



**Agenda
Crowley City Council
September 4, 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 - September 4, 2025 - 6:30 PM

I. Call to Order and Roll Call

II. Non-Action Items for Discussion

III. Department Updates

1. Water Tank and Transmission Line Project Engineering Status Update

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 meeting held on August 21, 2025

V. City Business

1. Mayor to announce the date, time and place of the public hearing on the proposed FY 2025-26 Economic Development Corporation Budget.
2. Mayor to announce the date, time and place of the public hearing on the proposed FY 2025-26 City of Crowley Annual Operating Budget.
3. Mayor to announce the date, time and place of the public hearing on the 2025 proposed tax rate.
4. Discuss and consider the purchase of shade structures over the playground and dog park of Crowley Crossing.
5. Approve a Chair and Vice-Chair of the Planning & Zoning Commission
6. Discuss and consider approval of a request by the Crowley Independent School District for a waiver from Section 98-6 “Application of regulations” of Chapter 98 “Subdivision” of the city code, which requires a property to be platted before a building permit will be issued
7. Discuss and consider approving the FY2024-25 EDC Budget Amendment #2.
8. Discuss and consider approving Resolution No. R09-2025-463, a resolution adopting an

amended Purchasing Policy.

VI. Adjournment

I, the undersigned authority, do hereby certify that this Work Session Agenda of the Crowley City Council to be held on September 4, 2025 at 6:30 PM is a true and correct copy posted on August 29, 2025 at 5:00pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.



Carol C. Cannady, 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: Matt Elgin	Meeting Date: September 4, 2025
Department: Asst City Managers	Agenda Item: III.1.
Subject: Water Tank and Transmission Line Project Engineering Status Update	

Background:

In August 2024, Crowley contracted with Teague, Nall & Perkins (TNP) to provide engineering, surveying, right of way acquisition and construction phase services for water storage and transmission improvements to the Crowley water system.

This presentation was scheduled to provide the Council with an update on the progress and challenges the design team has experienced over the past year. The presentation will highlight key component considerations, illustrate the revised pipeline alignment and discuss any revisions to the project delivery schedule.

Recommendation:

There is no action needed or requested on this item at this time.

Financial Information:

Attachments:

None



**City of Crowley, Texas
City Council Agenda Report**

Presenter:	Meeting Date: September 4, 2025
Department:	Agenda Item: IV.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on August 21, 2025	

Background:

Recommendation:

Financial Information:

Attachments:

1. 08212025 CC Work Session Minutes
2. 08212025 CC Reg Meeting Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD AUGUST 21, 2025. The City Council of the City of Crowley, Texas met in Work Session on Thursday, August 21, 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. Executive Assistant Asja Reyes called roll and noted a quorum was present.

Present were

Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, 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

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 Tina Pace

Non-Action Items for Discussion

1. Department update - Utilities, Water, Wastewater and Stormwater

Director of Utilities Randall Manus provided council with an update on the Water and Wastewater department. He presented a chart of the various types of service calls, discussed the wastewater issues, and provided an update on the Daniels and Davis stormwater project.

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on August 7, 2025.
2. Discuss and consider adoption of Resolution R08-2025-462 Re-adopting the City of Crowley written Investment Policy.
3. Wholesale Water and Wastewater Customer Advisory Committee Appointments

No discussion on the consent agenda items.

City Business

1. Discuss and consider amending the Purchasing Policy.

No discussion

2. Discuss and consider adoption of Ordinance 08-2025-569 amending the FY2024-25 City of Crowley Operating Budget and appropriating resources to be known as "FY2024-25 Budget Amendment No. 3"; establishing an effective date.

No discussion

3. Discuss and consider approving Ordinance 08-2025-470, approving a negotiated settlement between the ATMOS Cities Steering Committee and ATMOS Energy Corp ("ACSC"), Mid-Tex Division regarding the company's 2025 Rate Review Mechanism filing declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and the in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of their Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.

No discussion

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:48 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD AUGUST 21, 2025. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, August 21, 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. Executive Assistant Asja Reyes called roll and noted a quorum was present.

Present were

Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, 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

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 Tina Pace

Invocation and Pledge of Allegiance to the American and Texas Flags

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

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on August 7, 2025.
2. Discuss and consider adoption of Resolution R08-2025-462 Re-adopting the City of Crowley written Investment Policy.
3. Wholesale Water and Wastewater Customer Advisory Committee Appointments

Council Member Jim Hirth made the motion to Approve the consent agenda items 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 amending the Purchasing Policy.

After listening to the audio, it was determined that Council Member Scott Gilbreath accidentally made a motion to approve the Investment Policy instead of the Purchasing Policy. Staff will bring this item back to the next council meeting along with a resolution.

2. Discuss and consider adoption of Ordinance 08-2025-569 amending the FY2024-25 City of Crowley Operating Budget and appropriating resources to be known as "FY2024-25 Budget Amendment No. 3"; establishing an effective date.

Council Member Scott Gilbreath made the motion to Approve Ordinance No 08-2025-569 amending the FY2024-25 Operating Budget and appropriating resources to be known as Amendment #3; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

3. Discuss and consider approving Ordinance 08-2025-470, approving a negotiated settlement between the ATMOS Cities Steering Committee and ATMOS Energy Corp ("ACSC"), Mid-Tex Division regarding the company's 2025 Rate Review Mechanism filing declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and the in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of their Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.

Council Member Jim Hirth made the motion to Approve Ordinance No 08-2025-570 approving the negotiated settlement between the ATMOS Steering Committee and ATMOS Energy; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Advisory Boards and Commissions

1. Discuss and consider appointing Lauren Taylor to the Library Board, Place 4 for the remainder of the term ending June 30, 2026.

Council Member Matt Foster made the motion to nominate and appoint Lauren Taylor to the Library Board, Place 4 for th remainder of the term ending June 30, 2026; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Public Comment

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

Terri Horn, Crowley Chamber of Commerce, stepped forward to provide updates and invite the council to the quarterly luncheon scheduled for September 25, 2025.

Items of Community Interest

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

Executive Session

None

Reconvene and Take Action from Executive Session

Not applicable

Adjournment

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

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: September 4, 2025
Department: City Manager	Agenda Item: V.1.
Subject: Mayor to announce the date, time and place of the public hearing on the proposed FY 2025-26 Economic Development Corporation Budget.	

Background:

Pursuant to the Local Government Code, the governing body shall in an open meeting, announce the date, time and place of the public hearing on the proposed EDC fiscal year budget.

The public hearing for the FY 2025-26 Economic Development Corporation Budget will be held on Thursday, September 18, 2025 at 7:00 pm, City Council Chambers at 201 E. Main Street, Crowley, Texas.

Recommendation:

None

Financial Information:

None

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: September 4, 2025
Department: City Manager	Agenda Item: V.2.
Subject: Mayor to announce the date, time and place of the public hearing on the proposed FY 2025-26 City of Crowley Annual Operating Budget.	

Background:

Pursuant to the Local Government Code, the governing body shall in an open meeting, announce the date, time and place of the public hearing on the proposed fiscal year budget.

The public hearing for the FY 2025-26 Annual Operating Budget will be held on Thursday, September 18, 2025 at 7:00 pm, City Council Chambers at 201 E. Main Street, Crowley, Texas.

Recommendation:

None.

Financial Information:

None.

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: September 4, 2025
Department: City Manager	Agenda Item: V.3.
Subject: Mayor to announce the date, time and place of the public hearing on the 2025 proposed tax rate.	

Background:

Pursuant to the Local Government Code, the governing body shall in an open meeting, announce the date, time and place of the public hearing on the proposed tax rate.

The public hearing for the 2025 Proposed Tax Rate will be held on Thursday, September 18, 2025 at 7:00 pm, City Council Chambers at 201 E. Main Street, Crowley, Texas.

Recommendation:

None.

Financial Information:

None.

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Heather Gwin	Meeting Date: September 4, 2025
Department: Finance	Agenda Item: V.4.
Subject: Discuss and consider the purchase of shade structures over the playground and dog park of Crowley Crossing.	

Background:

Discussion and possible action regarding the purchase and installation of shade structures over the playground and dog park at Crowley Crossing. The addition of these canopies will provide much-needed shade and temperature control, improving comfort and safety for park users. The proposed purchase from USA Shade has a total cost of \$146,245 and may be funded through the 2016 CO Bond.

Recommendation:

Staff recommends approval of the purchase from USA Shade for \$146,245 from the 2016 CO Bond.

Financial Information:

This purchase to be funded by the 2016 CO Bond.

Attachments:

1. Crowley Crossing Shade Canopies Capital Request
2. Crowley Crossing Shade Canopies - back up 1

**CITY OF CROWLEY
CAPITAL REQUEST FORM
(ITEMS OVER \$5,000)
BUDGET YEAR 2025-26**

DEPARTMENT:	<i>Non-Departmental</i>
DESCRIPTION:	<i>Shade Canopies at Crowley Crossing</i>
PRIORITY:	<i>High</i>

Service Goals	Select (Yes/No)
Improved Productivity	Yes
Net Cost Reduction	No
Improved Customer Service	Yes
Increased Staffing to Support Increased Volume	No

SERVICE GOALS SUPPORT:
The addition of shade structures over the Crowley Crossing playground and dog park would be a significant investment in the well-being and enjoyment of this beloved community space, improving safety and enjoyment for children, parents, guests and pets. Shade canopies help keep playground equipment cooler, minimizing the risk of burns from hot surfaces, especially during the summer months. Shade canopies provide crucial protection from the sun's harmful ultraviolet (UV) rays, allowing children to play outdoors for longer periods without the immediate concern of overexposure to sunlight. They also create a more comfortable environment by lowering ambient temperatures, which can make play areas more inviting even on warm days. At the dog park, shade would help to significantly reduce the temperature of the turf, preventing it from becoming uncomfortably hot or even cause burns to the sensitive pads of dogs' paws. This cooler environment encourages longer play sessions and more exercise, contributing to the overall health and well-being of the dogs. Shaded areas create a more inviting and comfortable space, encouraging social interaction and community building for all. Beyond health and comfort, shade structures can extend the life of playground equipment by shielding it from weather-related wear and tear, such as fading and cracking caused by constant sun exposure.

FINANCIAL IMPACT ON CURRENT YEAR BUDGET:				
ACCOUNT NUMBER	DESCRIPTION	QUANTITY	UNIT COST	COST
	Shade Canopies over playground and dog park			146,245
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL COST				\$ 146,245.23

FINANCIAL IMPACT ON FUTURE BUDGETS:				
ACCOUNT NUMBER	DESCRIPTION	QUANTITY	UNIT COST	COST
				-
				-
				-
TOTAL COST				\$ -



Crowley City Hall & Dog Park – Buy Board #679-22

Shade Structure Proposal – 6.4.25

Pricing Valid for 15 Days

Project Information:				Sales Information:	
Purchaser:	City of Crowley	Contact:	Hepler, Julie	Sales Rep:	Staib, Halle
Project Name:	Crowley City Hall Playground & Dog Park	Phone:	8172972201	Phone:	(832) 405-0888
Quote No:	TX0525HS22013-R0	Email:	jhepler@ci.crowley.tx.us	Email:	Halle.Staib@usa-shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
Name:	City of Crowley	Name:	Crowley City Hall Playground & Dog Park	Name:	Crowley City Hall Playground & Dog Park
Address:	201 E Main Street	Address:	201 E Main Street	Address:	201 E Main Street
City:	Crowley	City:	Crowley	City:	Crowley
State:	TX	State:	TX	State:	TX
Zip Code:	76063	Zip Code:	76063	Zip Code:	76063
Contact:	Hepler, Julie	Contact:	Hepler, Julie	Contact:	Hepler, Julie
Email:	jhepler@ci.crowley.tx.us	Email:	jhepler@ci.crowley.tx.us	Email:	jhepler@ci.crowley.tx.us
Phone:	8172972201	Phone:	8172972201	Phone:	8172972201

CORPORATE ADDRESS:

*2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261*

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

*1085 N. Main Street, Suite C
Orange, CA 92867*

ARIZONA:

*2415 S. 18th Place
Phoenix, AZ 85024*

LAS VEGAS:

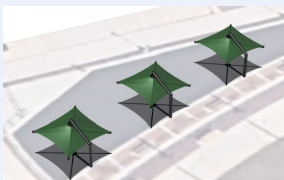
*3111 So. Valley View Blvd. Suite B-117
Las Vegas, NV 89102*

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www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS						
DESCRIPTION		DETAILS				
Custom Joined Sails		Model Number	Dimensions	Entry Height		
QTY	IMAGE	Joined Sails	Various	10' & 14'		
1		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	TBD	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
DESCRIPTION		DETAILS				
Solana		Model Number	Dimensions	Entry Height		
QTY	IMAGE	112.1	16' x 16'	8'		
3		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	TBD	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
PRICING TOTALS:			PAYMENT TERMS			
Unit Total		See Total Below	Payment terms subject to credit evaluation and approval			
Shipping/Handling *Subject to market fluctuation		Included	ENGINEERING REQUIREMENTS			
SUBTOTAL		See Total Below	Building Code	Wind Loads	Snow Loads	
Sales Tax		Exempt	IBC 2021	105	5	
Engineering		Included	ENGINEERING NOTES			
Installation		Included				
TOTAL PRICE		\$146,245.23				
SCOPE OF WORK/NOTES						
<u>MOBILIZATION</u> - All projects are single mobilization unless otherwise stated.						
<u>NOTATIONS</u> - Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement.						
<u>DIGGING CONDITIONS</u> -Drillable Footers/Piers estimate includes the cost of a drill rig due to the depth of the foundations required.						



NONDISCLOSED UTILITIES- We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event that an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation.

PERMITS- Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued.

Please see below for additional inclusions/exclusions.

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings & Calculations	Excluded	Prevailing Wage / Certified Payroll
Excluded	Permit Submittal	Excluded	Union Wages
Excluded	Permit Fee	Excluded	Fencing
Excluded	DSA Submittal & Fees	Excluded	Water and Electrical
Included	Design and Engineering of Structure	Excluded	Landscape Repair
Included	Design and Engineering of Foundation	Excluded	Demolition (Existing Structures)
Excluded	Reactions and Loads for attachment to Walls, Rooftops, or Other	Excluded	Payment and Performance Bonds
Excluded	Foundation Location and Elevation Survey	Excluded	Special Inspection Fees

Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.



- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which



is accepted by USA SHADE & Fabric Structures (the “Company”), the purchaser identified above (“you” or the “Purchaser”) agrees to purchase Shade Structures brand shade structures (“Structures”) and the services to be provided by the Company, as detailed in the “Structure Pricing” and “General Scope of Work” sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the “Owner”).

- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:

“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are



specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.

- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:
1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.
 2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
 3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
 4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
 5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don’t hesitate to contact us via phone, email, or our website’s contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** “Concealed conditions” include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional



Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)

- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.



- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.
- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:



- the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc

www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) Installation/Assembly on-site: Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) Site/Use Review by Purchaser: Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) Preparatory Work: Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.



- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

PURCHASER:

NOTE: All purchase orders and contracts should be drafted in the name of

Signature: _____

Shade Structures, Inc.





City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: September 4, 2025
Department: Community Development	Agenda Item: V.5.
Subject: Approve a Chair and Vice-Chair of the Planning & Zoning Commission	

Background:

The zoning code requires the Planning & Zoning Commission to select a chair and vice-chair each year. The Commission's selection is then forwarded to the City Council for approval. The Commission voted this year to continue with David Duman as Chair and Lane Beene as Vice-Chair.

Recommendation:

Staff recommend the City Council approve the Commission's selection of David Duman and Lane Beene.

Financial Information:

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: September 4, 2025
Department: Community Development	Agenda Item: V.6.
Subject: Discuss and consider approval of a request by the Crowley Independent School District for a waiver from Section 98-6 “Application of regulations” of Chapter 98 “Subdivision” of the city code, which requires a property to be platted before a building permit will be issued	

Background:

BACKGROUND & CURRENT STATUS OF PROPERTY

The Crowley Learning Center is located on the Crowley High School and 9th grade combined campus. This building houses the school district’s alternative education program. The building is being demolished as part of the new high school project, and a detention pond will be constructed in its place. Construction of a new facility was authorized under the 2023 bond package^[1], but until a new building is constructed, the district needs to find a temporary location for the Crowley Learning Center. For that reason, the district will be remodeling the previous administration building located at 512 Peach St. The building was constructed many years ago as an elementary school before the city had platting requirements.

Due to the scope of the remodel, the property would have to be platted before the city could issue a building permit. The subdivision regulations allow for some exemptions, but this project does not fall under the exemptions. As part of platting, the school district would have to install all required public infrastructure such as sidewalks and curb and gutter facilities. Because the school district is only planning to use the building for the Learning Center on a temporary basis, they are requesting the city waive the platting requirement.

^[1] Location to be determined – staff do not know if it will be in Fort Worth or Crowley.

Staff review

Staff support the waiver to allow the remodel to proceed without platting under certain conditions. At the Planning & Zoning Commission, staff recommended the waiver be granted on the condition that if any additional remodeling work is done*, if any additions are made to the building, if any new construction is requested, or if any other site work is requested (e.g., expanding or moving the parking areas), the city will require the property to be platted and all required public improvements constructed. The only exception to this would be an upcoming Specific Use permit request by the school district to allow a temporary building to be used as a cafeteria, if that request is approved (the SUP request is scheduled to be considered by the Commission next month). Staff also recommend that if the school district were to cancel plans to build a new learning center or postpone construction past a certain timeframe, the waiver would no longer apply, and the property would have to be platted.

*Note: repairs would be allowed without platting as long as they fall under the exemptions in the

subdivision regulations.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission considered this request on August 25. The Commission heard from a representative from the school district, as well as the CLC project engineer and architect. The Commission confirmed with staff that the if the waiver were granted, it would not include waiving building code requirements for the remodel but would waive only the requirement to plat. At the end of their discussion, the Commission voted to recommend approval with the staff-recommended conditions, with the waiver to expire in five years if the school district has not submitted a complete application for a building permit for the new CLC.

ACTION BY THE COUNCIL

Sample motions are provided below. You are not required to use any of these motions.

Approval: I make a motion to approve the request for a waiver from Ch. 98-6 for the school district property at 512 Peach St.

Approval with Conditions: I make a motion to approve the request for a waiver from Ch. 98-6 for the school district property at 512 Peach St with the following conditions [list conditions].

Deny: I make a motion to deny the request for a waiver from Ch. 98-6 for the school district property at 512 Peach St.

Recommendation:

Staff recommend approval of the waiver request with the following conditions.

1. Except for the remodel proposed at this time and previously discussed with city staff, additional building permits will not be granted prior to the property being platted except for permits that fall under the plat exemptions in Section 98-7 of the subdivision regulations.
2. No expansion of the existing site to allow additional parking or other non-structural site improvements shall be permitted without platting unless authorized under Section 98-7.
3. The city will allow a temporary building without platting if the temporary building is authorized by a Specific Use Permit.
4. If a complete building permit application for a new Crowley Learning Center is not submitted for review to the authority having jurisdiction (whether Crowley or Fort Worth) within a short-term timeframe after the date the waiver is granted (timeframe to be determined by the Commission and the City Council), the waiver shall expire, and the school district shall be required to plat the property unless a new waiver is granted.

Financial Information:

Attachments:

1. CISD waiver request
2. Map - 512 Peach St aerial view
3. Sec. 98_6.____Application_of_regulations
4. Sec. 98_7.____Exemptions.



CROWLEY
INDEPENDENT SCHOOL DISTRICT

1900 Crowley Pride Drive
Fort Worth, TX 76134
817-297-5800
www.crowleyisdtx.org

July 31, 2025

City of Crowley
Rachel Roberts, Planning and Development Director
201 E. Main Street
Crowley, Texas 76036

Re: Crowley ISD Crowley Learning Center - 512 Peach Street Final Plat Waiver

Ms. Roberts,

Over the past couple of months, Crowley ISD has been working closely with City staff regarding the relocation of the Crowley Learning Center (CLC), currently located east of the Crowley 9th Grade Campus at 1016 FM 1187. As part of the Crowley High School Replacement Project, the existing CLC facilities must be vacated by Summer 2026 to allow for continued construction of the High School campus, including the development of a detention pond (located where the CLC is currently).

At this time, a permanent location for the CLC has not been selected. A new facility is included in the 2023 Bond Program, and the move to the existing building at 512 Peach Street is intended as a temporary solution until the permanent facility is constructed.

Crowley ISD respectfully requests a platting waiver pursuant to Sections 98-6(b) and (c) of the City of Crowley Subdivision Ordinance. This waiver would allow the District to proceed with applying for a building permit to make necessary improvements to the existing building at 512 Peach Street for temporary use by the CLC. The future development plans for the 512 Peach Street site are currently undetermined. Crowley ISD commits to fully complying with all applicable subdivision regulations when the property is permanently developed.

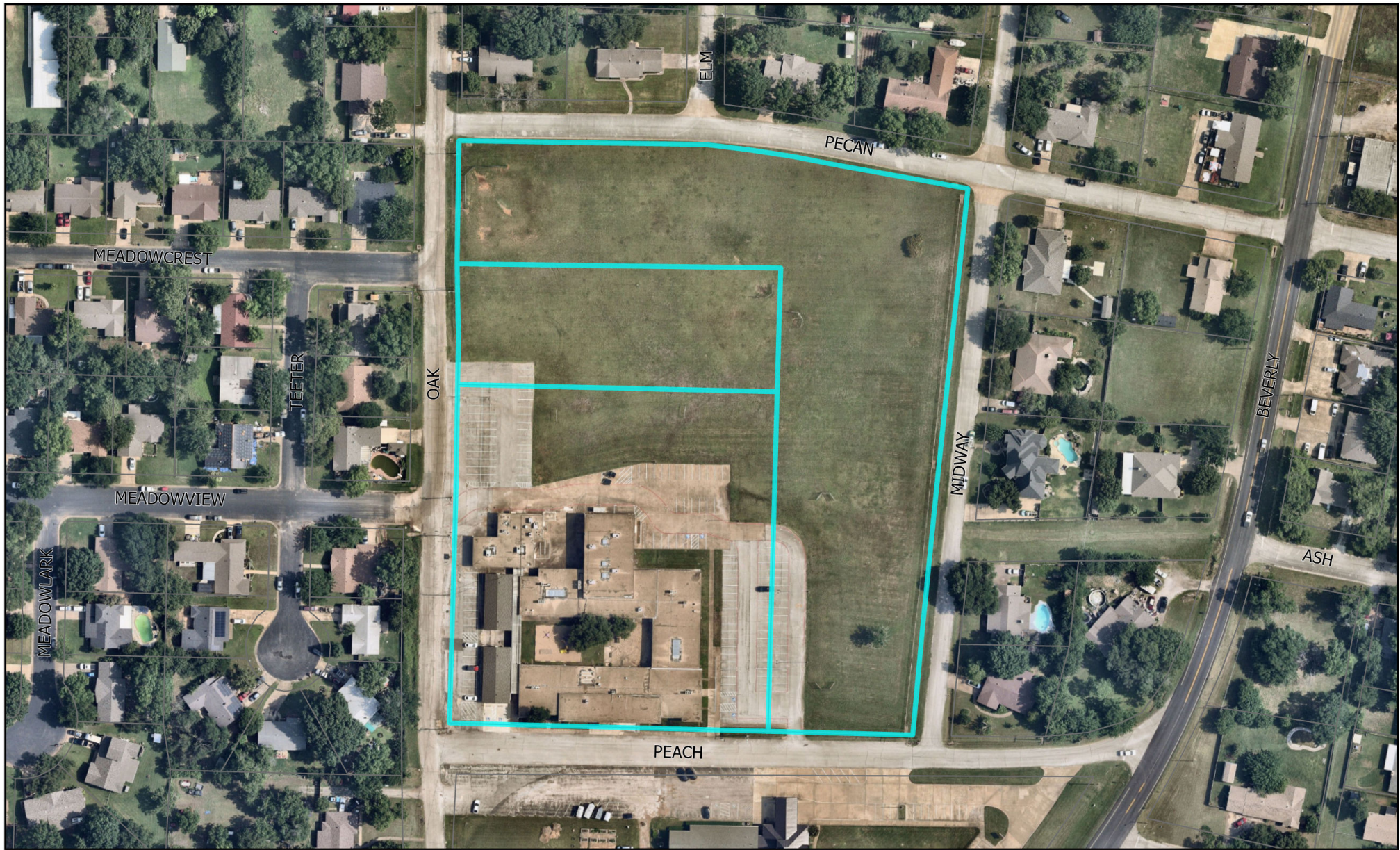
The District has made a commitment to the community to open the new Crowley High School campus by August 2027, which necessitates the relocation of the CLC by Summer 2026.

Thank you for your consideration of this request. Please feel free to contact me should you have any questions or require additional information regarding this waiver or any aspect of the proposed development.

Sincerely,

Dr. Michael McFarland,
Superintendent of Schools for Crowley ISD

Xc: Matt Elgin, Assist. City Manager
Leon Fisher, Chief Financial Officer
Randy Reaves, Chief Operations Officer
Philip C. Varughese, PE, CFM, Associate Principal/Team Leader



512 Peach St Aerial View

0 150 300 Feet



8/17/2025



DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information, should review or consult the primary data and information sources to ascertain the usability of the information.

Sec. 98-6. Application of regulations.

- (a) To carry out the purposes hereinabove stated, it is determined that:
- (1) Land must not be platted until proper provision has been made for adequate public facilities for roadways, drainage, water, wastewater, public utilities, capital improvements, parks, recreation facilities, and rights-of-way for streets;
 - (2) Proposed plats, or subdivisions which do not conform to the policies and regulations shall be disapproved, or, in lieu of disapproval, approved on conformance with conditions;
 - (3) There shall be an essential nexus between the requirement to dedicate rights-of-way and easements and/or to construct public improvements in connection with a new subdivision and the need to offset the impacts on city public facilities systems created by such new development;
 - (4) No lots within a subdivision may be sold until a plat has been considered and acted on by the planning and zoning commission, or approved by the city council, or approved by the appropriate administrative officers, whichever the case may be.
- (b) *Applicability.* The provisions contained in the following sections of these subdivision regulations shall apply to any of the following forms or types of land subdivision and development activity within the city limits:
- (1) In accordance with V.T.C.A., Local Government Code § 212.004, the owner of a tract of land, located within the limits or in the extraterritorial jurisdiction of a municipality, who divides the tract in two or more parts for the purpose of sale, or to lay out a subdivision or building lots or any lots, or streets, alleys, parks or other portions intended for public use or the use of purchasers or owners of lots, shall cause a final plat to be made in accordance with this chapter and with the Local Government Code.
 - (2) All subdivisions of land whether by metes and bounds division or by plat, which were outside the jurisdiction of the city subdivision regulations in Tarrant and Johnson Counties, Texas and which subsequently came within the jurisdiction of the city and its subdivision regulations through annexation.
 - (3) The division of land previously subdivided or platted into tracts, lots, sites or parcels subject to and not in accordance with adopted city subdivision regulations in effect at the time of such subdividing or platting and having occurred on or after January 7, 2022.
 - (4) For development of a single tract of land within the city limits or extraterritorial jurisdiction of the city.
 - (5) The combining of two or more contiguous tracts, lots, sites or parcels for the purpose of creating one or more legal lots except as otherwise provided herein.
 - (6) Every structure hereafter erected or altered shall be located on a lot of record as identified on a final plat for the property.
 - (7) When a building permit is required on property for the following reasons but not limited to:
 - a. New construction; or
 - b. Additions to the building or lot remodel, improve or add accessory structures, the value of which are less than 50 percent of the value of the existing structure; or

[note: this section has clerical errors; it should read

 - c. Moving of a primary structure onto vacant property.
 - (8) For tracts where any public improvements are proposed.
- (c) *Approval required.*

-
- (1) *Subdivision.* Before any plat within the city is recorded with the county clerk, it shall first be approved for conformity with the provisions of this chapter.
 - (2) *Permits.* Unless otherwise grandfathered or exempt by the terms of these subdivision regulations, no building permit, certificate of occupancy, plumbing permit, electrical permit, utility tap or certificate of acceptance for required public improvements shall be issued by the city for any parcel until:
 - a. A plat has been approved in accordance with these regulations;
 - b. All water, wastewater, streets, drainage, electrical, public utilities and park improvements, whether they are public or private, as required by these regulations, have been constructed and accepted by the city in accordance with this chapter, adopted plans, or other applicable regulations; and
 - c. Bonds or security for completion of improvements have been provided in accordance with this chapter.
- (d) *Violations.*
- (1) No transfer of land in the nature of a subdivision as defined herein shall be exempt from the provisions of this chapter unless otherwise specified, even though the instrument or document of transfer may describe land so subdivided by metes and bounds.
 - (2) The filing of any plan or plat with the county clerk without complying with the requirements of this chapter shall be deemed a violation of the provisions of this chapter and is hereby prohibited.
 - (3) The transfer of any land by the delivery of or by the filing of any instrument in the nature of a conveyance without having first complied with the requirements set forth herein shall be deemed a violation of the provisions of this chapter and is hereby prohibited.
- (e) *Coordination with other city plans.*
- (1) Minimum standards for development are contained herein and the Design Criteria Manual; chapter 106, zoning; and chapter 14, buildings and building regulations.
 - (2) Other city plans (comprehensive plan and parks and trails master plan) contain policies designed to achieve an optimum quality of development.
 - (3) Subdivision design should be of a quality to carry out the purpose and spirit of the policies expressed in city plans and the regulations specified in this chapter, and is encouraged to exceed the minimum standards required herein.

(Ord. No. 01-2022-449 , § 1(Exh. A), 1-6-2022)

Sec. 98-7. Exemptions.

The provisions of these subdivision regulations shall not apply to:

- (1) Land legally platted and approved prior to the effective date of these subdivision regulations except as otherwise provided for herein (construction of facilities shall conform to construction standards in effect at the time of construction); or
- (2) Existing cemeteries complying with all state and local laws and regulations (does not apply to new cemeteries or expansion of existing cemeteries); or
- (3) Any conveyance transferring any land or interest in land to or from the state or city; or
- (4) Divisions of land created by order of a court of competent jurisdiction; or
- (5) When a building permit is requested for unplatted or already platted parcels for the following activities:
 - a. Replacement or reconstruction of an existing primary single-family or duplex structure but not to exceed the square footage of the original structure.
 - b. Additions (increase in square footage of structure) to the primary structure but do not exceed more than 50 percent of the gross floor area of the original structure.
 - c. Accessory buildings and/or structures in compliance with current adopted building code.
 - d. Remodeling or repair that does not include electrical work (no expansion of square footage) and in compliance with the current adopted building code.
 - e. Moving a structure off a lot or parcel or for demolition permits.

(Ord. No. 01-2022-449 , § 1(Exh. A), 1-6-2022)



City of Crowley, Texas City Council Agenda Report

Presenter: Heather Gwin	Meeting Date: September 4, 2025
Department: City Secretary	Agenda Item: V.7.
Subject: Discuss and consider approving the FY2024-25 EDC Budget Amendment #2.	

Background:

EDC Budget Amendment #2 was presented to the Board of Directors for consideration prior to this meeting.

Recommendation:

If approved by the EDC Board of Directors, staff recommends Council's approval.

Financial Information:

\$400,000.00

Attachments:

1. EDC Budget 2024-25 amended 090425

Economic Development Corporation
FY 2024-25 Budget

Budget Amendment #2

Fund Balance	\$	160,739
Sales Tax		239,261
Loan		<u>(400,000)</u>
Difference	\$	-

Economic Development Corporation 2024-25 Budget

Revenues:

Sales Tax Revenue	\$ 1,712,532	
Interest Income	8,000	
Fund Balance	1,040,739	
Total Revenue		\$ 2,761,271

Expenses:

Salary Expense	237,756	
Fica	14,741	
Med	3,448	
TMRS	29,934	
Health insurance	21,513	
Stability Pay	1,925	
Office Supplies	1,000	
Electric	600	
Water	500	
Training	18,000	
Ground Lease (parking lot)	15,000	
Professional Fees	3,500	
Attorney Fees	10,000	
Other Outside Services	20,100	
Mobile Telephone Services	1,800	
Advertising & Promotional Exp	6,000	
Service Contracts	42,000	
Subscriptions & Publications	25,000	
Dues & Memberships	4,440	
Printing & Reproduction	3,000	
Plaza Events	90,595	
Plaza Maintenance (Dog Park)	7,200	
Other Materials & Supplies	3,400	
Total		561,452

Bond Payments

Revenue Bond 2016 Principal	150,000	
Revenue Bond 2016 Interest	57,450	
2018 CO Bond Principal	175,000	
2018 CO Bond Interest	122,125	
2020 CO Bond Principal	120,000	
2020 CO Bond Interest	91,900	
Paying Agent Fees	200	
Total		716,475

One Time Purchases:

Digital Kiosk	2,260	
Branding/Placemaking	13,500	
Additional Christmas Decorations	150,000	
Outdoor Games	12,572	
Ice Skating Rink for Christmas Event*	8,778	
Projection Mapping (Christmas Event)*	7,250	
Crossing Directional Signage	8,984	
Purchase of Property	880,000	
Loan	400,000	
Total		1,483,344

Total Expenses **\$ 2,761,271**

Revenues over (under) expenses	(0)
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Plaza Events

Adult Easter Egg Hunt	4,815	
Main Street (May 4th, Glow in Dark Golf, foam truck, etc)	12,500	
Movies on Main	1,500	
Music on Main	23,000	
Fall Festival	19,129	
Christmas Event	29,651	
Total		\$ 90,595

*If approved for Christmas Event in 2025, amount will need to double to pay for deposits.



City of Crowley, Texas City Council Agenda Report

Presenter: Heather Gwin	Meeting Date: September 4, 2025
Department: Finance	Agenda Item: V.8.
Subject: Discuss and consider approving Resolution No. R09-2025-463, a resolution adopting an amended Purchasing Policy.	

Background:

Currently, all purchases exceeding \$50,000 require a competitive sealed bid process and must be approved by City Council. This requirement is outlined in both the City's Purchasing Policy and Section 252.021 of the Texas Local Government Code. Senate Bill 1173, effective September 1, 2025, raises the statutory threshold for when municipalities must formally advertise and solicit competitive sealed bids from \$50,000 to \$100,000. This legislative update reflects inflationary trends and is intended to streamline procurement processes for local governments across Texas.

Recommendation:

Staff recommends approving the amended Purchasing Policy.

Financial Information:

None

Attachments:

1. R08-2025-463 Adopt amended Purchasing Policy
2. Crowley Purchasing Policy 2025

RESOLUTION NO. R09-2025-463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, ADOPTING AN AMENDED PURCHASING POLICY FOR THE CITY OF CROWLEY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is prudent to establish sound purchasing policies and procedures for the City; and

WHEREAS, the City adopted a Purchasing Policy by Resolution R08-2010-103 at a regular held meeting of the City Council on August 19, 2010; and

WHEREAS, the Purchasing Policy establishes the internal process to be utilized to ensure that proper procurement methods are followed and are in compliance with the City Charter, State and Federal laws, and in good practices for local government; and

WHEREAS, these procedures and processes promote efficiency, effectiveness, equity and fairness in public purchasing; and.

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Crowley.

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

SECTION 1. The City Council of the City of Crowley, Texas, hereby adopts the amended Purchasing Policy attached here to as re-adopts the Investment Policy attached hereto as Exhibit "A," incorporated herein for all purposes.

SECTION 2. Any and all conflicting resolutions adopted by the City, and any policy statements, policies, procedures, administrative approvals, or other acts which conflict with the policies adopted are hereby repealed, rescinded, revoked, nullified, and/or voided with respect to this purchasing policy.

SECTION 3. This resolution shall become effective from and after its date of passage.

PASSED AND APPROVED this the 4th day of September 2025.

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary



1.0 Governing Authority

- (a) The primary governing authority for the City of Crowley's Purchasing Policy shall be the City's Charter in conjunction with Local Government Code Chapter 252, "Purchasing and Contracting Authority of Municipalities." All procurement activity shall be governed by the Purchasing Policy, in accordance with applicable state and local government codes.
- (b) All powers of the City vest in the City Council. Authority for purchasing goods and services is delegated to the City Manager provided the purchase does not exceed \$100,000. The City Manager's authority may be delegated to a designee in writing, subject to the requirements of this policy and adopted purchasing procedures. In addition, authority for the following payments is delegated to the City Manager:
 - (1) Payments made pursuant to the City's compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
 - (2) Payments to the federal government or its agencies
 - (3) Transfer payments of employee deductions or garnishments
 - (4) Health insurance claims and fees
 - (5) Other insurance premiums
 - (6) Utility bills including wholesale water and wastewater treatment

- (7) Remittance to the state of Texas
 - (8) Procurement card remittance
 - (9) Scheduled bond or lease payments
- (c) To ensure proper oversight, all purchases and requisitions are monitored through established approval levels at all stages prior to vendor payments, ensuring compliance with purchasing procedures.

2.0 Purpose and Scope

The Purchasing Policy applies to the procurement activities of the City of Crowley. All procurement activities for the City shall be administered in accordance with the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

3.0 Award of Contract

The City of Crowley will award contracts based on the procurement method that staff determines to be in the best interest of the City. This determination will align with the processes and requirements outlined in Texas Local Government Code 252 or its successor statute.

Any resulting change orders or amendments to existing agreements will follow Texas Local Government Code 252.048 or its successor statute, ensuring compliance with state requirements for changes in scope, cost, or timeline.

4.0 Emergency Purchases

Definition and Purpose

Emergency purchases are authorized in situations where immediate procurement is necessary to protect public health, safety, or City assets. The City of Crowley adheres to Texas Local Government Code, Section 252.022(a), which permits the City to bypass standard competitive bidding in emergency circumstances. This process ensures the City can respond swiftly and effectively to unforeseen events that disrupt essential services. For the emergency procurement process, refer to the Purchasing Procedures.

5.0 Definition of a Valid Emergency Purchase

An emergency purchase is deemed valid if it meets one or more of the following criteria:

Public Calamity: An urgent need resulting from a disaster or event that requires the immediate allocation of funds to relieve a necessity for residents or protect City assets.

Health and Safety Threats: Situations requiring immediate action to protect the health or safety of the public.

Critical Asset Failure: Failures of critical City equipment or infrastructure that require swift intervention to prevent a lapse in essential services.

The City of Crowley emphasizes pre-planning to avoid “self-created emergencies” due to lack of foresight, which could unnecessarily escalate costs. In cases where unforeseen needs arise, these must be verified as emergencies by the City Manager.

6.0 Ratification by the City Council

All emergency purchases exceeding \$100,000 must be submitted for City Council ratification as soon as practicable under the Texas Open Meetings Act. The ratification process provides an opportunity to review the emergency actions taken and ensures compliance with municipal policies and transparency standards.

City Council will receive a report detailing the nature of the emergency, the items procured, costs incurred, and justification for any expedited purchasing actions taken without competitive bidding.

7.0 Legal Review

City staff shall work with the City Attorney to review and approve documents, contracts and legal instruments in which the City may have an interest. Contracts bearing any special terms and conditions not previously approved by the City Attorney should be submitted for review and approval. Review and approval by an attorney hired by the City shall constitute the review and approval by the City Attorney under this Section.

8.0 Signature Authority

- (a) Only the City Manager has signature authority to execute contracts of any nature. Such signature authority is detailed and delegated below:
 - (1) The City Manager has authority to execute contracts under \$100,000.
 - (2) The City Manager has authority to execute contracts equal to or in excess of \$100,000 if approved by City Council in the annual budget or as a city council agenda item. Including but not limited to:
 - a. Payments made pursuant to the City's compensation and benefit plans including: Payroll, TMRS, Contributions, Payments to Deferred Compensation Plans, and Accrued Employee Benefits
 - b. Payments to the federal government or its agencies
 - c. Transfer payments of employee deductions or garnishments
 - d. Health insurance claims and fees
 - e. Other insurance premiums
 - f. Utility bills including wholesale water and wastewater treatment
 - g. Remittance to the state of Texas
 - h. Procurement card remittance
 - i. Scheduled bond or lease payments
 - (3) The Assistant City Manager authority to execute contracts under \$50,000;
 - (4) The Finance Director has authority to execute contracts under \$10,000;

- (5) The City Manager may designate in writing a city employee to sign contracts in their absence. All contracts executed under this section must be compliant with the city's purchasing policy and compliant with all retention schedules as designated by the Texas State Library and Archives Commission.

7.0 Recommendation to City Council

The Finance Department and the user department make final recommendations to City Council for awarding of contracts, in accordance with approved thresholds, for all solicitations in the stated areas of responsibility.

If the Finance Department and the user department decide not to proceed with a competitive solicitation, all submitted bids or proposals must be formally rejected by the City Council before the solicitation can be reissued.

8.0 Purchasing Procedures

The Purchasing Procedures contain expanded explanation and processes for accomplishing the procurement of goods and services in accordance with this policy. The City Manager or designee maintains responsibility for updating the Purchasing Procedures in accordance with the applicable state and local laws and City of Crowley Purchasing Policy.