	\$ 600.00
Food Store: >5000 sq. ft. or above	\$ 800.00
Food Late Fee: 1-30 days	10% of fee
Food Late Fee: 31-60 days	20% of fee
Food Late Fee: 61-90 days	30% of fee
Plan Review: >1500 sq. ft. or above	\$ 200.00
Plan Review: <1500 sq. ft. or below	\$ 100.00
Temporary Food Establishment 1-5 Days**	\$ 35.00
Temporary Food Establishment 6-14 Days	\$ 70.00
Required/Requested Reinspection	\$ 75.00
<b><u>MISCELLANEOUS - CONSUMER/ENVIRONMENTAL HEALTH</u></b>	No Fee Changes, Fund: PH-T04
Duplicate Permits**	\$ 15.00

\*\*indicates no fee increase



## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Rachel Roberts					<b>MEETING DATE:</b> Oct. 19, 2023			
<b>DEPARTMENT:</b> Community Development					<b>AGENDA ITEM:</b> VII-3			
<b>SUBJECT:</b> Discuss and consider approving Ordinance 10-2023-509, an ordinance adjusting the boundary between the City of Crowley and the City of Fort Worth at Crowley Rd and the future McPherson Blvd extension								
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev	<b>RR</b>	PW	<b>MR</b>
	Dept Director		HR		Comm Services		EDC:	
	City Attorney	<b>RA</b>	PD		FD		Asst City Mgr:	<b>JT</b>

### **BACKGROUND:**

In 2018, the City of Crowley approved a boundary adjustment with the City of Fort Worth moving the future McPherson roadway into the city limits of Fort Worth as part of the Hunters Ridge development (the Crowley city limits were expanded slightly to the east as part of this same adjustment). Recently, the developer for Hunters Ridge has been coordinating with Fort Worth and TxDOT regarding the construction of McPherson and its connection to Crowley Rd. As part of that work, the developer's engineers realized that the 2018 boundary adjustment did not include the intersection with Crowley Rd. Thus while the roadway is within Fort Worth, the intersection with Crowley Rd is within the Crowley city limits.

For ease of coordinating the construction, the developer, Bloomfield Homes, is requesting Crowley and Fort Worth approve a boundary adjustment that would move the intersection into Fort Worth. Crowley Planning and Public Works support the adjustment. The remainder of the McPherson roadway will be in Fort Worth, and it makes sense for the intersection to be in Fort Worth, as well, to eliminate any future confusion about traffic enforcement and emergency response.

The City of Fort Worth have approved the adjustment at the staff level, and both their city attorney and the Crowley city attorney have reviewed the draft ordinance approving the adjustment. If Crowley City Council approves the adjustment, the ordinance will be sent to the City of Fort Worth City Council for approval.

### **RECOMMENDATION:**

Staff recommend approval.

### **FINANCIAL INFORMATION:**

This is a TxDOT roadway, so the City of Crowley would not have responsibility for any traffic signals that may be installed in the future.

### **ATTACHMENTS:**

Ordinance approving the boundary adjustment  
Ordinance exhibits

**CITY OF CROWLEY ORDINANCE NO. 10-2023-509**  
**CITY OF FORT WORTH ORDINANCE NO. \_\_\_\_\_**  
**JOINT ORDINANCE AND BOUNDARY AGREEMENT**

**WHEREAS**, the City of Fort Worth and the City of Crowley have received a request by Bloomfield Homes for a boundary adjustment to allow a future intersection traffic signal to be within the Fort Worth city limits; and

**WHEREAS**, the City of Fort Worth (hereinafter called "FORT WORTH") is a home-rule city located in Tarrant, Wise, Parker, Johnson and Denton Counties; and

**WHEREAS**, the City of Crowley (hereinafter called "CROWLEY") is a home-rule city located in Tarrant and Johnson Counties; and

**WHEREAS**, FORT WORTH and CROWLEY share a common boundary; and

**WHEREAS**, FORT WORTH and CROWLEY now desire to adjust the boundary between the two cities to promote orderly development to ensure public safety and effective delivery of municipal services; and

**WHEREAS**, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes to their boundaries that are less than 1,000 feet in width; and

**WHEREAS**, Section 43.142 of the Texas Local Government Code allows a home-rule municipality to disannex areas in the municipality in accordance with the rules as may be provided by its City Charter;

**NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH AND THE CITY COUNCIL OF THE CITY OF CROWLEY:**

**SECTION 1**

Pursuant to Section 43.015 of the Texas Local Government Code, FORT WORTH and CROWLEY hereby agree that the boundary between the cities will be adjusted as set out herein so that 0.301-acres of land located in the J. Gill Survey Abstract Number 568 and the H. Walker Survey Abstract Number 1622 in the CROWLEY city limits, as described and shown in Exhibit "A", and with a width of less than 1,000 feet, will be located in the city limits of FORT WORTH. In accordance with this Joint Ordinance and Boundary Agreement, CROWLEY hereby relinquishes the 0.301 acres described in Exhibit "A" to FORT WORTH and disannexes and discontinues such property as part of CROWLEY city limits. In accordance with the terms of this Joint Ordinance and Boundary Agreement, FORT WORTH accepts and annexes 0.301 acres into its city limits as reflected in Exhibit "A" attached and incorporated herein.



## **SECTION 2**

This ordinance shall be cumulative of all provisions of the ordinances of the City of Crowley and the City of Fort Worth, 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 Councils of FORT WORTH and CROWLEY 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 without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

## **SECTION 4**

The City of Crowley and the City of Fort Worth do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustment.

## **SECTION 5**

The City of Crowley and the City of Fort Worth agree and ordain that the adoption by both cities of this Joint Ordinance and Boundary Agreement, and the boundary change resulting from this Agreement do not mitigate, diminish or lessen in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or extraterritorial jurisdiction claims made by the other party.

## **SECTION 6**

This joint ordinance and boundary agreement shall become effective and shall become a binding agreement upon the City of Fort Worth and the City of Crowley by the adoption of same in regular open city council meetings of the City of Crowley and the City of Fort Worth.

## **SECTION 7**

The Mayor of each city shall execute this Joint Ordinance and Boundary Agreement, upon adoption by both cities, in duplicate originals.

PASSED AND APPROVED by the City Council of the City of Fort Worth on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST

\_\_\_\_\_  
CITY SECRETARY

PASSED AND APPROVED by the City Council of the City of Crowley on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

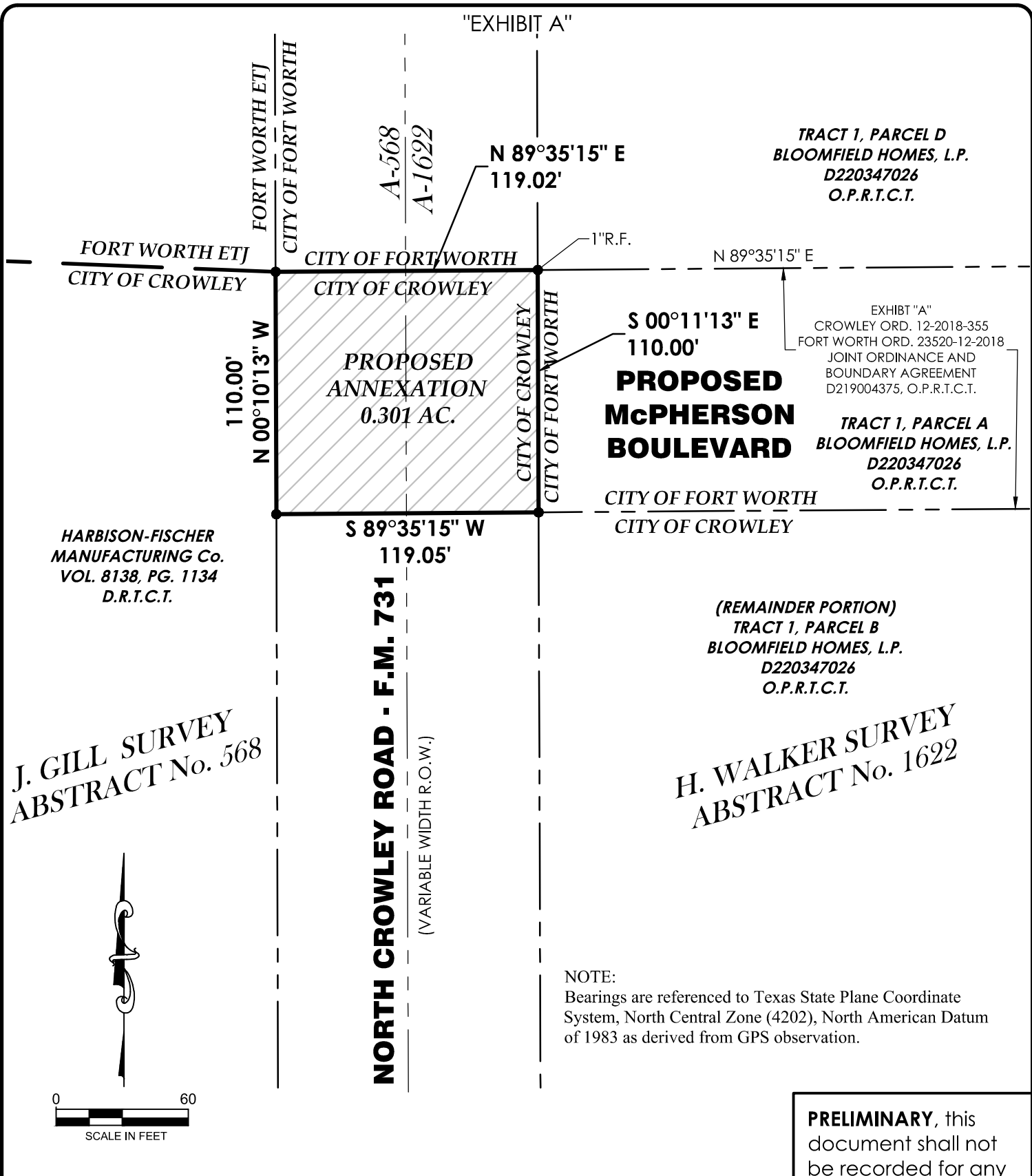
APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

ATTEST

\_\_\_\_\_  
CITY SECRETARY

**EXHIBIT “A”**





**GMcivil**  
Engineering & Surveying  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale:	1" = 60'	Sheet 1 of 1
Date:	5/10/2023	
Job No.:	10805	
Drafted:	T.J.M.	
Checked:	J.S.B.	

**PRELIMINARY**, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review 5/10/2023 3:31 PM



# "EXHIBIT A"

## PROPERTY DESCRIPTION

STATE OF TEXAS:  
COUNTY OF TARRANT:

BEING a tract of land situated in the H. Walker Survey, Abstract No. 1622 and the J. Gill Survey, Abstract No. 568, City of Crowley, Tarrant County, Texas, being a portion of North Crowley Road - F.M. 731, and being more particularly described as follows:

BEGINNING at a 1" rebar found in the east line of said North Crowley Road (FM 731 - variable width R.O.W.) at the southwest corner of Tract 1, Parcel D and the most westerly northwest corner of TRACT 1, PARCEL A as described in deed to Bloomfield Homes, L.P., recorded in D220347026, Official Public Records, Tarrant County, Texas;

THENCE South 00 degrees 11 minutes 13 seconds East, along the east line of said North Crowley Road and the west line of said Bloomfield TRACT 1, PARCEL A, a distance of 110.00 feet to the most westerly southwest corner of said Bloomfield TRACT 1, PARCEL A and the northwest corner of TRACT 1, PARCEL B as described in said Bloomfield deed;

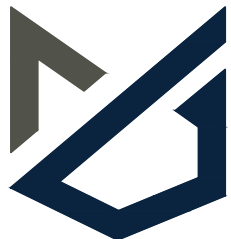
THENCE South 89 degrees 35 minutes 15 seconds West, across said North Crowley Road, a distance of 119.13 feet to a point in the west line of said North Crowley Road and the east line of a tract of land as described in deed to Harbison-Fischer, recorded in Volume 8138, Page 1134, Deed Records, Tarrant County, Texas, from which a bent 1/2" rebar found at the southeast corner of said Harbison-Fischer tract bears South 00 degrees 11 minutes 50 seconds East, 550.15 feet;

THENCE North 00 degrees 11 minutes 50 seconds West, along the west line of said North Crowley Road and the east line of said Harbison-Fischer tract, a distance of 110.00 feet to the northwest corner of the herein described tract;

THENCE North 89 degrees 35 minutes 15 seconds East, departing the east line of said Harbison-Fischer tract, across said North Crowley Road, a distance of 119.15 feet to the POINT OF BEGINNING and containing 13,105 square feet or 0.301 acre of land.

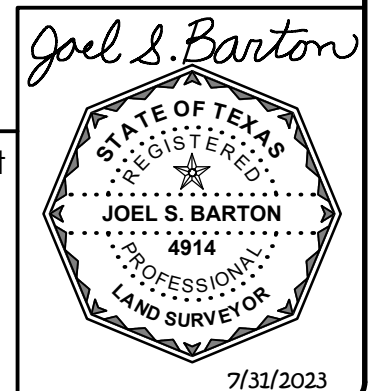
### NOTE:

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.



**GM civil**  
**Engineering & Surveying**  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale:	NONE	Sheet
Date:	7/31/2023	1
Job No.:	10805	of
Drafted:	T.J.M.	2
Checked:	J.S.B.	



"EXHIBIT A"

TRACT 1, PARCEL D  
BLOOMFIELD HOMES, L.P.  
D220347026  
O.P.R.T.C.T.

EXHIBIT "A"  
CROWLEY ORD. 12-2018-355  
FORT WORTH ORD. 23520-12-2018  
JOINT ORDINANCE AND  
BOUNDARY AGREEMENT  
D219004375, O.P.R.T.C.T.

TRACT 1, PARCEL A  
BLOOMFIELD HOMES, L.P.  
D220347026  
O.P.R.T.C.T.

TRACT 1, PARCEL B  
BLOOMFIELD HOMES, L.P.  
D220347026  
O.P.R.T.C.T.

PROPOSED  
ANNEXATION  
0.301 AC.

PROPOSED  
McPHERSON  
BOULEVARD

CITY OF FORT WORTH  
CITY OF CROWLEY

S 89°35'15" W  
119.13'

NORTH CROWLEY ROAD - F.M. 731

(VARIABLE WIDTH R.O.W.)

N 00°11'50" W  
110.00'

N 89°35'15" E  
119.15'

N 89°35'15" E

1"R.F.

FORT WORTH ETJ  
CITY OF CROWLEY

FORT WORTH ETJ  
CITY OF FORT WORTH

CITY OF FORT WORTH  
CITY OF CROWLEY

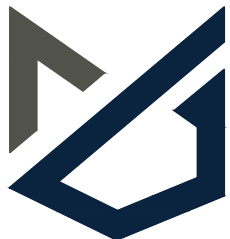
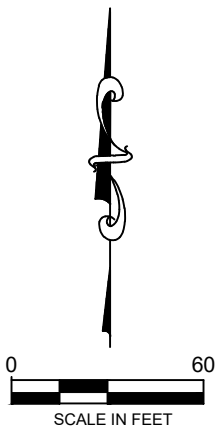
CITY OF CROWLEY  
CITY OF FORT WORTH

HARBISON-FISCHER  
MANUFACTURING Co.  
VOL. 8138, PG. 1134  
D.R.T.C.T.

J. GILL SURVEY  
ABSTRACT No. 568

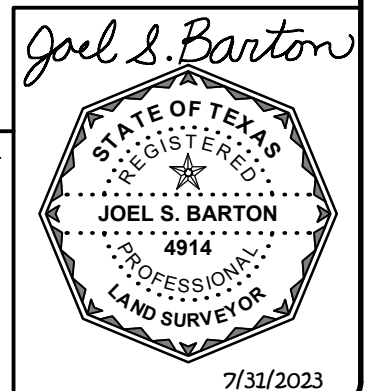
H. WALKER SURVEY  
ABSTRACT No. 1622

NOTE:  
Bearings are referenced to Texas State Plane Coordinate  
System, North Central Zone (4202), North American Datum  
of 1983 as derived from GPS observation.



**GMcivil**  
Engineering & Surveying  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale:	1" = 60'	Sheet
Date:	7/31/2023	2
Job No.:	10805	of
Drafted:	T.J.M.	2
Checked:	J.S.B.	





## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Rachel Roberts					<b>MEETING DATE:</b> Oct. 19, 2023			
<b>DEPARTMENT:</b> Community Development					<b>AGENDA ITEM:</b> VII-4			
<b>SUBJECT:</b> Authorize the City Manager or designee to execute a contract with SAFEbuilt for backup building inspection and plan review services								
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev	<b>RR</b>	PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney	<b>RA</b>	PD		FD		CM/ACM	<b>RL JT</b> /

### **BACKGROUND:**

With the hiring of new building official Suzy Hicks, Crowley terminated its contract with Safebuilt for primary building inspection and plan review services. Staff are now requesting the Council approve a new contract to provide support on an as-needed basis for times when Ms. Hicks is on vacation, out sick, or out for training. The City is also exploring the option of a cooperative agreement with Burleson, but it is too early in our discussions with them to determine whether an agreement will ultimately be feasible. In the meantime, a contract with Safebuilt would help limit disruptions to city inspection services.

### **RECOMMENDATION:**

Staff recommends approval.

### **FINANCIAL INFORMATION:**

The City would pay fees shown in the attached ordinance only when Safebuilt's services are used. There is no base rate for simply having the contract with Safebuilt, so there is cost to the city unless/until we need outside services.

### **ATTACHMENTS:**

- Contract with Safebuilt

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

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

## **RECITALS**

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

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

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

### **1. SCOPE OF SERVICES**

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

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

### **2. CHANGES TO SCOPE OF SERVICES**

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

### **3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

### **4. INVOICE & PAYMENT STRUCTURE**

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

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

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

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed sixty (60) days after termination date. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

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

8. MUNICIPALITY OBLIGATIONS

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

9. PERFORMANCE STANDARDS

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

10. INDEPENDENT CONTRACTOR

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



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

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

#### 11. ASSIGNMENT AND SUBCONTRACT

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

#### 12. INDEMNIFICATION

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

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

executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

### 13. LIMITS OF LIABILITY

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

### 14. INSURANCE

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

15. THIRD PARTY RELIANCE

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

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will, within thirty (30) days of expiration or termination be exported into a CSV file by Consultant and become property of Municipality. If Municipality exercises the option for Consultant to complete through final inspection any permits not completed by termination date pursuant to Section 6. Consultant will provide all records pertaining to these inspections within thirty (30) days of end of Consultants obligation to inspect. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

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

17. CONSULTANT ACCESS TO RECORDS

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

18. CONFIDENTIALITY

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

19. CONSULTANT PERSONNEL

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

20. DISCRIMINATION & ADA COMPLIANCE

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

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

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

22. NOTICES

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

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

23. FORCE MAJEURE

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

24. DISPUTE RESOLUTION

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

25. ATTORNEY'S FEES

In the event of litigation to enforce any of the terms herein, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney fee and court costs.

26. AUTHORITY TO EXECUTE

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

27. CONFLICT OF INTEREST

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

28. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

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

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

30. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

31. GOVERNING LAW AND VENUE

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



32. COUNTERPARTS

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

33. ELECTRONIC REPRESENTATIONS AND RECORDS

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

34. WAIVER

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

35. ENTIRE AGREEMENT

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

37. GOVERNMENTAL IMMUNITY

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

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



Gary Amato, CAO  
SAFEbuilt Texas, LLC

October 11, 2023

Date

\_\_\_\_\_  
Signature  
City of Crowley, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
City of Crowley, Texas

## EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

### 1. FEE SCHEDULE

- 1.1. Beginning 24 months after the execution of this Agreement, Municipality and Consultant agree to discuss revisions to Consultants service fees to reflect increases in the costs incurred by Consultant to provide service.
- 1.2. Consultant fees for Services provided pursuant to this Agreement are on an **as-requested basis by the Municipality** and will be as follows:

### 2. CODE REFERENCE

- 2.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality's locally adopted codes and amendments to those locally adopted codes and the International Code Council (ICC) series of I-Codes including the International Building Code, International Residential Code and all other ICC series of I-Codes adopted by the Municipality, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

### 3. PLAN REVIEW

- 3.1. Plan Review for residential projects shall be performed within five (5) days of notification by the Municipality, while commercial projects shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.

PLAN REVIEW FEES	
Residential Projects (based on flat fees)	
Residential Single-Family Home (New, Addition, or Model)	\$ 225 per plan review
Residential Miscellaneous (Remodel, duplicate of Model previously reviewed or other plan review)	\$ 175 per plan review
Commercial Project (based on building valuation)	
\$1 to \$100,000	\$ 338 per plan review
\$100,001 to \$500,000	\$337.78 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,097.78 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$1,907.78 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
\$5,000,001 and up	Call SAFEbuilt for pricing determination

### 4. INSPECTIONS

- 4.1. Inspections requested by 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Municipality, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality. Consultant will provide next day inspection services for all inspection requests received before 4 pm. Inspection only services for all projects will be provided on a stop basis fee as detailed in the table below:

INSPECTION FEES	
Residential - Local	\$ 70 per stop
Commercial - Local	\$ 85 per stop
EXAMPLE OF A STOP – One Address, All Inspections = One Stop	
123 Alphabet Lane	Plumbing Rough - Electrical Rough - Mechanical Rough

5. HOURLY RATES – SERVICES BEYOND PLAN REVIEW AND INSPECTIONS

- 5.1. Consultant may provide Municipality with a qualified Permit Technician, Code Enforcement Officer, Building Official, City Planner, Floodplain Reviewer, Fire Marshal, Sub-Standard Building Inspector, Senior City Planner or Civil Engineer to perform duties as requested.
- 5.2. Assist the Building Department in implementing procedures to make the building department more effective, advise and assist with engineering reviews, zoning ordinance review and edits, project management, code adoption or other services as requested. Consultant staff shall make a diligent effort to recommend and implement agreed upon improvements.
- 5.3. Municipality from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. Even when Consultant is performing Building Official responsibilities for the Municipality, the final interpretive authority rests with the Municipality.
- 5.4. Consultant's Code Enforcement services typically includes investigations into a reported issue, attendance at council meetings for specific discussion, attendance at meetings to discuss known issue coming before municipality, attendance for representation of issue going before the municipal court, and assistance in code writing for issue prevention or enforcement process. Even when Consultant is performing duties as the Code Enforcement Officer for the Municipality, the final interpretive authority rests with the Municipality. For this service all time worked, whether in the field performing inspections, in the office completing paperwork, or any other time spent related to the Code Enforcement service, will be billed on an hourly basis per fee schedule below.
- 5.5. When Consultant's Code Enforcement service is specific to inspections of a Sub-Standard Building, the Consultant may include a Building Official as part of the Code Enforcement Service team. Estimated hours of involvement for this second team member can be discussed with the Municipality prior to the start of the requested substandard building inspection. The service performed by the Building Official in support of a substandard building inspection will be billed on an hourly basis per the fee schedule below.
- 5.6. Floodplain Review Services includes assisting with the Municipality floodplain oversight program. Typically, this service includes review of elevation certificate, assist with floodplain documentation required prior to Certificate of Occupancy, and assess Municipality current floodplain review practices and ordinance. For this service all time worked is on an hourly basis per fee schedule below.
- 5.7. These services detailed shall be performed at an hourly rate and provided only **at the direct request of the Municipality** for a fee as detailed below:

HOURLY RATE SCHEDULE	
Permit Tech Services	\$ 60 per hour
Code Enforcement Officer	\$ 85 per hour
Building Official / City Planner / Floodplain Review Services	\$ 105 per hour
Fire Marshal / Sub-Standard Building Inspection Services	\$ 125 per hour
Senior City Planner	\$ 150 per hour
Civil Engineer	\$ 250 per hour

## **EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE**

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

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## City of Crowley, Texas Mayor and Council Agenda Report

<b>V-PRESENTER:</b> Carol Konhauser City Secretary				<b>MEETING DATE:</b> October 19, 2023				
<b>DEPARTMENT:</b> Administration				<b>AGENDA ITEM:</b> VII-5				
<b>SUBJECT:</b> Discuss and consider Special Event Permit application for the Karis Grand Opening Event to be held on Saturday, October 28, 2023.								
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

### **BACKGROUND:**

The Nehemiah Company has submitted a special event permit application to hold a Grand Opening Event on Saturday, October 28, 2023 from 9:00 am - 2:00 pm. They will be having a pumpkin patch, face painting, and food/beverages.

### **RECOMMENDATION:**

Recommend consideration of the Special Event Permit.

### **FISCAL INFORMATION:**

None.

### **ATTACHMENTS:**

1. 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)			Today's Date
Address	City	State	Zip
Phone Number	Cell Phone Number		
Email			
Section 2 – Sponsoring Organization Information			
Corporation/Organization Name of D.B.A.		Type of Organization For Profit      Non-Profit      Other:	
Name of Contact		Email:	
Address	City	State	Zip
Phone Number	Cell Phone Number		

Section 2 – Event Information									
Name of Event								Anticipated Daily Attendance	
Location of Event/physical address									
Property Owner					Owner Phone				
Owner Email:					Has the property owner given authorization to use property? Yes                      No				
Detailed Description of Event									
	Date	Time	Day of Week						
Setup			M	T	W	Th	F	Sat	Sun
Event Start			M	T	W	Th	F	Sat	Sun
Event End			M	T	W	Th	F	Sat	Sun
Teardown			M	T	W	Th	F	Sat	Sun
Additional Information:									

Section 3 – Event Features			
Will there be an admission charge?	Yes	No	If yes, list all price categories below.
Will there be entertainment? <i>A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized.</i>	Yes	No	If yes, please attach a complete list of entertainment.
Will sound amplification be used at the event? Sound amplification:	Yes	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>	Yes	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. <i>(Fee may be charged for Emergency Service personnel)</i>	Yes	No	
Medical Service Provider	Phone		
Will the event include any of the following? ( <b>Indicate on site plan and/or vendor list</b> )			
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>	Yes	No	Complete Tent Worksheet and attach with site plan
Inflatables <i>If inflatable exceeds 400 sq ft, additional permit is required</i>	Yes	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>	Yes	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>	Yes	No	
Temporary restrooms or refuse collection provided? <i>(All trash and debris must be removed)</i>	Yes	No	
Company	Contact name and phone		
Carnival/Amusement Rides <i>A separate Special Use Permit may be required. (additional fees may be applicable)</i>	Yes	No	
Company	Contact name and phone		
Signs / Banners <i>A separate Sign Permit may be required. (additional fees may be applicable)</i>	Yes	No	
Company	Contact name and phone		
Will animals be used in conjunction with event?	Yes	No	If yes, describe below.
Description:			
Is this a run, walk or parade? If yes, attach a map identifying assembly location and route on site plan. <b>Must be submitted 21-days prior to event.</b> <i>(Fee may be charged for Public Service Personnel)</i>	Yes	No	

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

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

## Section 6 – Alcohol

Will there be alcohol at the event? Yes No

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

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

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

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

Will alcohol be provided free of charge? Yes No

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

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

Will the alcohol be sold? Yes No

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

TABC License # \_\_\_\_\_ Expiration \_\_\_\_\_

## Section 11 – Insurance Requirements

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

**All special event applicants shall name the City of Crowley as an “Additional Insured”** on all policies, and shall reflect this on a Certificate of Liability Insurance. A 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:

*Jessica Bennett*

Date:

## Section 13 – Acknowledgement and Signature

Included      N/A

Certificate of Liability Insurance  
Detailed Site Plan  
Route Map  
Amusement Ride Certification of Inspection  
Tent Permit Application

Public Works

Approved    Denied    Initials

Remarks

Fire Department

Approved    Denied    Initials

Remarks

Police Department

Approved    Denied    Initials

Remarks

Recreation Center

Approved    Denied    Initials

Remarks

City Council

Approved    Denied    Initials

Remarks

## Application for Tent Permit

Section 1 – Applicant Information					
Name of Applicant				Today's Date	
Address		City		State	Zip
Phone Number		Cell Phone Number			
Email					
Section 2 – Person/Organization/Contractor Responsible for Erection of Tent					
Organization					
Address		City		State	Zip
Phone Number		Cell Phone Number			
Email					
Section 3 - Tent Information					
Location of Tent				Number of Tents	Zoning District
Purpose of Tent/Usage Description					
Description of Tent (if multiple list details of each tent)					
Size (ft)	Area (sq ft)	Tent Separation (ft)	Side Walls		Additional Info
1.     x			Yes	No	
2.     x			Yes	No	
3.     x			Yes	No	
4.     x			Yes	No	
5.     x			Yes	No	
<p>Attach site plan which includes the following:</p> <ol style="list-style-type: none"> <li>1. Accurate site plan with dimensions from property lines and other structures</li> <li>2. Floor plan showing all required exits, no smoking signs, square footage and height of structure</li> <li>3. Occupant Load per manufacturer guidelines</li> <li>4. Membrane type and Fire Resistance Certification (must be attached)</li> <li>5. Locations of fire extinguishers.</li> <li>6. Location of parking</li> <li>7. Location and distance of all heat producing equipment</li> <li>8. Location and distance of all generators</li> </ol>					
Date to be erected			Date to be taken down		
<p>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.</p> <p>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.</p>					
Signature				Date	
Planning and Development Approved		Disapproved		Notes/Special Conditions:	
Fire Marshal Approved		Disapproved		Notes/Special Conditions:	
Fee - Date Paid		Amount Paid		Permit Issued (Number)	





## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b>		Lori Watson Deputy City Manager			<b>MEETING DATE:</b> October 19, 2023			
<b>DEPARTMENT:</b>		Administration			<b>AGENDA ITEM:</b> VII-6			
<b>SUBJECT:</b>		Discuss and consider approving Ordinance No 10-2023-508, amending Appendix A, Schedule of Rates, Fees, and Charges, Section (22) Other fees and charges for community development, by amending the Subdivision construction inspection fees.						
<b>COORDINATION:</b>	Finance		City Sec	cck	Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

### **BACKGROUND:**

The Texas State Legislature adopted House Bill 3492 relating to municipal authority to impose certain value-based fees. It prohibits cities from basing any application, review, inspection, or other related fees for constructing or improving public infrastructure for a subdivision lot on the cost or value of the infrastructure project. This bill became effective September 1, 2023.

Currently, the City of Crowley charges a 4% inspection fee for permitted construction within the city. The proposed ordinance will update the fee schedule to include an hourly rate to be charged for review and inspection of constructing and improving public infrastructure.

HB 3492 states the following: *“In determining the municipality’s actual cost for reviewing and processing an engineering or construction plan or inspecting a public infrastructure improvement under Subsection (b), a municipality may consider:*

- 1. The fee that would be charged by a qualified independent third-party entity for those services;*
- 2. The hourly rate for the estimated actual direct time of the municipality’s employees performing those services; or*
- 3. The actual costs assessed to the municipality by a third-party entity that provides those services to the municipality.*

The city is proposing \$250.00 per hour for these fees, which reflects the actual cost for a third party to provide the services to the city. After-hour inspections will be charged \$350.00 per hour with a one-hour minimum. City staff will be responsible for keeping records of time spent to calculate the fees to be assessed on each project.

### **RECOMMENDATION:**

Staff recommends approval Ordinance 10-2023-508

### **FINANCIAL INFORMATION:**

### **ATTACHMENTS:**

1. Ordinance 10-2023-508

**ORDINANCE NO. 10-2023-508**

**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 TO UPDATE THE SUBDIVISION CONSTRUCTION INSPECTION FEES LISTED UNDER SECTION (22) OTHER FEES AND CHARGES FOR COMMUNITY DEVELOPMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY 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, Schedule of Rates, Fees, and Charges, of the Crowley Code of Ordinances; and

**WHEREAS**, Appendix A of the Code of Ordinances establishes various fees for City services; and

**WHEREAS**, Texas House Bill 3492 adopted by the Texas State Legislature relating to municipal authority to impose certain value-based fees for the acceptance, review, or processing of engineering or construction plans or for the inspection of the improvements for construction of public infrastructure for a subdivision, lots, or related property development; and

**WHEREAS**, the City Council now desires to amend its schedule of fees by amending the Subdivision construction inspection fees listed in Section (22), "Other fees and charges for community development" of Appendix A, Schedule of Rates, Fees, and Charges;

**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, in 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, which is incorporated by reference herein:

*(22) Other fees and charges for community development.*

Subdivision construction inspection	
Total cost of the public improvements	Four percent
Review and Inspection Fee (related to construction and improving public infrastructure for a subdivision lot	<u>\$250.00 per hour</u> <u>\$375.00 per hour for any inspections occurring outside of normal business hours with a minimum of two hours</u>

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
<b>Property abatement (high grass/trash/debris)</b>	
Administration fee (includes cost associated with certified mailings, photographs, inspections and reinspection 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
<b>Filing fees</b>	
Recording and releasing of liens	\$40.00 + county filing fees
Credit Card Processing Fee	3.25% of transaction total

## **SECTION 2.**

All other sections and subsections of Appendix A, Schedule of Rates, Fees and Charges are to remain as.

## **SECTION 3.**

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 4.**

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 5.**

The City Secretary of the City of Crowley is hereby directed to publish in the official newspaper of the City of Crowley, the caption, penalty clause, and effective date clause of this ordinance as authorized by the City Charter and Section 52.013 of the Local Government Code.

#### **SECTION 6.**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED ON THIS 19<sup>th</sup> DAY OF October 2023.**

**CITY OF CROWLEY, TEXAS**

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Mayor, Billy P. Davis

ATTEST:

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Carol Konhauser, City Secretary

APPROVED AS TO FORM:

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Rob Allibon, City Attorney



## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> M. Tate				<b>MEETING DATE:</b> October 19, 2023				
<b>DEPARTMENT:</b> Police				<b>AGENDA ITEM:</b> VII-7				
<b>SUBJECT:</b>				Consider approval of resolution R10-2023-401, authorizing the Chief of Police to enter into a contract agreement with the Texas Department of Transportation for the installation of FLOCK Safety Automated License Place Recognition (ALPR) cameras on TxDOT property and right-of-way.				
<b>COORDINATION:</b>	Finance		City Sec	CCK	Comm Dev		PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney		PD		FD		Admin:	

### **BACKGROUND:**

In June 2022, the police department was approved to purchase five (5) stationary Flock Safety Systems License Plate Reading Cameras. The locations of all five (5) cameras are to be affixed to TxDOT property (traffic poles) or are being placed in the TxDOT right-of-way. The police department is requesting the City enter into a contract agreement with the Texas Department of Transportation allowing the installation and operation of the Flock Safety Automated License Plate Recognition Cameras.

This no-cost MUA will allow Flock Safety to complete installation on TxDOT property and right-of-way. With successful installation of these cameras our Flock Safety Program installation phase will be completed.

The cameras will be located at:

1. S. Crowley Rd @ South Hampton
2. FM 1187 (Crowley Plover Rd) @ Oak View Dr WB
3. E. Main St. @ Heritage Dr WB
4. N Crowley Rd @ Industrial Blvd SB
5. 1200 Block FM 1187 EB

### **RECOMMENDATION:**

Staff recommends approval.

### **FINANCIAL INFORMATION:**

No financial impact.

### **ATTACHMENTS:**

1. Agreement
2. Resolution



## **RESOLUTION R10-2023-401**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, APPROVING AND AUTHORIZING THE CITY CHIEF OF POLICE TO ENTER INTO A CONTRACT AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION OF FLOCK SAFETY AUTOMATED LICENSE PLATE RECOGNITION (ALPR) CAMERAS, AND AUTHORIZE THE CHIEF OF POLICE TO SIGN SAID CONTRACT UPON LEGAL REVIEW.**

**WHEREAS**, the City Council for the City of Crowley, Texas (the “City Council”), has determined the addition of Automated License Plate Recognition (ALPR) cameras would increase public safety the aiding the police department in its crime prevention and criminal investigation efforts and strategies; and

**WHEREAS**, the City Council has authorized and funded the acquisition and installation of five (5) ALPR cameras within the City through the Crime Control Prevention District Fund FY 2022-23 budget resolution; and

**WHEREAS**, the City Council desired to engage the services of Flock Safety, Inc. for the acquisition, installation, maintenance, and monitoring of five (5) fixed, pole-mounted ALPR cameras; and

**WHEREAS**, the City Council, through approval of the FY 2022-23 budget resolution, authorized the Chief of Police (or his designee) to execute a Multiple Use Agreement (the “Agreement”) attached hereto as Exhibit “A”.

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

### **Section 1. Recitals Incorporated**

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

### **Section 2. Approval of Agreement**

The City Council, by approving the decision package for five (5) ALPR cameras from Flock Safety, Inc., authorized the expenditure for the acquisition, installation, maintenance, and monitoring of five (5) ALPR cameras from Flock Safety, Inc. The City Council further authorized the Chief of Police (or his designee) to execute any associated documents necessary to consummate the business relationship after review and approval of the City Attorney.

### **Section 3. Open Meeting Act.**

It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of

said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED THIS 19th DAY OF OCTOBER, 2023.**

CITY OF CROWLEY, TEXAS

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Billy P. Davis, Mayor

ATTEST:

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Carol Konhauser, City Secretary



## MULTIPLE USE AGREEMENT

STATE OF TEXAS     §

COUNTY OF TRAVIS   §

**THIS AGREEMENT** made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and  
Entity Name \_\_\_\_\_, hereinafter called   Name for Contract \_\_\_\_\_,  
party of the second part, is to become effective when fully executed by both parties.

### WITNESSETH

**WHEREAS**, on the \_\_\_\_\_ day \_\_\_\_\_ day of \_\_\_\_\_ month of the year \_\_\_\_\_, 20 XX \_\_\_\_\_, the governing body for the   Name for Contract \_\_\_\_\_, entered into Resolution/Ordinance No. \_\_\_\_\_ Ordinance \_\_\_\_\_ hereinafter identified by reference, authorizing the   Name for Contract \_\_\_\_\_'s participation in this agreement with the State; and

**WHEREAS**, the   Name for Contract \_\_\_\_\_ has requested the State to permit the construction, maintenance and operation of a public \_\_\_\_\_ Public work to be installed \_\_\_\_\_ on the highway right of way, (ROADWAY   Highway Name   CONTROL SECTION NO.   Ctrl No. ).  
(General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

**WHEREAS**, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the   Name for Contract \_\_\_\_\_ will enter into agreements with the State for the purpose of determining the respective responsibilities of the   Name for Contract \_\_\_\_\_ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

## **AGREEMENT**

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **1. DESIGN AND CONSTRUCTION**

          Name for Contract           will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the           Name for Contract           shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the           Name for Contract           and found not to comply with ADA or TAS shall be corrected at the entire expense of the           Name for Contract          .

### **2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

### **3. PARKING REGULATIONS**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

#### 4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

#### 5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the           Name for Contract          . Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that           Name for Contract           has failed to comply with these responsibilities, it will perform the necessary work and charge           Name for Contract           the actual cost of the work.

#### 6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The           Name for Contract           shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The           Name for Contract           shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the           Name for Contract           for the use of the facility under this agreement, the           Name for Contract           will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the           Name for Contract           must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.



C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the           Name for Contract          's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

## **7. TERMINATION UPON NOTICE**

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

          Name for Contract           shall be responsible for the facility's timely removal at no cost to the State. If the State determines that           Name for Contract           has failed to timely remove the facility, it will perform the necessary work and charge           Name for Contract           the actual cost of the work.

## **8. MODIFICATION/TERMINATION OF AGREEMENT**

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

## **9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

## **10. RESTORATION OF AREA**

The           Name for Contract           shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The           Name for Contract           shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

## **11. PREVIOUS AGREEMENTS**

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

## 12. INDEMNIFICATION

THE       Name for Contract       WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR   20XX  , THE       City Name       (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the           Name for Contract          . Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the           Name for Contract           shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

### **13. INSURANCE**

The           Name for Contract          , shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility.           Name for Contract           shall include TxDOT as an additional insured by endorsement in           Name for Contract          's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the           Name for Contract          's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

### **14. USE OF RIGHT OF WAY**

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

### **15. ADDITIONAL CONSENT REQUIRED**

The State asserts only that it has sufficient title for highway purposes. The           Name for Contract           shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

### **16. FHWA ADDITIONAL REQUIREMENTS**

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

## 17. CIVIL RIGHTS ASSURANCES

The     Name for Contract    , for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

    Name for Contract     shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

## 18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

## 19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

## 20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The     Name for Contract     must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the     Name for Contract     if that service is authorized by this agreement.

**21. AUTHORITY OF STATE AUDITOR**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**22. NOTICES**

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

<b>STATE</b> (Mailing Address)	<b>(Name of other party)</b> (Mailing Address)
Texas Department of Transportation	Address Name
Maintenance Division	Address Name
125 East 11th Street	Address Road/Street/Hwy
Austin, Texas 78701-2483	Address City/State/Zip

**23. TIMELY PAYMENT**

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

**24. WARRANTS**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)



**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature, the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATE OF TEXAS**

\_\_\_\_\_  
(Name of other party)

By: \_\_\_\_\_  
Signature

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Director, Maintenance Division

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Office and Telephone No.

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **ATTACHMENT A**

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

## **EXHIBIT E**



# City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Chief Pleasant Brooks					<b>MEETING DATE:</b> October 19, 2023			
<b>DEPARTMENT:</b> Fire Department					<b>AGENDA ITEM:</b> VII-8			
<b>SUBJECT:</b>					Discuss and consider approval of the annual contract (October 1, 2023 through September 30, 2024) for the fire and ambulance service with Tarrant County Emergency Services District No. 1 and authorizing the Mayor to execute said contract.			
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney		PD		FD	<b>PB</b>	Admin:	<b>JT</b>

## **BACKGROUND:**

This is an annual contract with Tarrant County Emergency Services for fire and/or ambulance. Services are to provide fire protection to real and personal property 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 service in case of emergency service needs.

## **RECOMMENDATION:**

Staff recommends approval of the 2023-2024 contract with Tarrant County Emergency Services.

## **FINANCIAL INFORMATION:**

District agrees to pay to City the total sum of \$156,000.00 during this contract year (increased by 8,000.00 from previous year) by making equal quarterly payments during the months of January 2024, April 2024, July 2024 and October 2024 for fire protection services in the service area outlined in Exhibit "A" of the contract.

Additionally, for EMS, if provided by City under this Agreement, the District agrees to pay to the City an amount based upon the City's proportionate per run share determined by dividing the sum of \$2,500,000.00, (increased by 500,000.00 from previous year) 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, attached as Exhibit "B" of the contract, for all EMS runs made in the areas served by the district and multiplying that quotient by the total number of points accrued by the City for that quarter of the service year. The District will make quarterly payments of the amount due the City during the months of February 2024, May 2024, August 2024 and November 2024.

In addition, Exhibit D of the contract specifies:

### **GRANT FROM DISTRICT**

(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.)

<b>Grant Purpose</b>	<b>Amount</b>
SCBA RIT-Pak III	\$3,000.00
Rope rescue equipment	\$14,000.00
IV pump sets and accessories	\$8,000.00

## **ATTACHMENTS:**

Contract, with Exhibits A, B, C and D



**TARRANT COUNTY**  
**EMERGENCY SERVICES DISTRICT NO. ONE**  
2750 PREMIER STREET  
FORT WORTH, TEXAS 76111-3011  
(817) 838-4660  
(817) 831-2007 FAX

September 18, 2023

City of Crowley  
201 E Main St  
Crowley, TX 76036

Dear City Official,

Please find enclosed two (2) copies of the Tarrant County Emergency Services District No. One (District) Agreement for fire and EMS service provided by your City to the District beginning October 1, 2023 through September 30, 2024.

Please have both copies executed and return originals to the District's office at the above address. The District will then execute same, returning one copy for your files. So that we may confirm upcoming contracts, we ask that the executed agreements be returned as soon as possible.

If you have any questions, please feel free to contact Fire Marshal Randy Renois.

Regards,

A handwritten signature in blue ink that reads "Elizabeth Siddiq".

Elizabeth Siddiq  
Office Manager

Encl: ESD #1 Agreement (x2)



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 FIFTY-SIX THOUSAND DOLLARS (\$156,000.00) during this contract year by making equal quarterly payments during the months of January 2024, April 2024, July 2024 and October 2024 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 FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00), 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 2024, May 2024, August 2024 and November 2024.

#### **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 15<sup>th</sup> 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, 2023 and ending September 30, 2024. Regarding response purposes, this Agreement will remain in force until the 2024-25 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2024 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 2024 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, 2024. 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

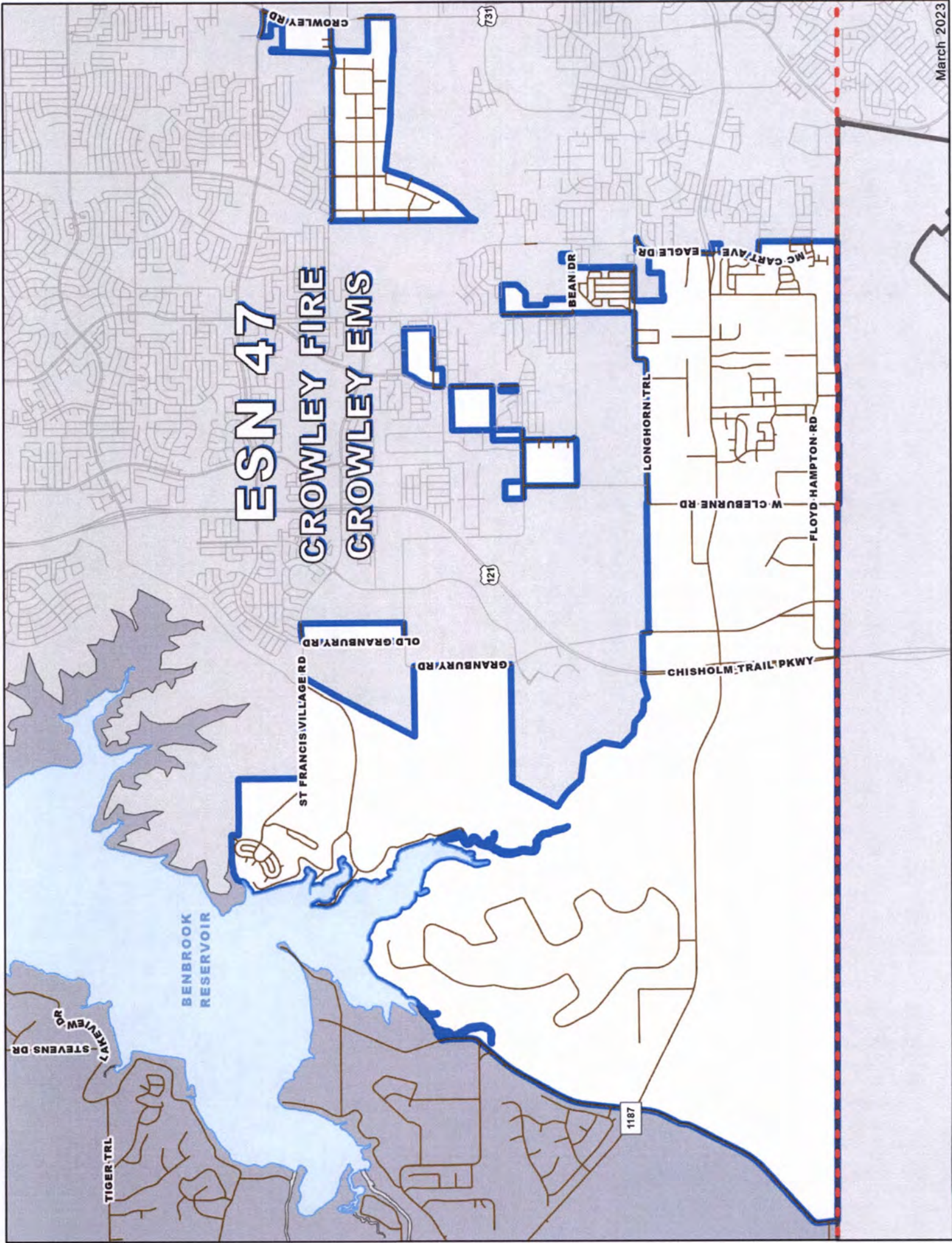
ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary



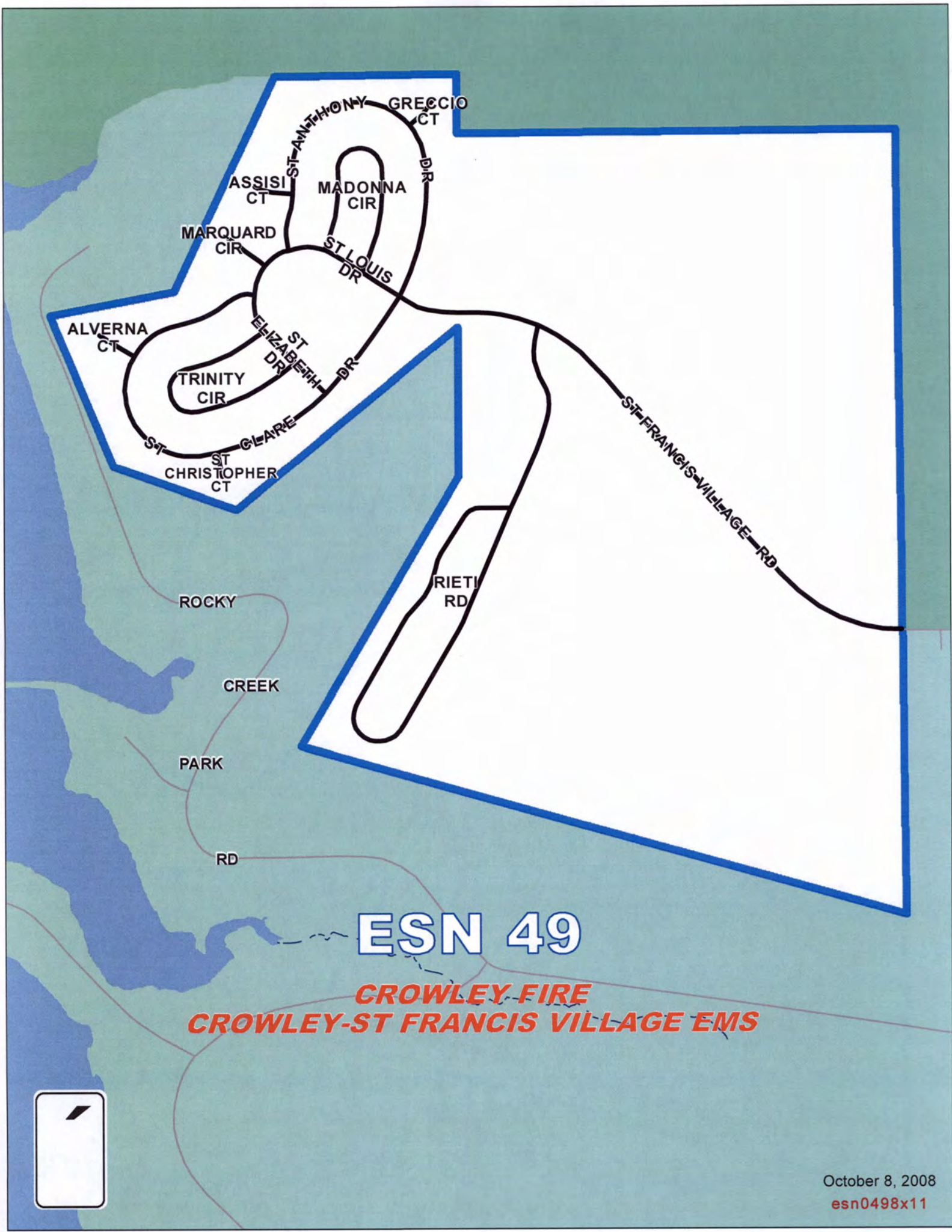


# ESN 47

## CROWLEY FIRE

## CROWLEY EMS





**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 15<sup>th</sup> of the following month that the run is made. Any reports received by the office after the 15<sup>th</sup> 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 8<sup>TH</sup>, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

## **EXHIBIT "C"**

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

#### **EQUIPMENT POLICY**

##### **Table of Contents**

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<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**

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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**

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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**

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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**

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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**

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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.)

<b>Grant Purpose</b>	<b>Amount</b>
SCBA RIT-Pak III	\$3,000.00
Rope rescue equipment	\$14,000.00
IV pump sets and accessories	\$8,000.00



## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Julie Hepler					<b>MEETING DATE:</b> October 19, 2023			
<b>DEPARTMENT:</b> Main Street					<b>AGENDA ITEM:</b> VII-9			
<b>SUBJECT:</b> Discuss and consider approving a special permit for the Christmas in Crowley Lighted Parade.								
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev		PW	<b>BB/ME</b>
	Dept Directo	<b>CW</b>	HR		Comm Services		Other:	
	City Attorney		PD	<b>MR</b>	FD	<b>CS</b>	Other:	

### **BACKGROUND:**

With the completion of the Crowley Crossing Plaza in November, staff is thrilled to announce that the annual Christmas event will take place at this location on December 2, 2023. This much-anticipated event will feature a traditional tree lighting and other festivities. A new addition to this event is a dazzling lighted parade down the newly renovated Main Street, marking the beginning of the celebrations. Following the parade, the plaza will come alive with activities such as photos with Santa, face painting, cookie decorating, bounce houses, and more. On the main stage, enjoy captivating performances by schools, organizations, choirs, and dancers.

To ensure a smooth event, preparations for closing Main Street will commence on Friday. On that day, on-street parking along West Main will be fenced off, and clear signage will be installed to notify drivers of the street closure times for the following day. The parade will assemble at 512 Peach Street, moving east along Main Street. It will pass through the east roundabout, head north on Roberts to Mission, and culminate behind City Hall.

### **RECOMMENDATION:**

Council consideration is respectfully requested.

### **FISCAL INFORMATION:**

\$27,000 is allocated for Christmas in Crowley and Lighted Parade in the 23-24 FY budget.

### **ATTACHMENTS:**

1. Registration Form
2. Event Permit



# Christmas in Crowley Lighted Parade

For more information contact:

Julie Hepler  
Main Street Coordinator  
817-297-2201 ext. 7040  
[jhepler@ci.crowley.tx.us](mailto:jhepler@ci.crowley.tx.us)

Saturday, December 2, 2023

## Parade Entry Form    No Entry Fee

- ❖ Parade line up begins at 4:30 PM at the former CISD building at 512 Peach St
- ❖ Parade begins at 6 PM
- ❖ All entries are required to have Christmas Lights
- ❖ Candy is NOT ALLOWED to be thrown from floats. Walkers accompanying floats may hand out candy to the crowd. Walkers must keep up with their float at all times.
- ❖ Be creative, festive and have fun decorating! Prizes will be awarded for 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> place. Awards will be presented on stage at the plaza following the parade.
- ❖ **Registration must be submitted no later than 12 PM on December 1<sup>st</sup>.**  
Email form to [jhepler@ci.crowley.tx.us](mailto:jhepler@ci.crowley.tx.us). Forms also accepted at City Hall or Crowley Rec Center.  
Mail to: City of Crowley, 201 E Main Street, Crowley, Tx 76036 Attn: Julie Hepler.
- ❖ **NO SANTA CLAUS PLEASE! Santa will be riding in the parade on a city float.**

Individual/Organization \_\_\_\_\_

1<sup>st</sup> Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

2<sup>nd</sup> Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

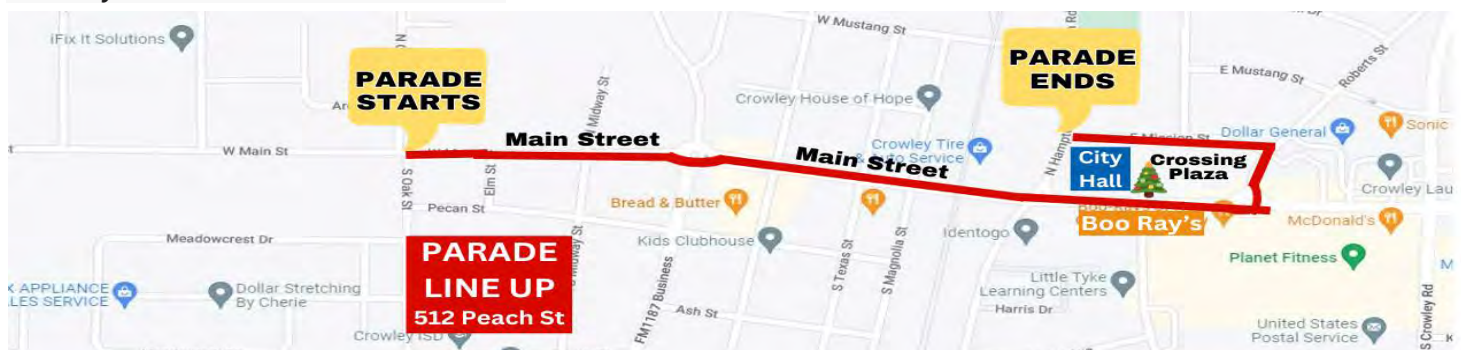
Email: \_\_\_\_\_

Float Description (circle all that apply)

☐ Vehicle    ☐ Truck/Trailer    ☐ Walkers    ☐ ATV/golf cart    ☐ Mini Cars

\*\*\*\*\* **Waiver of Liability inserted here** \*\*\*\*\*

**Photography Disclaimer:** I hereby give The City of Crowley unlimited permission to use, for promotional purposes, any photographs of the participants named above that are made while participating in the Crowley Christmas Parade activities.



Route STARTS at 512 Peach St and ENDS on Mission Street. Parade will travel through the roundabout and exit Roberts Street and then Left on to East Mission to disperse.



## 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)		Today's Date	
Address	City	State	Zip
Phone Number	Cell Phone Number		
Email			
Section 2 – Sponsoring Organization Information			
Corporation/Organization Name of D.B.A.	Type of Organization For Profit      Non-Profit      Other:		
Name of Contact	Email:		
Address	City	State	Zip
Phone Number	Cell Phone Number		

Section 2 – Event Information									
Name of Event							Anticipated Daily Attendance		
Location of Event/physical address									
Property Owner					Owner Phone				
Owner Email:					Has the property owner given authorization to use property? Yes                      No				
Detailed Description of Event									
	Date	Time	Day of Week						
Setup			M	T	W	Th	F	Sat	Sun
Event Start			M	T	W	Th	F	Sat	Sun
Event End			M	T	W	Th	F	Sat	Sun
Teardown			M	T	W	Th	F	Sat	Sun
Additional Information:									



Section 3 – Event Features			
Will there be an admission charge?	Yes	No	If yes, list all price categories below.
Will there be entertainment? <i>A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized.</i>	Yes	No	If yes, please attach a complete list of entertainment.
Will sound amplification be used at the event? Sound amplification:	Yes	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>	Yes	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. <i>(Fee may be charged for Emergency Service personnel)</i>	Yes	No	
Medical Service Provider	Phone		
Will the event include any of the following? ( <b>Indicate on site plan and/or vendor list</b> )			
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>	Yes	No	Complete Tent Worksheet and attach with site plan
Inflatables <i>If inflatable exceeds 400 sq ft, additional permit is required</i>	Yes	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>	Yes	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>	Yes	No	
Temporary restrooms or refuse collection provided? <i>(All trash and debris must be removed)</i>	Yes	No	
Company	Contact name and phone		
Carnival/Amusement Rides <i>A separate Special Use Permit may be required. (additional fees may be applicable)</i>	Yes	No	
Company	Contact name and phone		
Signs / Banners <i>A separate Sign Permit may be required. (additional fees may be applicable)</i>	Yes	No	
Company	Contact name and phone		
Will animals be used in conjunction with event?	Yes	No	If yes, describe below.
Description:			
Is this a run, walk or parade? If yes, attach a map identifying assembly location and route on site plan. <b>Must be submitted 21-days prior to event.</b> <i>(Fee may be charged for Public Service Personnel)</i>	Yes	No	

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

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

## Section 6 – Alcohol

Will there be alcohol at the event? Yes No

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

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

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

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

Will alcohol be provided free of charge? Yes No

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

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

Will the alcohol be sold? Yes No

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

TABC License # \_\_\_\_\_ Expiration \_\_\_\_\_

## Section 11 – Insurance Requirements

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

**All special event applicants shall name the City of Crowley as an “Additional Insured”** on all policies, and shall reflect this on a Certificate of Liability Insurance. A 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:

## Section 13 – Acknowledgement and Signature

Included N/A

Certificate of Liability Insurance  
Detailed Site Plan  
Route Map  
Amusement Ride Certification of Inspection  
Tent Permit Application

Public Works

Approved Denied Initials

Remarks

Fire Department

Approved Denied Initials

Remarks

Police Department

Approved Denied Initials

Remarks

Recreation Center

Approved Denied Initials

Remarks

City Council

Approved Denied Initials

Remarks

## Application for Tent Permit

Section 1 – Applicant Information					
Name of Applicant				Today's Date	
Address		City		State	Zip
Phone Number		Cell Phone Number			
Email					
Section 2 – Person/Organization/Contractor Responsible for Erection of Tent					
Organization					
Address		City		State	Zip
Phone Number		Cell Phone Number			
Email					
Section 3 - Tent Information					
Location of Tent				Number of Tents	Zoning District
Purpose of Tent/Usage Description					
Description of Tent (if multiple list details of each tent)					
Size (ft)	Area (sq ft)	Tent Separation (ft)	Side Walls	Additional Info	
1.     x			Yes    No		
2.     x			Yes    No		
3.     x			Yes    No		
4.     x			Yes    No		
5.     x			Yes    No		
<p>Attach site plan which includes the following:</p> <ol style="list-style-type: none"> <li>1. Accurate site plan with dimensions from property lines and other structures</li> <li>2. Floor plan showing all required exits, no smoking signs, square footage and height of structure</li> <li>3. Occupant Load per manufacturer guidelines</li> <li>4. Membrane type and Fire Resistance Certification (must be attached)</li> <li>5. Locations of fire extinguishers.</li> <li>6. Location of parking</li> <li>7. Location and distance of all heat producing equipment</li> <li>8. Location and distance of all generators</li> </ol>					
Date to be erected			Date to be taken down		
<p>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.</p> <p>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.</p>					
Signature				Date	
Planning and Development Approved		Disapproved		Notes/Special Conditions:	
Fire Marshal Approved		Disapproved		Notes/Special Conditions:	
Fee - Date Paid		Amount Paid		Permit Issued (Number)	



## City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Matt Elgin					<b>MEETING DATE:</b> October 19, 2023			
<b>DEPARTMENT:</b> Public Works/Utilities					<b>AGENDA ITEM:</b> VII-10			
<b>SUBJECT:</b> Discuss and consider approving Resolution R10-2023-402, a resolution accepting conveyance of a 20-foot-wide drainage easement on lot 7R, block 12 of the Mesa Vista Medical Center.								
<b>COORDINATION:</b>	Finance	<b>LW</b>	City Sec		Comm Dev		PW	<b>ME</b>
	Dept Director	<b>ME</b>	HR	<b>N/A</b>	Comm Services		EDC:	<b>JT</b>
	City Attorney	<b>RA</b>	PD		FD	<b>N/A</b>	Admin:	<b>LW</b>

### **BACKGROUND:**

The Texas Health Huguley Inc (Owner) would like to construct an addition to their existing medical building located at the 200 Rock Hill Drive. The existing building sits on Lot 8R of Block 12. That parcel of land (lot 8R block 12) contains a public storm water facility that sits in an existing drainage easement. The location of the existing storm water line is restricting their ability to expand their building to the north, as placing permanent structures within an existing easement is restricted. This storm water facility will need to be relocated to allow the Owner to expand their building. An easement for the storm water facility will need to be conveyed for the new storm line to be placed in. The Owner has requested the ability to relocate the storm water facility and abandon the existing easement. The abandonment of the existing easement will be requested in a future action item.

Texas Health Huguley, Inc. owns the adjacent lot (Lot 7R Block 12) to the north as well. They have proposed (at their expense) relocating the public storm water facility to the adjacent lot. They are offering for City of Crowley Council consideration the conveyance of a drainage easement on Lot 7R Block 12 for the proposed relocation of the public storm water facility.

Once acceptance of the easement is approved, the relocation of the public storm water facility can occur.

### **RECOMMENDATION:**

City Staff recommends acceptance of the conveyance of a new drainage easement on Lot 7R Block 12 of the Mesa Vista Medical Center addition.

### **FINANCIAL INFORMATION:**

The financial impact to the City of Crowley shall be the sum of \$10 for the purchase of the easement from the grantor (Texas Health Huguley, Inc.). The grantor will be responsible for the construction of the new storm facility.

### **ATTACHMENTS:**

Drainage Easement Agreement

Exhibit "A" (Surveyor description of Drainage Easement)



**RESOLUTION NO. R10-2023-402**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY,  
TEXAS AUTHORIZING THE MAYOR TO ACCEPT A DRAINAGE EASEMENT  
DEDICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Texas Health Huguley, Inc. desires to expand an existing building on their property, and in order to do so, they must relocate storm water facilities to a new location and seek abandonment of the existing drainage easement; and

**WHEREAS**, Texas Health Huguley, Inc. has offered to dedicate the new drainage easement needed on Lot 7R, Block 12, to the north of their existing building, and Texas Health Huguley, Inc. will relocate the drainage facilities to the new location at their own expense; and

**WHEREAS**, the City of Crowley desires to accept the dedication of the easement described above and to authorize the Mayor to execute the acceptance of the easement.

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

**SECTION 1.**

The Council hereby authorizes the Mayor to accept on behalf of the City of Crowley the dedication of the 20 ft. wide drainage easement on Lot 7R, Block 12, Mesa Vista Medical Center, from Texas Health Huguley, Inc.

**SECTION 2.**

The Mayor and the City Secretary, in consultation with the City Attorney, are authorized and directed to take all actions necessary to effectuate this resolution.

**SECTION 3.**

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

**PASSED AND APPROVED ON THIS 19th DAY OF OCTOBER, 2023.**

**CITY OF CROWLEY**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF CROWLEY  
DRAINAGE EASEMENT**

**THE STATE OF TEXAS       §  
  § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT     §**

That,           Texas Health Huguley                   ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the CITY OF CROWLEY ("Grantee") of Tarrant County, Texas, a permanent and perpetual easement for the purpose of installing, burying, repairing, maintaining, altering, replacing, relocating, and operating drainage utility facilities and appurtenances in, into, upon, over, across and under that land in Tarrant County, Texas, described as follows, to-wit:

A twenty (20.0) foot wide Permanent Drainage Easement containing approximately 0.072 acres, as more particularly described on Exhibit "A" attached hereto,

together with the right of ingress and egress as necessary for such purposes.

Grantor covenants and agrees that Grantee shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, building or other obstructions as may now or hereafter be found upon said permanent easement.

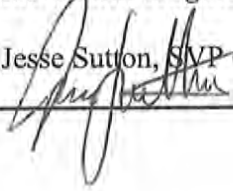
Grantor covenants and agrees that Grantor and Grantor's heirs, representatives, successors, and assigns shall at no time erect, place or construct, or cause to be to be erected, placed or constructed and temporary or permanent structure in, into, upon, over, across or under any easements granted herein.

**TO HAVE AND TO HOLD** the above-described permanent easement forever together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind Grantor, Grantor's heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

EXECUTED this the 5th day of September, 2023.

**"Texas Health Huguley, Inc"**

By: Jesse Sutton, SVP CFO SW Region

Its: 

### SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority in and for said \_\_\_\_\_ 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 executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:

\_\_\_\_\_  
Type or Print Notary's Name

\_\_\_\_\_

### SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority in and for said \_\_\_\_\_ 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 executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:

\_\_\_\_\_  
Type or Print Notary's Name

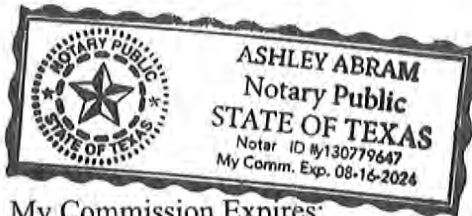
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## CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS           §  
   §  
COUNTY OF Tarrant   §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Jesse Sutton, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the SVP, CFO of Texas Health Huguley and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 2023.



My Commission Expires:

8/16/2024

[Signature]  
Notary Public in and for the State of Texas

Ashley Abram  
Type or Print Notary's Name

**CITY OF CROWLEY – GRANTEE**

By: Billy Davis, Mayor