



Agenda
Crowley City Council
April 17, 2025
Work Session - 6:30 PM

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 - April 17, 2025 - 6:30 PM

I. Call to Order and Roll Call

II. Non-Action Items for Discussion

1. Discuss and consider a partnership opportunity for hosting a BBQ Competition & Festival in Crowley Crossing

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 work session and regular meeting held on April 3, 2025.

IV. City Business

1. Discuss and consider adoption of Ordinance 04-2025-561, an ordinance of the City of Crowley, Texas appointing the Presiding Judge of the Municipal Court of Record; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause and providing an effective date.
2. Discuss and take action on a Developer Agreement between the City of Crowley and Bloomfield Homes for the Development of Hunter's Ridge Phases 3 and 4A.
3. Discuss and consider approving the City Manager or her designee to execute a contract with Teague, Nall and Perkins for additional construction administration service for the water pump station generator project at 200 E. Main Street, Crowley, Tx 76036.
4. Discuss and consider approving the City Manager or her designee to execute a contract with both Teague, Nall and Perkins and Baird, Hampton, Brown for engineering and construction administration services for a back-up generator for City Hall.
5. Discuss and consider approving resolution R04-2025-449 authorizing the City match requirement for the Hazard Mitigation Grant Program (DR-4572).
6. Discuss and consider approving the Second Amendment to the Amended and Restated Economic Development and Performance Agreement with Four Train Days Development, LLC.

V. Adjournment

I, the undersigned authority, do hereby certify that this Work Session Agenda of the Crowley City Council to be held on April 17, 2025 at 6:30 PM is a true and correct copy posted on April 11, 2025 at 12:00pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

Carol C Konhauser

Carol C. Konhauser, City Secretary



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 for more information.



City of Crowley, Texas City Council Agenda Report

Presenter: Julie Hepler	Meeting Date: April 17, 2025
Department: Main Street	Agenda Item: II.1.
Subject: Discuss and consider a partnership opportunity for hosting a BBQ Competition & Festival in Crowley Crossing	

Background:

City staff is exploring the opportunity to partner with a vendor to host a ticketed BBQ festival and sanctioned BBQ competition at Crowley Crossing in November. A sanctioned competition refers to an event that is officially recognized and governed by a professional BBQ organization, ensuring standardized rules, judging criteria, and attracting competitive teams.

Staff is seeking council's direction on whether there is interest in pursuing this opportunity, and if so, whether to proceed with negotiating a contract with the vendor to manage event logistics.

Recommendation:

Financial Information:

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Konhauser	Meeting Date: April 17, 2025
Department: City Secretary	Agenda Item: III.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on April 3, 2025.	

Background:

Recommendation:

Recommend approving the minutes

Financial Information:

Attachments:

1. 04032025 CC Work Session Minutes
2. 04032025 City Council Regular meeting minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD APRIL 3, 2025. The City Council of the City of Crowley, Texas met in Work Session on Thursday, April 3, 2025, at 6:30 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

Mayor Billy Davis called the Work Session to order at 6:36 p.m. Executive Assistant Asja Reyes called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Matt Foster, Mayor Billy Davis

City staff included:

City Manager, Lori Watson

Asst City Manager, Cristina Winner

Asst City Manager, Matt Elgin

City Attorney, Rob Allibon

City Secretary, Asja Reyes

Fire Chief, Pleasant Brooks

Police, Lieutenant Michael Roach

Planning and Comm Dev Director, Rachel Roberts

Public Works Director, Mike Rocamontes

Director of Utilities, Randal Manus

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Media Relations Coordinator, Jay Hinton

Absent:

Council Member Scott Gilbreath

Non-Action Items for Discussion

1. Discuss and provide guidance to city staff on regulations for outdoor display and sales

Planning and Community Development Director, Rachel Roberts explained current regulations and possible additional regulations for outdoor displays and sales.

2. Present and discuss the top five City Slogans that were submitted and voted on by the staff.

HR Administrator, Lacy Duncan presented the top five City Slogans that were submitted, and voted on by staff, for Council to consider for selection of City Slogan.

3. Discuss and receive guidance regarding the addition of streets to the Residential Parking Permit Area by the Crowley High School.

Leiutenant Michael Roach, of the Crowley Police Department, presented and explained the addition of streets to the Residential Parking Permit Program in areas surrounding Crowley High

School. This included streets currently covered under the program, as well as current issues and future projections.

The following citizens had concerns regarding parking issues on Skelly Street:

1. Frank Guzman - 941 Skelly Street
2. Theresa Warren - 916 Skelly Street
3. Travis Bishop - 936 Skelly Street

Consent Agenda

1. Discuss and consider approving the minutes from the regular meeting held on March 20, 2025.

No discussion.

Public Hearings

1. None

City Business

1. Discuss and consider adoption of Ordinance 04-2025-559 amending the FY2024-25 City of Crowley Operating Budget and appropriating resources to be known as "FY2024-25 Budget Amendment No. 2"; establishing an effective date.

No discussion.

2. Consider adoption of Resolution No.R04-2025-448 approving the temporary closure of Bicentennial Park on Friday, July 11, 2025, from 8:00 pm through Saturday, July 12, 2025, at 4 p.m. for the safety of the general public during the set-up and preparation of the Celebration of Freedom event.

No discussion.

3. Discuss and consider adoption of Ordinance No. 04-2025-560 approving the traffic plan for the Celebration of Freedom event on Saturday, July 12, 2025.

No discussion.

4. Discuss and consider Fiscal Year 2024-25 CCPD Budget Amendment #2, for an agreement with GSBS Architects for conceptual design services, a contract with Axon for vehicle recording system upgrades, and the purchase of three patrol vehicles.

No discussion.

Executive Session

1. Discuss economic development issues related to negotiating potential business opportunities within the city.

No discussion

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:13 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD APRIL 3, 2025. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, April 3, 2025, at 7:00 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

Mayor Billy Davis called the Work Session to order at 6:36 p.m. Executive Assistant Asja Reyes called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Matt Foster, Mayor Billy Davis

City staff included:

City Manager, Lori Watson
Asst City Manager, Cristina Winner
Asst City Manager, Matt Elgin
City Attorney, Rob Allibon
City Secretary, Asja Reyes
Fire Chief, Pleasant Brooks
Police, Lieutenant Michael Roach
Planning and Comm Dev Director, Rachel Roberts
Public Works Director, Mike Rocamontes
Director of Utilities, Randal Manus
EDC Director, Molly Martin
Asst Finance Director, Heather Gwin
HR Administrator, Lacy Duncan
Media Relations Coordinator, Jay Hinton

Absent:

Council Member Scott Gilbreath

Invocation and Pledge of Allegiance to the American and Texas Flags

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

Presentations/Proclamations

1. Child Abuse Prevention Month Proclamation

Mayor Billy Davis read proclamation for Child Abuse Prevention Month and recognized Alliance For Children, an advocacy center in Tarrant County, for providing trauma-informed services to 3,025 victims of child abuse and neglect in 2024.

2. National Telecommunicators Week Proclamation

Council Member Jerry Beck read the proclamation for National Public Safety Telecommunications Week in recognition of the critical role Telecommunicators play for the Citizens and First Responders of the City of Crowley.

Consent Agenda

1. Discuss and consider approving the minutes from the regular meeting held on March 20, 2025.

Council Member Tina Pace made the motion to Approve the minutes for the March 20, 2025 meeting; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Public Hearings

1. None

City Business

1. Discuss and consider adoption of Ordinance 04-2025-559 amending the FY2024-25 City of Crowley Operating Budget and appropriating resources to be known as "FY2024-25 Budget Amendment No. 2"; establishing an effective date.

Council Member Jesse Johnson made the motion to Approve Ordinance 04-2025-559 amending the FY2024-25 Operating Budget; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

2. Consider adoption of Resolution No.R04-2025-448 approving the temporary closure of Bicentennial Park on Friday, July 11, 2025, from 8:00 pm through Saturday, July 12, 2025, at 4 p.m. for the safety of the general public during the set-up and preparation of the Celebration of Freedom event.

Council Member Jim Hirth made the motion to Approve Resolution R04-2025-448 approving the temporary closure of Bicentennial Park for the Celebration of Freedom on July 11, 2025; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 6-0.

3. Discuss and consider adoption of Ordinance No. 04-2025-560 approving the traffic plan for the Celebration of Freedom event on Saturday, July 12, 2025.

Council Member Jerry Beck made the motion to Approve Ordinance 04-2025-560 approving the traffic plan for the Celebration of Freedom; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

4. Discuss and consider Fiscal Year 2024-25 CCPD Budget Amendment #2, for an agreement with GSBS Architects for conceptual design services, a contract with Axon for vehicle recording system upgrades, and the purchase of three patrol vehicles.

Council Member Tina Pace made the motion to Approve the CCPD FY2024-25 Budget Amendment #2; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Public Comment

1. Travis Bishop - 936 Skelly Street - Regarding: Resident Parking Permit Program - Is glad that we're

working on the parking situation.

2. Theresa Warren - 916 Skelly Street - Regarding: Resident Parking Permit Program - Concerned for the safety of the children playing on the street and High School students driving vehicles need to have a drivers license and insurance

Items of Community Interest

1. Director of Utilities and Special Projects Randy Manus introduced John Wheeler, who was hired as the Assistant Director of Utilities and Special Projects
2. City Manager Lori Watson announced the early arrival of baby Mattie, daughter to Jessica Lopez, City of Crowley's Senior Staff Accountant, and requested that we keep her in our prayers.

Executive Session

Mayor Billy Davis announced that City Council would convene into Executive Session at 7:26 p.m. to discuss the below items.

1. Discuss economic development issues related to negotiating potential business opportunities within the city.

Reconvene and Take Action from Executive Session

At 7:53 p.m., Mayor Billy Davis announced City Council would reconvene into open session with no action to take.

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:53 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Kristi White	Meeting Date: April 17, 2025
Department: Court	Agenda Item: IV.1.
Subject: Discuss and consider adoption of Ordinance 04-2025-561, an ordinance of the City of Crowley, Texas appointing the Presiding Judge of the Municipal Court of Record; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause and providing an effective date.	

Background:

The Municipal Court Judge for a municipal court of record shall be appointed by the City Council by ordinance, pursuant to Chapter 30 of the Texas Government Code.

Recommendation:

Staff recommends adoption of the ordinance and approval for the City Manager to enter into a professional services agreement for municipal judge services with Terri Wilson.

Financial Information:

This contract amount has been included in the 2024-25 Operating Budget.

Attachments:

1. 04-2025-561 Municipal Court Judge Ordinance
2. Professional Services Agreement with Judge Wilson

ORDINANCE NO. 04-2025-561

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance; and

WHEREAS, it is of great benefit to the City of Crowley to have an experienced municipal court judge sit on the bench of the municipal court of the City of Crowley; and

WHEREAS, Section 574.001, Texas Government Code requires that a finding be made to the effect that a person who serves as an officer in more than one appointed position obtain a finding from the governing body that such officer has satisfied Article XVI, Section 40, of the Texas Constitution; and

WHEREAS, there is no conflict between the office of municipal judge of the City of Crowley and the office of municipal court judge in any other municipality in the State of Texas; and

WHEREAS, Terri Wilson has been serving as an alternate municipal court judge and for the municipal court of Crowley; and

WHEREAS, the City Council now desires to appoint Terri Wilson as presiding municipal judge for the Municipal Court of Record in the City of Crowley.

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

SECTION 1.

It is hereby found that the office of municipal court judge of the City of Crowley is of benefit to the State of Texas and to the City of Crowley and that there is no conflict between the office of municipal judge of Crowley and the office of municipal judge in any other city.

SECTION 2.

Terri Wilson is hereby appointed as the Municipal Judge of the municipal court of record in the City of Crowley, Texas for a two (2) year term beginning May 1, 2025. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Judge Wilson shall continue to serve until her successor shall be duly qualified.

SECTION3.

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

SECTION4.

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.

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

PASSED AND APPROVED ON THIS 17TH DAY OF APRIL, 2025.

Billy P. Davis MAYOR

ATTEST:

Carol C. Konhauser
CITY SECRETARY

APPROVED AS TO FORM:

Rob Allibon, CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES MUNICIPAL COURT JUDGE

This agreement is made by and between the City of Crowley, Texas ("City") and Terri Wilson ("Wilson"), effective _____, 2025, for the purpose of documenting the terms and conditions under which Wilson will serve as the presiding municipal judge for the Municipal Court of Record in the City of Crowley.

Recitations:

1. Wilson has served as an alternate municipal judge in the City of Crowley.
2. Wilson desires to contract with the City to serve as presiding municipal court judge for the Municipal Court of Record in the City.
3. City desires to contract with Wilson as an independent contractor to provide services as presiding municipal court judge.

Agreements:

4. Wilson, while serving as municipal judge, shall have all the powers and responsibilities of the position and shall perform all duties in accordance with the City Charter, serving at the pleasure of the City Council. While the City Council retains the authority to appoint and remove the municipal judge, it shall not interfere with judicial decisions related to court cases. Wilson is expected to work the hours necessary to fulfill the obligations of the municipal judge and ensure the efficient operation of the municipal court. The essential functions of the municipal judge include, but are not limited to:
 - a. presiding over trials and other court proceedings (including bench and jury trials);
 - b. accepting pleas;
 - c. processing appeals;
 - d. supervising the maintenance of official records of proceedings and the court;
 - e. conducting arraignments and performing the duties of magistrate under State law, via in person, email, facsimile transmission, or remote/internet meeting, as needed;
 - f. signing of warrants and issuance of subpoenas;
 - g. administering juvenile warnings;
 - h. other functions as may be established by the City Charter, City ordinance, or in the City's job description for the municipal judge; and
 - i. attend sixteen (16) hours of judicial education annually as required by the State

of Texas and provided by the Texas Municipal Courts Education Center.

Serving as Municipal Judge:

5. The Parties hereby agree that Wilson shall serve as the Presiding Municipal Court Judge for a period of two (2) years, beginning on May 1, 2025 and continuing through midnight on May 2, 2027 at a contract rate of \$65,000 per year, paid in monthly installments of \$5,416.67. It is agreed that for the term of this Agreement, the Municipal Judge shall be compensated in the amounts specified above, payable on a monthly basis, upon receipt by the City of a written invoice for work performed.

Other Terms:

6. Wilson agrees that she is an independent contractor and is not entitled to any City benefits, such as health insurance, vacation, travel, or retirement. As an independent contractor, the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and the foregoing constitutes all the benefits and other forms of compensation paid to the Municipal Judge for the services required herein.
7. During this agreement, the municipal judge agrees to comply with all provisions of the Code of Judicial Conduct, ordinances of the City of Crowley, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Crowley Municipal Court of Record. In the event of a conflict between the terms of this agreement and Statutes and laws of the State of Texas, the terms of said Statutes and laws shall govern.
8. The Municipal Judge shall not take on representation of a client adverse to the City and shall also refrain from any activity or employment that might place the Municipal Judge in a position of conflict of interest with the Municipal Judge's duties for the City.
9. This agreement is made contingent upon appropriations for the funding hereof.
10. This agreement supersedes all other agreements, whether oral or written, between the parties with respect to the employment of the municipal judge.
11. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
12. This agreement shall be performed in and is enforceable in Tarrant County, Texas.
13. During the term of this agreement, the City agrees to reimburse Wilson for the costs and

travel expenses associated with fulfilling the minimum requirements for state-mandated judicial training for municipal court judges, provided that such costs and expenses are pre-approved by the City Manager. Such reimbursement shall be processed in the same manner as with City employees pursuant to the City's personnel policies.

- 14. The Municipal Judge may take leave for up to 5% of their scheduled working time within a calendar year, subject to prior written notice to the Court Administrator or City Manager. The Municipal Judge is responsible for coordinating coverage with the alternate judge to ensure the uninterrupted operation of the court.

- 15. The municipal judge shall contact the duly appointed alternate judge(s) to serve when the municipal judge is unable to act or perform any essential function specified above, and the municipal judge shall notify the municipal court administrator and police department of the substitution.

- 16. The City Council may remove the Municipal Judge from office during their term pursuant to the City of Crowley Charter and in accordance with the requirements of Section 30 of the Texas Government Code or its successor, as same may hereafter be amended.

This agreement shall commence and be effective on _____, 2025.

Terri Wilson

CITY OF CROWLEY, TEXAS

By: _____

Mayor, Billy P. Davis

Dated: _____

Dated: _____

ATTEST:

Carol C. Konhauser, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Mike Rocamontes	Meeting Date: April 17, 2025
Department: Public Works	Agenda Item: IV.2.
Subject: Discuss and take action on a Developer Agreement between the City of Crowley and Bloomfield Homes for the Development of Hunter's Ridge Phases 3 and 4A.	

Background:

This is a Developer's Agreement between the City of Crowley and Bloomfield Homes for the Hunter's Ridge Addition, Phases 3 and 4A, a continuation of the Hunter's Ridge Addition.

Recommendation:

Staff Recommends approval of the Developer's Agreement as presented.

Financial Information:

None

Attachments:

1. Hunter's Ridge Phases 3 and 4A Developer Agreement 1
2. HR Phase 3&4A Location In Development

CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE HUNTERS RIDGE ADDITION PHASES 3 & 4A

STATE OF TEXAS **§**

COUNTY OF TARRANT §

THIS CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE HUNTERS RIDGE ADDITION PHASES 3 & 4A (the "Agreement") is entered into on the 17th day of April, 2025, between the City of Crowley, Texas, hereinafter referred to as the "CITY", and Bloomfield Homes, L.P., a Texas Limited Partnership, By: Bloomfield Properties, Inc. a Texas corporation, whose address is 1900 W Kirkwood Blvd, Suite 2300B, Southlake, TX, 76092 hereinafter referred to as the "DEVELOPER".

WHEREAS, the DEVELOPER has requested the CITY to permit the development of a tract of land to be known as Hunter's Ridge Phases 3 & 4A (the "Addition"), an approximately 46.912 and 15.712-acre single-family residential development, respectively, as further described and depicted in the attached Exhibit "A"; and

WHEREAS, the CITY approved final plats for the Additions on April 14, 2025, which will require the construction of community facilities and improvements to serve the Additions as provided herein; and

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

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

A. ZONING, PLATTING and ADDITION PLANNING

All property owned by the DEVELOPER and located within the limits of the Additions shall be zoned and platted in accordance with the Comprehensive Zoning Ordinance of the City (the "**Zoning Ordinance**"), as amended, as applicable, and Chapter 98 of the City Code of Ordinances (the "**General Development Ordinance**"), as amended, before any building permit will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting as reflected on the development plans and specifications (collectively, the "**Plans**") approved by the City as described on **Exhibit "B"** attached hereto and incorporated herein by reference.

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

B. PUBLIC IMPROVEMENTS

All public and private infrastructure improvements on the Property, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, as reflected on the Plans shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the general development regulations of the Unified Development Code of the City and other regulations of the CITY, and as approved by the City engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of Plans for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, and Plans. Engineering studies, plan/profile sheets, and other construction documents, (hereinafter collectively referred to as the "**Construction Plans**") prepared by the licensed engineer shall be provided by the DEVELOPER to the CITY at the time of platting as required by the General Development Ordinance. Such Construction Documents shall be approved by the City engineer or his agent. Construction of such improvements shall not be initiated until a pre-construction conference with the City has been conducted regarding the proposed construction.

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

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

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

No building permits will be issued for the Additions until all public improvements for Phases 3 and 4A have been installed, inspected and a letter of acceptance for Final Completion has been issued by the City.

C. CONSTRUCTION BONDS AND INSURANCE

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

1. PERFORMANCE BOND

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

2. PAYMENT BOND

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

Upon completion of construction and at the time of acceptance by the City of the public improvements, and before the City shall issue any building permits for the Additions, the Developer shall provide the City with a maintenance bond as follows:

3. MAINTENANCE BOND

A good and sufficient maintenance bond(s) in an amount equal to one hundred percent (100%) of the total cost of the public improvements (and any private improvements constructed in lieu thereof), guaranteeing the maintenance in good condition of the public improvements for a period of two (2) years from and after the date that a letter of acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

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

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

D. UTILITIES

1. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the public water system and public improvements within the dedicated easements once the two-year maintenance bond is released.

2. SANITARY SEWER

All required on-site and off-site sanitary sewer mains, manholes and other improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the public sewer system and public improvements within the dedicated easements once the two-year maintenance bond is released.

3. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", and accepted by the CITY prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other federal, state and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Addition. These facilities shall be designed and constructed in accordance with the CITY's General Development Ordinance, and the Construction Plans. The DEVELOPER agrees to comply with all provisions of the Texas Water Code. The CITY shall assume maintenance responsibilities of the public drainage facilities and public improvements within the dedicated easements once the two-year maintenance bond is released.

4. STREETS

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

cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
2. The CITY does note to the DEVELOPER that a water line exists to connect water from Phase 2 to Phase 3, and from Phase 3 to Phase 4A.
3. The CITY does note to the DEVELOPER that a sanitary sewer line exists to connect Phase 2 to Phase 3, and from Phase 3 to Phase 4A.

F. FEES

1. IMPACT FEES

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

2. PUBLIC UTILITIES

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

3. PARK FEES

The Developer has constructed the bike and hike trail in Phase 2 and has been accepted by the City. This satisfies the \$600.00 per LOT fee (for park equipment), for all lots within Hunter's Ridge Phases I, II, III, IV, V, and VI Preliminary Plat, as referenced in the Hunter's Ridge Phase 2 Developer Agreement under **F. FEES; 3. Park Fees**

G. DETERMINATION OF ROUGH PROPORTIONALITY

DEVELOPER. hereby agrees that the specific exactions required by the CITY and agreed to by the DEVELOPER in this Agreement (collectively the "Exactions"), and any land or property it donates to the CITY as part of the development of any public improvements, are roughly proportional to the need for such exaction or land, and DEVELOPER hereby waives any claim therefor that it may have. DEVELOPER further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the public improvements.

DEVELOPER specifically waives and releases all claims which DEVELOPER may have against the CITY: (1) related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code. as well as other requirements of a nexus between development conditions and the projected impact of the public improvements; (2) related to the specific exactions required by the CITY and agreed to by DEVELOPER in this Agreement; and (3) that any exactions required by this Agreement constitute a "taking" (i.e., an inverse condemnation) under the Texas or United States Constitutions.

H. GENERAL CONDITIONS

1. CONSTRUCTION TIME

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

2. LAW COMPLIANCE

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

3. EROSION CONTROL

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

4. PRIVATE AMENITIES

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

5. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

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

6. VENUE

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

7. ASSIGNMENT

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

I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

The CITY will not issue a letter of acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City engineer or his agent. However, upon substantial completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the public improvements in the Additions. All items on the "punch list" must be completed, inspected and accepted by the City; no building permits will be issued until the public improvements have been accepted by the City, and a Letter of Final Completion has been issued.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a letter of acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such public improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the letter of acceptance is issued.

J. NON-WAIVER

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

K. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

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

L. AMENDMENTS

This Agreement may be changed or modified only with the written consent of both the DEVELOPER and the city council of the CITY.

M. ASSESSMENT

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

an assessment against the property in the Additions for public improvements in accordance with applicable state law.

N. CONTINUITY

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

O. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

P. DEFAULT

1. If DEVELOPER has not commenced construction within one (1) year after the execution of this Agreement or completed construction within two (2) years from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to **Section H.1.** hereof.

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

Q. TERMINATION AND RELEASE

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

R. OTHER CONDITIONS

1. SIDEWALKS. Sidewalks and barrier free ramps shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements prior to final acceptance. It shall be the DEVELOPER'S responsibility to obtain all permits and inspections for sidewalks and barrier free ramps that fall within the TXDOT ROW and construct them according to TXDOT standards and requirements. The Developer shall be responsible for the TDLR inspections of the barrier free ramps, and provide the City with a copy of the inspection results.
2. The Developer shall pay inspection fees, to the City of Crowley, to inspect the infrastructure improvements for this development. Costs for the public improvement inspections are shown on **Exhibit "C"** attached hereto.

(Execution Pages Follow)

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

BLOOMFIELD HOMES, L.P.
A TEXAS LIMITED PARTNERSHIP BY:
BLOOMFIELD PROPERTIES, Inc.
Address: 1900 W Kirkwood Blvd, Suite 2300 B
Southlake, Tx. 76092

BY: _____
NAME: Don Dykstra
ITS: President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she is the _____ of _____, and that he/she is duly authorized to execute the same, for the purposes and consideration therein expressed.

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

(SEAL)

Notary Public in and for the
State of Texas

CITY OF CROWLEY
201 E Main Street
Crowley TX 76036

By: _____
Billy Davis, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

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

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

(SEAL)

Notary Public in and for the
State of Texas

EXHIBIT "A"
PROPERTY DESCRIPTION
HUNTER'S RIDGE PHASE 3

Plat Approved on //2025

STATE OF TEXAS:

COUNTY OF TARRANT:

WHEREAS BLOOMFIELD HOMES, L.P., a Texas limited partnership is the owner of a tract of land situated in the H. Lane Survey, Abstract No. 927, City of Crowley, Tarrant County, Texas, being a portion of Tract 1, Parcel B as described in deed recorded in D220347026, Official Public Records, Tarrant County, Texas (OPRTCT), and being more particularly described as follows:

BEGINNING at a 1/2" rebar capped GMCIVIL set (hereafter referred to as 1/2" rebar capped set) at the intersection of the south line of Falcon Drive (50' R.O.W) and the westerly line of Brookview Drive (50' R.O.W., said intersection per D223174619, OPRTCT);

THENCE along the westerly line of said Brookview Drive, as follows:

South 47 degrees 25 minutes 05 seconds East, a distance of 10.97 feet to a 1/2" rebar capped set at the beginning of a non-tangent curve to the left, having a radius of 125.00 feet;

Southeasterly, along said curve, having a central angle of 31 degrees 25 minutes 25 seconds, an arc distance of 68.56 feet, and a chord that bears South 21 degrees 51 minutes 18 seconds East, 67.70 feet to a 1/2" rebar capped set at the end of said curve;

South 37 degrees 34 minutes 00 seconds East, tangent to said curve, a distance of 100.00 feet to a 1/2" rebar capped set at the southwest corner of said Brookview Drive;

THENCE North 52 degrees 26 minutes 00 seconds East, along the south line of said Brookview Drive, a distance of 50.00 feet to a 1/2" rebar capped set at the southeast corner of said Brookview Drive and the southwest corner of Lot 1, Block V of Hunters Ridge, Phase II, an addition to the City of Crowley, Tarrant County, Texas as recorded in D223174619, OPRTCT;

THENCE North 89 degrees 35 minutes 15 seconds East, at a distance of 78.42 feet passing the southeast corner of said Lot 1, Block V, thereafter across said Bloomfield Homes Tract 1, Parcel B, continuing a total distance of 540.92 feet to a 1/2" rebar capped set;

THENCE across said Bloomfield Homes Tract 1, Parcel B, as follows:

South 00 degrees 24 minutes 45 seconds East, a distance of 120.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 30.00 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 120.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 690.00 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 170.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 28.32 feet to a 1/2" rebar capped set;

South 44 degrees 35 minutes 15 seconds West, a distance of 14.14 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 110.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 440.00 feet to a 1/2" rebar capped set;

North 69 degrees 44 minutes 35 seconds East, a distance of 133.74 feet to a 1/2" rebar capped set at the

beginning of a non-tangent curve to the left, having a radius of 5179.50 feet;

Southeasterly, along said curve, having a central angle of 01 degrees 38 minutes 35 seconds, an arc distance of 148.54 feet, and a chord that bears South 18 degrees 00 minutes 34 seconds East, 148.54 feet to a 1/2" rebar capped set at the end of said curve;

North 71 degrees 10 minutes 08 seconds East, non-tangent to said curve, a distance of 125.00 feet to a 1/2" rebar capped set in the east line of said Bloomfield Homes Tract 1, Parcel B and a west line of Tract 1, Parcel A as described in said Bloomfield Homes deed, said point lying in a curve to the left, having a radius of 5054.50 feet; THENCE Southeasterly, along a line common to said Bloomfield Homes Tract 1, Parcel A and Tract 1, Parcel B, and along said curve, having central angle of 04 degrees 46 minutes 25 seconds, an arc distance of 421.12 feet, and a chord that bears South 21 degrees 13 minutes 05 seconds East, 420.99 feet to a 1/2" rebar capped set at a corner of Lot 58X, Block W of said Hunters Ridge, Phase II, from which a 1/2" rebar capped Goodwin & Marshall found bears a chord of South 24 degrees 18 minutes 26 seconds East, 123.95 feet;

THENCE departing the west line of said Bloomfield Homes Tract 1, Parcel A, along the north line of said Lot 58X, Block W of said Hunters Ridge, Phase II, as follows:

South 66 degrees 32 minutes 19 seconds West, non-tangent to said curve, a distance of 115.01 feet to a 1/2" rebar capped set;

South 23 degrees 50 minutes 07 seconds East, a distance of 39.62 feet to a 1/2" rebar capped set at the beginning of a non-tangent curve to the right, having a radius of 235.00 feet;

Southeasterly, along said curve, having a central angle of 21 degrees 19 minutes 13 seconds, an arc distance of 87.45 feet, and a chord that bears South 13 degrees 22 minutes 33 seconds East, 86.94 feet to a 1/2" rebar capped set at beginning of a non-compound curve to the right, having a radius of 60.00 feet;

Southwesterly, along said curve, having a central angle of 72 degrees 50 minutes 52 seconds, an arc distance of 76.29 feet, and a chord that bears South 08 degrees 31 minutes 14 seconds West, 71.25 feet to a 1/2" rebar capped set at the end of said curve;

South 35 degrees 27 minutes 41 seconds East, non-tangent to said curve, a distance of 114.03 feet to a 1/2" rebar capped set;

South 00 degrees 03 minutes 12 seconds East, a distance of 39.88 feet to a 1/2" rebar capped set;

South 69 degrees 48 minutes 01 second West, a distance of 85.76 feet to a 1/2" rebar capped set;

South 73 degrees 09 minutes 21 seconds West, a distance of 67.29 feet to a 1/2" rebar capped set;

South 76 degrees 14 minutes 21 seconds West, a distance of 67.26 feet to a 1/2" rebar capped set;

South 79 degrees 19 minutes 22 seconds West, a distance of 67.26 feet to a 1/2" rebar capped set;

South 82 degrees 24 minutes 23 seconds West, a distance of 67.17 feet to a 1/2" rebar capped set;

South 84 degrees 25 minutes 50 seconds West, a distance of 67.40 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 616.07 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 30.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 540.00 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 113.67 feet to the beginning of a non-tangent curve to the right, having a radius of 60.00 feet;

Northwesterly, along said curve, having a central angle of 107 degrees 37 minutes 59 seconds, an arc distance of

112.71 feet, and a chord that bears North 25 degrees 16 minutes 26 seconds West, 96.86 feet to a 1/2" rebar capped set at the end of said curve;

North 00 degrees 24 minutes 45 seconds West, non-tangent to said curve, a distance of 138.45 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 120.00 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 240.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 313.21 feet to a 1/2" rebar capped set;

North 82 degrees 14 minutes 07 seconds West, a distance of 101.20 feet to a 1/2" rebar capped set;

North 65 degrees 33 minutes 04 seconds West, a distance of 105.71 feet to a 1/2" rebar capped set;

North 53 degrees 22 minutes 52 seconds West, a distance of 67.11 feet to a 1/2" rebar capped set;

North 37 degrees 34 minutes 00 seconds West, at a distance of 237.49 feet passing the most easterly corner of Lot 59X, Block W of said Hunters Ridge, Phase II, continuing a total distance of 252.51 feet to a 1/2" rebar capped set in the southeasterly line of Cedar Creek Lane (50' R.O.W. per D223174619, OPRTCT), being the most northerly corner of Lot 59X, Block W;

THENCE North 55 degrees 18 minutes 11 seconds East, along the southeasterly line of said Cedar Creek Lane, a distance of 112.65 feet to a 1/2" rebar capped set at a R.O.W. clip corner;

THENCE South 81 degrees 07 minutes 55 seconds East, along a R.O.W. clip line, a distance of 10.87 feet to a 1/2" rebar capped set at a R.O.W. clip corner;

THENCE South 37 degrees 34 minutes 00 seconds East, the westerly line of Hickory Chase Lane (50' R.O.W. per D223174619, OPRTCT), a distance of 16.16 feet to a 1/2" rebar capped set at the southwest corner of said Hickory Chase Lane;

THENCE North 52 degrees 26 minutes 00 seconds East, along the south line of said Hickory Chase Lane, at a distance of 50.00 feet passing the southeast corner of said Hickory Chase Lane and the most southerly corner of Lot 5, Block U of said Hunters Ridge, Phase II, continuing a total distance of 170.00 feet to a 1/2" rebar capped set at the most easterly corner of said Lot 5, Block U;

THENCE North 37 degrees 34 minutes 00 seconds West, along the easterly line of said Block U, a distance of 323.71 feet to a 1/2" rebar capped set in the south line of said Falcon Drive (50' R.O.W. per D223174619, OPRTCT), being the northeast corner of Lot 1, Block U of said Hunters Ridge, Phase II;

THENCE North 89 degrees 35 minutes 15 seconds East, along the south line of said Hunters Ridge, Phase II, a distance of 171.21 feet to the POINT OF BEGINNING and containing 2,043,481 square feet or 46.912 acres of land.

PROPERTY DESCRIPTION

HUNTER'S RIDGE PHASE 4A

Plat Approved on 0/0/2025

STATE OF TEXAS:

COUNTY OF TARRANT:

WHEREAS BLOOMFIELD HOMES, L.P., a Texas limited partnership is the owner of a tract of land situated in the H. Lane

Survey, Abstract No. 927 and the J. Jennings Survey, Abstract No. 875, City of Crowley, Tarrant County, Texas, being a portion of Tract 1, Parcel B as described in deed recorded in D220347026, Official Public Records, Tarrant County, Texas (OPRTCT), and being more particularly described as follows:

BEGINNING at a 1/2" rebar capped GMCIVIL set (hereafter referred to as 1/2" rebar capped set) in the south line of Falcon Drive (50' R.O.W. per D223174619, OPRTCT) at the northeast corner of Lot 1, Block V of Hunters Ridge, Phase II, an addition to the City of Crowley, Tarrant County, Texas as recorded in D223174619, OPRTCT;

THENCE North 89 degrees 35 minutes 15 seconds East, along the south line of said Falcon Drive, a distance of 35.00 feet to a 1/2" rebar capped set;

THENCE North 00 degrees 24 minutes 45 seconds West, along a R.O.W. line, a distance of 50.00 feet to a 1/2" rebar capped set at a R.O.W. clip corner;

THENCE North 45 degrees 24 minutes 45 seconds West, along a R.O.W. clip line, a distance of 10.61 feet to a 1/2" rebar capped set at a R.O.W. clip corner;

THENCE North 00 degrees 24 minutes 45 seconds West, along the east line of Denham Road (50' R.O.W. per D223174619, OPRTCT), a distance of 112.50 feet to a 1/2" rebar capped set;

THENCE departing the east line of said Denham Road, across said Bloomfield Homes Tract 1, Parcel B, as follows:

North 89 degrees 35 minutes 15 seconds East, a distance of 437.50 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 120.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 30.00 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 120.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 980.01 feet to a 1/2" rebar capped set;

North 79 degrees 06 minutes 45 seconds East, a distance of 102.58 feet to a 1/2" rebar capped set at the beginning of a non-tangent curve to the left, having a radius of 5,179.50 feet;

Southeasterly, along said curve, having a central angle of 01 degree 10 minutes 33 seconds, an arc distance of 106.28 feet, and a chord that bears South 11 degrees 28 minutes 31 seconds East, 106.28 feet to a 1/2" rebar capped set at the end of said curve;

North 77 degrees 56 minutes 12 seconds East, non-tangent to said curve, a distance of 125.00 feet to a 1/2" rebar capped set in the east line of said Bloomfield Homes Tract 1, Parcel B and a west line of Tract 1, Parcel A as

described in in said Bloomfield Homes deed, said point lying in a curve to the left, having a radius of 5,054.50 feet;

THENCE Southeasterly, along a line common to said Bloomfield Homes Tract 1, Parcel A and Tract 1, Parcel B, and

along said curve, having a central angle of 06 degrees 46 minutes 05 seconds, an arc distance of 597.05 feet, and a

chord that bears South 15 degrees 26 minutes 50 seconds East, 596.70 feet to a 1/2" rebar capped set;

THENCE departing the west line of said Bloomfield Homes Tract 1, Parcel A, across said Bloomfield Homes Tract 1, Parcel B, as follows:

South 71 degrees 10 minutes 08 seconds West, non-tangent to said curve, a distance of 125.00 feet to a 1/2" rebar capped set at the beginning of a non-tangent curve to the right, having a radius of 5,179.50 feet;

Northwesterly, along said curve, having a central angle of 01 degree 38 minutes 35 seconds, an arc distance of 148.54 feet, and a chord that bears North 18 degrees 00 minutes 34 seconds West, 148.54 feet to a 1/2" rebar capped set at the end of said curve;

South 69 degrees 44 minutes 35 seconds West, non-tangent to said curve, a distance of 133.74 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 440.00 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 110.00 feet to a 1/2" rebar capped set;

North 44 degrees 35 minutes 15 seconds East, a distance of 14.14 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 28.32 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 170.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 690.00 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 120.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 30.00 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 120.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 462.50 feet to a 1/2" rebar capped set;

North 00 degrees 24 minutes 45 seconds West, a distance of 120.00 feet to the POINT OF BEGINNING and containing 684,406 square feet or 15.712 acres of land.

EXHIBIT "B"
DESCRIPTION OF IMPROVEMENTS

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Paving, and Drainage Improvements to serve the Hunter's Ridge Additions Phases 3 and 4A dated April 2, 2025 by Brent Caldwell, of Goodwin and Marshall, Inc., as approved by the City Engineer dated April 17, 2025.

EXHIBIT "C"
DESCRIPTION OF INSPECTION FEE COSTS

The Inspection Fees for Constructed Community Facilities and Improvements are as follows:

The Subdivision construction inspection fees, as listed in Section (22), “Other fees and charges for community development” of Appendix A, Schedule of Rates, Fees and Charges:

Review and Inspection (related to construction and improving infrastructure for a subdivision and its Lots:

\$250.00 per hour

\$375.00 per hour for any inspections occurring outside of normal business hours, with a minimum of two hours.

The City will send the Developer an invoice for time billed each month. The Developer will have five business days from the date on the invoice to remit payment. If payment is not received by the fifth business day, all work in the development will be stopped until payment is made.

General:

- [illegible]

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATING. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND NOT GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL SUCH FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA, AND THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, FOR LOCATING ALL UTILITIES PRIOR TO EXCAVATION, AND FOR THE PROTECTION OF FACILITIES AND APPURTENANCES OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL OF WHICH WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL HAVE LOCATION AND ELIMINATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF UTILITIES OR FACILITIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

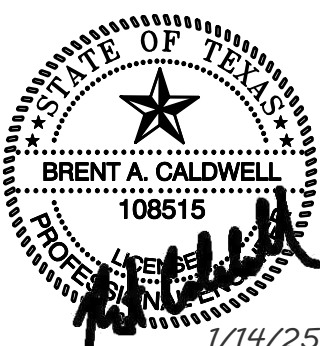
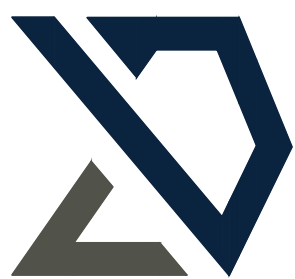
BENCH MARK ELEVATION : 747.90
CUT 'X' TOP OF INLET ON EAST SIDE OF NORTH
CROWLEY RD, APPROXIMATELY 990 FEET SOUTH OF THE
NORTHWEST CORNER OF H.F. STEVENS MIDDLE SCHOOL
AND THE MOST EASTERLY SOUTHWEST CORNER OF
HUNTERS RIDGE PH. 1

NO.	REVISION DATE
1	
2	
3	
4	
5	
6	
7	
8	

**BLOOMFIELD
HOMES, LP**
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTHSLAKE, TX 76092
(817) 416-1572

HUNTERS RIDGE
PHASE 4A
CROWLEY, TEXAS

GM civil
Engineering & Surveying
2535 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373



JOB NO. :	10805
DATE :	10/23/24
DSGN/DRFT:	SAM/IM
REVIEW :	BAC

3 of 30

GENERAL NOTES



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: April 17, 2025
Department: Asst City Managers	Agenda Item: IV.3.
Subject: Discuss and consider approving the City Manager or her designee to execute a contract with Teague, Nall and Perkins for additional construction administration service for the water pump station generator project at 200 E. Main Street, Crowley, Tx 76036.	

Background:

The City has been working with Baird, Hampton and Brown (BHB) on the electrical and structural plans for a new generator, screening wall, site lighting designs at the water pump station at 2000 E. Main Street, Crowley, Texas 76036. The design has been reviewed by staff and we are ready to solicit bids. BHB does not offer assistance with compiling bid documents and bid solicitation services for municipal projects like this, nor was this service in their original contract.

Teague, Nall and Perkins (TNP) has assisted the City in past projects with these types of services. If approved, staff will work with both consultants to compile the necessary bid documents and solicit construction proposals for this project.

Recommendation:

Staff recommends approval of the contract.

Financial Information:

The funds for this project have been allocated out of the 2016 Bond.

Attachments:

1. 2025.03.24 Pump Station Generator - Project Support TNP
2. Addendum to TNP Professional Services Agreement.Pump Station Generator



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: **PUMP STATION GENERATOR PROJECT SUPPORT**

TNP PROJECT NUMBER: **CRO 25202**

CLIENT: **City of Crowley**
ADDRESS: **201 E. Main Street**
Crowley, TX 76036)

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

Article I

SCOPE: Provide engineering services to support the Pump Station Generator Addition project designed by Baird, Hampton, and Brown Inc. (BHB) for the City of Crowley. The generator project is located at 2000 E. Main Street, Crowley, Texas.

The project support includes the following:

- 1.) Assemble and provide to BHB the City of Crowley contract document template.
- 2.) Review contract documents for completion.
- 3.) Set up the Civcast bidding page and post the bid documents received from BHB.
- 4.) Coordinate with BHB to post answers to contractor bidding questions on Civcast.
- 5.) Attend the bid opening (if needed).
- 6.) Prepare the bid tab (if needed).

Article II

COMPENSATION to be on the basis of the following:

- A. The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of **\$7,500.00** which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period.
- B. **Fees:** Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. **Additional Services:** Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
 - 1.) Engineering design or preparation of design plans.
 - 2.) Preparing specifications.

- 3.) Topographic or boundary survey.
- 4.) Subsurface utility engineering.
- 5.) Utility coordination.
- 6.) Preparation of real property transfer documents, exhibits or plats;
- 7.) Participation in real property acquisition.
- 8.) Construction administration.
- 9.) Construction staking; and/or,
- 10.) Construction inspection.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'A' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'A-1'.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment 'B' and made a part hereto.

Article IV

CONTRACT PROVISIONS: The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".



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

Approved by CLIENT:

City of Crowley

By: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:  _____

Title: Team Leader, Principal

Date: 3/24/2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Ryan Jones, PE



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

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

2. DIRECT EXPENSES

For Hourly Reimbursable payment terms, a fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Fixed Fee totals include expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging.

3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

4. OPINION OF PROBABLE COST

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

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or reasonably rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

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

7. LEGAL EXPENSES

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

8. PAYMENT TO CONSULTANT

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

9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

10. SALES TAX

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

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

12. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

13. INVALIDITY CLAUSE

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

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or

Project Name: Pump Station generator project support

Client: City of Crowley

TNP Project #: CRO 25202

Date: 03/24/2025

used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and reasonably rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

17. SITE VISITS

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

18. CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

20. ATTORNEY FEES

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

21. MISCELLANEOUS

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT 'A'

STANDARD RATE SCHEDULE

*Effective January 1, 2024 **

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00

Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00

Project Name: Pump Station generator project support
 Client: City of Crowley
 TNP Project #: CRO 25202
 Date: 03/24/2025

3-Person Field Crew w/Equipment**	\$225.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Hourly Billing Rate

Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

Hourly Billing Rate

Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

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

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

Notes:

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

* Rates shown are for 2024 and are subject to change in subsequent years.

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

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

Project Name: Pump Station generator project support
Client: City of Crowley
TNP Project #: CRO 25202
Date: 03/24/2025

ATTACHMENT 'A-1' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Randal Manus
City of Crowley
201 E. Main Street
Crowley, Texas 76036

Invoice number
Date

Pump Station generator project support CRO25202

Professional services rendered for the month ending June 30,2023

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Project Support	7,500.00	100.00	7,500.00	3,000.00	4,500.00
Total	7,500.00	100.00	7,500.00	3,000.00	4,500.00

Invoice total **4,500.00**

Please show project number on all payments of this statement

ATTACHMENT 'B' PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

1. Provide contract document template to BHB, Inc in 10 calendar days from Authorization to Proceed by Client.
2. Create Civcast bidding page in 5 calendar days from receipt of final signed/sealed bidding documents from BHB, Inc.

Addendum to Professional Services Agreement

This Addendum is expressly incorporated into and made part of the Professional Services Agreement between the City of Crowley, Texas ("Client" or "City") and Teague Nall and Perkins, Inc. ("Consultant") relating to the Pump Station Generator Project ("Project"). To the extent of any conflict between this Addendum and the terms of the Professional Services Agreement, this Addendum shall control.

INDEMNITY. CONSULTANT does hereby covenant and agree to release, indemnify and hold harmless CITY and its officials, officers, agents, representatives, employees, and invitees from and against any and all liability, claims, suits, demands and/or causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise by reason of death or injury to property or persons but only to the extent occasioned by any error, omission or negligent act of CONSULTANT, its officials, officers, agents, employees, invitees or other persons for whom CONSULTANT is legally liable with regard to the performance of this Agreement, and CONSULTANT will, at its own cost and expense, defend and protect CITY against any and all such claims and demands.

INSURANCE. Consultant shall maintain throughout the period of this Project and for a period of three years thereafter, a standard form of errors and omissions insurance with an insurance company satisfactory to the City. Consultant shall also maintain insurance coverage for commercial general liability, automobile liability, and workers' compensation in forms and amounts satisfactory to City.

USE OF DOCUMENTS.

A. Subject to Consultant having been paid in full by Client for services rendered, all documents prepared by Consultant relating to the Project shall become the property of the Client with the right to use the documents for the Project, extensions of the Project, and related uses.

B. In the event of termination, Consultant shall deliver to the City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by Consultant under this Agreement. In the event of any termination hereunder, Consultant consents to City's selection of another Consultant of professional services of City's choice to assist the City in any way in completing the Project. Provided that Consultant has been properly paid under this Agreement, Consultant further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. Consultant shall not be responsible or liable in any manner for City's use of unfinished work product or documents listed above.

INDEPENDENT CONTRACTOR. Consultant shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the City and Consultant shall have the exclusive right to control services performed hereunder by Consultant, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees and sub-consultants. Nothing herein shall be construed as creating a partnership or joint venture between City and Consultant, its officers, agents, employees and sub-

consultants; and the doctrine of respondeat superior has no application as between City and Consultant.

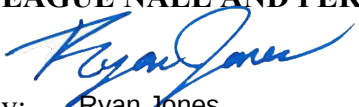
TEXAS GOVERNMENT CODE VERIFICATIONS. Consultant verifies and certifies that it does not and during the duration of this Agreement will not:

- A. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- B. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- C. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- D. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- E. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

CITY OF CROWLEY, TEXAS

By: _____
Its: _____
Date: _____

TEAGUE NALL AND PERKINS, INC.

By:  _____
Its: Team Leader, Principal
Date: April 10, 2025



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: April 17, 2025
Department: Asst City Managers	Agenda Item: IV.4.
Subject: Discuss and consider approving the City Manager or her designee to execute a contract with both Teague, Nall and Perkins and Baird, Hampton, Brown for engineering and construction administration services for a back-up generator for City Hall.	

Background:

The City of Crowley received a grant through the Hazard Mitigation Grant Program (HMGP) (DR-4572) offered through the Texas Division of Emergency Management (TDEM) for the addition of a generator to City Hall. The grant funds are intended to cover the construction costs of the generator, which the recipient (i.e. The City of Crowley) is responsible for design and construction administration expenses. The City has utilized both Teague, Nall and Perkins and Baird, Hampton, Brown for past civil construction and engineering projects of similar scope.

Baird, Hampton and Brown will provide the electrical and structural engineering for the project while Teague, Nall and Perkins will provide the contract management and bid administration process according to the federal aid requirements.

Recommendation:

Staff recommends approval of both contracts.

Financial Information:

The expenses of these contracts will be funded from the FY 2024-2025 general fund.

Attachments:

1. 2025.03.24 City Hall Generator - Project Support
2. Addendum to TNP Professional Services Agreement. City Hall Generator
3. City of Crowley Generator Design Proposal



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: **CITY HALL GENERATOR PROJECT SUPPORT**

TNP PROJECT NUMBER: **CRO 25203**

CLIENT: **City of Crowley**
ADDRESS: **201 E. Main Street**
Crowley, TX 76036)

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

Article I

SCOPE: Provide engineering services to support the City Hall Generator Addition project designed by Baird, Hampton, and Brown Inc. (BHB) for the City of Crowley. The generator project is located at 201 E. Main Street, Crowley, Texas.

The project support includes the following:

Task 1:

- 1.) Assemble and provide to BHB the City of Crowley contract document template.
- 2.) Review contract documents for completion.
- 3.) Set up the Civcast bidding page and post the bid documents received from BHB.
- 4.) Coordinate with BHB to post answers to contractor bidding questions on Civcast.
- 5.) Attend the bid opening (if needed).
- 6.) Prepare the bid tab (if needed).

Task 2:

- 1.) Research federal aid requirements to ensure the contract documents include the proper forms and provisions.

Article II

COMPENSATION to be on the basis of the following:

- A. The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of **\$10,000.00** which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period.
- B. **Fees:** Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.

- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:

- 1.) Engineering design or preparation of design plans.
- 2.) Preparing specifications.
- 3.) Topographic or boundary survey.
- 4.) Subsurface utility engineering.
- 5.) Utility coordination.
- 6.) Preparation of real property transfer documents, exhibits or plats;
- 7.) Participation in real property acquisition.
- 8.) Construction administration.
- 9.) Construction staking; and/or,
- 10.) Construction inspection.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'A' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'A-1'.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment 'B' and made a part hereto.

Article IV

CONTRACT PROVISIONS: The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".



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

Approved by CLIENT:

City of Crowley

By: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:  _____

Title: Team Leader, Principal

Date: 3/24/2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Ryan Jones, PE



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

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

2. DIRECT EXPENSES

For Hourly Reimbursable payment terms, a fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Fixed Fee totals include expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging.

3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

4. OPINION OF PROBABLE COST

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

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or reasonably rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

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

7. LEGAL EXPENSES

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

8. PAYMENT TO CONSULTANT

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

9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

10. SALES TAX

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

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

12. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

13. INVALIDITY CLAUSE

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

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or

Project Name: City Hall generator project support

Client: City of Crowley

TNP Project #: CRO 25203

Date: 03/24/2025

used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and reasonably rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

17. SITE VISITS

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

18. CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

20. ATTORNEY FEES

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

21. MISCELLANEOUS

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT 'A'

STANDARD RATE SCHEDULE

*Effective January 1, 2024 **

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00

Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00

Project Name: City Hall generator project support
 Client: City of Crowley
 TNP Project #: CRO 25203
 Date: 03/24/2025

3-Person Field Crew w/Equipment**	\$225.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Hourly Billing Rate

Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

Hourly Billing Rate

Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

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

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

Notes:

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

* Rates shown are for 2024 and are subject to change in subsequent years.

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

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

Project Name: City Hall generator project support
Client: City of Crowley
TNP Project #: CRO 25203
Date: 03/24/2025

ATTACHMENT 'A-1' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Randal Manus
City of Crowley
201 E. Main Street
Crowley, Texas 76036

Invoice number
Date

City Hall generator project support CRO25203

Professional services rendered for the month ending June 30,2023

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Project Support	10,000.00	100.00	10,000.00	3,000.00	7,000.00
Total	10,000.00	100.00	10,000.00	3,000.00	7,000.00

Invoice total **7,000.00**

Please show project number on all payments of this statement

ATTACHMENT 'B'

PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

1. Provide contract document template to BHB, Inc in 10 calendar days from Authorization to Proceed by Client.
2. Create Civcast bidding page in 5 calendar days from receipt of final signed/sealed bidding documents from BHB, Inc.

Addendum to Professional Services Agreement

This Addendum is expressly incorporated into and made part of the Professional Services Agreement between the City of Crowley, Texas ("Client" or "City") and Teague Nall and Perkins, Inc. ("Consultant") relating to the City Hall Generator Project ("Project"). To the extent of any conflict between this Addendum and the terms of the Professional Services Agreement, this Addendum shall control.

INDEMNITY. CONSULTANT does hereby covenant and agree to release, indemnify and hold harmless CITY and its officials, officers, agents, representatives, employees, and invitees from and against any and all liability, claims, suits, demands and/or causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise by reason of death or injury to property or persons but only to the extent occasioned by any error, omission or negligent act of CONSULTANT, its officials, officers, agents, employees, invitees or other persons for whom CONSULTANT is legally liable with regard to the performance of this Agreement, and CONSULTANT will, at its own cost and expense, defend and protect CITY against any and all such claims and demands.

INSURANCE. Consultant shall maintain throughout the period of this Project and for a period of three years thereafter, a standard form of errors and omissions insurance with an insurance company satisfactory to the City. Consultant shall also maintain insurance coverage for commercial general liability, automobile liability, and workers' compensation in forms and amounts satisfactory to City.

USE OF DOCUMENTS.

A. Subject to Consultant having been paid in full by Client for services rendered, all documents prepared by Consultant relating to the Project shall become the property of the Client with the right to use the documents for the Project, extensions of the Project, and related uses.

B. In the event of termination, Consultant shall deliver to the City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by Consultant under this Agreement. In the event of any termination hereunder, Consultant consents to City's selection of another Consultant of professional services of City's choice to assist the City in any way in completing the Project. Provided that Consultant has been properly paid under this Agreement, Consultant further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. Consultant shall not be responsible or liable in any manner for City's use of unfinished work product or documents listed above.

INDEPENDENT CONTRACTOR. Consultant shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the City and Consultant shall have the exclusive right to control services performed hereunder by Consultant, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees and sub-consultants. Nothing herein shall be construed as creating a partnership or joint venture between City and Consultant, its officers, agents, employees and sub-

consultants; and the doctrine of respondeat superior has no application as between City and Consultant.

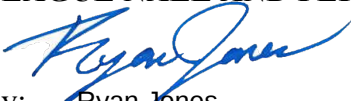
TEXAS GOVERNMENT CODE VERIFICATIONS. Consultant verifies and certifies that it does not and during the duration of this Agreement will not:

- A. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- B. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- C. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- D. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- E. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

CITY OF CROWLEY, TEXAS

By: _____
Its: _____
Date: _____

TEAGUE NALL AND PERKINS, INC.

By:  _____
Its: Team Leader, Principal
Date: April 10, 2025

April 1, 2025

Mr. Matt Elgin
Assistant City Manager
City of Crowley

RE: City Hall Generator Design

Dear Matt,

We appreciate the opportunity to offer our proposal to provide structural, mechanical and electrical design for the referenced project as we discussed by email, on-site and by phone. The project consists of providing design for a new diesel generator, foundation and screening enclosure for standby power to the loads powered from the pad-mounted transformer to the south of the building.

Our fee proposal makes the following assumptions:

- We understand that the entire project will be designed at one time; no phasing of design has been included.
- Our scope does not include security system wiring nor data system wiring design. Rough-in conduits will be designed as defined by the Owner.
- We have not included regularly scheduled design review meetings with the Owner and/or Design Team as a part of our base fee.
- We cannot be responsible for equipment delivery that affects construction schedules.
- Our fee proposal is based upon producing the Contract Documents using AutoCAD.
- It is our understanding that all site utility design work will be provided by another consultant and will not be part of our work. Any contact with utilities will be on an hourly basis in addition to the basic services. Our scope does not include negotiating the relocation of any utilities with the respective utility companies.
- Schwarz Hansen Architects will provide architectural design for the generator screen wall enclosure.
- Our proposal assumes the City will contract directly with TNP to handle the construction document presentation and bid process. BHB's bidding services will be limited to answering questions posed by the bidders.
- Construction Administration:
 - Review and response to contractor's request for information (RFIs) during bidding and construction.
 - Review of submittals and determine compliance of shop drawings for the items required by the construction documents related to the MEP design requirements.
 - Maximum of two submittal reviews per specification division section. The assumption is that a single manufacturer will be reviewed. Additional submissions and reviews (either beyond two or with varied manufacturers) will be additional services.

- 10 business days to review each submittal. Expedited reviews will be performed as additional services.
- Two site visits by an engineer during construction for the purpose of reviewing work completed.
 - A written field report of our observations shall be submitted for each visit.
 - If additional trips are required, it will be considered additional services and billed at the hourly rates identified in the general conditions.
- The following items are not included in our basic services:
 - Opinions of probable construction cost.
 - Civil Engineering, Land Surveying, Geotechnical, Landscape Design services
 - Energy modeling, i.e. for IECC or ASHRAE compliance.
 - Commissioning of mechanical or electrical systems.
 - Preparation of record drawings.
 - TLDR registration and TAS review fees.
 - Permitting
 - Interior Design
 - Acoustic Design or Report
 - Presentations/Artist Renderings
 - Architectural design related to the existing building or other areas of the site

The GENERAL CONDITIONS attached hereto is made a part of this Agreement.

We propose to provide the structural, mechanical and electrical engineering design for the referenced project in sufficient detail to receive construction bids from subcontractors and in sufficient detail to install the systems in accordance with applicable codes. Deliverables will include original drawings (CADD Plots) and specifications prepared for binding separately. Drawings will be sealed by a Registered/Licensed Professional Engineer.

The design will be in accordance with criteria and guidance received from the Owner via communication from you. Criteria will also include the following:

1. One copy of Owner-approved floor plans and site plan in AutoCAD format.
2. One copy of the geotechnical report for our review. The report should include recommendations for supporting underfloor plumbing piping and electrical conduits.

In consideration of the scope described above we propose the following stipulated sum fees:

MEPS Design Services	\$18,000
Architectural Design Services	\$8,000
Bidding	\$3,000
Construction Administration	<u>\$7,000</u>
Subtotal	\$36,000

Invoices will be forwarded to your office based upon the percentage of design completed during each billing period and will be due upon receipt of each invoice. Stipulated sum includes travel expenses for travel to the project site, but does not include reproduction expenses, other than single copy originals for final drawings. Travel expenses, plotting and reproduction expenses, other than those identified above will not be incurred without your prior approval, at which point these expenses will be payable under the same conditions as the stipulated sum.

If you agree with the terms of this proposal, please indicate your approval by signing below and returning it to our office.

We will consider receipt of this signed agreement as our notice to proceed. Thank you for the opportunity to work with you on this project.

Sincerely,
BAIRD, HAMPTON & BROWN, INC.



Paul Morris, P.E.
Senior Associate | Electrical Engineer

CITY OF CROWLEY

Signature

Name

Date

Attachment: General Conditions

GENERAL CONDITIONS

THE GENERAL CONDITIONS HEREIN ARE MADE A PART OF THE AGREEMENT BETWEEN BAIRD, HAMPTON & BROWN, INC., HEREIN AFTER REFERRED TO AS “BHB” AND CITY OF CROWLEY HEREIN AFTER REFERRED TO AS “THE CLIENT”.

Services under this agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended.

Baird, Hampton & Brown, Inc. shall not be responsible for Contractor’s failure to construct the work in accordance with the Contract Documents.

COMPENSATION

Compensation to BHB for the basic services shall be as described in the agreement. If BHB sees the Scope of Services Changing so that additional services are needed, BHB will notify the client for approval before proceeding. Additional Services shall be computed based on the BHB hourly rate schedule as shown below:

Engineering – Eng.; Land Surveying – LS; Landscape Architecture – LA

Eng. & Management – Principal/VP	\$ 325.00 /hr.	Designer - IV	\$ 205.00 /hr.
Eng. PE/LS RPLS/LA RLA - IV	\$ 225.00 /hr.	Designer - III	\$ 150.00 /hr.
Eng. PE/LS RPLS/LA RLA - III	\$ 190.00 /hr.	Designer - II	\$ 125.00 /hr.
Eng. PE/LS RPLS/LA RLA - II	\$ 175.00 /hr.	Designer - I	\$ 105.00 /hr.
Eng. PE/LS RPLS/LA RLA - I	\$ 145.00 /hr.	CAD/Tech. Survey Services	\$ 95.00 /hr.
Eng. EIT/LS SIT - IV	\$ 135.00 /hr.	Field Surveying – 1 Person Crew	\$ 175.00 /hr.
Eng. EIT/LS SIT - III	\$ 125.00 /hr.	Field Surveying – 2 Person Crew	\$ 205.00 /hr.
Eng. EIT/LS SIT - II	\$ 115.00 /hr.	Field Surveying – 3 Person Crew	\$ 225.00 /hr.
Eng. EIT/LS SIT - I	\$ 105.00 /hr.	Construction Staking – 2 Person Crew	\$ 225.00 /hr.
CAD / Drafting Services	\$ 70.00 /hr.	Clerical Services	\$ 85.00 /hr.

BHB reviews hourly rates annually. The rates listed above are subject to change each year in the first quarter.

Baird, Hampton & Brown, Inc. reserves the right to determine the project team arrangement and / or crew size and equipment usage for each project, allowing us to utilize our experience to maximize project efficiency and production.

The standard workday includes travel time to and from Baird, Hampton & Brown, Inc.’s office. Variation in work time, to include weekends, holidays or overtime must be agreed to in writing before working. A minimum of two (2) hours of survey crew time will be billed for each scheduled site visit. We require two (2) working days’ notice when scheduling additional work.

PAYMENTS

Payments to BHB are accepted in the form of ACH (preferred), check or credit card. Credit card payments will be assessed as a convenience fee as noted at the bottom of each invoice. ACH payments are accepted without a convenience fee.

DIRECT EXPENSES - Direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include any review or permit fees paid by BHB, outside printing and reproduction expenses, travel, transportation, and subsistence away from the DFW metroplex and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work to be done by independent persons other than staff members. Travel will be reimbursed at \$0.67 per mile or the current reimbursement rate allowed by the IRS at the time of travel occurrence.

VERIFICATION OF EXISTING CONDITIONS - Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by BHB regarding existing conditions, and because some of these assumptions

may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

DURATION OF AGREEMENT - This proposal assumes that the total duration of the project, including design, construction, commissioning, and certificate of occupation, will not exceed 24 months. If this project continues for longer than 24 months and BHB is required to provide engineering services, then services will be payable as additional services.

PAYMENT DUE. Invoices will be submitted based upon the work performed during the billing period and are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

INTEREST. If payment in full is not received by BHB within 90 calendar days of the due date, invoices shall bear interest at one percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. If the Client fails to make payments when due and BHB incurs any costs to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to BHB. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable BHB staff costs at standard billing rates for BHB's time spent on collecting. This obligation of the Client to pay BHB's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, BHB may suspend performance of services upon seven calendar days' notice to the Client. BHB shall have no liability whatsoever to the Client for any costs or damages because of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, BHB may choose to resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES. If the Client fails to make payment to BHB in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by BHB.

SET-OFFS, BACKCHARGES, DISCOUNTS. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by BHB. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

AMERICANS WITH DISABILITIES ACT – TEXAS DEPARTMENT OF LICENSING AND REGULATION – ARCHITECTURAL BARRIERS – Unless specifically included within BHB's proposed scope of work, the project Architect, Client and/or Owner are responsible for the timely project registration, and submittal of the issued/sealed "for construction" engineering plans prepared by BHB and/or its sub-consultants, per Government Code, Chapter 469, Subchapter C, Section 469.101 & 469.012.

INFORMATION PROVIDED BY OTHERS - The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. BHB may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. BHB shall not be held responsible for any errors or omissions that may arise because of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

DEFINITION OF HAZARDOUS MATERIALS - As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES - Both parties acknowledge that BHB's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event BHB or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to BHB that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of BHB's services, BHB may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and

abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY - The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless BHB, its officers, partners and employees from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of BHB.

JOBSITE SAFETY - Neither the professional activities of BHB, nor the presence of BHB or its employees and subconsultants at a construction/project site, shall impose any duty on BHB, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. BHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, BHB and BHB's subconsultants.

CONSTRUCTION OBSERVATION - BHB will visit the site at intervals stated within this Agreement, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow BHB to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, BHB shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by BHB as Additional Services in accordance with the terms of this Agreement.

BHB shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

BHB shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. BHB does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

SHOP DRAWING REVIEW - BHB shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. BHB's review shall be conducted with reasonable promptness while allowing sufficient time in BHB's judgment to permit adequate review. Review of a specific item shall not indicate that BHB has reviewed the entire assembly of which the item is a component. BHB shall not be responsible for any deviations from the Construction Documents not brought to the attention of BHB in writing by the Contractor. BHB shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CERTIFICATIONS, GUARANTEES AND WARRANTIES - BHB shall not be required to sign any documents, no matter by whom requested, that would result in BHB's having to certify, guarantee or warrant the existence of conditions whose existence BHB cannot ascertain. The Client also agrees not to make resolution of any dispute with BHB or payment of any amount due to BHB in any way contingent upon BHB's signing any such certification.

OWNERSHIP OF INSTRUMENTS OF SERVICE - All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by BHB as instruments of service shall remain the property of BHB. BHB shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

If provided, accepting, and utilizing any electronic CAD drawings, reports, and data on any form of electronic media generated and furnished by BHB, the Recipient agrees that all such electronic files are instruments of service of BHB, who shall be deemed author, and shall retain all common law and other rights, including copyrights. Said files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them.

The recipient agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Recipient agrees not to transfer these electronic files to others without the prior written consent of BHB.

The recipient is aware that differences may exist between the electronic files and printed hard-copy documents. In the event of a conflict between signed documents prepared by BHB and the electronic files, the signed or sealed hard-copy documents shall govern.

In addition, the Recipient agrees, to the fullest extent permitted by law, to indemnify and hold harmless BHB, its officers, directors, employees and sub-consultants against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising from any use of the electronic files.

Under no circumstances shall delivery of electronic files for use by the Recipient be deemed a sale by BHB, and BHB makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

RECORD DOCUMENTS - Under the basic scope of this work, BHB shall not provide Record Documents for this project based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may be provided as an added scope to this project at the hourly rates stated herein and may show significant changes made during construction. Because these Record Documents will be based on unverified information provided by other parties, which BHB is entitled to assume will be reliable, BHB cannot and does not warrant their accuracy.

MEDIATION - In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and BHB agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and BHB further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION - In the event of termination of this Agreement by either party, the Client shall within fourteen calendar days of termination pay BHB for all services rendered and all reimbursable costs incurred by BHB up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving BHB not less than seven calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or BHB's services by the Client for more than ninety calendar days, consecutive or in the aggregate;

- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of BHB, the Client shall pay BHB, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by BHB in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT – Neither party to this agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for the purposes of this Agreement.

STATEMENT OF JURISDICTION - The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The TBAE may be reached 333 Guadalupe, Suite 2-350, Austin, TX 78701 or PO Box 1237, Austin, TX 78711; Telephone 512-305-9000.



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: April 17, 2025
Department: Asst City Managers	Agenda Item: IV.5.
Subject: Discuss and consider approving resolution R04-2025-449 authorizing the City match requirement for the Hazard Mitigation Grant Program (DR-4572).	

Background:

The City of Crowley has been awarded a grant for a back-up power generator for City Hall. This grant is being offered under the Hazard Mitigation Grant Program. The obligation for this grant is a 10% City match and City funded design costs.

The resolution being considered is to accept the award and authorize the financial City match portion of the grant. The proposed cost for the City portion is estimated to be \$11,162.50. That cost may increase after the project is awarded. If that amount changes staff will bring that expense back to Council to review.

The design services are being considered on a separate agenda item.

Recommendation:

Staff recommends approval of the resolution.

Financial Information:

The City match portion shall be funded from FY 2024-2025 general funds.

Attachments:

1. Generator Award Package unsigned
2. Resolution R04-2025-449 Hazard Mitigation Grant Program



September 30, 2024

Lori Watson
City Manager
City of Crowley
201 E Main St.
Crowley, TX 76036

Subject: Sub-Grant Award, DR-4572 - Hurricane Laura

Dear Lori Watson:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4572, Hurricane Laura. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: HYXJAAMN2EC4
TINS Number: 75-6005431
FIPS Number: 439-17960-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0037
Project Title: City of Crowley City Hall Generator
Period of Performance (POP): July 22, 2024 to June 7, 2025

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	7/22/2024	\$111,625.00	90%	\$100,462.50	10%	\$11,162.50

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up

to 5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	7/22/2024	\$0	100%	\$0	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The City of Crowley will install a generator on the west side of City Hall. The generator will provide back-up power in the event of an outage. This consists of the installation of a concrete generator pad, installation of a Generac industrial power 600-amp SE transfer switch, installation of a Generac SD 175 industrial diesel stationary generator; installation of a block screen wall with concrete footer, and an adjustment to the sidewalk for the generator pad to ensure continuity of sidewalk post-installation. Any disturbed portions of the sidewalk will be repaired.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
City of Crowley City Hall	201 East Main, Crowley, Tarrant County, TX	175KW	Permanent	32.578997	-97.35772

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX M13). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

The following programmatic conditions must be met within 90 days of this award letter or federal funding may be de-obligated;

- Please provide an updated application that changes the project type from 601.2 Regular Generators to 601.1 Generators.
- Please update the Worksheet Cost Type Summary portion of the application to reflect the line items in NEMIS Cost Estimate tab.
- Please provide an update for the Work Schedule in NEMIS that lists the Timeframe as the number of days to complete the task. For example = 90 days instead a range.
- Please update the Problem & Risk Data in NEMIS to reflect the solution and alternate for this project

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on

this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Mark LeMense, at mark.lemense@tdem.texas.gov.

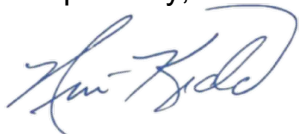
Lori Watson, City Manager

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Mark LeMense, at 469-203-2938 or mark.lemense@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations

Copy: Pleasant Brooks, Fire Chief
pbrooks@ci.crowley.tx.us

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998



FEMA

July 22, 2024

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor - The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Mr. Josh Davies, State Hazard Mitigation Officer

RE: DR-4572-0037-TX
City of Crowley - City of Crowley City Hall Generator
Approval
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Crowley City Hall for the City of Crowley City Hall Generator project. The total project cost is \$111,625.00. The Federal share in the amount of \$100,462.50, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4572-0037-DR-TX. The non-federal match requirement of \$11,162.50 will be provided by the City of Crowley.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) up to 5% of the project costs are eligible, however none have been requested at this time. Subrecipient MC must be requested by the application deadline to be eligible.

Summary of funding for the project is illustrated below:

DR-4572-0037-TX	Federal Share	Non-Federal Share	Total
Project Costs	\$100,462.50 (90%)	\$11,162.50 (10%)	\$111,625.00 (100%)
Subrecipient MC	\$0 (100%)	\$0.00 (0%)	\$0 (100%)
Total Obligation	\$100,462.50	\$11,162.50	\$111,625.00

The following is the approved Scope of Work (SOW) for the above-referenced project:

The City of Crowley will install a generator on the west side of City Hall. The generator will provide back-up power in the event of an outage. This consists of the installation of a concrete generator pad, installation of a Generac industrial power 600-amp SE transfer switch, installation of a Generac SD 175 industrial diesel stationary generator; installation of a block screen wall with concrete footer, and an adjustment to the sidewall for the generator pad to ensure continuity of sidewalk post-installation. Any disturbed portions of the sidewalk will be repaired.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
City of Crowley City Hall	201 East Main, Crowley, Tarrant County, TX	175KW	Permanent	32.578997	-97.35772

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX M13 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

The following programmatic conditions must be met within 90 days of this award letter or federal funding may be de-obligated;

- Please provide an updated application that changes the project type from 601.2 Regular Generators to 601.1 Generators.
- Please update the *Worksheet Cost Type Summary* portion of the application to reflect the line items in NEMIS Cost Estimate tab.
- Please provide an update for the Work Schedule in NEMIS that lists the Timeframe as the number of days to complete the task. For example = 90 days instead a range.
- Please update the Problem & Risk Data in NEMIS to reflect the solution and alternate for this project

FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4572-TX is June 07, 2025, 48-months from the close of the application period. It is the responsibility of the Recipient and subrecipient to ensure all

approved activities associated with this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with 2023 Hazard Mitigation Assistance Program and Policy Guidance, Hazard Mitigation Grant Program Management Costs, any MC provided will be obligated in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner

The initial quarterly progress reports for the HMGP project is due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates are not determination of the allowability of costs.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

The Obligation Report and REC are included for your records.

Chief Kidd
July 22, 2024
Page 4

If you have any questions regarding the information, please contact LaWanda Teh-Teh, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at 202-812-6232 or LaWanda.TehTeh@fema.dhs.gov.

Sincerely,

**BRIANNE M
SCHMIDTKE**
Digitally signed by
BRIANNE M
SCHMIDTKE
Date: 2024.08.13
10:52:17 -05'00'

Brianne Schmidtke
HMA Disaster Branch Chief

Enclosures: Obligation Report
 REC

RESOLUTION NO. R04-2025-449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) DR-4572 TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THIS PROGRAM; AND AUTHORIZING A LOCAL FUNDING MATCH.

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

WHEREAS, the City of Crowley is authorized to apply for a grant from the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the City of Crowley meets the official entity requirements of the HMGP for grant application though the City's legal authority to plan for, and mitigate, flood, wind, and storm damages, to critical infrastructure for the public safety and welfare of the community through the City of Crowley Mitigation Action Plan; and

WHEREAS, the State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4572 as a result of severe storms, rain, straight-line winds and flooding that occurred in Texas from August 23, 2020, to August 27, 2020, due to Hurricane Laura; and

WHEREAS, the City Council understands that an award of Program funds to the City will require a local funding match of 10%, and that the City would also be responsible for all non-reimbursable costs and 100% of overruns, if any;

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

SECTION 1.

The City Manager, or designee, is hereby authorized to submit an application for the Hazard Mitigation Grant Program (HMGP) with the Texas Division of Emergency Management, and that the application be placed in competition for funding for the Program.

SECTION 2.

City Council directs and designates the Mayor and/or City Manager to act as the City's Chief Executive Officers and authorized representatives in all matters in connection with the application and the City's participation in the Program.

SECTION 3.

That the City Council agrees to commit funds equal to the 10% non-federal requirement for the purpose of this program in the event the grant is approved and accepted with the estimated local contributions to be \$11,162.50. In addition, the City will be responsible for all non-reimbursable costs and 100% of overruns, if any.

SECTION 4.

The City agrees and will take steps to ensure that all funds will be used in accordance with all applicable federal, state, local, and HMGP requirements including procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 5.

This resolution shall take effect from and after its passage, and it is so resolved.

PASSED AND APPROVED at a regular meeting of the City Council of Crowley, Texas, on this the _____ day of _____, 2025.

City of Crowley, Texas,

Billy Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: April 17, 2025
Department: City Manager	Agenda Item: IV.6.
Subject: Discuss and consider approving the Second Amendment to the Amended and Restated Economic Development and Performance Agreement with Four Train Days Development, LLC.	

Background:

Four Train Days Development LLC previously entered into an Amended and Restated Economic Development and Performance Agreement regarding the development of property at 101 N. Magnolia Street in Crowley, Texas. This Second Amendment extends the timeframe of the First Amendment of the agreement from July 31, 2025 to October 31, 2025.

Recommendation:

Financial Information:

Attachments:

1. Second Amendment to Restated EDPA Four Train Days Development

**SECOND AMENDMENT TO THE AMENDED AND RESTATED ECONOMIC
DEVELOPMENT AND PERFORMANCE AGREEMENT
WITH FOUR TRAIN DAYS DEVELOPMENT, LLC**

This Second Amendment to the Amended and Restated Economic Development and Performance Agreement with Four Train Days Development, LLC is made and entered into on this 17th day of April, 2025, by and between the Crowley Economic Development Corporation (“EDC”) and Four Train Days Development, LLC (“Developer”).

RECITALS

WHEREAS, the EDC and the Developer entered into that certain Amended and Restated Economic Development and Performance Agreement dated April 4, 2024 relating to the property located at 101 N. Magnolia Street, Crowley, Texas (the “Restated Agreement”); and

WHEREAS, on or about October 24, 2024, the EDC and the Developer entered into a First Amendment to the Restated Agreement relating to the cost to relocate a natural gas line on the property in order to proceed with the Development; and

WHEREAS, Section 5.01(C) of the Restated Agreement currently contains a deadline to obtain the certificate of occupancy for the Development of July 31, 2025; and

WHEREAS, the Developer has requested an extension to the deadline to obtain the certificate of occupancy; and

WHEREAS, the EDC and the Developer now desire to enter into this Second Amendment to the Restated Agreement related to the certificate of occupancy deadline as more fully described herein, but in all other respects the Restated Agreement shall remain in full force and effect.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Restated Agreement, the EDC and the Developer hereby agree to amend the Restated Agreement as follows:

Article 5 “Covenants of Developer,” is hereby amended by amending subsection 5.01(C) to read as follows:

“(C) Obtain a certificate of occupancy for the Development no later than October 31, 2025.”

All other terms and provisions contained in the Restated Agreement shall remain in full force and effect. All capitalized terms used in this Second Amendment, to the extent not otherwise expressly defined herein, shall have the same meaning ascribed to them in the Restated Agreement.

**CROWLEY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Name: Lori Watson
Title: Executive Director
Dated: _____

**FOUR TRAIN DAYS
DEVELOPMENT, LLC**

By: _____
Name: _____
Title: _____
Dated: _____