



Agenda
Crowley City Council
May 15, 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 - May 15, 2025 - 6:30 PM

I. Call to Order and Roll Call

II. Non-Action Items for Discussion

III. Department Updates

1. Annual presentation by Crowley Fire Department

IV. 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 meetings held on May 1, 2025.

V. City Business

1. Discuss and take action on an Assignment and Assumption Agreement between Tom Mitchell/Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC AND Lennar Homes Texas Land and Construction, LTD, for the Mira Verde Phase 2 Addition.
2. Discuss and consider approval of a request for a waiver (variance) from Sec. 98-38 Subdivision Regulations to allow grading prior to approval of a final plat, for approval of land clearing not for development purposes under zoning code Sec.106.92(C)(2). for approval of an amendment to the development agreement for Hunters Ridge phases 3 and 4A
3. Discuss and consider adoption of Resolution R05-2025-453 declaring certain property used to fight fires as surplus to the City's needs, authorizing its donation pursuant to Article 3, Section 52i of the Texas Constitution and providing an effective date.
4. Discuss and consider adoption of Resolution R05-2025-454 declaring certain property as surplus to the city's needs, authorizing its disposal and providing an effective date.
5. Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.
6. Discuss and consider authorizing the City Manager or her designee to enter into a

professional services agreement with Innovative Transportation Services Inc.

VI. Adjournment

I, the undersigned authority, do hereby certify that this Work Session Agenda of the Crowley City Council to be held on May 15, 2025 at 6:30 PM is a true and correct copy posted on _____, 20____ at _____ am/ pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

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: Pleasant Brooks	Meeting Date: May 15, 2025
Department: Fire	Agenda Item: III.1.
Subject: Annual presentation by Crowley Fire Department	

Background:

Annual Department Report to Council to provide information and updates for services and projects related to Crowley Fire Department

Recommendation:

N/A

Financial Information:

None

Attachments:

1. 2025 Crowley FD Presentation

CROWLEY FIRE DEPARTMENT

Established 1951





Pleasant Brooks
Fire Chief



Claude Scally
Deputy Chief



Keira Stephens
EMS Chief

FIRE ADMINISTRATION



Tim Whetstone
A-Shift Battalion Chief



Mike Wissel
B-Shift Battalion Chief



Ian Christiansen
C-Shift Battalion Chief

BATTALION CHIEFS



Richard
Cox



Shawn
Horn



Chase
Frick



Sean
Bailey



Rob
O'Conner



Bryson
Parr

LIEUTENANTS



Aaron
Atkinson



Craig
Russell



Jimmy
Morton



Andrew
Sumner

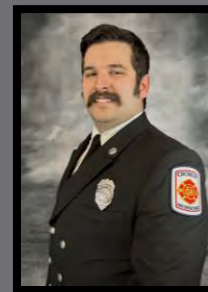
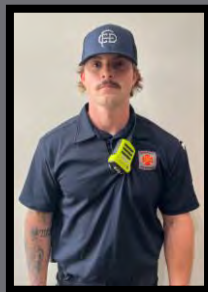


Patrick
Keenan



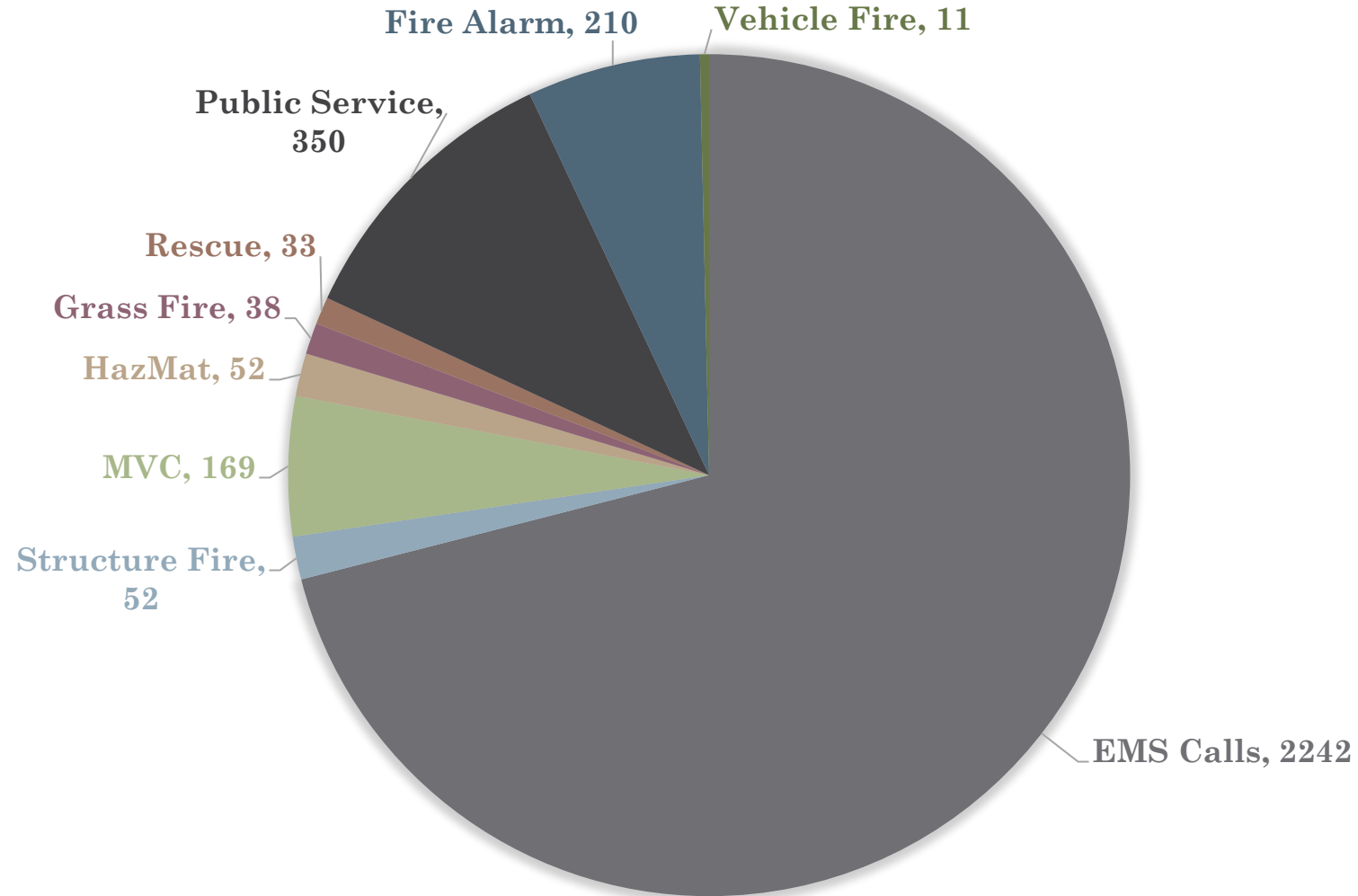
Brant
Garrett

ENGINEERS

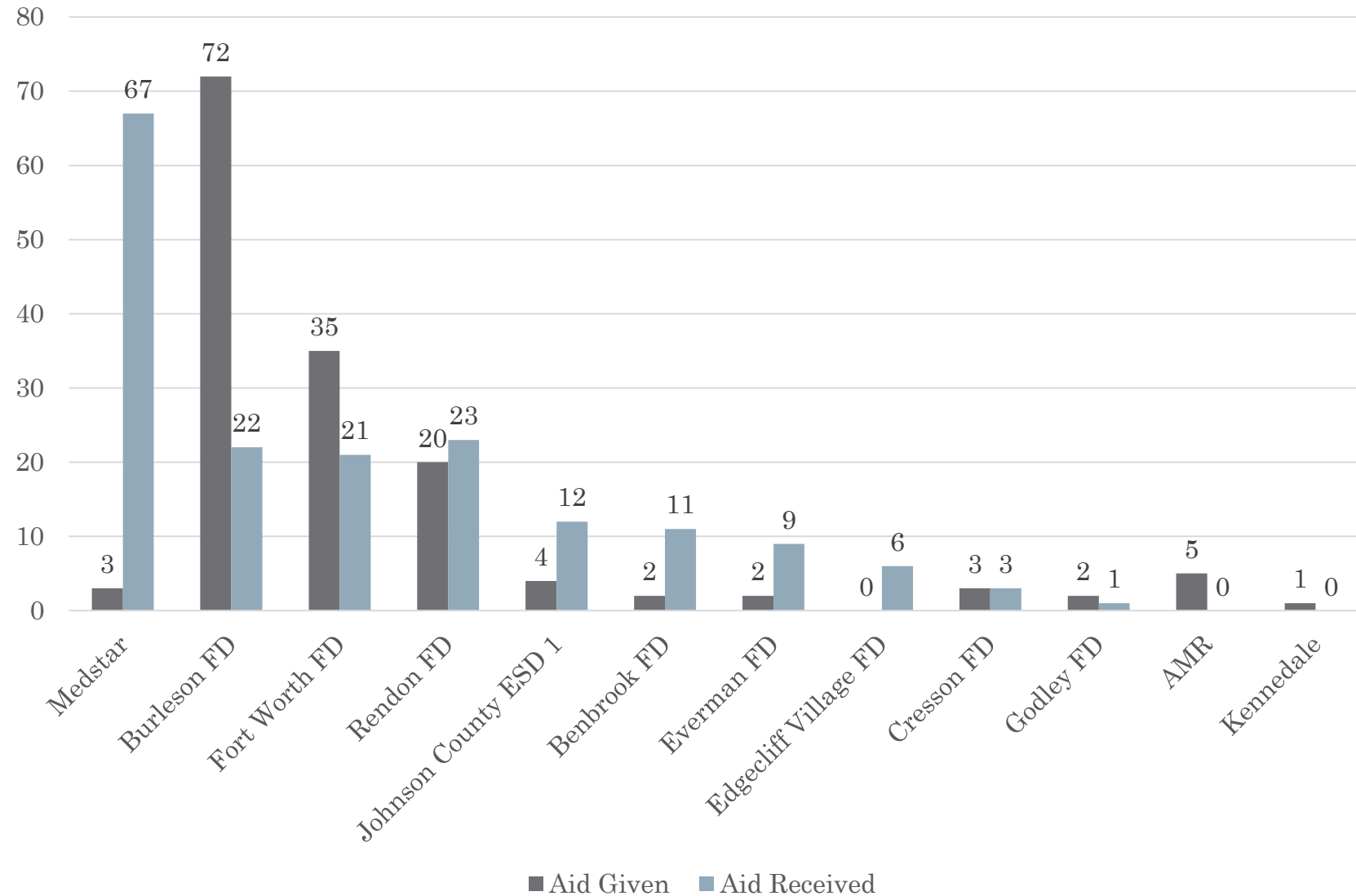


FIREFIIGHTERS

TOTAL CALLS FOR SERVICE – 3,440



MUTUAL/AUTO AID GIVEN/RECEIVED



RESPONSE TIMES

Response Times	
In-City Average	3 mins, 26 seconds
• District 1	3 mins, 41 seconds
• District 2	3 mins, 3 seconds
Tarrant County	6 mins, 52 seconds

*(incidents with a response mode of “**Emergent**”, so it doesn’t include lift assists or smoke detector installs)*

Turn Out Times	
In-City Average	1 minute, 4 seconds
• District 1	1 minute, 3 seconds
• District 2	1 minute, 4 seconds
Tarrant County	1 minute, 14 seconds

*(incidents with a response mode of “**Emergent**”, so it doesn’t include lift assists or smoke detector installs)*

Programs

- Citizens Emergency Response Teams (CERT)
- Establishing Honor Guard Program
- Junior Fire Academy
- Citywide CPR/AED Class
- Peer Support



Training Opportunity



Work in Progress

- Fire Marshal/EMC
- ISO Review In August 2025
 - Current Rated as Class 2
 - Our Goal is to become a Class 1
- Reapplying for the Heart Safe Community Certification
- Fire Department Best Practices
- Continue working on NFPA 1710
- Tarrant County – Emergency Service District 1 (23% of calls for service)



SQUAD 54

- Specs:
 - 2025 Ford F-250
- ALS-equipped and staffed with at least one Paramedic and one EMT. We are actively looking into expanding our capabilities with extrication and rescue tools to better respond to vehicle accidents and other emergencies.
- This unit is staffed when all primary positions are filled— 6 on the fire trucks, 4 on the medic units, and 1 for the Battalion Chief. When available, 2 crew members are reassigned from the ladder truck to Sq54, temporarily leaving the ladder truck with only its driver.



TRUCK 54

- Specs:
 - 2024
- Calls for Service (2024):
 - 434
 - (*Beginning Sept 30th*)

Recommended Replacement:

- *New order placed:* 2031
- *Replaced and moved to reserve status:* 2034
- *Retired Completely:* 2044



ENGINE 54

- Specs:
 - 2019 Spartan Gladiator
- Calls for Service (2024):
 - 1,456

Recommended Replacement:

- *New order placed:* 2026
- *Replaced and moved to reserve status:* 2029
- *Retired Completely:* 2039



MEDIC 54

- Purchased:
 - 2020 Braun Chief XL
- Calls for Service (2024):
 - 1,361
- Replacement Date:
 - October 2025
 - *Purchased by Tarrant County ESD 1*



2025 MICU ORDER

- Specs:
 - (3) 2025 Braun Chief XL MICUs
- We will keep our 2021 Braun as well as a reserve MICU since we will likely need 3 MICUs in service at all times

DRAWING IS FOR VISUAL PURPOSE ONLY. OPENINGS, HARDWARE AND BODY CONTOURS MAY VARY AFFECTING OUTCOME OF FINAL LAYOUT. THIS DESIGN & ENGINEERING IS SUBMITTED AS OUR PROPOSAL AND IS TO REMAIN OUR PROPERTY EXCLUSIVELY UNTIL ACCEPTED AND APPROVED BY PURCHASE. COPYRIGHT 2022 ©										
		<table border="1"><tr><td colspan="2">AUTHORIZATION SIGNATURE</td></tr><tr><td colspan="2">DRAWING BY: HAILI KNEPPER</td></tr></table>	AUTHORIZATION SIGNATURE		DRAWING BY: HAILI KNEPPER					
AUTHORIZATION SIGNATURE										
DRAWING BY: HAILI KNEPPER										
		<table border="1"><tr><td>CUSTOMER:</td><td>CROWLEY</td></tr><tr><td>JOB#</td><td></td></tr><tr><td>DATE:</td><td>3-12-25</td></tr><tr><td>REV.</td><td></td></tr></table>	CUSTOMER:	CROWLEY	JOB#		DATE:	3-12-25	REV.	
CUSTOMER:	CROWLEY									
JOB#										
DATE:	3-12-25									
REV.										

BRUSH 254

- Specs:
 - 1997 F350
- Calls For Service (2024):
 - 23

Recommended Replacement:

- ASAP
- Brush 54 is being replaced by Tarrant County ESD 1 and we have expressed interest in buying the current Brush 54 from them as a replacement for Brush 254
- (Going to public works)



2025 BRUSH TRUCK ORDER

- Specs:
 - 2025 F-450





City of Crowley, Texas City Council Agenda Report

Presenter: Carol Konhauser	Meeting Date: May 15, 2025
Department:	Agenda Item: IV.1.
Subject: Discuss and consider approving the minutes from the work session and regular meetings held on May 1, 2025.	

Background:

Recommendation:

Recommend approval of the minutes

Financial Information:

None

Attachments:

1. 05012025 CC WS Meeting Minutes
2. 05012025 CC Regular Meeting Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD MAY 1, 2025. The City Council of the City of Crowley, Texas met in Work Session on Thursday, May 1, 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 6:30 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Matt Foster, Council Member Scott Gilbreath, 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, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Planning and Comm Dev Director, Rachel Roberts
Public Works Director, Mike Rocamontes
Asst Finance Director, Heather Gwin
HR Administrator, Lacy Duncan
Media Relations Coordinator, Jay Hinton

Absent:

Council Member Jim Hirth

Non-Action Items for Discussion

None

Consent Agenda

1. Discuss and consider approving the minutes from the regular meeting held April 17, 2025
2. Receive and accept the Quarterly Investment Report(s) - 3rd and 4th Quarters of 2024

No discussion

City Business

1. Discuss and consider approving Ordinance 05-2025-562, an ordinance amending Chapter 82 "Traffic and Vehicles," Article V "Parking, Stopping and Standing," Division 4 "Residential Parking Permit," Section 81-188 "Designated Residential Parking Permit Area" by adding additional streets.

No discussion

2. Discuss and consider approving Resolution R05-2025-450 to accept the conveyance of Permanent Drainage Easement granted from Hunters Ridge Crowley Homeowners' Association Inc. to service Phase 3 of Hunters Ridge

No discussion

3. Discuss and consider approving Resolution R05-2025-451 to accept the conveyance of Permanent Sanitary Sewer Easement granted from Hunters Ridge Crowley Homeowners' Association Inc. to service Phase 3 of Hunters Ridge

No discussion

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:32 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD MAY 1, 2025. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, May 1, 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 Regular Session to order at 7:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Matt Foster, Council Member Scott Gilbreath, 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, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Planning and Comm Dev Director, Rachel Roberts
Public Works Director, Mike Rocamontes
Director of Utilities, Randal Manus
Asst Finance Director, Heather Gwin
HR Administrator, Lacy Duncan
Media Relations Coordinator, Jay Hinton

Absent:

Council Member Jim Hirth

Invocation and Pledge of Allegiance to the American and Texas Flags

Invocation was given by Media Relations Coordinator Jay Hinton followed by the Pledge of Allegiance to the American and Texas Flags.

Presentations/Proclamations

1. Annual Department Report to Council to provide information and updates for services and projects related to Public Works.

Public Works Director Mike Rocamontes provided Council with a thorough presentation of the various PW department projects.

2. Police Week Proclamation

Police week proclamation read by Council Member Scott Gilbreath and presented to the PD by Mayor Billy Davis.

3. Fire Department Proclamation

Fire Department proclamation read by Council Member Jerry Beck and presented to the FD by Mayor Billy Davis.

Consent Agenda

1. Discuss and consider approving the minutes from the regular meeting held April 17, 2025
2. Receive and accept the Quarterly Investment Report(s) - 3rd and 4th Quarters of 2024

Council Member Tina Pace made the motion to Approve the items on the Consent Agenda as presented; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

City Business

1. Discuss and consider approving Ordinance 05-2025-562, an ordinance amending Chapter 82 "Traffic and Vehicles," Article V "Parking, Stopping and Standing," Division 4 "Residential Parking Permit," Section 81-188 "Designated Residential Parking Permit Area" by adding additional streets.

Council Member Matt Foster made the motion to Approve Ordinance 05-2025-562 amending Chapter 82 to add additional streets to the designated residential parking permit area; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

2. Discuss and consider approving Resolution R05-2025-450 to accept the conveyance of Permanent Drainage Easement granted from Hunters Ridge Crowley Homeowners' Association Inc. to service Phase 3 of Hunters Ridge

Council Member Jesse Johnson made the motion to Approve Resolution R05-2025-450 accepting a permanent drainage easement from Hunters Ridge Homeowner's Association; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

3. Discuss and consider approving Resolution R05-2025-451 to accept the conveyance of Permanent Sanitary Sewer Easement granted from Hunters Ridge Crowley Homeowners' Association Inc. to service Phase 3 of Hunters Ridge

Council Member Tina Pace made the motion to Approve Resolution R05-2025-451 to accept a permanent sanitary sewer easement from the Hunters Ridge Homeowners Association; second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Public Comment

Terri Horn, Crowley Chamber of Commerce, reminded council of the upcoming skeet shoot tournament scheduled for Friday, May 23, 2025.

Items of Community Interest

None

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:39 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Mike Rocamontes	Meeting Date: May 15, 2025
Department: Public Works	Agenda Item: V.1.
Subject: Discuss and take action on an Assignment and Assumption Agreement between Tom Mitchell/Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC AND Lennar Homes Texas Land and Construction, LTD, for the Mira Verde Phase 2 Addition.	

Background:

A Developer Agreement for Mira Verde Phase 2 between the City of Crowley and Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC (Tom Mitchell) was originally brought before council and executed on March 7th, 2024. Tom Mitchell has since sold the Phase 2 portion of the development to Lennar Homes of Texas. However, per the Developer Agreement, he was required to get the City's approval before doing so. This Assignment and Assumption Agreement states that the City agrees to the Assignment of the Mira Verde Phase 2 Addition to Lennar Homes of Texas from the former owner.

Recommendation:

Staff recommends approval of the Mira Verde Assignment and Assumption Agreement with Lennar Homes of Texas, contingent on them providing all required documents, LOC document from their financial institute (First Texas Fidelity Company), affidavit of all bills paid from MX Construction for utility materials supplied and PP&M Bonds listed in the original Developer agreement.

Financial Information:

None

Attachments:

1. Developer Agreement - Mira Verde Phase 2 Recorded
2. Signed Assignment & Assump. Dev. Agreement Mira Verde Ph2

B. PUBLIC IMPROVEMENTS

All public and private infrastructure improvements on the Property, on-site and off-site, 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 the 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 (the Plans, engineering studies, plan/profile sheets and other construction documents are 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. Shape files (GIS) providing the location of water and sanitary sewer layout, storm drain layout, and street layout reflecting correct right-of-way width. The shape files shall be provided in the Texas NAD83 State Plane coordinate system for North Central Texas.

No building permits will be issued for the Addition until all public improvements have been installed and inspected and a letter of acceptance has been issued by the City.

C. CONSTRUCTION BONDS

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 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 execution of this Agreement.

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 Addition, 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, through its mayor, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

D. 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 prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the water system and improvements within the dedicated easements once the two-year maintenance bond is released.

2. SANITARY SEWER

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

3. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the approved Plans 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 drainage facilities and improvements within the dedicated easements once the two-year maintenance bond is released.

4. STREETS

1. Developer agrees to construct the street Facilities, on-site and off-site, in the Addition in accordance with the approved Plans referenced on **Exhibit "B"** which are made a part of this Agreement.
2. The Developer will be responsible for:
 - a. Installation and two-year operation cost of streetlights, which shall be payable to the City prior to final acceptance of the Addition; or an agreement with utility provider stating that no charge to the City will be made for streetlights for the two-year duration or until 80% of the lots in the Addition are occupied.
 - b. Installation of all street signs, on-site and off-site, designating the names of the streets inside the Addition, 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.
 - c. 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.

3. 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.
4. 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.
5. 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 12" water line exists in the right of way of Mira Verde Drive, and an 8" water line in the ROW of Corthay Trail (Mira Verde South Improvements) for point of connection.
3. The CITY does note to the DEVELOPER that an 8" sanitary sewer line exists in the ROW of Corthay Trail (Mira Verde South Improvements) for point of connection.

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. 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 shall pay a \$1,200.00 per LOT fee-in lieu of dedicating park land, (\$600 per LOT and \$600 for park equipment), for this development. This was voted on and approved by the Parks Board on November 2, 2023.

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 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, perimeter 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 improvements and shall form and dedicate such improvements to a homeowners association ("HOA") for maintenance, repair and replacement of such improvements. 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 formation of the HOA, and the HOA after 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 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 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 DEVELOPER that die prior to completion of the public improvements being constructed by DEVELOPER with the same or similar size and type of plant, tree, or grass that died.

6. BUILDING PERMITS AND INGRESS/EGRESS

Any subdivision in the City of Crowley with 30 lots or more requires two points of ingress/egress.

7. VENUE

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

8. 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 mayor 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 along with all documentation required by this Agreement, Federal and State Laws and City Ordinances. However, upon substantial completion, meaning all constructible aspects of the approved "Plans" of the project been completed, including any written and executed mutually agreed amendments, a "punch list" of items that are incomplete, have failed and/or not meeting City design criteria, 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 Addition. All items on the "punch list" must be completed, inspected and accepted by the City; and no building permits will be issued until acceptance by the City of the public improvements.

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, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES SHALL 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, GRANTEEES, 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 DEVELOPER'S CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE DEVELOPER'S 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 Addition; and in the alternative, the CITY shall be authorized to levy an assessment against the property in the Addition for public improvements in accordance with applicable state law.

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 (but in no event less than thirty (30) days after Developer's receipt of such default notice). 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.

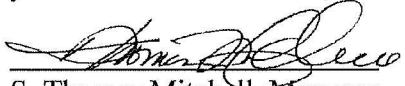
R. OTHER CONDITIONS

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.
2. The Developer shall pay inspection fees, to the City of Crowley, to inspect the infrastructure improvements for this development. City of Crowley shall provide the Developer monthly invoices for inspections conducted in the course of assuring the fulfillment of this agreement. Invoices may include plan review by the inspector, emails, meetings, and calls related to the project, reporting, on-site inspections, invoicing. It is estimated that a minimum of one-hour of time per work day will be necessary for the inspection of the project. Time will be billed in one-hour increments. Inspection of work perform outside the normal work week or done on City Holidays will be governed by City Ordinance. Costs for the public improvement inspections are shown on Exhibit "C" attached hereto.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

Crowley McCart Land Venture I, LLC

Address: 2106 East State Highway 114, Suite 101
Southlake, TX 76092

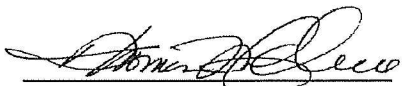
By: 

S. Thomas Mitchell, Manager

With a copy to: James K. Fleck
PTG, LLC

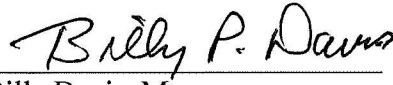
101 Summit Avenue, Suite 312
Fort Worth, TX 76102

STM/MNM land Venture I, LLC

By: 

S. Thomas Mitchell, Manager

CITY OF CROWLEY

By: 

Billy Davis, Mayor

ATTEST:

By: Carol Konhauser
Carol Konhauser, City Secretary



ACKNOWLEDGMENT

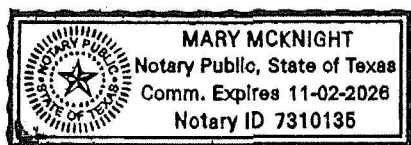
STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Manager of Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC and that he executed the same on behalf of Crowley McCart Lane Venture I, LLC and STM/MNM Land Venture I, LLC for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of February 2024..



Mary McKnight
Notary Public in and for the State of Texas

Type of Print Notary's Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Billy Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is 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 7th day of March 2024.



Carol Konhauser
Notary Public in and for the State of Texas
Carol Konhauser
Type of Print Notary's Name

[illegible]

EXHIBIT "B"
DESCRIPTION OF IMPROVEMENTS

On-Site and Off-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Grading, Paving, Drainage, and Street Light Improvements to serve the MiraVerde Phase II Addition dated 08/18/0023 by Bryce Eckeberger, P.E. of Kimley-Horn, as approved by the City Engineer dated 08/21/2023.

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 a detailed invoice for time billed each month showing what was inspected, by whom, and the date of inspection. 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.

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S AGREEMENT (this "Assignment") is entered into effective as of May 15, 2025 (the "Effective Date") by and between Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC ("Assignor"), and Lennar Homes of Texas Land and Construction, LTD, ("Assignee").

WHEREAS, Assignor and the City of Crowley, Texas, a home rule municipality located in Tarrant and Johnson Counties, Texas (the "City") have entered into that certain Developer's Agreement for the Mira Verde Phase 2 Addition, in the City of Crowley, Texas, recorded as Instrument Number D224045353 on March 18, 2024 in the Real Property Records of Tarrant County (the "Developer's Agreement"), attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Assignor now desires to assign to Assignee all of Assignor's obligations, rights, duties, title and interest in and to the Developer's Agreement, and Assignee desires to accept such assignment and assume all of Assignor's obligations, rights, duties, title and interest in and to the Developer's Agreement; and

WHEREAS, the Developer's Agreement requires the written consent of the City to any assignment of the Developer's Agreement, which consent is documented by the City's approval of this Assignment Agreement as reflected below.

NOW, THEREFORE, for and in consideration of the premises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and acknowledge as follows:

1. Assignment and Assumption. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's obligations, duties, rights, title and interest in and to the Developer's Agreement, and Assignee hereby assumes all of Assignor's obligations, duties, rights, title and interest in and to the Developer's Agreement, and agrees to be bound by the terms of the Developer's Agreement attached hereto as Exhibit "A".

2. Representations. Assignor further represents that its interests under the Developer's Agreement have not been previously assigned, sublet, transferred, hypothecated, or otherwise disposed of.

3. City Consent. By execution hereof, the City hereby provides written consent to this Assignment, pursuant to Section H.8 of the Developer's Agreement.

4. Notice. Any notice required to be given relating to the Developer's Agreement shall be given as follows:

Assignor: Crowley McCart Land Venture I, LLC and
STM/MNM Land Venture I, LLC
2106 East State Highway 114, Suite 121
Southlake, Texas 76092

Assignee: Lennar Homes of Texas Land and Construction, LTD
1231 Greenway Drive, Suite 800
Irving, Texas 75038

City: City of Crowley, Texas
Attn: City Manager
201 E. Main
Crowley, Texas 76036

5. Counterparts. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. Binding Effect. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

Crowley McCart Land Venture I, LLC

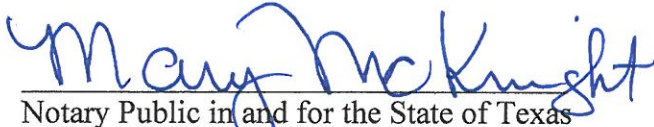
By: 
Name: S. Thomas Mitchell
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Manager of Crowley McCart Land Venture I , LLC, and that he is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of May, 2025.




Notary Public in and for the State of Texas

Mary McKnight
Type or Print Notary's Name

My Commission Expires:

ASSIGNOR:

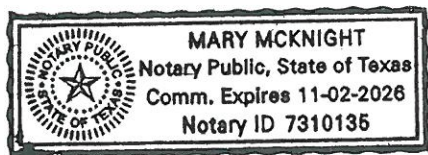
STM/MNM Land Venture I, LLC

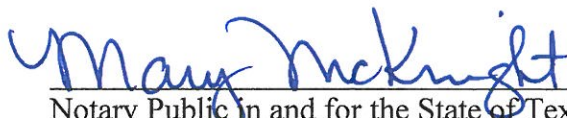
By: 
Name: S. Thomas Mitchell
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Manager of STM/MNM Land Venture I , LLC, and that he is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of May, 2025.

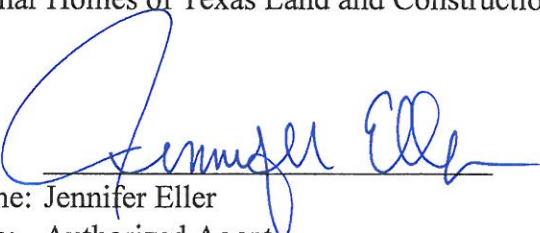



Notary Public in and for the State of Texas
Mary McKnight
Type or Print Notary's Name

My Commission Expires:

ASSIGNEE:

Lennar Homes of Texas Land and Construction, LTD

By: 

Name: Jennifer Eller

Title: Authorized Agent

STATE OF TEXAS §

COUNTY OF Dallas §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared **Jennifer Eller**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the Authorized Agent of Lennar Homes of Texas and Land Construction, LTD, and that he/she is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

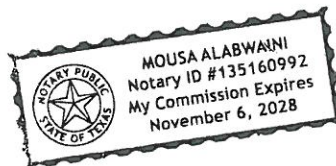
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of May, 2025.


Notary Public in and for the State of Texas

Mousa Alabwaini
Type or Print Notary's Name

My Commission Expires:

Nov 6, 2028



The City hereby consents to the foregoing Assignment this 15th day of May, 2025.

CITY OF CROWLEY, TEXAS:

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

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 and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Crowley, and that he is authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of May, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT “A”

**DEVELOPER’S AGREEMENT
MIRA VERDE PHASE 2 ADDITION**



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: May 15, 2025
Department: Community Development	Agenda Item: V.2.
Subject: Discuss and consider approval of a request for a waiver (variance) from Sec. 98-38 Subdivision Regulations to allow grading prior to approval of a final plat, for approval of land clearing not for development purposes under zoning code Sec.106.92(C)(2). for approval of an amendment to the development agreement for Hunters Ridge phases 3 and 4A	

Background:

This agenda item is for a two-part request from Bloomfield Homes as part of the next phases of development in Hunters Ridge.

- The first part of the request is to clear trees in an area that has not been approved for development. The zoning code allows the City Council to consider these requests subject to certain criteria, as described below.
- The second part of the request is to allow grading within the area(s) that have been cleared, which requires a variance.
- If the grading request is approved, staff recommend the Council amend the development agreement for phases 3 and 4A to include the grading work.

TREE REMOVAL

The city recently approved a final plat for Hunters Ridge phase 3 and phase 4A. The developer, Bloomfield Homes, submitted a tree preservation and removal plan for review, as required by city code. The tree plan includes a request to clear trees from an area that is outside the approved development area (the area requested for clearing has not been platted).

Under city code, “cutting of trees and land clearing for other than development purposes may be considered only by the City Council.” The code provides criteria for the Council to consider, which are shown below. The tree preservation / tree removal regulations were adopted as part of the 2022 code updates. Prior to the update, the code included a provision prohibiting clear cutting, but there were no standards about what was considered “clear cutting” or what documentation should be provided to demonstrate a developer would not be clear cutting a site. This lack of standards was confusing to both staff and developers, and, while well-meaning, in practice the regulations were not very useful. The new regulations are intended to provide clear guidelines about when trees can be cleared and which trees, if any, need to be mitigated.

Excerpt from city code:

1. In determining whether to allow cutting of trees or land clearing, the City Council shall

consider any of the following:

1. Special conditions exist which are peculiar to the land and are not applicable to other lands in the same zoning district;
2. The clear cutting is for a legitimate agricultural purpose and the property is zoned AG;
3. The strict interpretation of the provisions of this section would deprive the property owner of rights commonly enjoyed by other properties in the same zoning district under the terms of this section;
4. Allowing the land clearing will meet the objectives and intent of this section and not injure the adjoining property owners or be detrimental to the public welfare; or
5. Allowing the land clearing will be in harmony with the spirit and purpose of this section.

2. **In allowing the land clearing, the City Council may impose such conditions as will reasonably accomplish the purposes of this section.**

Generally speaking, the intent is not to allow clearing of land simply for the convenience of the developer. The provision is intended to help landowners in situations where the standards were clearly not intended to apply (e.g., for properties in agricultural use) or are not feasible to apply. Bloomfield is requesting to clear trees from an unplatted area under this provision of the zoning code.

To support their request, Bloomfield provided the attached tree plan. The area in question is the large rectangular area in green at the top of the aerial image. Bloomfield proposes to retain four trees. These trees are native trees at least 8" in diameter (these would be considered protected trees under the city code). Staff recommend the Council consider the following elements in determining whether to grant the request and, if granted, whether to impose any conditions.

1. If trees shown as remaining on the tree plan are damaged during earthwork and need to be mitigated, when will that occur and where? For example, if the area is not developed within the next year or two, how will the city ensure the trees are mitigated when the property is eventually developed? If the trees are damaged now, then when it is developed later, there will not be an opportunity to mitigate the tree loss at that time.
2. In terms of tree mitigation, even trees that are not popular can serve a valuable purpose in terms of preventing soil erosion and help prevent storm water runoff, as can other forms of vegetation. If the land is cleared now, there may not be vegetation left to prevent erosion or other soil-related problems. How will this affect the city's storm water system? Will the developer maintain any erosion control measures indefinitely? How will the developer prevent dirt from running or blowing off this site onto surrounding streets and properties?
3. And finally, what precedent will this set for other developers wanting to clear land that is not part of an approved development? Are there conditions specific to this site and/or this project that ensure the city will not be obligated to grant similar requests in the future?

GRADING

The City Council approved a similar request last September when Bloomfield requested to grade an area on commercially-zoned property to allow floodplain reclamation. Staff have not received specific information supporting the request this time, but a representative from the developer or the developer's engineer will be at the Council meeting to present more information.

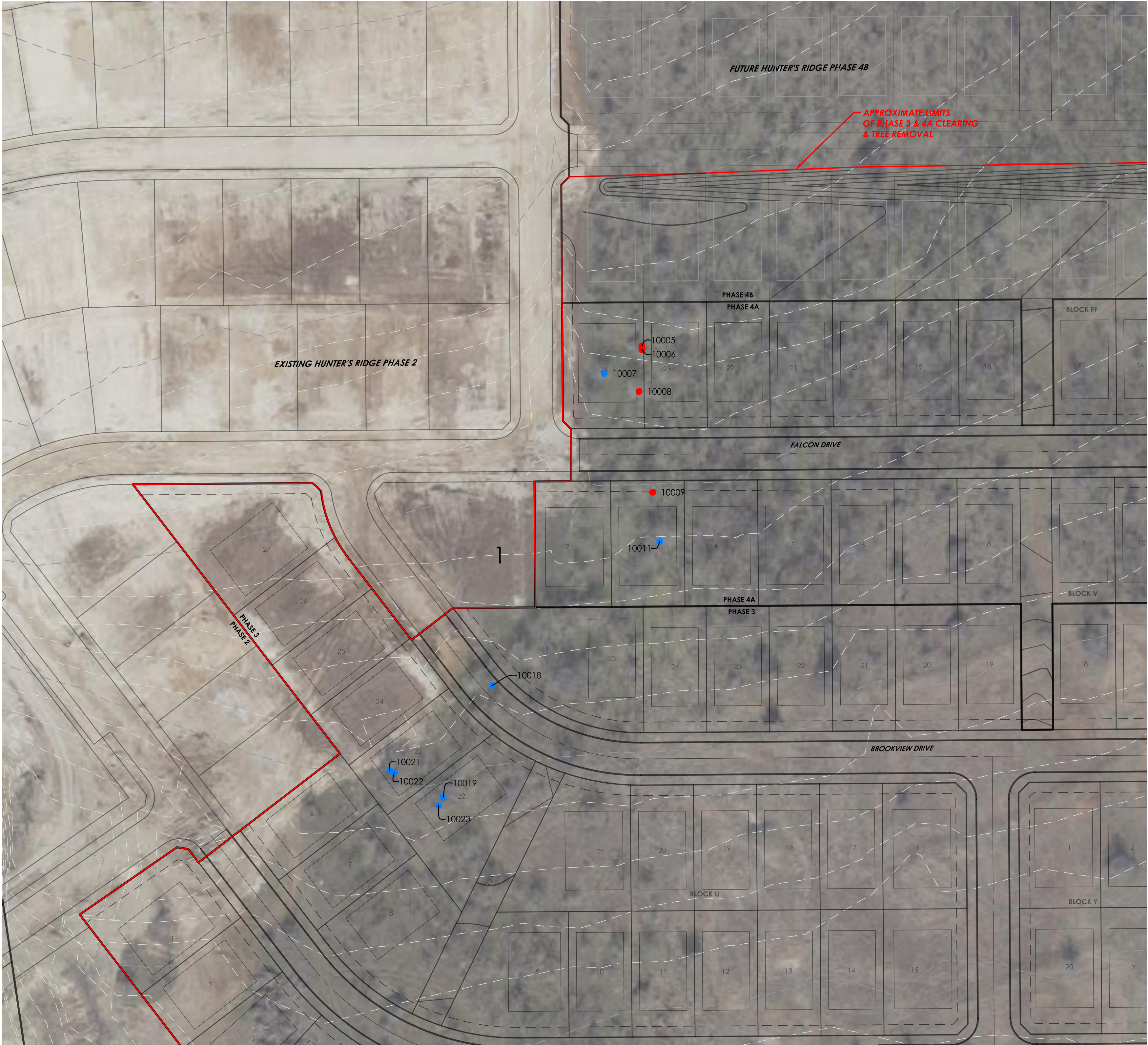
When the previous grading request was granted, the city required the developer to execute a development agreement. In this case, staff recommend modifying the approved agreement for phases 3 and 4A to include the grading work requested outside the development area.

Recommendation:

Financial Information:

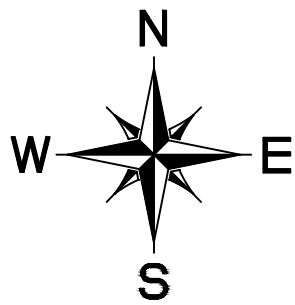
Attachments:

1. Hunter's Ridge Phase 3+4A Tree Preservation Plan 5-7-25
2. Hunter's Ridge Phases_AMENDED_3 and 4A Developer Agreement_DRAFT



LEGEND

- TREE TO REMAIN
- TREE TO BE REMOVED (EXEMPT)
- TREE TO BE REMOVED (NON-EXEMPT)
- AREA OF DISTURBANCE



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

CONTRACTOR NOTE

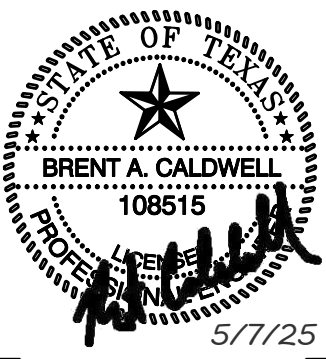
THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATING. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION AND DATA FURNISHED BY THE OWNERS OF SUCH UNDERGROUND 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 UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERE TO RESULTING FROM THE WORK. THE COST OF ALL OF WHICH WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

NO.	REVISION DATE
△	
△	
△	
△	
△	
△	
△	

BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTH LAKE, TX 76082
(817) 416-1672

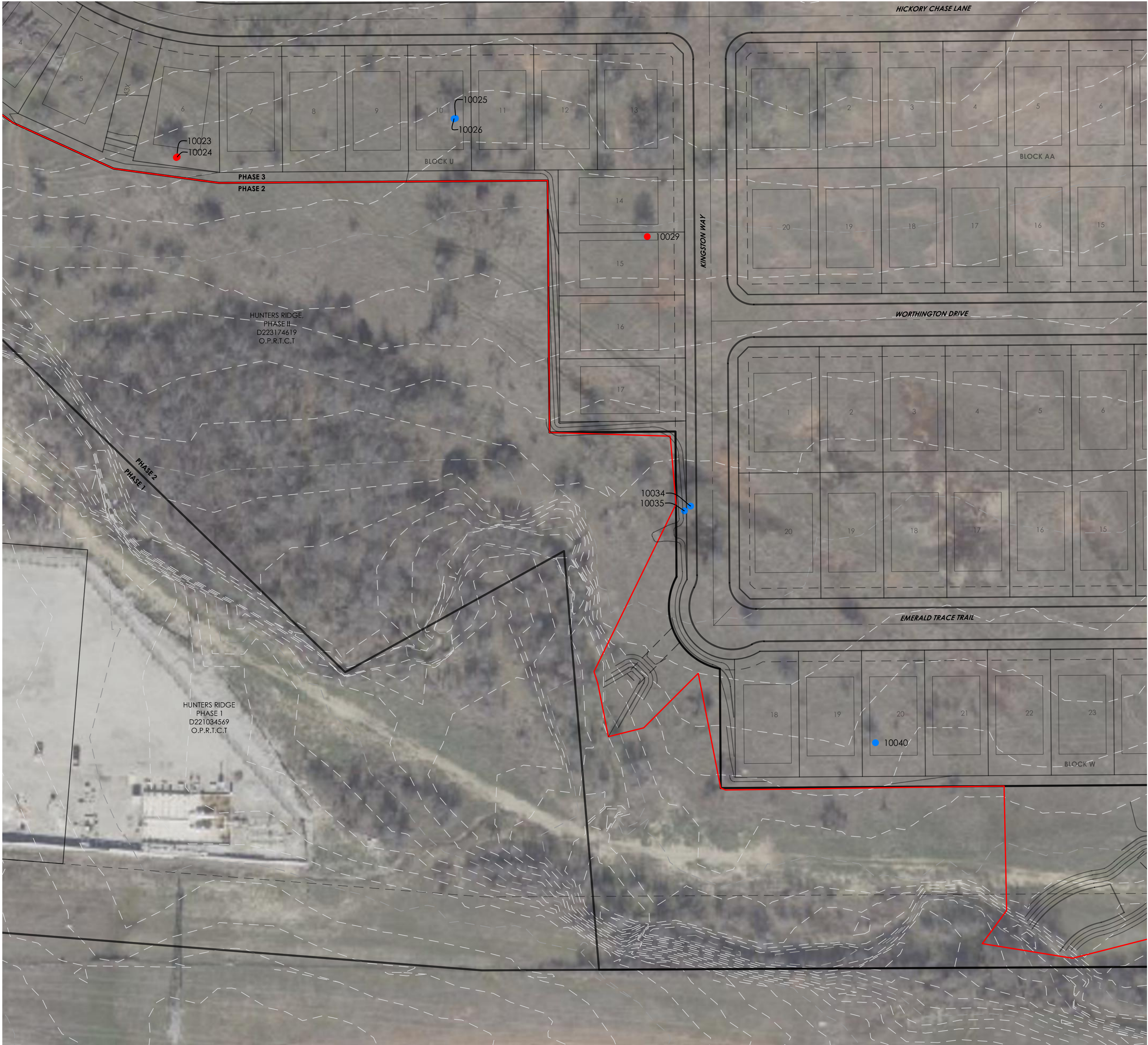
HUNTER'S RIDGE
PHASE 3 & 4A
CROWLEY, TX

GM civil
Engineering & Surveying
2537 34th Gateway, Suite 100, Dallas, Texas 75244
Tel: 817-329-4875 | Fax: 817-329-4876 | Email: info@gmcivil.com



JOB NO. :	10805
DATE :	4/9/25
DSGN/DRFT :	KJJ/KJJ
REVIEW :	BAC

SHEET **2 of 4**
TREE PRESERVATION PLAN



●

●

●

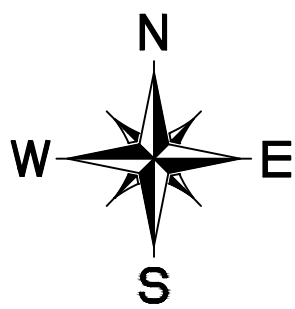
—

TREE TO REMAIN

TREE TO BE REMOVED (EXEMPT)

TREE TO BE REMOVED (NON-EXEMPT)

AREA OF DISTURBANCE



BENCH MARK ELEVATION : 747.90
CUT 1' 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

CONTRACTOR NOTE

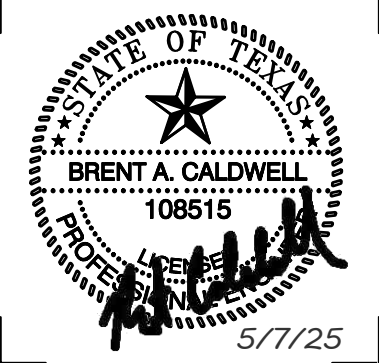
THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATING. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION AND DATA FURNISHED BY THE OWNERS OF SUCH UNDERGROUND 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 UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERE TO RESULTING FROM THE WORK. THE COST OF ALL OF WHICH WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

NO.	REVISION DATE
△	
△	
△	
△	
△	
△	
△	

BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTH LAKE, TX 76082
(817) 416-1672

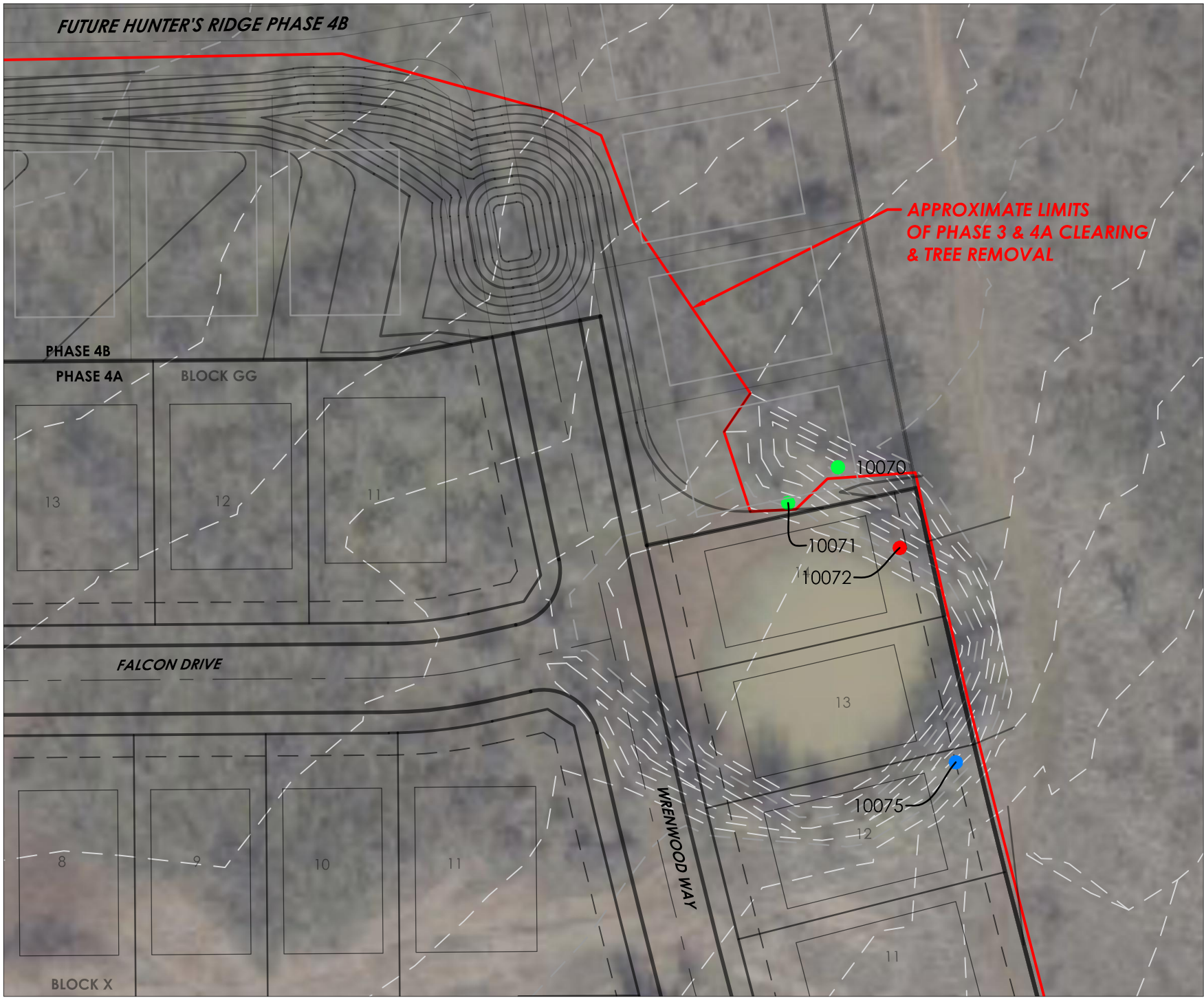
HUNTER'S RIDGE
PHASE 3 & 4A
CROWLEY, TX

GM civil
Engineering & Surveying
2537 34th Gateway, Suite 100, Dallas, Texas 75228
817-329-4872
Toll Free 1-877-294-4141 | TxDot Firm # 10021700



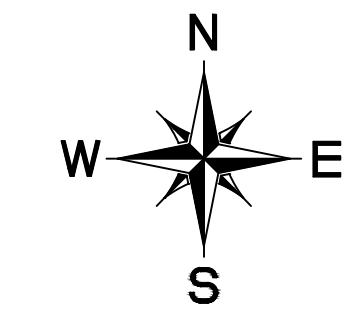
JOB NO. :	10805
DATE :	4/9/25
DSGN/DRFT:	KJJ/KJJ
REVIEW :	BAC

SHEET
3 of 4
TREE PRESERVATION PLAN



CONTRACTOR NOTE

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 BASED ON INFORMATION AND DATA FURNISHED BY THE OWNERS OF SUCH UNDERGROUND 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 UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERE TO RESULTING FROM THE WORK. THE COST OF ALL OF WHICH WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.



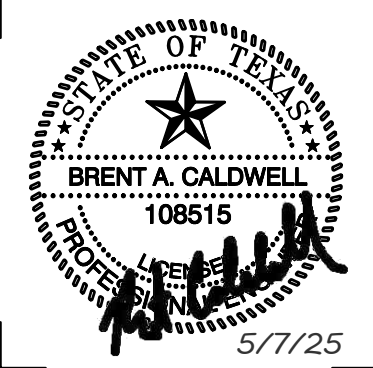
BENCH MARK ELEVATION: 747.90
CUT X-TOP OF INLET ON EAST SIDE OF NORTH CROWLEY RD, APPROXIMATELY 990 FEET SOUTH OF THE NORTHWEST CORNER OF H.F. STEVENS MIDDLE SCHOOL AND THE MOST EASTERLY SOUTHWEST CORNER OF HUNTERS RIDGE PH. 1

NO.	REVISION DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTH LAKE, TX 76082
(817) 416-1672

HUNTER'S RIDGE
PHASE 3 & 4A
CROWLEY, TX

GM civil
Engineering & Surveying
2537 34th Avenue, Suite 100
Dallas, Texas 75228
(817) 329-4372
Toll Free 1-877-294-4141 | Tdsurvey.com | 00021700



JOB NO.:	10805
DATE:	4/9/25
DSGN/DRFT:	KJJ/KJJ
REVIEW:	BAC

4 of 4
TREE PRESERVATION PLAN

**AMENDED 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-15th day of AprilMay, 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, the DEVELOPER has requested the CITY to permit earthwork in the form of grading of a tract of land included in the Hunters Ridge preliminary plat and also shown on the attached Exhibit "D" as "Approximate Limits of Phase 3 & 4A Clearing & Tree Removal", prior to final plat approval by the City for the Addition; and

WHEREAS, the CITY approved a Grading Plan for the Hunters Ridge Phase 3 and Phase 4A Addition as part of the construction plans approved on April 17, 2025 and described on the attached Exhibit "B", which enables the completion of grading to serve the Addition as provided herein, and this Grading Plan includes the abovementioned area that has no approved final plat, and the CITY desires to permit the requested grading; and

WHEREAS, the CITY and the DEVELOPER previously executed a development agreement for Hunters Ridge Phase 3 and Phase 4A, which was adopted by the CITY on April 17, 2025, and this Agreement is intended to amend, restate, replace, and supersede the original agreement; 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. EARTHWORK (GRADING WORK)

All grading dirt work shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the approved Grading Plan, attached hereto as Exhibit "B", the subdivision regulations of the 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.

EF. 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.

FG. 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**

GH. 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.

HI. 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.

II. 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.

JK. 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.

KL. 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.

LM. AMENDMENTS

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

MN. 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.

NO. 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.

OP. 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.

PQ. 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.

QR. 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.

RS. 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.

EXHIBIT "D"
NON-DEVELOPMENT AREA APPROVED FOR GRADING



City of Crowley, Texas City Council Agenda Report

Presenter: Pleasant Brooks	Meeting Date: May 15, 2025
Department: Fire	Agenda Item: V.3.
Subject: Discuss and consider adoption of Resolution R05-2025-453 declaring certain property used to fight fires as surplus to the City's needs, authorizing its donation pursuant to Article 3, Section 52i of the Texas Constitution and providing an effective date.	

Background:

Crowley Fire Department is requesting permission to surplus decommissioned radios. The department wishes to donate through the Texas A&M Forest Service Helping Hands Program. This program provides donations of surplus fire equipment to other fire departments and emergency services organizations in need, particularly in rural or under served communities.

Recommendation:

Staff recommends approval of Resolution 05-2025-453

Financial Information:

None

Attachments:

1. Resolution R05-2025-453
2. Exhibit A R05-2025-453

RESOLUTION NO. R05-2025-453

RESOLUTION OF THE CITY OF CROWLEY DECLARING CERTAIN PROPERTY USED TO FIGHT FIRES AS SURPLUS TO THE CITY'S NEEDS; AUTHORIZING ITS DONATION PURSUANT TO ARTICLE 3, SECTION 52I OF THE TEXAS CONSTITUTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

The described property listed as Exhibit A is hereby declared surplus to the needs of the city. Pursuant to Article 3, Section 52i of the Texas Constitution, staff is instructed to donate surplus equipment, supplies, or other materials used in fighting fires to the Texas Forest Service and to dispose of surplus items of no value.

PRESENTED AND PASS ON THIS THE 15TH DAY OF MAY 2025, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser
City Secretary

Exhibit A

Fire Department:

Make	Nomenclature	Model #	Serial #
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1229
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1230
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1231
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1232
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1233
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1234
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1235
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1236
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1237
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1239
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1240
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1241
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1242
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1243
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1244
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1245
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1246
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1247
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1248
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1249
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1250
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1251
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1252
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1253
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1254
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1255
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1256
Motorola	APX 7000XE 1.5	H49TGD9PW1AN	562CNM1257

<u>Make</u>	<u>Nomenclature</u>	<u>Model #</u>	<u>Serial #</u>	<u>Notes</u>
Motorola	APX 7500	M30TSS9PW1AN	656CNM4163	Dash Mount
Motorola	APX 7500	M30TSS9PW1AN	656CNM4164	Dash Mount
Motorola	APX 7500	M30TSS9PW1AN	656CNM4166	Dash Mount
Motorola	APX 7500	M30TSS9PW1AN	656CNM4168	Remote Mount
Motorola	APX 7500	M30TSS9PW1AN	656CNM4170	Remote Mount
Motorola	APX 7500	M30TSS9PW1AN	656CNM4172	Dual Head, Remote Mount
Motorola	APX 7500	M30TSS9PW1AN	656CMT2947	Dual Head, Remote Mount



City of Crowley, Texas City Council Agenda Report

Presenter: Heather Gwin	Meeting Date: May 15, 2025
Department: Finance	Agenda Item: V.4.
Subject: Discuss and consider adoption of Resolution R05-2025-454 declairing certain property as surplus to the city's needs, authorizing it's disposal and providing an effective date.	

Background:

Discuss and consider adoption of Resolution R05-2025-454 declaring certain property as surplus to the City's needs, authorizing its disposal and providing an effective date.

Recommendation:

Staff recommends approval of Resolution R05-2025-454 declaring certain property as surplus and authorizing its disposal.

Financial Information:

None

Attachments:

1. Resolution R05-2025-454
2. Exhibit A R05-2025-454

RESOLUTION NO. R05-2025-454

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

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

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

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

The described property listed as Exhibit A is hereby declared surplus to the needs of the city. Staff is instructed to dispose of surplus items of no value.

PRESENTED AND PASS ON THIS THE 15TH DAY OF MAY 2025, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

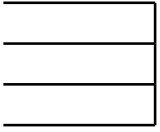
ATTEST:

Carol Konhauser
City Secretary

Exhibit A

Recreation Center:

<u>Make</u>	<u>Description</u>	<u>Model #</u>	<u>Condition</u>
Tornado	9 Gallon Carpet Extractor	PFX900S-T	Non Working
Task-Pro	Floor Scrubber w/Traction Drive	TP20TSCRUB	Non Working





City of Crowley, Texas City Council Agenda Report

Presenter: Carol Konhauser	Meeting Date: May 15, 2025
Department: City Secretary	Agenda Item: V.5.
Subject: Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.	

Background:

Pursuant to the City of Crowley Home Rule Charter, Section 3.03 the Council shall elect, at the first regularly scheduled Council meeting following an election, from among its council members, a Mayor Pro Tempore, who shall act as Mayor during the absence or disability of the Mayor or during a time that the office is vacated.

May 2024-May 2025 Scott Gilbreath
May 2023-May 2024 Jim Hirth
May 2022-May 2023 Johnny Shotwell
May 2021-May 2022 Jesse Johnson
Jan 2021- May 2021 Carl Weber
May 2019-Jan 2021 Jerry Beck
May 2018-May 2019 Johnny Shotwell

Recommendation:

Council action is required by nomination and voting for a Mayor Pro Tempore.

Financial Information:

None

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: May 15, 2025
Department: City Manager	Agenda Item: V.6.
Subject: Discuss and consider authorizing the City Manager or her designee to enter into a professional services agreement with Innovative Transportation Services Inc.	

Background:

ITS will continue to support the City of Crowley by providing transportation consulting services, with a current focus on programming and funding opportunities for streets, trails, and park-related transportation projects. ITS played a key role in securing Main Street grant funding and will work closely with city staff to advance transportation priorities and address related issues as identified by the City.

Recommendation:

Staff recommends approval of the proposed contract.

Financial Information:

\$90,000 annually, to be paid in monthly installments of \$7,500.

Attachments:

1. ITS Professional Services Agreement

THE STATE OF TEXAS §
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES AGREEMENT WITH
INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**

This contract is entered into on this ____ day of _____, 2025, by and between the **CITY OF CROWLEY, TEXAS**, a municipal corporation located in Tarrant County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or other authorized representative, and **Innovative Transportation Solutions, Inc.**, (hereinafter referred to as "CONSULTANT") whose address is 2701 Valley View Lane, Farmers Branch, Texas 75234.

RECITALS

WHEREAS, CITY desires to obtain professional services from CONSULTANT;
and

WHEREAS, CONSULTANT is a transportation consulting firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.
Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide professional transportation services specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

The total fee for services described herein shall be a sum not to exceed Ninety Thousand Dollars (\$90,000) per year, (Seven Thousand Five Hundred (\$7,500) per month. This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by CITY in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill CITY on a monthly basis. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice for actual services performed by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that CITY agrees with the invoice, that CITY has not determined any of the work to be unsatisfactory, or that CITY otherwise does not dispute any of the amounts billed, CITY shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require CITY to pay for any work that CITY has determined has not been successfully completed or is unsatisfactory as determined by

CITY, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire *costs involved in performing such additional services*. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Crowley City Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on _____, after the date first written above, and shall continue for a period of one year with four automatic one-year extensions, unless the CITY otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by CITY for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by CITY. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to CITY certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

City of Crowley
201 E. Main Street
Crowley, TX 76036
Email: lwatson@ci.crowley.tx.us

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to CITY; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease- policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of CITY and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the CITY. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. The CITY shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The CITY shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Lori Watson, City Manager
City of Crowley
201 E. Main Street
Crowley, TX 76036
Tel: (817) 297-2201 x9000

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required. CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
5. The policy phrase "Other Insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The CITY's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the

insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

If CITY agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that CITY is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE

PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF CITY'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF CITY'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST CITY, CITY SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of CITY shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to CITY of any land, materials, supplies, or services under this Contract, except on behalf of CITY as a CITY officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with CITY shall render the Contract voidable by the Director or the CITY Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein,

"Confidential Information" means all oral and written information concerning CITY, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by CITY's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY' s agent as follows, unless and until CONSULTANT is otherwise notified:

Lori Watson, City Manager
City of Crowley
201 E. Main Street
Crowley, TX 76036
Tel: (817) 297-2201 x9000

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

John R. Polster, P.E.
Innovative Transportation Solutions, Inc.
2701 Valley View Lane
Farmers Branch, Texas 75234
Tel: (972) 484-2525
jpolster@itsinc-tx.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the CROWLEY CITY Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal

laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to ensure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that CITY, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future CITY contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject CITY to being a party to any arbitration without CITY's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of CITY'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of CITY, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be TARRANT County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in CROWLEY, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in TARRANT County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship

with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

**CONSULTANT:
INNOVATIVE TRANSPORTATION
SOLUTIONS, INC.**

THE CITY OF CROWLEY, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENT "A"

SCOPE OF SERVICES

Innovative Transportation Services Inc., (ITS) will provide the following Transportation Consultation services for the CITY:

ITS will provide transportation consulting services as directed by the CITY Manager or their designee or CITY Engineer. As a part of this contract, ITS will actively pursue all transportation related issues as identified by the CITY with the understanding that the current focus will be on transportation programming and funding issues in the CITY. ITS will maintain dialogue with the CITY and appropriate CITY staff to ascertain the relative priority of each project to other projects and attend CITY of CROWLEY Council meeting, when appropriate, to provide updates on transportation activities. ITS will perform tasks, as assigned by the CITY Manager or their designee, related to advancing projects to address the transportation needs of the CITY of CROWLEY. Other services include, but are not limited to, the following:

TASK 1: **Act as a Liaison between CITY and other Local, State and Federal Transportation Bodies.**

When requested and appropriate, ITS will act as liaison between The CITY and other local, state and national transportation groups. As liaison, ITS will act as the transportation advocate for The CITY by working positively and efficiently with other transportation groups toward completion of projects critical to The CITY. ITS will interact, on behalf of The CITY, with the Federal Highway Administration, the Texas Transportation Commission and Texas Department of Transportation and the North Texas Tollway Authority (NTTA). In addition, ITS will act as liaison between The CITY and other groups such as the Regional Transportation Council of the North Central Texas Council of Governments, Project Specific Task Force Groups, Dallas Regional Mobility Coalition, the TARRANT County Transit Authority, The T, North Texas Commission, and the Partners in Mobility.

Implement Cost Reduction Strategies.

TASK 2: ITS has an unparalleled history of identifying cost reductions for clients. For the CITY, the following is a list of possible cost reduction strategies:

1. ***Leveraging funding*** - Transportation Infrastructure funding is almost always a partnership process. ITS will strive to maximize the CITY's transportation dollars by "leveraging" those funds with eligible funding sources. In many cases, ITS will be able to

leverage funds to capture "non-CITY" sources that will increase funding to the project by 300% to 500%.

2. ***Certification*** - Certification refers to the process a municipality follows to receive authorization by TxDOT to retain services on behalf of the State. Certification allows the CITY to be reimbursed by the federal government up to 90% of expenditures for authorized services. ITS has unique knowledge of the certification process and will assist the CITY in acquiring this certification, if directed.

TASK 3. ITS will provide other transportation consulting services as directed by the CITY.

As a part of this Enhancement Proposal, ITS will actively pursue all transportation related issues as identified by the CITY. ITS will continue to dialogue with CITY staff to ascertain the relative priority of each project to other projects and attend CITY meetings as directed to updates on all transportation activities.