



Regular Session
Council Agenda Packet
January 18, 2024

CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
January 18, 2024
ATTENDANCE SHEET

	<u>Worksession</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	_____	_____
Staff:		
Robert Loftin, City Manager	_____	_____
Lori Watson, Deputy City Mgr/Finance Director	_____	_____
Jack Thompson, Asst City Mgr/EDC Director	_____	_____
Cristina Winner, Asst City Mgr/Comm Serv Director	_____	_____
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	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____



**AGENDA
CROWLEY CITY COUNCIL
JANUARY 18, 2024
WORK SESSION - 6:30 p.m.**

Crowley City Hall
201 E. Main Street
Crowley TX 76036

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

WORK SESSION - January 18, 2024 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. Provide input to city staff on updates to the subdivision ordinance.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

III. CONSENT AGENDA

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

1. Discuss and consider approving the minutes from the regular meeting held January 4, 2024.

IV. PUBLIC HEARINGS

1. Hold a Public Hearing to discuss and consider approving Ordinance No. 01-2024-515, providing for the voluntary annexation into the city of Crowley, Texas, of the hereinafter described 5.2 acre tract of land for all municipal purposes; approving the agreement regarding services after annexation for such territory; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date.

V. CITY BUSINESS

1. Discuss and consider adoption of Resolution R01-2024-407 amending and updating the designated "authorized signature" for the City of Crowley Depository PNC Bank.
2. Discuss and consider adoption of Resolution R01-2024-408 to amend the Texpool Authorized Representatives.
3. Interlocal agreement with Tarrant County Precinct 1 for reconstruction and paving improvements for S. Oak St, Elm St. 2 sections of Skelly St.
4. Discuss and consider an Interlocal Agreement regarding Crowley Crossing Plaza project restrooms and Trellis.
5. Discuss and consider Special Event Permit application for the Karis Spring Event to be held on Saturday, March 23, 2024.

VI. ADJOURNMENT



**AGENDA
CROWLEY CITY COUNCIL
JANUARY 18, 2024
REGULAR SESSION - 7:00 p.m.**

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

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

REGULAR SESSION - January 18, 2024 - 7:00 pm

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGE TO ALLEGIANCE TO THE AMERICAN AND TEXAS FLAGS

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

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

IV. PRESENTATIONS/PROCLAMATIONS

1. None.

V. CONSENT AGENDA

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5. Discuss and consider Special Event Permit application for the Karis Spring Event to be held on Saturday, March 23, 2024.

VIII. ADVISORY BOARDS AND COMMISSIONS

1. **Reports**
None
2. **Appointments/Reappointments**
None

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

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, Jan 18, 2024, of the governing body of the City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

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

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



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Rachel Roberts					MEETING DATE: January 18, 2024			
DEPARTMENT: Community Development					AGENDA ITEM: Work Session II-1			
SUBJECT: Provide input to city staff on updates to the subdivision ordinance								
COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney	RA	PD		FD		Admin:	CM/ACM

BACKGROUND:

TOASE is currently working on an update to our subdivision regulations to make sure we are in compliance with all new state laws that became effective on Sept. 1. But before they finish the update, they need input from the city on a new law concerning approval of plats.

Previously, state law allowed cities to authorize staff to approve minor and amending plats. Under the new law, staff can approve all plats if authorized to do so under their city code. While we assume the Council would prefer to keep the city's existing approval process in place in most cases, there are some instances when it may be beneficial to delegate approval authority. Staff would like guidance from the Council on whether you would consider allowing staff to approve plats in the following circumstances.

1) When a plat has been approved conditionally or denied.

Under the current state law, if a plat has been denied or approved conditionally, the applicant can resubmit the plat at any time, and the approving body (Council for preliminary plats, P&Z for most final plats) must consider the plat within 15 days. We expect that, in many cases, the city will have to call special meetings in order to get these plats on an agenda within the required time frame.

If staff had the authority to approve these plats, then if the plat has addressed all staff comments in the resubmittal, we could avoid having to call special meetings.

2) Preliminary or final plats under a certain size.

City staff have the authority to approve minor plats. These plats involve four lots or fewer, where the property already has frontage on a public street and does not require the extension of city utilities. But if an applicant is required to extend water and sewer lines to a property, for example, even if only one lot is being platted, the final plat still needs approval from the Planning & Zoning Commission. Are there circumstances where the Council would be comfortable allowing staff approval of plats that involve four lots or fewer where new infrastructure needs to be provided?

ATTACHMENTS:

Excerpt from HB 3699:

Sec. 212.0093. APPROVAL PROCEDURE: APPLICANT RESPONSE TO
CONDITIONAL APPROVAL OR DISAPPROVAL. After the conditional
approval or disapproval of a plat under Section 212.0091,
the applicant may submit to the municipal authority or governing
body that conditionally approved or disapproved the plat
a written response that satisfies each condition for the
conditional approval or remedies each reason for disapproval
provided. The municipal authority or governing body may not
establish a deadline for an applicant to submit the response.

Sec. 212.0095. APPROVAL PROCEDURE: APPROVAL OR DISAPPROVAL
OF RESPONSE. (a) **A municipal authority or governing body that
receives a response under Section 212.0093 shall determine whether
to approve or disapprove the applicant's previously conditionally
approved or disapproved plat not later than the 15th day
after the date the response was submitted... [emphasis added]**



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Carol Konhauser City Secretary		MEETING DATE: January 18, 2024					
DEPARTMENT: Administration		AGENDA ITEM: V-1					
SUBJECT:		Discuss and consider approving the minutes from the regular meeting held January 4, 2023.					
COORDINATION:	Finance		City Sec		Comm Dev		PW
	Dept Directo		HR		Comm Services		Other:
	City Attorney		PD		FD		Other:

BACKGROUND:

Consider approval of minutes as presented.

RECOMMENDATION:

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

FINANCIAL INFORMATION:

Approval of the minutes does not affect the budget.

ATTACHMENTS:

1. Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD JANUARY 4, 2024. The City Council of the City of Crowley, Texas met in Work Session on Thursday, January 4, 2024, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Johnny Shotwell, City Council Place 1
Council Member Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Mayor Pro-Tem Jim Hirth, City Council Place 4
Council Member Matt Foster, Place 5
Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager Robert Loftin
Asst City Mgr/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
HR Administrator, Lisa Hansen

Absent: None

CALL TO ORDER/ ROLL CALL

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

DISCUSSION OF NON-ACTION ITEMS

1. None.

CONSENT AGENDA

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

1. Discuss and consider approving the minutes from the regular meeting held December 7, 2023 and the Special Called meeting held on December 19, 2023.
2. Discuss and consider approval of the 2024-2025 annual contract for fire and ambulance services with Saint Francis Village and authorize the Mayor to execute said contract.

No discussion.

PUBLIC HEARING

1. Hold a public hearing to discuss and consider approving Ordinance 01-2024-514 for a specific use permit and accompanying site plan to allow a building taller than 45 feet in the "C-P" Civic-Public zoning district at 1005 W Main St, whose legal description is Crowley High School Addition Block 1 Lot 1, as requested by VLK Architects. Case # SUP-2023-004.

No discussion

CITY BUSINESS

1. Discuss and consider approving Ordinance 01-2024-513 an ordinance amending Chapter 90 "Vehicles for Hire," Article II "Towing Services", by repealing and replacing with a new Article II "Towing and Wrecker Services" and amending Appendix A, Schedule of Rates, Fees and Charges for permit licensing and inspections; and authorizing the city manager to

execute an agreement with JDB Towing, LLC. Beard's Towing to provide wrecker services for the city.

No discussion

2. Discuss and consider approval of the Developer Agreement for Canoe Way Townhomes Tract 1.

No discussion

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:34 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD JANUARY 4, 2024. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, January 4, 2024, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Johnny Shotwell, City Council Place 1
Council Member Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Mayor Pro-Tem Jim Hirth, City Council Place 4
Council Member Matt Foster, Place 5
Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager Robert Loftin
Asst City Mgr/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
HR Administrator, Lisa Hansen

Absent: None

CALL TO ORDER/ ROLL CALL

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

INVOCATION/PLEDGE OF ALLEGIANCE

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

PRESENTATIONS/PROCLAMATIONS

1. None

CONSENT AGENDA

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

1. **Discuss and consider approving the minutes from the regular meeting held December 7, 2023 and the Special Called meeting held on December 19, 2023.**
2. **Discuss and consider approval of the 2024-2025 annual contract for fire and ambulance services with Saint Francis Village and authorize the Mayor to execute said contract.**

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

PUBLIC HEARING

1. **Hold a public hearing to discuss and consider approving Ordinance 01-2024-514 for a specific use permit and accompanying site plan to allow a building taller than 45 feet in the “C-P” Civic-Public zoning district at 1005 W Main St, whose legal description is Crowley High School Addition Block 1 Lot 1, as requested by VLK Architects. Case # SUP-2023-004.**

Mayor Davis opened the public hearing at 7:02 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 7:03 pm.

Council Member Jim Hirth made the motion to approve Ordinance 01-2024-514, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

CITY BUSINESS

1. **Discuss and consider approving Ordinance 01-2024-513 an ordinance amending Chapter 90 "Vehicles for Hire," Article II "Towing Services", by repealing and replacing with a new Article II "Towing and Wrecker Services" and amending Appendix A, Schedule of Rates, Fees and Charges for permit licensing and inspections; and authorizing the city manager to execute an agreement with JDB Towing, LLC. Beard's Towing to provide wrecker services for the city.**

Council Member Jesse Johnson made the motion to approve Ordinance 01-2024-513 with the City Attorneys revisions and authorize the City Manager to execute an agreement with JDB Towing, LLC; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. **Discuss and consider approval of the Developer Agreement for Canoe Way Townhomes Tract 1.**

Council Member Matt Foster made the motion to approve the Developer Agreement for Canoe Way Townhomes Tract 1, second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion carried 7-0

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:
None
2. Appointments/Reappointments:
None.

PUBLIC COMMENT

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

ITEMS OF COMMUNITY INTEREST

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

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:06 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary

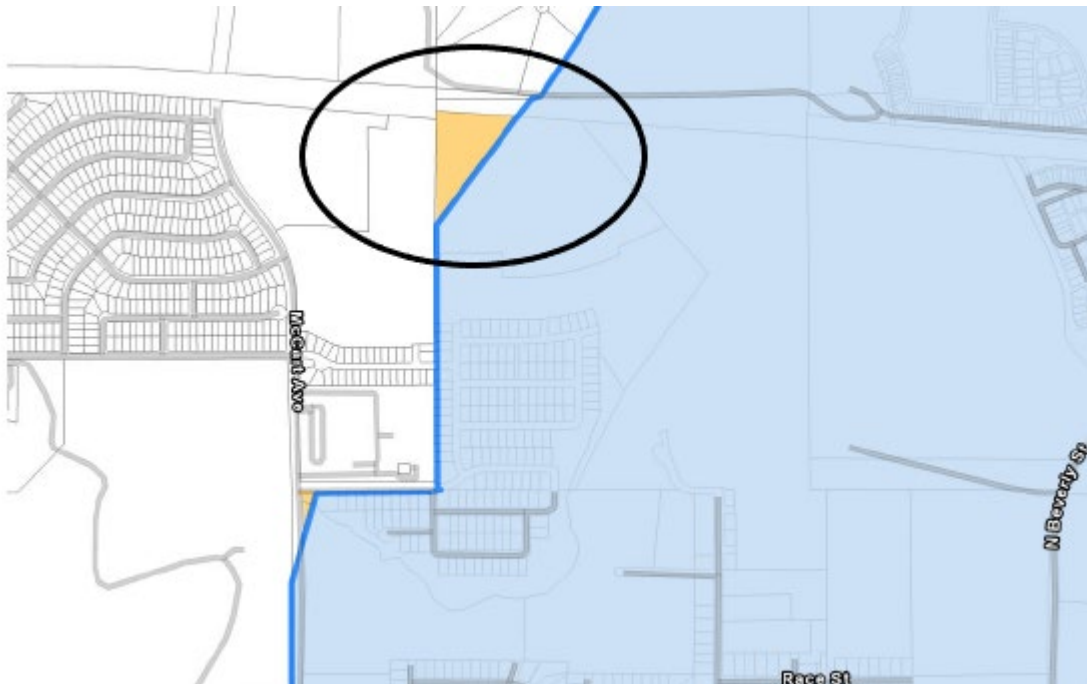


City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Rachel Roberts				MEETING DATE: January 18, 2024				
DEPARTMENT: Community Development				AGENDA ITEM: VI-1				
SUBJECT: Hold a Public Hearing to discuss and consider approving Ordinance No. 01-2024-515, providing for the voluntary annexation into the city of Crowley, Texas, of the hereinafter described 5.2 acre tract of land for all municipal purposes; approving the agreement regarding services after annexation for such territory; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date								
COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney	RA	PD		FD		Admin:	JT, LW, RL

BACKGROUND:

In 2017, the City of Crowley and the City of Fort Worth approved a boundary adjustment of approximately 5.2 acres. The adjustment was intended to move property from the City of Fort Worth extra-territorial jurisdiction into the City of Crowley city limits. However, the ordinance (written by the City of Fort Worth) actually moved the land into the Crowley ETJ instead of the city limits. This error was discovered during the recent work to adopt an official city map.



This property falls within the MiraVerde Addition Phase 2. When the boundary adjustment occurred, the developer had intended for the 5.2 acres to be within the Crowley city limits, as did the City of

Crowley. This ordinance will correct the error made in 2017 by annexing the property into the city limits. It also provides for a service plan as required under state law.

RECOMMENDATION:

Staff recommend approval.

COUNCIL ACTION:

Sample motions:

APPROVAL: I motion to approve Ordinance # and the accompanying service agreement.

DENY: I motion to deny Ordinance #

POSTPONE: I make a motion to continue this item until [state date].

FINANCIAL INFORMATION:

After the MiraVerde Phase 2 Addition is developed, Crowley will be responsible for the maintenance of all public infrastructure within the 5.2 acres and for fire and police services. Crowley will already be serving the 45 acres of the remainder of MiraVerde Ph 2, and extending that service to the additional 5 acres will not significantly increase the city's cost burden.

ATTACHMENTS:

- Ordinance annexing the 5.2 acres
- Exhibits: metes & bounds description; survey; service agreement

ORDINANCE NO. 01-2024-515

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION INTO THE CITY OF CROWLEY, TEXAS, OF THE HEREINAFTER DESCRIBED 5.2 ACRE TRACT OF LAND FOR ALL MUNICIPAL PURPOSES; APPROVING THE AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the property owner has submitted a request for voluntary annexation of an approximate 5.2 tract of land (the “Territory”), in accordance with Subchapter C-3 of Chapter 43, Local Government Code; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the Crowley City Council on January 18, 2024; and

WHEREAS, the Territory described herein is within the exclusive extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, an Agreement Regarding Services After Annexation has been prepared and is attached to and adopted with this Ordinance; and

WHEREAS, all requirements of law have been met for annexation of the Territory in compliance with Chapter 43 of the Texas Local Government Code.

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

SECTION 1.

All portions of the approximate 5.2 acre Territory located in Tarrant County, Texas, are hereby annexed to the City as a part of the city for all municipal purposes, and the city limits are extended to include the Territory more particularly described and depicted on Exhibit “A”, attached to and incorporated in this Ordinance for all purposes. In the event of any discrepancy in the written description above and the depiction on the Exhibit “A”, the depiction on Exhibit “A” shall control.

SECTION 2.

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3.

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the Territory annexed as required by law.

SECTION 4.

The City Secretary is directed to file or cause to be filed a certified copy of this Ordinance in the offices of the county clerk of Tarrant County, Texas and with the Tarrant County Appraisal District.

SECTION 5.

The Agreement Regarding Services After Annexation for the Territory, attached as Exhibit “B” and incorporated in this Ordinance, is approved in all things and made a part of this Ordinance for all purposes.

SECTION 6.

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 7.

Should any section or part of this Ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 8.

Should this Ordinance for any reason be ineffective as to any part of the area hereby annexed to the City, such ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of this Ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City every part of the Territory described in Section 1 of this Ordinance, regardless of whether any part of such described Territory is hereby not effectively annexed to the City. Provided, further, that if there is included within the

general description of the Territory set out in Section 1 of this Ordinance to be hereby annexed to the City any lands or area which are presently part of and included within the limits of any other city, town or village, for which permission is not granted for the City to annex the same is hereby excluded and excepted from the Territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

SECTION 9.

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

PASSED AND APPROVED ON THIS 18TH DAY OF JANUARY, 2024.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

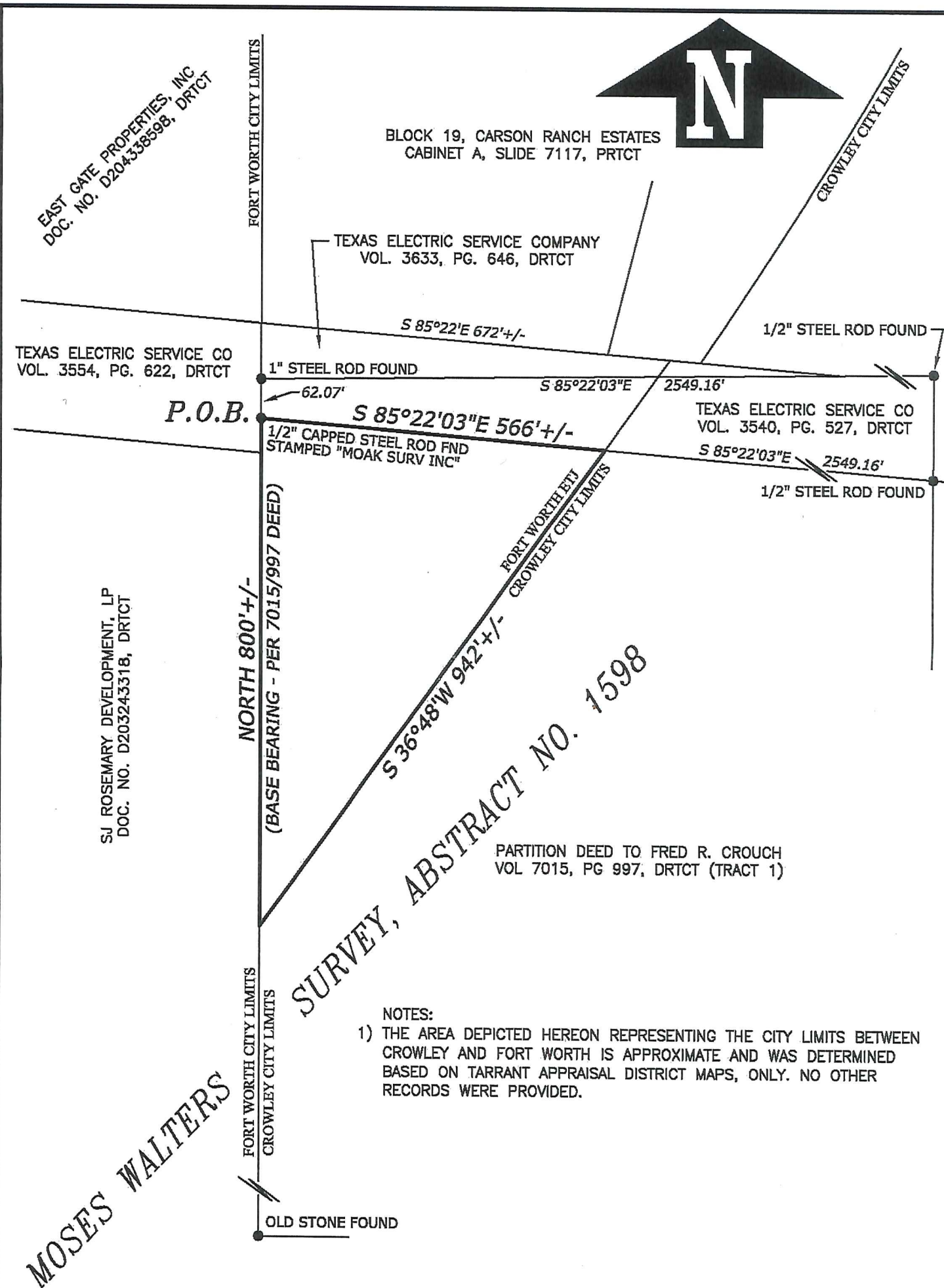
APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT “A”
PROPERTY DESCRIPTION

EXHIBIT “B”

AGREEMENT REGARDING SERVICES AFTER ANNEXATION



SURVEY, ABSTRACT NO. 1598

NOTES:
1) THE AREA DEPICTED HEREON REPRESENTING THE CITY LIMITS BETWEEN CROWLEY AND FORT WORTH IS APPROXIMATE AND WAS DETERMINED BASED ON TARRANT APPRAISAL DISTRICT MAPS, ONLY. NO OTHER RECORDS WERE PROVIDED.

SKETCH SHOWING
PROPOSED CITY LIMITS ANNEXATION
IN THE
MOSES WALTERS SURVEY, ABSTRACT 1598
TARRANT COUNTY, TEXAS
SEE ATTACHED DESCRIPTION

Scale 1" = 200'

LEGEND

- FOUND STEEL ROD
- SET CAPPED STEEL ROD
- + CROSS CUT IN CONCRETE
- ⊕ FOUND STEEL PIPE
- FOUND BOIS D'ARC STAKE
- \\— UTILITY LINE
- x— CENTERLINE FENCE

© 2017 David C. Moak Surveyors, Inc.
Copies of this plat not containing an impression seal and original red ink signature should be assumed to contain unauthorized alterations therefore voiding the stated certification.

COORDINATE FILE: 13-058.CRD

Moak Surveyors, Inc.

LICENSED STATE AND REGISTERED
PROFESSIONAL LAND SURVEYORS
Texas • New Mexico • Arizona • Nevada
License No. 10008600
1105 Cheek Sparger Road, Colleyville, Texas 76034
Metro 817-268-2211 • Fax 817-282-0401
www.moaksurveyors.com

DATE 6-19-2017JOB #13-058CL-1

DESCRIPTION

ALL that certain tract or parcel of land situated in the MOSES WALTERS SURVEY, Abstract No. 1598, Tarrant County, Texas and being a portion of that same tract described in Partition Deed to Fred R. Crouch (Tract 1) as recorded in Volume 7015, Page 997, Deed Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped steel rod stamped "MOAK SURV INC" set at the southwest comer of that same tract described to Texas Electric Service Company as recorded in Volume 3540, Page 527, Deed Records, Tarrant County, Texas from which a 1inch steel rod found at the northwest comer of said Tract bears NORTH 62.07 feet;

THENCE South 85 degrees 22 minutes 03 seconds East with the south boundary line of said Texas Electric Service Company Tract, approximately 566 feet to the intersection of the said south boundary line and the Crowley northwesterly city limits line;

THENCE southwesterly along said Crowley city limits line, approximately 942 feet to the west boundary line of said Tract 1;

THENCE NORTH (base bearing - deed call NORTH) with the west boundary line of said Tract 1, approximately 800 feet to the Place of Beginning.

NOTES:
1) THE AREA DEPICTED HEREON REPRESENTING THE CITY LIMITS BETWEEN CROWLEY AND FORT WORTH IS APPROXIMATE AND WAS DETERMINED BASED ON TARRANT APPRAISAL DISTRICT MAPS, ONLY. NO OTHER RECORDS WERE PROVIDED.

SKETCH SHOWING
PROPOSED CITY LIMITS ANNEXATION
IN THE
MOSES WALTERS SURVEY, ABSTRACT 1598
TARRANT COUNTY, TEXAS
SEE ATTACHED DESCRIPTION

Scale 1" = 200'

LEGEND

- FOUND STEEL ROD
- SET CAPPED STEEL ROD
- + CROSS CUT IN CONCRETE
- ⊕ FOUND STEEL PIPE
- FOUND BOIS D'ARC STAKE
- \\— UTILITY LINE
- x— CENTERLINE FENCE

PAGE 2 OF 2

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Copies of this plat not containing an impression seal and original red ink signature should be assumed to contain unauthorized alterations therefore voiding the stated certification.

COORDINATE FILE: 13-058.CRD

Moak Surveyors, Inc.

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PROFESSIONAL LAND SURVEYORS

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www.moaksurveyors.com

Date 6-19-2017

Job #13-058CL-2

AGREEMENT REGARDING SERVICES AFTER ANNEXATION

WHEREAS, the City of Crowley, Texas (“City”) has received a petition for voluntary annexation from _____ (“Owner”), the owner of the approximate 5.2 acre tract of land, more particularly described and depicted in the attached Exhibit A (the “Property”), which property is currently in the extraterritorial jurisdiction of the City; and

WHEREAS, Section 43.0672 Texas Local Government Code, requires that the City and owners of the land being annexed under Subchapter C-3 enter into a written agreement regarding the provisions of services in the area being annexed.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Owner agree as follows:

Municipal services to the Property shall be furnished after the effective date of annexation by the City at the following levels and in accordance with the following schedule:

1. Upon the effective date of annexation the City will provide the following services to the newly annexed area:

A. Police Protection

The City will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population.

B. Fire Protection and Emergency Medical Service

The City will provide fire protection and emergency medical service to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population.

C. Solid Waste Collection

Solid waste collection is available in the newly annexed area at the same fee as paid by other citizens within the city limits for the same service by the franchised solid waste provider.

D. Maintenance of Water and Waste Water Facilities

The City is not aware of any water or waste water facilities owned or maintained by the City at the time of the proposed annexation in the area to be annexed. Any water or waste water facilities which the City may acquire subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership. It is the intent of the City to maintain all water and wastewater facilities in the annexed area that are not within the service area of any other water or wastewater utility.

E. Maintenance of Roads and Streets

The City is not aware of any roads, streets or alleyways at the time of the proposed annexation in the area to be annexed. Any road, streets, or alleyways which have been dedicated to the City or which are owned by the City shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density. Lighting of roads, streets, and alleyways which may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations, and fees of the utility.

2. Schedule within which the City will provide services not being provided on the effective date of annexation:

A. All municipal services will be available to the Property upon annexation, and the City finds it to be unnecessary to acquire or construct any capital improvements for the purpose of providing such services.

B. Additional Capital Improvements

1. The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.
2. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas Local Government Code. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided other areas of the City. These differences are specifically dictated because of differing characteristics of the property and the City will undertake to perform consistent with this agreement so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City who reside in areas of similar topography, land utilization and population.

In Witness Whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date indicated below.

CITY OF CROWLEY, TEXAS

By: _____
Its: _____
Date: _____

ATTEST:

City Secretary

OWNER: _____

By: _____
Printed Name: _____
Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

Before me _____ on this day personally appeared
_____ known to me (or proved to me on the oath of _____ or through
_____ (description of identity card or other document) 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
_____, 2024.

Notary Public, State of Texas

EXHIBIT “A”

PROPERTY DESCRIPTION/DEPICTION



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Heather Gwin					MEETING DATE: January 18, 2024			
DEPARTMENT: Finance					AGENDA ITEM: VII-1			
SUBJECT: Discuss and consider adoption of Resolution R01-2024-407 amending and updating the designated “authorized signature” for the City of Crowley Depository PNC Bank.								
COORDINATION:	Finance	HG	City Sec		Comm Dev		PW	
	Dept Director	LW	HR		Comm Services		EDC:	
	City Attorney		PD		FD		Admin:	

BACKGROUND:

The Depository for the City of Crowley is PNC Bank and currently the authorized signatures for the accounts are City Manager Robert Loftin, Deputy City Manager/Finance Director Lori Watson and City Secretary Carol Konhauser. Council will need to update and add Cristina Winner, Assistant City Manager as an authorized signature.

RECOMMENDATION:

Staff recommends approval of the following authorized signatures on accounts

- City Manager Robert Loftin
- Deputy City Manager/Finance Director Lori Watson
- City Secretary Carol Konhauser
- Assistant City Manager Cristina Winner

FINANCIAL INFORMATION:

There are no costs associated with the designation of authorized signatures.

ATTACHMENTS:

Resolution R01-2024-407

RESOLUTION No. R01-2024-407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, AMENDING DESIGNATED AUTHORIZED SIGNATURES FOR THE WITHDRAWAL OF FUNDS ON CITY ACCOUNTS WITH PNC BANK (BANK DEPOSITORY OF THE CITY); PROVIDING AN EFFECTIVE DATE.

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

SECTION 1.

Funds of the City of Crowley, Texas, on deposit at and with the PNC BANK ("Bank") may be withdrawn upon the joint signatures of two officials of the City of Crowley, Texas, as herein designated.

SECTION 2.

The authorized stamped signatures shall be that of:

Robert Loftin, City Manager

Carol Konhauser, City Secretary

Lori Watson, Deputy City Manager/Finance Dir.

Cristina Winner, Assistant City Manager

Section 3.

A signed and certified copy of this Resolution shall be delivered to the designated Bank depository and said Bank shall be entitled to rely on this Resolution and the signature cards as provided by said Bank.

Section 4.

This Resolution supersedes all prior Resolutions of the City of Crowley relating to authorized signatures for withdrawal of City funds.

PRESENTED AND APPROVED on this the 18th day of January 2024, at a regular meeting of the City Council of the City of Crowley, Texas.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser
City Secretary



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Heather Gwin					MEETING DATE: January 18, 2024			
DEPARTMENT: Finance					AGENDA ITEM: VII-2			
SUBJECT: Discuss and consider adoption of Resolution R01-2024-408 to amend the Texpool Authorized Representatives.								
COORDINATION:	Finance	HG	City Sec		Comm Dev		PW	
	Dept Director	LW	HR		Comm Services		EDC:	
	City Attorney		PD		FD		Admin:	

BACKGROUND:

Resolution to add Assistant City Manager Cristina Winner to the authorized signatures of the Texpool account.

RECOMMENDATION:

Staff recommends adopting the Resolution to amend the authorized representatives for Texpool to include Cristina Winner.

FINANCIAL INFORMATION:

None

ATTACHMENTS:

Resolution R01-2024-408

RESOLUTION No. R01-2024-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES FOR THE CITY, FOR PURPOSES OF TRANSMITTING FUNDS FOR INVESTMENT IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOLS (TEXPOOL/TEXPOOL PRIME), WITHDRAWING FUNDS FROM TEXPOOL, ISSUING LETTERS OF INSTRUCTION, AND TAKING ALL OTHER ACTIONS DEEMED NECESSARY OR APPROPRIATE FOR THE INVESTMENT OF LOCAL FUNDS

WHEREAS, the City of Crowley, Texas, Location Number 78193, is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Crowley to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/TexPool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

THAT the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City of Crowley and are each hereby authorized to transmit funds for investment in TexPool/TexPool *Prime*, to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

THAT an Authorized Representative of the City of Crowley may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City of Crowley's TexPool/TexPool *Prime* account or (2) is no longer employed by the City of Crowley; and

THAT an Authorized Representative of the City of Crowley may, by Amending Resolution signed by an Authorized Representative of the City of Crowley, add or remove an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the City of Crowley Participant.

THAT the list of Authorized Representatives of the City of Crowley, each of which will be issued a personal identification number to transact business with TexPool/TexPool *Prime*, is as follows:

1. Name: Robert Loftin
Title: City Manager
Phone: (817) 297-2201
Fax: (817) 297-4911
Email: rloftin@ci.crowley.tx.us

Signature: _____

2. Name: Lori Watson
Title: Deputy City Manager/Finance Director
Phone: (817) 297-2201
Fax: (817) 297-4911
Email: lwatson@ci.crowley.tx.us

Signature: _____

3. Name: Pamela Atchison
Title: Accounting Clerk
Phone: (817) 297-2201
Fax: (817) 297-4911
Email: patchison@ci.crowley.tx.us

Signature: _____

4. Name: Carol Konhauser
Title: City Secretary
Phone: (817) 297-2201
Fax: (817) 297-4911
Email: ckonhauser@ci.crowley.tx.us

Signature: _____

5. Name: Cristina Winner
Title: Assistant City Manager
Phone: (817) 297-2201
Fax: (817) 297-4911
Email: cwinner@ci.crowley.tx.us

Signature: _____

THAT the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participant Agreement is:

Name: Pamela Atchison
Phone: (817) 297-2201
Email: patchison@ci.crowley.tx.us

THAT this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until TexPool/TexPool *Prime* receives a copy of any such amendment or revocation.

PASSED and **APPROVED** at a regular meeting of the City Council of Crowley, Texas, on this 18th day of January 2024.

ATTEST

SIGNED:

Carol C. Konhauser
City Secretary

Billy P. Davis, Mayor

APPROVED AS TO FORM:

Rob Allibon
City Attorney



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Mike Rocamontes					MEETING DATE: January 18, 2024			
DEPARTMENT: Public Works					AGENDA ITEM: VII-3			
SUBJECT: Interlocal agreement with Tarrant County Precinct 1 for reconstruction and paving improvements for S. Oak St, Elm St. 2 sections of Skelly St.								
COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney		PD		FD		Admin:	

BACKGROUND:

The Public Works Department is requesting approval to enter into an Interlocal Agreement with Tarrant County for the reconstruction and paving improvements of four (4) city streets. The work will be completed on Skelly Street from N. Trail Street to Water Lane, Skelly Street from Water Lane to N. Oak Street, Elm Street from W. Main Street to Pecan Street and S. Oak St. from W. Main Street to S. Beverly Street. This agreement is the same as prior agreements with the county providing labor and equipment for construction and the city purchasing materials.

RECOMMENDATION:

Staff recommends approval of the interlocal agreement

FINANCIAL INFORMATION:

The total estimated cost for reconstruction of the roadways is \$272,053. This includes a 10% contingency if material prices increase. This was an approved Capital Request for the FY 23-24 budget year.

ATTACHMENTS:

1. Tarrant County ILA

THE STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT FOR
THE RECONSTRUCTION OF VARIOUS STREETS
WITHIN THE CITY OF CROWLEY

This Agreement is between Tarrant County, Texas ("COUNTY") acting by and through its duly authorized County Commissioner Court, and the City of Crowley, Texas ("CITY") acting through its duly authorized City Manager.

WHEREAS, the Interlocal Cooperation Act, (Texas Government Code Section 791.001 et seq.) provides legal authority for this Agreement; and

WHEREAS, the CITY is requesting the COUNTY's assistance with the reconstruction of various streets within the City of Crowley:

- Reconstruction of Skelly Street from N. Trail Street to Water Lane being approximately 1,556 square yards, to apply two inches of type B and D asphalt
- Reconstruction of Skelly Street from Water Lane to N. Oak Street being approximately 2,489 square yards, to apply two inches of type B and D asphalt
- Reconstruction of Elm Street from W. Main Street to Pecan Street being approximately 533 square yards, to apply two inches of type B and D asphalt
- Reconstruction of S. Oak Street from W. Main Street to S. Beverly Street being approximately 4,320 square yards, to apply two inches of type B and D asphalt

Collectively referred to as the "Project"; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, The Commissioners Court of the COUNTY and the Council of the CITY each make the following findings:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and

- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the County and City agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

1.1 COUNTY will furnish the labor and equipment for the Project.

1.2 COUNTY agrees to reconstruct the aforementioned streets being approximately a total of 8,898 square yards.

2. CITY RESPONSIBILITY

With respect to each part of the Project:

- 2.1 The CITY will furnish and pay for all materials, including trucking costs, for the Project.
- 2.2 The CITY will furnish all rights-of-way and plan specifications. The CITY will also furnish all engineering drawings, if necessary, which will include required drainage grades and American with Disabilities Act approved entrances, if required. The CITY will pay for drainage culverts, if needed, for any part of the Project.
- 2.3 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and
- 2.4 CITY will provide temporary driving lane markings.
- 2.5 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction; and
- 2.6 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project.
- 2.7 CITY will furnish a site for dumping waste in close proximity to the job site for materials generated during this Project.
- 2.8 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design, development, implementation and maintenance of the Plan for the duration of each part of the Project. The COUNTY will inform the CITY if the Plan needs maintenance during construction.
- 2.9 The CITY is responsible for the scheduling and milling cost required for the PROJECT.

3.0 CITY will provide a porta toilet, if requested by COUNTY.

3. PROCEDURES DURING PROJECT

- 3.1 The COUNTY retains the right to inspect and reject all materials the CITY provides for the Project.
- 3.2 If the CITY has a complaint regarding the construction of any part of the Project, the CITY must complain in writing to the COUNTY no later than thirty (30) days from the date of completion of that particular portion of the Project. Upon expiration of thirty (30) days after completion of a particular portion of the Project, the CITY will be responsible for all maintenance and repairs of that street. The reference to a "portion of the Project" as used in this Agreement refers to an individual street identified on the attached exhibit.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive the COUNTY's rights under a legal theory of sovereign immunity. This Agreement does not waive the CITY's right under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If necessary, the COUNTY will furnish flag persons.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

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

9. EFFECTIVE DATE

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

10. COMPLIANCE WITH LAWS

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

11. TERMINATION OF AGREEMENT

The initial term of this Agreement is until October 1, 2025 and will automatically renew for a like term thereafter until (1) the Project is completed or (2) the Agreement is terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with thirty (30) days written notice of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except the CITY remains liable for payment to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the Project, if any.

SIGNED AND EXECUTED this _____ day of _____, 2023

COUNTY OF TARRANT
STATE OF TEXAS

CITY OF CROWLEY

County Judge
Tim O'Hare

Billy P. Davis, Mayor

Date: _____

Date: _____

Commissioner, Precinct 1
Roy Charles Brooks

Attest:

Attest:

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

Craig Price

CRIMINAL DISTRICT ATTORNEY'S OFFICE

*By law, the Criminal District Attorney's Office may only
Approve contracts for its clients. We reviewed this document
For our client's legal perspective. Other parties may not rely
On this approval. Instead, those parties should seek contract
Review from independent counsel.



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Lori Watson, DCM					MEETING DATE: January 18, 2024			
DEPARTMENT: Admin					AGENDA ITEM: VII-4			
SUBJECT: Discuss and consider an Interlocal Agreement regarding Crowley Crossing Plaza project restrooms and Trellis.								
COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Director		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

The design of the plaza did not include the design or construction of public restrooms. There is water and sewer inside the previous fire bay. Staff has included the design of these restrooms in the city hall expansion project. The EDC board previously approved the design cost from Magee Architects. CMAR bid proposals were received, and Johnson Construction Services was recommended as the low bid. In addition, a trellis was designed to blend the outside of the building with the plaza area. This agreement allows the city to pay for construction services and be reimbursed for the restroom and trellis costs at the end of the project.

RECOMMENDATION:

Staff respectfully recommends approval of the Interlocal Agreement.

FISCAL INFORMATION:

The estimated cost of the restrooms and trellis is \$708,220.

ATTACHMENTS:

- Interlocal Agreement between the EDC and the City of Crowley
- Exhibit "A" Contract "B" Guaranteed Maximum Price Agreement

City of Crowley Street Re-Construction FY 2024

October 12, 2023

PO# COFC000-00000

Austin Asphalt INC.

PO# COFC000-00000

Martin Marietta Materials INC.

Re-Construction (Tarrant County Precinct 1/Austin Asphalt)

	Road/Street Name	Road/Street Limits	Activity	Length (Feet)	Width (Feet)	Square Feet	Square Yards	Asphalt Tns (2" Type D)	Asphalt Tns (2" Type B)	CemLime Tns (8" In Depth)	Estimated Cost
1	Skelly Street	N. Trail Street - Water Lane	Reconstruction	500	28	14,000	1,556	180	180	35	\$38,596.10
2	Skelly Street	Water Lane - N. Oak Street	Reconstruction	800	28	22,400	2,489	275	275	56	\$59,561.96
3	Elm Street	W. Main Street - Pecan Street	Reconstruction	200	24	4,800	533	60	60	12	\$12,943.92
4	S. Oak Street	W. Main Street - S. Beverly Street	Reconstruction	1620	24	38,880	4,320	480	480	97	\$103,787.02
	Austin Asphalt Inc.	Type "B" Asphalt Per Ton: \$81.20 Type "D" Asphalt Per Ton: \$87.40		Totals:							Asphalt Cost:
	Martin Marietta Inc.	CemLime Per Ton: \$235.66		3,120	104	80,080	8,898	995	995	200	\$214,889.00

PO# COFC000-00000

TexOp

Milling (TexOp)

	Road/Street Name	Road/Street Limits	Activity	Description	Square Yards	Unit Price	Estimated Cost
1	Skelly Street	N. Trail Street - Water Lane	Mill	Mill and Haul Off Four (4) Inches of Material	1,556	\$3.60	\$5,600.00
2	Skelly Street	Water Lane - N. Oak Street	Mill	Mill and Haul Off Four (4) Inches of Material	2,489	\$3.60	\$8,960.00
3	Elm Street	W. Main Street - Pecan Street	Mill	Mill and Haul Off Four (4) Inches of Material	533	\$3.60	\$1,920.00
4	S. Oak Street	W. Main Street - S. Beverly Street	Mill	Mill and Haul Off Four (4) Inches of Material	4,320	\$3.60	\$15,552.00
					Totals:		Estimated Cost:
					8,898	\$3.60	\$32,032.00
Administrative Information					# of Locations	Unit Price	Estimated Cost
1	Mobilization Charge			Four (4) Locations	4	\$100.00	\$400.00
							Estimated Total Milling Cost:
							\$32,432.00
TexOp		Milling Per Square Yard: \$3.60 Mobilization Per Location: \$100.00		Estimated Combined Cost for Asphalt & Milling			
							\$247,321.00

INTERLOCAL AGREEMENT REGARDING PLAZA PROJECT RESTROOMS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Agreement is made and entered into on this 18th day of January, 2024, by and between the City of Crowley, Texas, (“City”), and the Crowley Economic Development Corporation (“EDC”).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the redevelopment of downtown Crowley has been a top priority of the City and the EDC, including the addition of a large plaza and park area providing additional gathering spaces in the downtown corridor (the “Plaza Project”); and

WHEREAS, the design of the Plaza Project has been completed, and construction of the Plaza Project is almost complete; and

WHEREAS, the existing City fire station adjacent to the Plaza Project is being remodeled, and will include public restroom facilities accessible by users of the Plaza (the “Restrooms”) and an exterior Trellis addition (“Trellis”); and

WHEREAS, the design and construction of the public Restrooms and Trellis for the Plaza Project constitute a permissible project and expenditure of the EDC; and

WHEREAS, the EDC has agreed to reimburse the City the cost of the design and construction of the Restrooms and Trellis, upon completion of construction; and

WHEREAS, the EDC and City desire to document herein their agreement regarding the reimbursement of the cost of the Restrooms and Trellis for the Plaza Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. REIMBURSEMENT AGREEMENT

The EDC agrees to reimburse the City the cost of the design and construction of the Restrooms and Trellis for the Plaza Project. Such reimbursement to the City shall be made upon completion of construction and acceptance by the City of the Restroom facilities and Trellis.

II. MISCELLANEOUS PROVISIONS

1. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.
2. This Agreement shall terminate automatically upon reimbursement by the EDC to the City of all amounts owing under this Agreement.
3. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
4. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
5. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the EDC waives any immunity or defense that would otherwise be available to it against claims by third parties.
6. By execution of this Agreement, each party represents to the other that:
 - a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
 - b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;
 - c. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
 - d. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this date,
the 18th day of January, 2024.

CITY OF CROWLEY, TEXAS

**CROWLEY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Mayor

Attest:

City Secretary

By: _____

EDC Executive Director

Attest:

Board Secretary

EXHIBIT "A"

CONTRACT "B"

AIA Document A133 2019

Guaranteed Maximum Price Agreement

DRAFT AIA® Document A133® - 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «27th» day of «December» in the year «2023», is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «27th» day of «December» in the year «2023» (the "Agreement")
(In words, indicate day, month, and year.)

for the following PROJECT:
(Name and address or location)

«Contract "B"»
«788 S.F. restroom addition and 1,566 S.F. exterior trellis addition
Crowley City Hall Remodel
201 East Main Street
Crowley, Texas»

THE OWNER:
(Name, legal status, and address)

«City of Crowley»
«201 East Main Street»
«Crowley, Texas»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Johnson Construction Services»
«1524 County Road 810»
«Alvarado, Texas 76009»

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «seven hundred eight thousand, two hundred nineteen dollars and fifty two cents » (\$ «708,219.52 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

«Contract "B", Crowley City Hall Remodel, budget breakdown, office remodel, see Exhibit "J" »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 **Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[« N/A »] The date of execution of this Amendment.

[« »] Established as follows: The commencement of work shall be January 3, 2024 as hereby established and the work shall be substantially complete 170 calendar days later on June 20, 2024
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than «One Hundred Seventy » («170 ») calendar days from the date of commencement of the Work.

[«N/A »] By the following date: «N/A »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following: See Article 15 – Scope of the agreement

§ A.3.1.1 The following Supplementary and other Conditions of the Contract: See Article 15 – scope of the agreement

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« See Article 15 – Scope of the agreement »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« See Article 15 – Scope of the agreement »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A	N/A	N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

N/A

Price

N/A

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«N/A »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«See Article 15 – scope of the work »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

«N/A »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Robert Loftin »

«EDC Director » or his Designee

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Paul Johnson »

«Chief Operation Officer »

(Printed name and title)



City of Crowley, Texas Mayor and Council Agenda Report

V-PRESENTER: Carol Konhauser City Secretary		MEETING DATE: January 18, 2024					
DEPARTMENT: Administration		AGENDA ITEM: VII-5					
SUBJECT:		Discuss and consider Special Event Permit application for the Karis Spring Event to be held on Saturday, March 23, 2024.					
COORDINATION:	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 Spring Event on Saturday, March 23, 2024 from 10:00 am - 2:00 pm.

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? (Indicate on site plan and/or vendor list)			
Tents or Canopies <i>Tents require temporary use permits issued by the city upon Fire Department review (additional fees may be applicable). Temporary tents must adhere to the International Fire Code</i>	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. Must be submitted 21-days prior to event. <i>(Fee may be charged for Public Service Personnel)</i>	Yes	No	

Section 4 – Roadways and Sidewalks			
Does the event propose using, closing or blocking any of the following If yes, specify location and duration on site map. <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 pplicant shall obtain Certificates of Liability Insurance from all vendors participating in this event unless covered under the applicant’s insurance policy. Separate Certificates of Insurance Liability shall be provided by all carnival and amusement companies and firework production companies and shall name the City of Crowley as “Additional Insured.” Additional coverage may be required depending upon the nature and scope of the event. The City of Crowley reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

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

Organized League Play

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

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

Section 12 – Compliance with Laws and City Ordinances

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

Section 13 – Acknowledgement and Signature

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

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

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

Signature:

Date:

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