



**Agenda
Crowley City Council
October 2, 2025
Regular Session - 7:00 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).

Regular Session - October 2, 2025 - 7:00 PM

I. Call to Order and Roll Call

II. Invocation and Pledge of Allegiance to the American and Texas Flags

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

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

III. Presentations/Proclamations

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 September 18, 2025.

V. City Business

1. Discuss and take action on a Developer's Agreement and Detention Pond O&M Agreement between the City of Crowley and Crowley WF, LLC for the development of Tractor Supply Crowley.
2. Discuss and consider approval of a service contract with TNP for the design of the Main Street Trail Extension project.
3. Discuss and consider approval of Resolution R10-2025-465 authorizing the mayor to accept the conveyance of a Permanent Drainage Easement at 1925 Palomino Blvd and authorize the necessary drainage improvements.
4. Discuss and consider approving Resolution No. R10-2025-466, authorizing the execution of a Master Interlocal Cooperative Purchasing Agreement by and between the City of Grand Prairie, Texas, and the City of Crowley, Texas.

VI. Public Comment

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

VII. Items of Community Interest

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

VIII. Executive Session

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following: 1) Section 551.071 - Consultation with Attorney, 2) Section 551.072 - Deliberations about Real Property, 3) Section 551.074 - Personnel Matters, and 4) Section 551.087 - Business Prospect/Economic Development.

IX. Reconvene and Take Action from Executive Session

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

X. Adjournment

I, the undersigned authority, do hereby certify that this Agenda of the Crowley City Council Regular meeting to be held on October 2, 2025 at 7:00 PM is a true and correct copy posted on September 26, 2025 at 4:00 pm 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: Carol Cannady	Meeting Date: October 2, 2025
Department: City Secretary	Agenda Item: IV.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on September 18, 2025.	

Background:

Recommendation:

Approval of minutes.

Financial Information:

None

Attachments:

1. 09182025 CC WS Minutes
2. 09182025 CC Reg Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD SEPTEMBER 18, 2025. The City Council of the City of Crowley, Texas met in Work Session on Thursday, September 18, 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 6:31 p.m. City Secretary Asja Reyes called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Matt Foster, 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, Asja Reyes

Fire Representative, Keira Stephens

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

Director of Utilities, Randal Manus

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Media Relations Coordinator, Jay Hinton

Downtown Events Coordinator, Julie Hepler

Absent: Public Works Director, Mike Rocamontes

Non-Action Items for Discussion

1. Department Presentation -- Community Development

Director of Planning and Community Development Rachel Roberts provided council with an update on the Planning and Community Development Department. She presented figures regarding permits over the past few years, and provided an update on major construction projects and major planning projects.

2. Direction on Funding for the City of Crowley's 75th Anniversary Celebration.

Julie Hepler, Main Street Coordinator, discussed the City's plan to commemorate the City of Crowley's 75th anniversary. The community-wide birthday celebration, to be held at the Crowley Crossing in the spring of 2026, was proposed earlier this year during budget session meetings and approved for the 2025-2026 Fiscal Year. When the event was approved, a funding source was not identified. Julie asked the council to assist with direction on a preferred funding source for the event with an amount NTE \$175,000. Julie explained that the event costs could be offset by ticket sales, sponsorships, merchandise and games. The two funding sources identified by City Administration are the Gas Well Fund and the General Fund Reserves. Upon presenting these

funding sources to council they decided the Gas Well Fund would be best suited to cover the costs of the City of Crowley's 75th Anniversary Celebration.

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on September 4, 2025.

No discussion

Public Hearings

1. (a) Hold a Public Hearing on the proposed Crowley Economic Development 4B FY2025-26 Operating Budget and discuss and (b) consider adopting the Crowley Economic Development 4B FY2025-26 Operating Budget.

No discussion

2. Hold a Public Hearing to receive input on the Operating Budget beginning October 1, 2025 and ending September 30, 2026.

No discussion

3. Hold a Public Hearing to receive input on the proposed 2025 ad valorem property tax rate.

No discussion

City Business

1. Discuss and consider approving Ordinance 09-2025-573, an Ordinance authorizing the City's Combination Tax and Revenue Certificates of Obligation, Series 2025, in the maximum amount of \$8,000,000 for the purposes set forth in the City's Notice of Intention, payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the city, and a pledge of certain revenues of the city's combined utility system; and other matters in connection therewith.

No discussion

2. Discuss and consider adoption of Ordinance 09-2025-571, an ordinance of the City of Crowley, Texas approving and adopting the budget for fiscal year 2025-26, beginning October 1, 2025 and ending September 30, 2026, providing a severability clause; and declaring an effective date.

No discussion

3. Consider and act upon ratification of the property tax revenue increase reflected in the Proposed FY 2025-26 City of Crowley Operating Budget.

No discussion

4. Discuss and consider adoption of Ordinance 09-2025-572, an ordinance of the City of Crowley,

Texas affixing and levying Municipal Ad Valorem Taxes for the fiscal year 2025-26, beginning October 1, 2025 and ending September 30, 2026, and for each year thereafter until otherwise provided on all taxable property within the corporate limits of the City of Crowley as of January 1, 2026 to provide revenues for the payment of current expenses and all outstanding debts of the city; directing the assessment thereof; providing for due dates and delinquent dates for payment of Texas together with penalties and interest thereon; providing for approval of the tax rolls presented to the City Council; repealing conflicting ordinances providing a severability clause and declaring an effective date.

No discussion

5. Discuss and consider approving revisions to the Pay Classification Plan.

No discussion

6. Discuss and consider adoption of Resolution R09-2025-464 of the City of Crowley amending the Staffing Plan.

No discussion

7. Discuss and consider approval of a request by Ocean Star Group for a variance from city code Section 102-124, "Schedule for signs in the Crowley Downtown District," to allow more than one wall sign per street frontage

No discussion

8. Discuss and consider approval of Ordinance 09-2025-574, an ordinance amending Appendix A: Schedule of Rates, Fees and Charges of the Crowley City Code, to update certain building permit fees and to add new fees for sign posting and zoning re-notice and for master sign plan applications

No discussion

9. Discuss and consider approving the EDC's branding package recommendation for Crowley Crossing's logo and color scheme.

No discussion

10. Discuss and consider approving Ordinance 09-2025-575, an ordinance of the City of Crowley amending Chapter 86 Utilities, Article IV Rates and Charges and Billing Procedures, Division 5 Billing Procedures, Section 86-728 Resumption of Service: Reconnection Fees, to update operational hours.

No discussion

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 06:49 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD SEPTEMBER 18, 2025. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, September 18, 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 Asja Reyes called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Matt Foster, 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, Asja Reyes
Fire Representative, Keira Stephens
Police Chief, Kit Long
Planning and Comm Dev Director, Rachel Roberts
Director of Utilities, Randal Manus
EDC Director, Molly Martin
Asst Finance Director, Heather Gwin
HR Administrator, Lacy Duncan
Media Relations Coordinator, Jay Hinton
Downtown Events Coordinator, Julie Hepler

Absent:

Public Works Director, Mike Rocamontes

Invocation and Pledge of Allegiance to the American and Texas Flags

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

Presentations/Proclamations

1. Proclamation - National Night Out

Proclamation regarding National Night Out was read by Council Member Jesse Johnson. The proclamation states National Night out is an Annual National Community-Building Campaign that will be held this year on October 7th, 2025. This campaign promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work.

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on September 4, 2025.

Council Member Jim Hirth made the motion to Approve the minutes as presented; second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion Carried 7-0.

Public Hearings

1. (a) Hold a Public Hearing on the proposed Crowley Economic Development 4B FY2025-26 Operating Budget and discuss and (b) consider adopting the Crowley Economic Development 4B FY2025-26 Operating Budget.

Mayor Billy Davis opened up the floor to the public at 7:05 pm for a public hearing to discuss the adoption of the proposed Crowley Economic Development 4B FY2025-26 Operating Budget - no discussion. Public Hearing closed at 7:06 pm.

Council Member Jesse Johnson made the motion to Approve the proposed Crowley Economic Development 4B RY2025-26 Operating Budget; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. Hold a Public Hearing to receive input on the Operating Budget beginning October 1, 2025 and ending September 30, 2026.

Mayor Billy Davis opened up the floor to the public at 7:06 pm for a public hearing to receive input on the Operating Budget beginning October 1, 2025 and ending September 30, 2026 - no discussion. Public Hearing closed at 7:07 pm.

3. Hold a Public Hearing to receive input on the proposed 2025 ad valorem property tax rate.

Mayor Billy Davis opened up the floor to the public at 7:07 pm for a public hearing to receive input on the proposed 2025 Ad Valorem Property Tax Rate - no discussion. Public Hearing closed at 7:07 pm.

City Business

1. Discuss and consider approving Ordinance 09-2025-573, an Ordinance authorizing the City's Combination Tax and Revenue Certificates of Obligation, Series 2025, in the maximum amount of \$8,000,000 for the purposes set forth in the City's Notice of Intention, payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the city, and a pledge of certain revenues of the city's combined utility system; and other matters in connection therewith.

Jack McLiney with Samco Capital reported that his company went out to market on \$8,000,000 of certificates of obligation for the City of Crowley. They received (7) bids from across the country - the leading bid being from Hilltop Securities with a true interest cost of 3.73%.

In doing the modeling leading up to this point, Samco used a 4.75% interest rate, resulting in a savings of \$669,737. During the time they were working on this project, Samco met with City Staff and S & P, and S & P affirmed the city's bond rating of AA, which is very good and a product of the direction that this council has been moving the city, as well as past councils, and the work that City Staff has been putting in behind the scenes. Samco's recommendation would be to accept Hilltop Securities' bid

Council Member Tina Pace made the motion to Approve Ordinance 09-2025-573, second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. Discuss and consider adoption of Ordinance 09-2025-571, an ordinance of the City of Crowley, Texas approving and adopting the budget for fiscal year 2025-26, beginning October 1, 2025 and ending September 30, 2026, providing a severability clause; and declaring an effective date.

Council Member Jesse Johnson made the motion to Approve the Adoption of Ordinance 09-2025-571; second by Council Member Scott Gilbreath, council conducted a record vote and unanimously approved the motion as presented. Motion carried 7-0.

3. Consider and act upon ratification of the property tax revenue increase reflected in the Proposed FY 2025-26 City of Crowley Operating Budget.

Council Member Tina Pace made the motion to act upon the ratification of the property tax revenue increase reflected in the Proposed FY2025-26 City of Crowley Operating Budget; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

4. Discuss and consider adoption of Ordinance 09-2025-572, an ordinance of the City of Crowley, Texas affixing and levying Municipal Ad Valorem Taxes for the fiscal year 2025-26, beginning October 1, 2025 and ending September 30, 2026, and for each year thereafter until otherwise provided on all taxable property within the corporate limits of the City of Crowley as of January 1, 2026 to provide revenues for the payment of current expenses and all outstanding debts of the city; directing the assessment thereof; providing for due dates and delinquent dates for payment of Texas together with penalties and interest thereon; providing for approval of the tax rolls presented to the City Council; repealing conflicting ordinances providing a severability clause and declaring an effective date.

Council Member Jim Hirth made the motion to Approve Ordinance 09-25-572; second by Council Member Scott Gilbreath, council conducted a roll call vote and unanimously approved the motion as presented. Motion carried 7-0.

5. Discuss and consider approving revisions to the Pay Classification Plan.

Council Member Jesse Johnson made the motion to Approve the revisions to the Pay Classification Plan, second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

6. Discuss and consider adoption of Resolution R09-2025-464 of the City of Crowley amending the Staffing Plan.

Council Member Jim Hirth made the motion to Approve the adoption of Resolution R09-2025-464; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

7. Discuss and consider approval of a request by Ocean Star Group for a variance from city code Section 102-124, "Schedule for signs in the Crowley Downtown District," to allow more than one

wall sign per street frontage

Council Member Jesse Johnson made the motion to Approve the request by Ocean Star Group for a variance from city code Section 102-124 to allow more than one wall sign per street frontage; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

Louis with Ocean Star Group (400 E Main St, Crowley, TX 76036) - Thanked council for the opportunity to speak. He said he was trying to put up a small sign up to help customers identify the restaurant clearly. He mentioned the sign would be for functionality purposes, and not used for additional advertising. The restaurant is located away from the road and it's possible that potential customers may not see the restaurant from the road. With additional signage, they would be able to attract more customers and potentially create more jobs which would be great for the City of Crowley and the community.

8. Discuss and consider approval of Ordinance 09-2025-574, an ordinance amending Appendix A: Schedule of Rates, Fees and Charges of the Crowley City Code, to update certain building permit fees and to add new fees for sign posting and zoning re-notice and for master sign plan applications

Council Member Jerry Beck made the motion to Approve Ordinance 09-2025-574; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

9. Discuss and consider approving the EDC's branding package recommendation for Crowley Crossing's logo and color scheme.

Julie Hepler, Main Street Coordinator, approached council and stated that City Staff and stakeholder group has been working on a branding package for the Crowley Crossing to include a logo and color palette. There was a lot of discussion about that item during a previous council meeting, and based off of the feedback, she presented the color palette chosen with variations to the logo. Julie presented these options to the EDC Board, earlier in the evening, which resulted in a split discussion between Option 1 and Option 3 - nobody favored Option 2.

Council Member Jesse Johnson made the motion to Approve Crowley Crossing Logo Option 3; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

10. Discuss and consider approving Ordinance 09-2025-575, and ordinance of the City of Crowley amending Chapter 86 Utilities, Article IV Rates and Charges and Billing Procedures, Division 5 Billing Procedures, Section 86-728 Resumption of Service: Reconnection Fees, to update operational hours.

Council Member Tina Pace made the motion to Approve Ordinance 09-2025-575; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

Public Comment

No discussion

Items of Community Interest

Julie Hepler (Main Street Coordinator) shared upcoming events to be held at the Crowley Crossing this fall. On Tuesday, October 7th, is National Night Out which will be held downtown at the Crowley Crossing. The Market on Main will continue to have their markets on Sundays (10/5, no market on 10/12, 10/19, and 10/26). Their night market this month has been moved from the first Friday night to the second Friday night in October (10/10) with a theme of "Market Mash." The Fall Festival will be held at the Crowley Crossing on Saturday October 18th from 4 pm to 8 pm. Julie also wanted to inform council that the concrete games have been delivered in the Crowley Crossing, and they weigh over 600 lbs. a piece - no need to worry about them walking off.

Terry Horn, with the Chamber of Commerce, wanted to remind everyone they are having their annual golf tournament on Friday, October 10th - they have a few sponsorship opportunities left, golf teams are filling up very quickly. The golf tournament will be held at Hidden Creek Golf Course, and there will be a shotgun start. Today was the chamber luncheon and Joe Horn was the speaker, and did very well. The chamber is looking forward to the grand opening of Ocean Buffet and the ribbon cutting.

Lori Watson, City Manager, wanted to remind the council that October 25th, from 11 am to 2 pm, the City will be holding an employee appreciation event called Fall-O-Ween at the Crowley Crossing.

Council Member Jim Hirth wanted to recognize a gentleman that passed about a month ago, Lonnie Johnson, now that we are a Purple Heart City. Lonnie was a Vietnam Veteran and a Purple Heart recipient. Jim Hirth expressed that he wished Lonnie could have been here to see we are now a Purple Heart City.

Matt Elgin, Assistant City Manager, mentioned that it has been difficult to find a Chief Building Official for the past couple of years, and was very pleased to announce the City extended a job offer to Nathan Gonzales - he started his new position on Monday, September 15th. In 2026, Nathan will have 20 years of municipal service under his belt. He started in Hurst with the Police Dept. and worked for them for about 13 years as a Public Service Officer and dabbled in Code Inspection. He then went to Denton, Aledo, and served most recently in Kennedale as a Plans Examiner, City Planner, and Director of Community Development. Matt stated the City is excited with Nathan's experience level and what he brings to the table. As a result, the City will be able to expand their services as Nathan will be assisting with some plan review services the City had been doing through a third party. This will allow the city to reappropriate some revenue.

Nathan Gonzales, new City Building Official, introduced himself to council and expressed that he's excited to be here and serve Crowley Citizens. Nathan stated that he's very passionate about building safety, currently serves on two boards, and works on advancing this field. He's currently making connections with the school district in order to create exposure to this field, and educate young minds, about building safety and code compliance as it is difficult to fill the roles of building officials and building inspectors.

Executive Session

None

Reconvene and Take Action from Executive Session

Not Applicable

Adjournment

As there was no further business to discuss, Mayor Billy Davis adjourned the meeting at 7:35 p. m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Bill Bateman	Meeting Date: October 2, 2025
Department: Public Works	Agenda Item: V.1.
Subject: Discuss and take action on a Developer's Agreement and Detention Pond O&M Agreement between the City of Crowley and Crowley WF, LLC for the development of Tractor Supply Crowley.	

Background:

Crowley WF, LLC wishes to build a Tractor Supply store in the City of Crowley at 924 FM 1187

Recommendation:

Staff recommends approval

Financial Information:

None

Attachments:

1. Developers Agreement- TSC Crowley, TX
2. Detention Pond O&M- TSC Crowley, TX

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 Addition until all public improvements have been installed and inspected and a letter of acceptance 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 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 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 DEVELOPER/OWNER shall assume maintenance responsibilities of the public drainage facilities within the dedicated easements once the two-year maintenance bond is released. (See EXHIBIT D)

4. STREETS

a. Developer agrees to construct the street/fire lane Facilities on-site in the Addition in accordance with the approved Plans referenced on Exhibit "B" **which are made as part of this Agreement. The streets/parking lot/fire lane in this Addition are Private, and will be maintained by the Developer or Owner.**

b. The Developer will be responsible for:

1) Installation and operational cost of lights in the Addition.

2) 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 **Developer or Owner** shall be responsible for timely replacement.

c. All street/fire lane 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/fire lane or within the street right-of-way will be completed prior to the commencement of street/fire lane construction on the specific section of street/fire lane in which the utility improvements have been placed or for which they are planned.

e. It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City Engineer as soon as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

2. The CITY does note to the DEVELOPER that an 12" water line exists in the right of way of FM 1187.

3. The CITY does note to the DEVELOPER that an 8" sanitary sewer line exists in the right of way of 1187.

F. FEES

1. IMPACT FEES

It is understood and agreed that impact fees will be assessed by the CITY at the time of final platting of the Addition, including the applicable sanitary sewer and water impact

fees assessed by both the CITY and the City of Fort Worth (the CITY's wholesale service provider). These fees must be paid prior to obtaining building permits for lots in the Addition.

2. PUBLIC UTILITIES

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

G. DETERMINATION OF ROUGH PROPORTIONALITY

DEVELOPER. hereby agrees that the specific exactions required by the CITY and agreed to by the DEVELOPER in this Agreement (collectively the "Exactions"), and any land or property it donates to the CITY as part of the development of any public improvements, are roughly proportional to the need for such exaction or land, and DEVELOPER hereby waives any claim therefor that it may have. DEVELOPER further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the public improvements. DEVELOPER specifically waives and releases all claims which DEVELOPER may have against the CITY: (1) related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code. as well as other requirements of a nexus between development conditions and the projected impact of the public improvements; (2) related to the specific exactions required by the CITY and agreed to by DEVELOPER in this Agreement; and (3) that any exactions required by this Agreement constitute a "taking" (i.e., an inverse condemnation) under the Texas or United States Constitutions.

H. GENERAL CONDITIONS

1. CONSTRUCTION TIME

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

2. LAW COMPLIANCE

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

3. EROSION CONTROL

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

4. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER/Owner agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items. The Developer/Owner shall be responsible 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/Owner, 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/Owner, and their respective successors and assigns, shall defend and protect the CITY against all such claims and demands. The DEVELOPER shall replace any plants, trees, or grass planted by the Developer that die prior to the completion of the public improvements being constructed by the Developer with the same or similar type of plant, tree, or grass that is the same or similar size and with respect to plants and grass that die, in the same stage of growth.

6. VENUE

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

7. ASSIGNMENT

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

I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

The CITY will not issue a letter of acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City engineer or his agent. However, upon substantial completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the public improvements in the Addition. 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.

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

J. NON-WAIVER

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

K. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, ITS SUCCESSORS, ASSIGNS,

VENDORS, GRANTEEES, 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, 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 CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

L. AMENDMENTS

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

M. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further certificates of occupancy or building permits in the Addition, and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Tarrant County as a mechanic's lien against the property in the 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. 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 DEVELOPER'S/OWNER'S maintenance obligations with respect to the improvements described in this Agreement shall continue regardless of any termination or release of this Agreement.

R. OTHER CONDITIONS

1. SIDEWALKS. Sidewalks and barrier free ramps shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements prior to final acceptance. It shall be the DEVELOPER'S responsibility to obtain all permits and inspections for sidewalks and barrier free ramps that fall within the TXDOT ROW and construct them according to TXDOT standards and requirements.

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.

3. DRAINAGE EASEMENT and DETENTION POND : The Drainage easement and detention pond shall be maintained by the DEVELOPER/OWNER per this Agreement and the maintenance contract marked as **Exhibit "D"** 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.

CROWLEY WF, LLC
HOUSTON CLARK-MANAGER
Address: 2611 HARRISON ST., SUITE 900
WICHITA FALLS, TX. 76308

BY: Bol
NAME: Houston B Clark
ITS: PRESIDENT + MANAGER

ACKNOWLEDGMENT

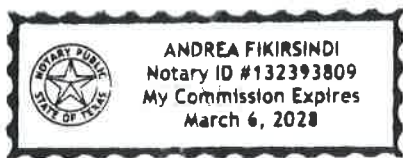
THE STATE OF TEXAS

§
§
§

COUNTY OF Wichita

BEFORE ME, the undersigned authority in and for Wichita County, Texas, on this day personally appeared Houston B Clark known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she is the President & Manager of Crowley WF, LLC, 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 15th day of September, 20 25



amit
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

Being 5.752 ACRES situated in Waggoner Survey, Abstract N.O. 1618

City of Crowley, Tarrant County Texas

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 TRACTOR SUPPLY ADDITION dated May 11, 2023 by Juan J Vasquez, of Vasquez Engineering, LLC, as approved by the City Engineer dated February 25, 2024.

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”

**DETENTION POND & CHANNEL OPERATION
AND MAINTENANCE MANUAL**

FOR

PROJECT NAME : TRACTOR SUPPLY CROWLEY

PROJECT ADDRESS : 924 FM 1187

LOT 1, BLOCK A

TRACTOR SUPPLY ADDITION

DETENTION POND OPERATION AND MAINTENANCE MANUAL

FOR

**PROJECT NAME: TRACTOR SUPPLY CROWLEY
924 FM 1187, LOT 1 BLOCK A
CROWLEY, TEXAS**

September 18, 2025

NOTE: Any detention pond modifications affecting the storage capacity or outlet structure of a detention pond will require a new manual and calculations reflecting the altered configuration to be approved by the City of Crowley prior to release for Site Permit. An updated plan view is required for pond modifications affecting only side slopes prior to release of Site Permit. The updated plan view reflecting the modifications must be included in the owner's Operations and Maintenance Manual.

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1. SCOPE AND RESPONSIBILITIES

This O & M manual outlines the purpose of the detention ponds and operating parameters. In order to allow for continued operation, the ponds' areas and related facilities shall be maintained in proper condition.

The on-site management company responsible for the day-to-day operation of the facility shall review and follow the recommendations outlined in this manual. The Owner shall promptly notify the City of Crowley of any change of the on-site management company or their information.

In addition, the management personnel of Attachment Number 1 shall direct and/or supervise the implementation of the requirements of this manual and periodically reviews the maintenance schedule with staff and confirm that the maintenance log is being maintained.

2. CITY RESPONSIBILITY

The only responsibility the City of Crowley has in the operation and maintenance of this facility is inspection. The City of Crowley has the right, but not the obligation for inspection. The City may inspect the facility annually or upon receipt of a complaint. Violations will be issued as a part of the City's Code Enforcement program.

3. PROJECT INFORMATION

Project Name: TRACTOR SUPPLY CROWLEY

Project Location: 924 FM 1187, LOT 1 BLOCK A

5.752 Acres of land situated in the Waggoner Survey, Abstract No. 1618 City of Crowley, Tarrant County, Texas

A. DETENTION BASIN PHYSICAL CHARACTERISTICS / STRUCTURES

See attached plans

Aerator information (if applicable) N/A

**SEE APPENDIX 'B' OF DEVELOPER'S AGREEMENT FOR DETAILED
CONSTRUCTION DRAWINGS.**

B. DESIGN AND PERFORMANCE CRITERIA

The pond is designed as surface detention pond comprised of a graded pond with inlet and outlet pipes and is not intended to hold water except during a rain event. During a rain event, water will enter the surface detention pond at a rate greater than it will flow out of the surface detention pond. This results in an increase in the water surface elevation that could rise to the elevation indicated in the drainage calculations and should discharge completely in approximately 3-hours after water begins to enter the surface detention pond.

4. OPERATIONAL PROCEDURES

A. NORMAL

Under normal operations, the inflow and outflow of storm water will occur without any need for electrical power or outside assistance. The water level should subside within 3 to 5 hours and eventually empty and does not contain any water.

B. ABNORMAL INDICATORS

Observation of certain conditions will indicate the detention pond is not operating as designed.

- In the event the outlet system becomes unable to allow the designed discharge flow rate, then the water surface elevation will rise beyond the designed elevation. Water could eventually rise to the elevation of the emergency spillway and discharge into the adjacent roadways.
- Also, if water remains in the surface detention pond in excess of 24 hours, then it is possible there is some blockage in the system.
- Any water ponding within the site could also indicate some type of obstruction.

5. PREVENTIVE MAINTENANCE / INSPECTION

Inspections and maintenance are essential for assuring that the detention pond system continues to operate as designed. In general, a maintenance program will contain the following components:

- Regular inspections

- Regular mowing when seasonally appropriate
- Debris and litter control
- Sediment / pollutant removal
- Written maintenance and repair records.

Inspections of the storm sewer system and detention pond shall be in accordance with the following:

A. Monthly Maintenance

Monthly and/or within 24 hours after every storm event greater than 1.0 inch:

- Remove trash and debris from the site.
- Check and clear outfall structure of any obstructions.
- Check for standing water in the detention pond and repair if needed to ensure stormwater flows to the outlet structure.
- Mowing

B. Quarterly Maintenance

- Inspect the collection system (i.e., catch basin, piping, grassed swales) for proper functioning. Clear accumulated trash from basin grates, and basin bottoms, and check piping for obstructions.
- Check inlet pipes for undercutting. Repair if necessary.
- Repair any broken pipes.
- Vegetation inspection and restoration when less than 70% coverage.

C. Semi-Annual Maintenance

- Remove accumulated sediment.
- Repair any broken pipes immediately.
- If soils in bottom of pond have become packed, provide soil aeration.

D. General Maintenance

- All components of the detention pond are to be kept in working order.

E. Maintenance Log Records

Written maintenance and repair records shall be maintained by the party or parties signing the O&M manual and shall be provided to the City upon request. Suggested form for maintenance records can be found in Appendix.

F. Manholes

- Monitor monthly during construction and every 6 months thereafter unless problems develop.
- When monitoring manholes, these items should be noted:
- Observe and document general conditions of manholes. Check for cracks or other signs of deterioration.
- Note sand or silt in the bottom of the manhole. If bottom is covered, measure the depth.
- Note condition of inlet and outlet pipes.

G. Intake / Outlet Structures

- Observe the condition of appurtenant structures in relation to the as-built facilities.
- Monitor every 1 to 2 years or following 2-inch storm event.
- When monitoring, the following items should be noted:
- General condition of intake / outlet structure.
- Condition of riprap, if any.
- Check if there is a trash rack in place and if so, if it needs cleaning.
- Check for signs of recent erosion in the vicinity of the structure.
- Check the vicinity of the structure for sinkholes.

H. Flumes

- Observe / document standing water areas.

6. Maintenance & Repair

Table 1: Maintenance and Repair of Stormwater Ponds			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Recommended Maintenance to Correct Problem
Storage Areas	Flooding	Water is flowing over spillway or is approaching the top of the pond	- Check storm drain pipes and structures for blockage. Remove obstructions to restore flow. - Evaluate and remove excessive sediment from pond storage areas. - Contact a Registered Professional Engineer to evaluate the source of flooding or provide design modifications.
Structures & Piping Includes: - vaults - inlets - storm drain pipe (RCP)	Damaged or missing components	Flow control assembly is not working properly (e.g. loose, bent, unattached, etc.).	- Repair or replace, orifices and pipes as necessary with similar components. - Divert flows when needed.
	Obstruction or blockage	Water does not flow in, through, or out of the structure or piping.	- Remove obstructions to restore flow (e.g. remove trash, debris, sediment or vegetation as necessary). - Jet rodders may be used to clean piping.

A. Repairs, Replacements and Additions

System repairs should always be to the original design standards or better. Replacement and additions should be treated as original construction.

7. Safety

Proper precautions should be maintained when working and inspecting within the detention pond areas. Do not enter manholes or drainage structures without proper equipment and safety devices. Observe safety fencing and retaining walls to prevent falls. Do not enter the pond areas at any time during a rain event.

ATTACHMENT NUMBER 1

MAINTENANCE ACKNOWLEDGEMENT

I acknowledge and agree by my signature below that I am responsible for the performance of the detention basin maintenance as defined in the attached Operation and Maintenance (O&M) manual. I agree to notify the City of Crowley of any problems with the system and/ or prior to any changes to the system or responsible party.

Print Name Houston B. Clark of Crowley WF, LLC

Title President & Manager

Email bolin@hbcinterests.com

Address 2611 Harrison St. Ste. 900, Wichita Falls, TX 76308

Phone 940-767-0050

Driver License Number: 09823048 Date of Birth: 9/15/25

Signature B. Clark

Date: 9/15/25

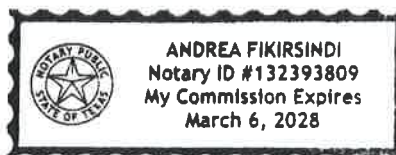
Note: The legally responsible party should not be a homeowners' association unless more than 50% of the lots have been sold and a resident of the subdivision has been named president.

I, Andrea Fikirsindi, Notary Public in the State of Texas County of Wichita, do hereby certify that Houston B. Clark

personally appeared before me this 15th Day of September, 2025, and acknowledged the die execution foregoing the maintenance requirements in the attached O&M manual.

Witness my hand and official seal.

amti



My commission expires: March 6, 2028

APPENDIX 'A' Inspection Checklist / Log Forms**INSPECTION CHECKLIST CHARTS**

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Mowing				
Removing trash and debris				
Inspect irrigation system operation.				
Remove grass clippings				
Violations noted				

MINOR INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Condition of pond				
Amount of silt in pond				
Amount of silt in flume				
Amount of ponded water				
Amount of wetland vegetation				
Location of erosion				
Percent of vegetation				
Condition of trash guard				
Location of erosion				

MAJOR INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Structure type and Condition				
Condition of Rip- rap				
Berm or Embankment Settlement				
Location of erosion				
Evidence of Animals or Aquatic Life				



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: October 2, 2025
Department: Asst City Managers	Agenda Item: V.2.
Subject: Discuss and consider approval of a service contract with TNP for the design of the Main Street Trail Extension project.	

Background:

In June 2025, city staff was notified by North Central Council of Government (NCTCOG) that the Main Street Trail Extension project had been awarded a grant to assist in funding a shared-use path (SUP) transportation project that would provide a walkable connection between downtown and Bi-centennial park.

Grant terms require the city to fund 100% of the design and environmental review fees for the project. The city staff has been working closely with Teague, Nall and Perkins on the design of the trail extension for the grant application submission. TNP has provided a proposal to address those design needs.

The project will be managed by the Fort Worth office of TxDOT and the proposal for services from TNP captures the required design and environmental steps requested by TxDOT.

The request being made at this time is for the approval of the service agreement with TNP for the design and construction administration efforts of the project. This phase of the project will focus on the design and placement of the shared use path between Main Street and Bi-centennial Park.

Once completed, staff will return with the Advance Funding Agreement from TxDOT and seek approval of the city match portion of the 80% TxDOT/20% Local Government match. All that staff is seeking is approval of the design contract at this time.

Recommendation:

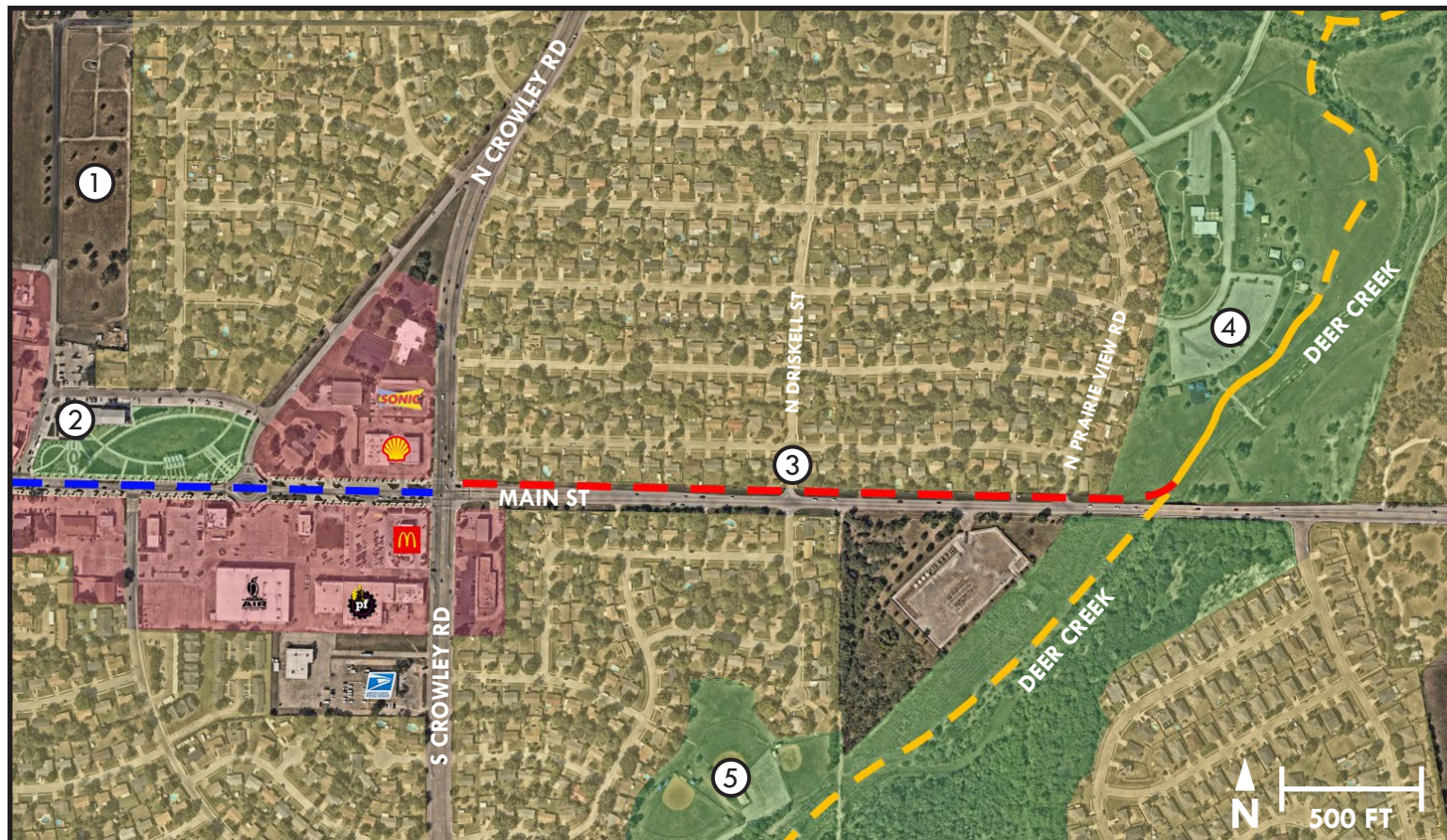
Staff has reviewed the agreement and recommends approval.

Financial Information:

The design services contract can be funded from the gas well money.

Attachments:

1. Destination Map
2. TNP Trail Ext Contract 2025



LEGEND

- ① CROWLEY CEMETERY
- ② CROWLEY CITY HALL
- ③ CONNECTION TO EXISTING SIDEWALK
- ④ BICENTENNIAL PARK
- ⑤ HARRY S. TEETER PARK
- COMMERCIAL
- RESIDENTIAL
- PARK/OPEN SPACE
- PROPOSED TRAIL
- PREVIOUSLY FUNDED BIKE LANE
- FUTURE VELOWEB
- EXISTING CONNECTION TO FUTURE VELOWEB



AUTHORIZATION FOR PROFESSIONAL SERVICES (FIXED FEE)

PROJECT NAME: CROWLEY MAIN STREET TRAIL

TNP PROJECT NUMBER: CRO

CLIENT: City of Crowley
Matt Elgin
Assistant City Manager

ADDRESS: 201 E Main St.
Crowley, TX 76036

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

Article I

SCOPE: Provide surveying, landscape architecture, and civil engineering services for the construction documents of Main Street Trail in Crowley, Texas.

A detailed scope of services is included as Attachment 'A' and 'E' and is made a part hereto.

Article II

COMPENSATION to be based on the following:

- A. The **CONSULTANT's** compensation for Basic and Special Services included in Attachment 'A' shall be based on a total fee of \$389,200 (Three Hundred Eighty Nine Thousand Two Hundred Dollars). Payment to the **CONSULTANT** shall be due in monthly installments based on the **CONSULTANT's** estimate of the percentage of the contract completed during the billing period.
- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the **CLIENT** by the **CONSULTANT** to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the **CONSULTANT** which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services.

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

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

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

Article IV

PROJECT LOCATION: The Project Limits are included as Attachment 'E' and made a part hereto.

Article V

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.



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

Approved by CLIENT:

City of Crowley

Signature: _____

Name: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

Signature: _____

Name: Nicholas Nelson

Title: Director of Landscape Architecture

Date: August 28, 2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Nicholas Nelson

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

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

2. [RESERVED]

3. OUTSIDE SERVICES

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

4. OPINION OF PROBABLE COST

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

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the professional care and skill ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and profession. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

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

7. LEGAL EXPENSES

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

8. PAYMENT TO CONSULTANT

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

9. ADDITIONAL SERVICES

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

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services may be taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. CLIENT is a tax-exempt entity and will, upon request, provide CONSULTANT with tax exemption certificates.

11. SURVEYING SERVICES

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

12. LANDSCAPE ARCHITECT SERVICES

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

13. INVALIDITY CLAUSE

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

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (I) at any time supervise, direct,

control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

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

17. SITE VISITS

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

18. CHOICE OF LAW; VENUE

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

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain no ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed, if CONSULTANT has been paid by CLIENT for its work in preparing the Documents. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have full authority to use the Documents on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents.

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

20. ATTORNEY FEES

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

21. MISCELLANEOUS

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

22. CONSULTANT shall indemnify and hold harmless the CLIENT, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the CONSULTANT, its officers, agents, and employees. It is understood and agreed that the CONSULTANT and any employee or subcontractor of CONSULTANT shall not be considered an employee of the CLIENT. The CONSULTANT shall not be within protection or coverage of the CLIENT's workers' compensation insurance, health insurance, liability insurance or any other insurance that the CLIENT from time to time may have in force and effect. CLIENT specifically reserves the right to reject any and all CONSULTANT's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on CLIENT property or their interaction with CLIENT employees be found not in the best interest of the CLIENT or is found to interfere with the effective and efficient operation of the CLIENT's workplace.

23. VIRUSES AND MALWARE.

CONSULTANT's indemnity obligations extend to its failure to implement and maintain reasonable measures and precautions to protect the CLIENT and the CLIENT's facilities from data breaches and the introduction into the CLIENT's computer network of any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers. The CONSULTANT will hold harmless and indemnify the CLIENT from and against data breaches and malware, ransomware, viruses or other electronic software, routines, programs, codes or devices that may damage or impair the CLIENT's computer facilities arising from the CONSULTANT's performance under this Agreement.

24. The CLIENT's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251,

Texas Government Code. The CLIENT reserves the right to withhold all or part of any payment if a genuine dispute exists as to the goods or services for which the payment is intended. The CLIENT will remit any undisputed portion, and the parties will exercise diligence to resolve the dispute. No invoice, quote or purchase order submitted by CONSULTANT will modify any term of this Rider or the Contract.

25. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. Any provision of the Contract that seeks to waive the CLIENT's immunity from suit and/or liability is void unless agreed to by specific acknowledgement of the provision within the contract.
26. **Certificate of Interested Parties (TEC Form 1295).** For contracts that require CLIENT Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the CLIENT may not accept or enter into a contract until it has received from the CONSULTANT a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The CONSULTANT understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the CLIENT from entering the Contract.
27. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the CLIENT. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the CLIENT prior to the award of the contract. Neither the CLIENT nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential CONSULTANT with respect to the proper completion of the TEC Form 1295.
28. **Energy Boycott.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the CLIENT may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of CONSULTANT verifies CONSULTANT does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the CLIENT determines the requirements of Subsection 2274.002(b) are inconsistent with the CLIENT's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.
29. **Firearms.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the CLIENT may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of CONSULTANT verifies CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the CLIENT contracts with a sole-source provider or if the CLIENT does not receive any bids, if applicable, from a company that is able to provide the required verification.
30. **Critical Infrastructure.** In accordance with Chapter 2274, Texas Government Code, the CLIENT may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the CLIENT for product warranty and support purposes and (2) if the CLIENT knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of CONSULTANT represents that neither CONSULTANT nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the CLIENT may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.
31. **Anti-Boycott Israel Verification.** In accordance with Chapter 2271, Texas Government Code, the CLIENT may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of CONSULTANT verifies that CONSULTANT and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a CONSULTANT which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.
32. **Iran, Sudan, and Foreign Terrorist Organizations.** The signatory executing the Contract on behalf of CONSULTANT represents that neither CONSULTANT nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene

Project Name: Crowley Main Street Trail

Client: City of Crowley

TNP Project #: CRO

applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

ATTACHMENT “A” SCOPE OF WORK

PART 1 - OVERALL PROJECT DESCRIPTION

Main Street Trail is within the City of Crowley (CITY) beginning at the northeast corner of N Crowley Road and E Main Street. Approximately 0.5 miles long.

The scope of work to be performed by TNP (CONSULTANT) consists of preparing design development and final construction documents, environmental study and report for final environmental clearance, and opinions of probable construction costs (OPCC) at each milestone for the Trail.

Design, environmental permitting, and easement acquisition are solely funded by the CITY. Trail construction is funded by the Transportation Alternative (TA) Grant awarded to the CITY.

This new trail shall meet AASHTO design guidelines for bicycle facilities, be 12 feet wide, concrete paved, and ADA accessible.

Anticipated improvements consist of:

- **Trail paving** (up to a 12-foot-width concrete paved trail)
- **2' wide shoulder on both sides of the trail** (properly graded shoulder with grass to be mowed on a regular base)
- **Trail structures** (may include retaining walls, drainage headwalls, etc.)
- **Trail wayfinding signs**

Below are shown the assumptions and qualifiers for the scope of work found herein.

Assumptions:

- Area of work is as shown in “Exhibit A” attached.
- The scope generally anticipates items described herein.
- The estimated construction budget for the project for Main Street Trail is \$1,856,000.
- Includes coordination with appropriate CONSULTANT team members, such as the structural/civil/MEP engineer, landscape architect, as well as the CITY and/or contractor, as appropriate.
- The CONSULTANT will be responsible for submittal for TAS/ADA review.

Exclusions:

- Presentations, documents, or plans required for “Special Exceptions,” variances, or Zoning changes required by the architectural or civil design solutions chosen by the Owner.
- Multiple design alternatives beyond those “Submittals” described or significant site plan revisions following acceptance at each given phase of review documents.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls.
- Site signage and/or signs for buildings and vehicular circulation.
- Site and/or ornamental lighting.
- Electrical engineering.

PART 2 - SCOPE OF SERVICES DESCRIPTION

Basic scope of services will consist of preparation of construction documents (30%, 60%, 90%, 100%), technical specifications, permit assistance, bid assistance and construction administration.

Task 1 - Coordination/Management/Communication

- A) CONSULTANT will coordinate and facilitate coordination tasks with the CITY, and other entities as necessary, including but not limited to, NCTCOG, TXDOT, utility companies, and local stakeholders. Attend up to eight (8) agency coordination meetings with the CITY, NCTCOG, TXDOT, utility companies and local stakeholders.
- B) Attend the following meetings with the CITY to review project, schedule, deliverable, status reporting, community communication, and the construction.
 - One (1) project kick-off meeting
 - Four (4) drawing deliverables review meetings (30%, 60%, 90% and 100%)
 - One (1) meeting with affected property owners (MAPO) by mail
 - One (1) constructability review meeting in the field after 60% plans
- C) Provide the CITY a one-page project status report along with the submittal of monthly invoices throughout the design and construction of the project.

Task 2 – Survey

CONSULTANT will provide the following:

Topographic Design Survey – Provide all office and field work necessary to provide Topographic Design Survey for the City of Crowley Main Street Trail. The limits of the survey are from the edge of pavement north to the subdivision fenceline from Main Street east to Bicentennial Park and is approximately 2,600 l.f..

The Survey will identify topography (one-foot contours), visible features and above ground improvements including pavement, curbs, structures, fences, trees (6" dbh and bigger), sidewalks, utilities, valves, manholes, hydrants, inverts, and other pertinent features within the project area.

Texas811 will be notified to coordinate marking of underground utilities. However, lacking excavation, the exact location of underground utilities and features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the CLIENT is advised that excavation may be necessary.

Row Survey - Sufficient right-of-way and property corners will be located as necessary for a Registered Professional Land Surveyor to verify or establish existing rights-of-way, property lines and easements (as made known to the SURVEYOR) within or adjacent to the project area. A title commitment or encumbrance report provided by the CLIENT will be required to ensure that all existing easements and encumbrances have been identified. Boundary surveying services shall be for the proposed project route.

Survey drawings, exhibits, metes and bounds descriptions and/or signed and sealed survey documents are not included in the scope of services proposed herein.



All survey information provided by the SURVEYOR will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.

Surveying services shall be performed in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

Deliverables:

Topographic Design Survey - Base file prepared in AutoCAD Civil 3D format for in-house design.

Schedule:

Topographic Design Survey together with Boundaries— 25 business days from NTP.

Task 3 – Geotechnical Survey

CONSULTANT will coordinate with a subconsultant to provide a geotechnical report with associated specifications based on three (3) borings. Report will include pavement and retaining wall recommendations as detailed below:

Subsurface Drilling:

- A) Geotechnical will evaluate subsurface conditions with the following borings
- Retaining wall borings
 - Shallow trail borings

Engineering Report and Recommendation:

- B) A geotechnical report will be prepared to present the results of the field and laboratory data together with analyses of the results and subgrade stabilization recommendations. Geotechnical will provide a PDF electronic copy of the report. The report will address:
- Plan of borings, boring logs, water level observations, and laboratory test results
 - Foundation recommendations for the short retaining walls. Global stability analyses have not been included for the short retaining walls
 - Comments on the presence and effect of expansive soils on slab-on-grade construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included for slab-on grade construction
 - Pavement subgrade stabilization recommendations.
 - Recommendations for site grading and compaction of earthwork will be presented

Task 4 - Subsurface Utility Engineering (SUE)

Utility Adjustment Coordination

Utility Adjustment Coordination shall include utility coordination meetings with individual utility companies, communication and coordination with utilities.

- UTILITY COORDINATION

The ENGINEER will consult with the CITY's Transportation and Public Works Department, Water Department, and other CITY departments, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.

The ENGINEER's Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution. The ENGINEER's Utility Coordinator shall act as the "Responsible Party" as indicated in the City's requirements.

- The ENGINEER's Utility Coordinator shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the City design phase. The ENGINEER's Utility Coordinator shall be responsible for the following:
 - a. Initial Project Meeting. Hold an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
 - b. External Communications. The ENGINEER's Utility Coordinator shall coordinate all activities with the City and its consultants or other contractors or representatives, as authorized by the City. Also, the ENGINEER's Utility Coordinator shall provide the City copies of diaries, correspondence and other documentation of work-related communications between the ENGINEER's Utility Coordinator, utility owners and other outside entities when requested by the City.
 - c. Progress Meetings. The ENGINEER's Utility Coordinator shall implement a schedule of periodic meetings with each utility company and owner or owner's representatives for coordination purposes. Such meetings shall commence as early as possible in the design process and shall continue until completion of the project. The ENGINEER's Utility Coordinator shall provide and produce meeting minutes of all meetings with said utility companies, owners or owners' representatives within seven (7) business days. The frequency of such meetings shall be appropriate to the matters under discussion with each utility owner.
- The ENGINEER's Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.
- The ENGINEER's Utility Coordinator shall provide the City and all affected utility companies and owners a Utility Contact List for each project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.
- The ENGINEER's Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.
- Review of Utility's Proposed Adjustments
 - Evaluate Alternatives: The Utility Engineer shall evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility. The ENGINEER shall hold a

conflict resolution meeting with the City, Consultants, and Utility Owners to determine best alternatives for each identified conflict.

- Review Schedules: The Utility Engineer shall review up to eleven (1) utility relocation schedules.
- The Engineer shall not provide services for the sole benefit of third parties.

Task 5 - Drainage Design

Engineering services include drainage design and analysis to confirm existing ditch capacity, design culvert crossing improvements, and develop drainage construction plans and specifications for the Crowley Trail project

A. Data Collection

- The CONSULTANT will collect, compile, and evaluate available data from the CITY and other entities that provide existing information related to the drainage design of the Project.
- The CONSULTANT will make an effort to obtain as-built, record, and/or future plans for the following facilities in the Project area including:
 - Roadway
 - Water Lines
 - Sanitary Sewer Lines
 - Storm Drain Lines
 - Telephone and Cable TV Underground and/or Overhead Lines
 - Gas/Petroleum Lines
 - Fiber Optic Lines
 - Other Utilities Known to Serve the Project Area
- The CONSULTANT will prepare a drainage base file using the surveyed topo and subsurface utility designations.

B. Communications and Reporting

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct site visits on an as-needed basis for investigations and coordination during the design process.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the CONSULTANT or any of its sub-consultants shall carry readily available information identifying the name of the company and the company representative.

C. Drainage Design and Analysis

- **Drainage Area Delineation and Calculations.** Using available contour data from TNRS along with topographic survey information, the CONSULTANT will delineate drainage areas

for the project. Drainage area flow calculations will be developed for the design year and the 100-year storm. Plan sheets depicting the area map and calculations will be prepared for inclusion in the plan set.

- **Ditch Capacity Analysis.** The CONSULTANT will utilize the proposed grading from the trail design to analyze the ditch capacity with Flowmaster. The analysis will confirm that sufficient capacity is maintained within the north ditch of E. Main Street.
- **Culvert Improvements.** There are approximately five (5) cross culverts within the project limits that will likely need to be replaced to accommodate the new trail. The CONSULTANT will perform hydraulic analysis using CulvertMaster to size the new culverts and prepare plan and profile design

D. Plan Development

- Drainage Area Map - which shows the following:
 - Existing topographic contours
 - Drainage area delineations
 - Drainage area calculations
 - Flow arrows
- Culvert Hydraulic Calculations
- Ditch Capacity Calculations
- Culvert Plan & Profile Sheets including, but may not be limited to, the following:
 - Proposed culvert alignment
 - Proposed culvert profile
 - Pipe or box size with hydraulic data
 - End treatment (SET or headwall)
 - Pedestrian railing
 - Pavement repair limits
 - Easement and ROW limits
 - Property ownership information
 - Existing & Proposed utilities
 - Proposed seeding, sodding, tree, and shrub plantings
- Standards - Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

The plans will be based on City of Crowley's standards and criteria that are in place at the time this agreement is executed. In the event that other standards are imposed or other entities become involved in the review process, the stated fees may need to be renegotiated to account for any additional effort on the part of the Engineer.

E. Project Quantities and Opinion of Probable Cost

- Drainage quantities and an Opinion of Probable Construction Cost will be prepared for the 30%, 60%, 95%, and 100% submittals using current unit cost data.

ASSUMPTIONS

- It is assumed that the existing ditch will have sufficient capacity to convey the design year storm event when regraded to accommodate the new trail.
- No storm drain design, or analysis has been included in this scope.
- Assumes 30%, 60%, 95%, and 100% review milestones.

DELIVERABLES

- A. Electronic submission of PDF drainage plans at each milestone submittal
- B. Opinion of probable drainage construction cost at each milestone submittal
- C. Bid Documents and Specifications for drainage design.

Task 6 – Construction Documentation

CONSULTANT will deliver design drawings and OPCC documents at 30%, 60%, 90% and 100% milestones, and specifications at 60%, 90% and 100% milestone to the CITY on the dates set before on project schedule.

Design documents should include each of the anticipated improvements identified in PROJECT DESCRIPTION section. Design for all improvements shall follow current CITY design standards, and AASHTO design guidelines for bicycle facilities unless directed otherwise by CITY.

Besides the anticipated improvements mentioned below, CONSULTANT's design plans shall also contain the following base information:

- Project name, street address, and lot and block description
- Date, scale, north point, and the names, addresses, and telephone numbers (if readily available) of each property owner and the person preparing the plan
- Location of existing boundary lines and ROW (with proposed property/easement acquisitions marked and with ownership data summary table on each sheet)
- Approximate centerlines of existing water courses and the location of the flood plain; the approximate location of significant drainage features; and the location of existing and proposed streets and alleys, driveways, and sidewalks on or adjacent to the lot
- Location of centerlines of overhead and underground utility lines within and adjacent to the site, and the location of all utilities, utility easements, including the location of utility poles, generators, and equipment

CONSULTANT's design plans shall be suitable for use in 22-inch x 34-inch and 11-inch x 17- inch format with black and white line work and with screened-back black and white (gray-tone) aerial photo background in the overall site plan. CONSULTANT shall provide CITY with PDF files at each milestone submittal, three (3) hardcopies (1 full-size and 2 half- size for plan sets) and CAD files at final construction set submittal.

CONSULTANT shall, at request of CITY, transmit to CITY electronic copies of CONSULTANT work product components including data, photos, images, text, designs, and cost opinions for project-related use by CITY including project budgeting and project coordination/communication.

After each milestone review, CONSULTANT shall update design drawings and OPCC incorporating

input from CITY and provide formal response to the comment for CITY record.

A) 30%, 60%, 90%, and 100% Construction Documents

CONSULTANT's construction drawings will consist of the following sheets, in order shown below:

- Cover sheet (1 sheet)
- General notes sheet (1 sheet)
- Summary of quantities sheet (1 sheet)
- Overall site plan (with references to plan sheets)
- Protected tree removal and site demolition plans (protected tree removal schedules and tree protection fence location; as described above, number of sheets per item as required for scalable legibility in half-size sheet format)
- Layout and materials plans (trail center line station number coordinate point schedule, locations of other improvements, materials call out, general dimensions of improvements and landscape buffers)
- Grading plans (1-foot interval contour lines showing grading of trail, shoulder, and affected areas; spot elevations at critical places such as top of retaining wall) (only apply to 60%, 90% and 100%)
- Plan enlargements and trail profile sections (only apply to 60%, 90% and 100%)
- Retaining Wall Design (only apply to 60%, 90% and 100%)

CONSULTANT will prepare structural calculations and construction plans for retaining wall as necessary. Retaining wall design will consist of:

- Retaining wall plan and profile sheets
- Retaining wall details, consisting of:
 - Standard or custom structural details
 - Backfill and drainage system details
 - Handrail details
 - Aesthetic details
- One (1) culvert crossings
- Erosion control plans
- Stormwater Pollution Prevention Plan (SWPPP) summary sheets
- Traffic control plan and detours (only apply to 60%, 90% and 100%)
- Engineering and landscape details (only apply to 60%, 90% and 100%)
- Wayfinding Signs: CONSULTANT shall design the signs based on the standards provided by CITY. CONSULTANT shall also show the location of the signs on the plans and provide the coordinate points of signs in a schedule. Wayfinding signs should be located at each end of the trail (Only apply to 60%, 90% and 100%)
- Construction-site temporary elements plan (access points, circulation routes, equipment and material storage locations, and project sign locations, only apply to 60%, 90% and 100%).
- Technical specifications for all site improvements following TxDOT standards (Only apply to 60%, 90% and 100%).

The 100% construction drawings will consist of a sealed and signed construction document package (both hardcopy and electronic version) for bid. CONSULTANT shall incorporate any remaining comments from CITY regarding 90% construction document package before the final submittal of 100% package.

B) Cost Estimates

CONSULTANT shall provide an OPCC at each of the delivery milestones as described above. The opinion of probable construction cost shall be based on the quantities indicated on the CONSULTANT plans and on unit prices current at the time of the cost opinion preparation. Because the CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Task 7 – Environmental

CONSULTANT will contract with a sub-consultant to provide an Environmental Investigation for the project. This item will include a report that will provide site information and delineation for a proposed pedestrian trail. Not included are items directly related to Categorical Exclusions (CE) as related to TxDOT. Environmental study shall include the following documentation:

Base Services

- Meetings/Project Organization
- WPD
- Species Analysis
- Surface Water Analysis
- Delineation Report (if necessary)
- GIS Geodatabase (if WOUS required)
- Hazardous Materials Report (required if taking ROW)
- Community Impacts Report (if necessary)
- Section 4f (if taking ROW from Bicentennial Park to east)
- Archeological Background Study (if necessary)
- Historic Resources Project Coordination Report (if necessary)

Task 8 – Construction Administration

Upon the completion of final construction documents, CONSULTANT shall process to assist CITY in the selection of qualified contractor to complete the project. CONSULTANT's tasks are as follows:

A) Bid and Negotiation

- Attend pre-bid meeting in support of the CITY;
- Prepare and submit written responses to bidder requests for information (RFI's). Preparation of any addenda to the Contract Documents as may be required during the bidding process;
- Propose and/or evaluate value engineering with respect to cost implications and effect on quality and/or scope of the work; and
- Evaluation and assessment of bids, and prepare the bid tabs.

This task assumes project is bid only one time.

B) Construction Administration

- Attend one pre-construction meeting in support of the CITY;
- Review shop drawings (up to five) and contractor submittals as they relate to the overall site development and general conformance of the design as set forth by the contract documents;
- Assist in the review of substitutions, contractor schedule reports and pay requests;
- Attend bi-weekly online meetings (up to 10 meetings) during construction phase of the project;
- Perform up to three required site visit and provide a written report of each site visit;
- Participate in final walk-through, keep notes, and provide a punch list of construction items requiring corrective action prior to the contractor's final pay request and CITY's acceptance;
- Determine and certify substantial completion. Sign and seal Construction Completion Certification.

Site visits will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep CITY informed of the general progress of the work.

CONSULTANT will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. CONSULTANT does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

CONSULTANT is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Task 9 – Grant Management

CONSULTANT will manage grant records in accordance with the grant guidelines.
Included in this item:

- Quarterly Reports -Produce quarterly reports based on grant award.
- Request for reimbursement -Collect invoices and supporting documents, complete request for reimbursement forms, and prepare and finalize reimbursement forms as coordinated with city staff.
- Project closeout report - Provide close-out reporting and also ensure project management requirements have been fulfilled.
- Provide final documents of activities to be kept on record.

Task 10 – Construction Inspection

CONSULTANT will provide construction inspection in accordance with the grant guidelines.

Included in this item:

- Half-time construction inspection.
- Review of daily activity log of progress and status of completion.
- Regular construction reports.
- Monitor and schedule materials testing.
- Review construction materials reports.
- Complete SW3P reports and barricade reports.
- Complete a quarterly labor interviews.
- Prepare and update EMS binder.
- Monitor contractor compliance with contract requirements for quality and record keeping.
- Provide a final binder of all activities to be kept on record.

Task 11 – Miscellaneous Tasks

TAS/TDLR COORDINATION: CONSULTANT will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.

Included in this item:

- One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- One (1) site visit with the RAS for the final site inspection.

Not included in this item:

- Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
- Fees for the review and inspection will be submitted as a reimbursable expense.

PROJECT RECORD DRAWINGS: CONSULTANT will provide the City with complete and accurate Record Drawings with the as-built changes noted with the date and signature of the Engineer. Provide drawings in PDF and in AutoCAD (.dwg format) to the City Inspector and PRCAD staff. The page size shall be 22" x 34" with a minimum resolution of 300 dpi. The PDF's shall be free from objectionable background, rotated properly, and stored in a separate digital format labeled with the project name, project number, date, and the CONSULTANT's name.

ATTACHMENT 'B'

Compensation

The services described in Attachment A Scope of Services shall be provided for a total lump sum fee of \$389,200 (Three Hundred Eighty Nine Thousand Two Hundred Dollars). The overall total fee shown shall not be exceeded without prior written authorization from the CLIENT.

Payment for the services described in Attachment A Scope of Services shall be invoiced to the CLIENT on a monthly basis, based upon the percentage completed for each task. Below is a fee breakdown by task for the services described in Attachment A Scope of Services:

Main Street Trail

<i>Task</i>	<i>Fee</i>
Task 1 - Coordination/Management/Communication	\$ 27,000
Task 2 - Survey	\$ 19,000
Task 3 - Geotechnical Survey	\$ 15,000
Task 4 - Subsurface Utility Engineering (SUE)	\$ 22,000
Task 5 - Drainage Design	\$ 43,500
Task 6 - Construction Documentation	\$ 124,000
Task 7 - Environmental	\$ 34,900
Task 8 - Construction Administration	\$ 36,600
Task 9 - Grant Management	\$ 30,000
Task 10 - Construction Inspection	\$ 20,800
Task 11 - Miscellaneous Tasks	\$ 5,000
Reimbursable Expenses (3%)	\$ 11,400
Total Fee for Services	\$ 389,200

Attachment C

Teague Nall and Perkins, Inc.

2024 Standard Hourly Rates

Effective January 1, 2024 to December 31, 2024

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00
Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00

Project Name: Crowley Main Street Trail

Client: City of Crowley

TNP Project #: CRO

Page 20

Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00
4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Hourly Billing Rate

Utility Management, Utility Coordination, and SUE

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

Hourly Billing Rate

Construction Management, Construction Engineering and Inspection (CEI)

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

Direct Cost Reimbursables

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

Notes:

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

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

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

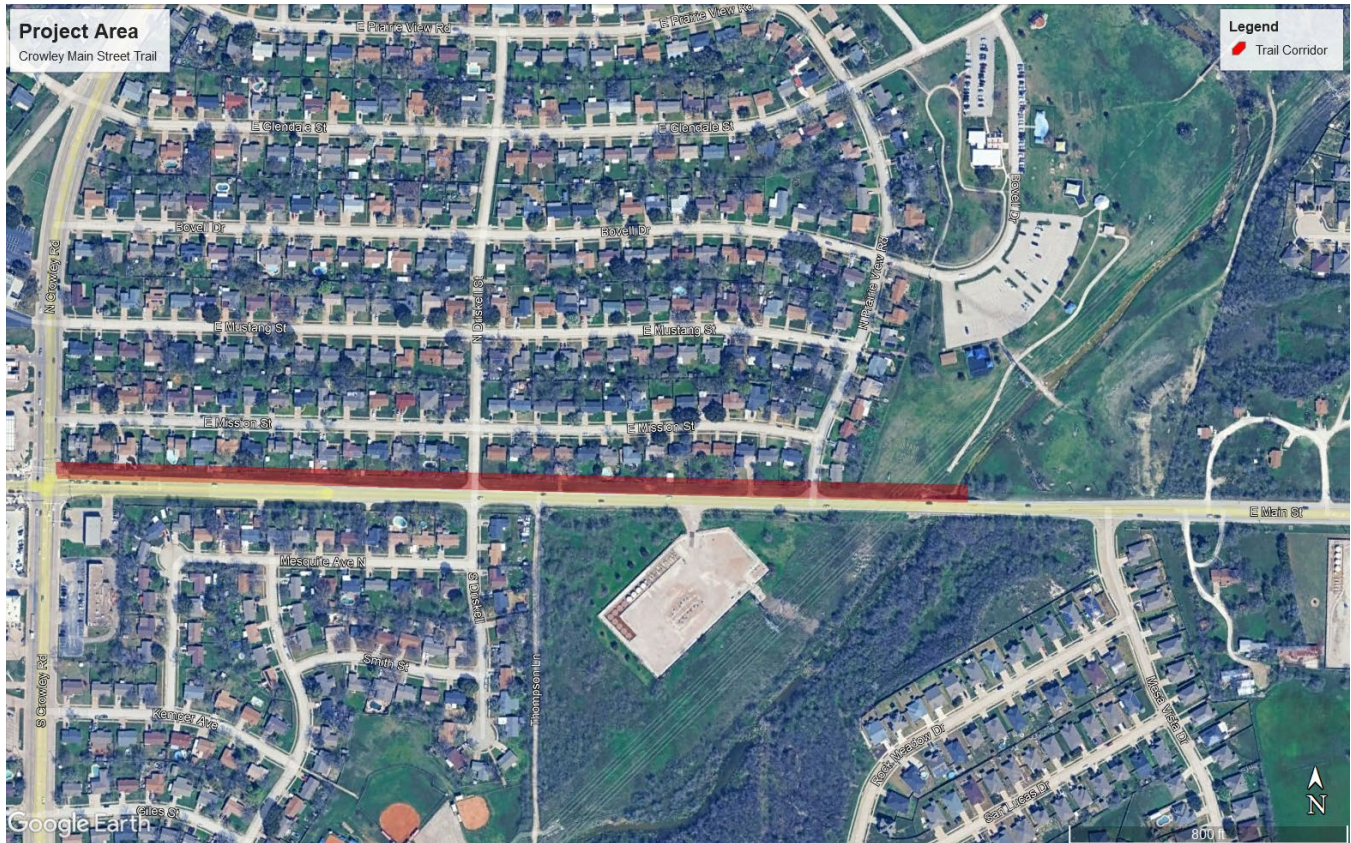
**** Includes crew labor, vehicle costs, and field supplies.*

ATTACHMENT 'D' PROJECT SCHEDULE

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

Upon receiving a notice to proceed the schedule will be developed within ten (10) business days. TNP shall endeavor to accomplish the work in a timely manner in accordance with a schedule based on the magnitude of the task as coordinated with the Client.

ATTACHMENT 'E' PROJECT LOCATION





City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: October 2, 2025
Department: Asst City Managers	Agenda Item: V.3.
Subject: Discuss and consider approval of Resolution R10-2025-465 authorizing the mayor to accept the conveyance of a Permanent Drainage Easement at 1925 Palomino Blvd and authorize the necessary drainage improvements.	

Background:

In October 2022, Council approved the construction project designed to make necessary stormwater drainage improvements on multiple lots in the Horse Creek Farms subdivision. The construction of the drainage improvements concluded in the Fall of 2023 and has largely served the intended purpose. In 2024, residents reported to city staff that a portion of the improvements have not been functioning as intended.

After reviewing video and photographic footage of rainfall events over a period of time and examining the site with property owners and the city engineer, it has been determined that a small portion of the improvements should be extended to capture stormwater that is not entering the flume.

The property owner at 1925 Palomino Blvd. has agreed to provide the necessary drainage easement to extend the improvements. The city staff has worked with the city engineer to design the corrective measures necessary at this location and have arrived at an agreed course of action.

City staff is recommending extending the drainage improvements at this property in order to adequately capture upstream drainage. The estimated cost of \$15,000 includes the engineering services, legal services and staff resources to make this improvement. Staff is recommending approval of the expenditures necessary to prepare for and perform the necessary improvements to further assist the drainage impact of adjacent properties.

Recommendation:

Staff has been working with the property owner as well as the city engineer and recommends approval of the resolution and necessary improvements.

Financial Information:

The estimated cost for the project is \$15,000 and can be taken from stormwater funds.

Attachments:

1. Drainage Easement 1925 Palomino
2. Palomino Easement Acceptance Resolution

**CITY OF CROWLEY
PERMANENT DRAINAGE EASEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

That Michael Robinson, GRANTOR herein, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF CROWLEY, TEXAS, a municipal corporation located in Tarrant County, Texas, GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged and confessed, including the special benefits to be derived by my property, do hereby grant, sell and convey unto the said GRANTEE a permanent and perpetual easement for the purpose of installing drainage facilities in, into, upon, over, across, under, and through all that land in Tarrant County, Texas, described as follows, to-wit:

A variable-width Permanent Drainage Easement as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein.

together with the right of ingress and egress as necessary for such purposes. The drainage improvements, once completed, are private and shall be maintained by the GRANTOR.

GRANTOR covenants and agrees that GRANTOR and GRANTOR's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under any easements granted herein any temporary or permanent structures, and it is further agreed that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings, trees, shrubs, or other obstructions or growths as may now be found upon said permanent easement.

GRANTOR has this day additionally granted, sold, and conveyed and by these presents does hereby grant, sell, and convey to GRANTEE an additional contiguous temporary access easement for access to the Permanent Drainage Easement, to last until completion of the construction of the drainage grading improvements, as shown on the attached Exhibit "B".

Such temporary easement shall include the right to excavate and fill upon said temporary easement, but GRANTEE shall replace any fences or other fixtures upon said temporary easement without cost to GRANTOR, and shall restore the property, including the driveway, lawn, landscaping, and/or sprinklers, which is the subject of the temporary access easement, as nearly as possible to its condition prior to entry thereon.

It is further intended that the Permanent Easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns. Except for existing easements, the Permanent Easement,

granted therein is exclusive, and GRANTOR covenants that unless GRANTOR has the approval of GRANTEE, it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever, and the above described temporary access easement for the period stated above; and GRANTOR does hereby bind itself, its heirs and assigns, to warrant and to forever defend all and singular premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2025.

GRANTOR, Michael Robinson

Individual Acknowledgement

The State of Texas §
County of Tarrant §

Before me, the undersigned notary public, on this day personally appeared Michael Robinson known to me or proved to me on the oath or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

(SEAL)

Notary Public, State of Texas

Notary's Name Printed

Notary's Commission Expires: _____

AFTER FILING, PLEASE RETURN TO:

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

EXHIBIT “A”

DRAINAGE EASEMENT DESCRIPTION /DEPICTION

EXHIBIT "A"

"DRAINAGE EASEMENT"

BEING 2,272 square feet of land situated in Lot 10, Block 1, Horse Creek Farms Addition, an addition to the City of Crowley, Tarrant County, Texas, as filed in Cabinet A, Slide 5675, Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being a portion of a tract of land described in deed to Michael Justin Robinson and Michelle Mae Robinson, Co-Trustees of the Michael Justin Robinson & Michelle Mae Robinson Revocable Trust, according to the deed filed in Instrument #D224168236, Deed Records of Tarrant County, Texas (D.R.T.C.T.); and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "Mizell RPLS 1967", found at the northwest corner of said Lot 10, also being the southwest corner of Lot 11, of said Block 1, and being in the southeast line of a tract of land described in deed to Texas Electric Service Company, according to the deed filed in Volume 6705, Page 407, D.R.T.C.T., from which a 1/2 inch iron rod with cap stamped "Mizell RPLS 1967", found at the northwest corner of Lot 14, of said Block 1, also being the southwest corner of Lot 15, of said Block 1, and in the southeast line of said Texas Electric Service Company tract, bears N 44°38'31" E, a distance of 589.68 feet;

THENCE S 62°07'06" E, along the northeast line of said Lot 10, and along the southwest line of said Lot 11, a distance of 160.20 feet to the most northerly northeast corner of a City of Crowley Permanent Drainage Easement, as filed in Instrument #D222260939, D.R.T.C.T.;

THENCE passing over and across said Lot 10, the following courses and distances;

S 22°58'24" E, along the northeast line of said City of Crowley Permanent Drainage Easement, a distance of 64.51 feet;

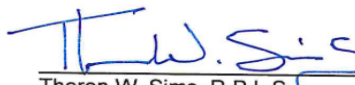
S 27°51'16" W, continuing along the southeasterly line of said City of Crowley Permanent Drainage Easement, a distance of 39.49 feet to a 3/8 inch iron rod set with cap stamped "TNP INC ESMT" (hereinafter all 3/8 inch iron rods set are marked the same) for the **POINT OF BEGINNING** of the hereinafter described tract of land;

S 58°29'46" E, leaving said easement, a distance of 68.11 feet to a 3/8 inch iron rod set;

S 28°04'20" W, a distance of 31.31 feet to a 3/8 inch iron rod set in the southwest line of said Lot 10, also being in the northeast line of Lot 9, of said Block 1;

THENCE N 62°06'44" W, along the southwest line of said Lot 10, and along the northeast line of said Lot 9, a distance of 67.86 feet to a 1/2 inch iron rod set with cap stamped "TNP INC ESMT" recovered at the south corner of said City of Crowley Permanent Drainage Easement;

THENCE N 27°51'16" E, passing over and across said Lot 10, along the southeasterly line of said City of Crowley Permanent Drainage Easement, a distance of 35.60 feet to the **POINT OF BEGINNING** and containing 2,272 square feet or 0.052 of an acre of land.


Theron W. Sims, R.P.L.S.
Texas Registration No. 5887
Surveyed on the ground Aug. 29, 2025



1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 0.99985160702 was used to scale surface distances to grid.

2. Integral parts of this survey:
a. Legal Description b. Sketch

NOTES:

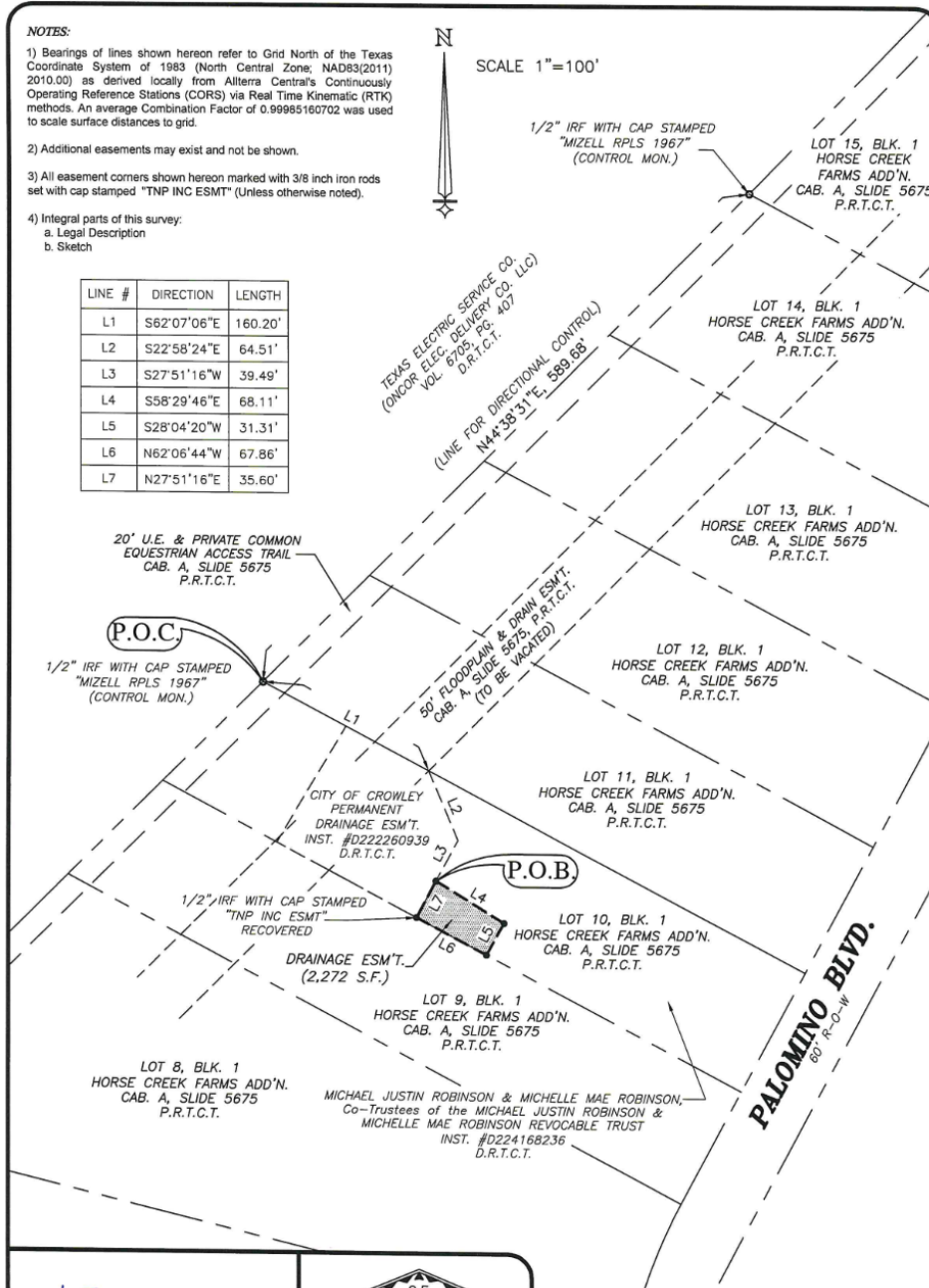
1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone, NAD83(2011) 2010.00) as derived locally from Alterra Centra's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 0.99985160702 was used to scale surface distances to grid.

2) Additional easements may exist and not be shown.

3) All easement corners shown hereon marked with 3/8 inch iron rods set with cap stamped "TNP INC ESMT" (Unless otherwise noted).

4) Integral parts of this survey:
a. Legal Description
b. Sketch

LINE #	DIRECTION	LENGTH
L1	S62°07'06"E	160.20'
L2	S22°58'24"E	64.51'
L3	S27°51'16"W	39.49'
L4	S58°29'46"E	68.11'
L5	S28°04'20"W	31.31'
L6	N62°06'44"W	67.86'
L7	N27°51'16"E	35.60'



Theron W. Sims
THERON W. SIMS, R.P.L.S.
TEXAS REGISTRATION NO. 5887

Date: Aug. 29, 2025
Surveyed on the ground Aug.
29, 2025



EXHIBIT "B"
DRAINAGE EASEMENT

Situated in Lot 10, Block 1, Horse Creek Farms Addition, an addition to the City of Crowley, Tarrant County, Texas, as filed in Cabinet A, Slide 5675, Plat Records of Tarrant County, Texas.



teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.332.7756 fx

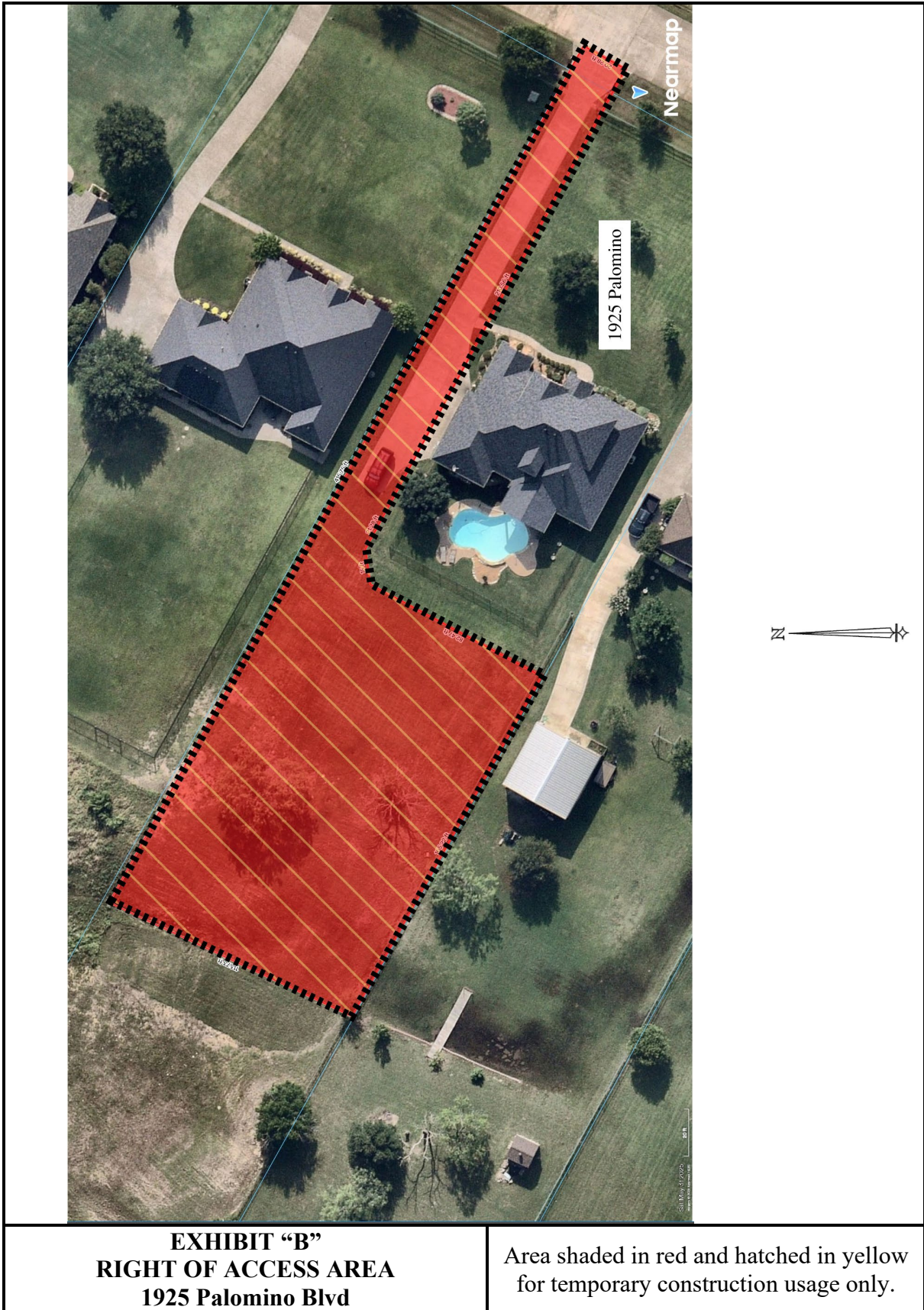
JOB No. CRO 25008

www.tnpsc.com / TBPELS Registration No. 100116-00

SHEET 2 OF 2

F:\Projects\CRO25008\Sur-G3D\cad\survey\Easements\2.272 SF Drain Esmt - Lot 10, Blk. 1, Horse Creek Farms Addn.dwg

EXHIBIT “B”
RIGHT OF ACCESS AREA



RESOLUTION NO. R10-2025-465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING ACCEPTANCE OF A DEDICATION FROM MICHAEL ROBINSON, FOR A PERMANENT DRAINAGE EASEMENT ON PROPERTY LOCATED ON LOT 10, BLOCK 1, OF THE HORSE CREEK FARMS ADDITION OF THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael Robinson has agreed to a drainage improvement project on a portion of land located on the north west corner of 1925 Palomino Boulavard; and

WHEREAS, as part of the project, The City of Crowley, desires to extend a new drainage flume to service the adjacent properties; and

WHEREAS, the City Council has determined that it is in the best interest of the City to accept the easement;

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

SECTION 1

That the City of Crowley accepts the dedication of the Sanitary Sewer Easement Dedication Deed, a true copy of which is attached hereto as Exhibit "A" and made part hereof for all purposes, on property located in the Horse Creek Farms Addition, Block 1 on a portion of Lot 10, City of Crowley, Tarrant County, Texas.

SECTION 1

The City Secretary is hereby directed to record such easement in the Property Records of Tarrant County, Texas.

SECTION 3

This shall take effect immediately from and after its passage and it is accordingly resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS ON THIS 2nd DAY OF OCTOBER, 2025.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

Exhibit "A"
PERMANENT DRAINAGE EASEMENT DEDICATION



City of Crowley, Texas City Council Agenda Report

Presenter: Heather Gwin	Meeting Date: October 2, 2025
Department: Finance	Agenda Item: V.4.
Subject: Discuss and consider approving Resolution No. R10-2025-466, authorizing the execution of a Master Interlocal Cooperative Purchasing Agreement by and between the City of Grand Prairie, Texas, and the City of Crowley, Texas.	

Background:

Staff is requesting approval to enter into a Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie. ILA's provide a number of benefits to local governments, including cost savings through cooperative purchasing, increased efficiency by avoiding duplicative procurement processes, and greater flexibility in securing services and products in a timely manner.

The initial request under this agreement is to utilize Stripe-A-Zone, a roadway striping service, through the City of Grand Prairie's existing contract. This approach allows the City of Crowley to take advantage of competitive pricing and pre-negotiated contract terms without the need to issue a separate solicitation.

Recommendation:

Financial Information:

Attachments:

1. Resolution No. R10-2025-466 ILA with Grand Prairie

RESOLUTION NO. R10-2025-466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING THE EXECUTION OF A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BY AND BETWEEN THE CITY OF GRAND PRAIRIE, TEXAS, AND THE CITY OF CROWLEY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AND EFFECTIVE DATE.

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

SECTION 1. The proposed Master Interlocal Cooperative Purchasing Agreement by and between the City of Grand Prairie, Texas and the City of Crowley, Texas is hereby approved, and the City Manager is authorized to execute all necessary documents to comply with this Resolution.

SECTION 2. A substantial copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein for reference.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED by the City Council of the City of Crowley, Texas, this the _____ day of _____, 2025.

CITY OF CROWLEY, TEXAS

Billy Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

EXHIBIT “A”

MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF GRAND PRAIRIE AND THE CITY OF CROWLEY

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Grand Prairie and The City of Crowley desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Grand Prairie and The City of Crowley represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Grand Prairie and the City of Crowley are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Grand Prairie and the City of Crowley agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Grand Prairie nor the City of Crowley warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.
3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.

4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Grand Prairie or the City of Crowley, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Grand Prairie and the City of Crowley agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Designated Representative.** The parties mutually agree that each party shall designate a person to act under the direction of, and on behalf of, that local government in all matters relating to this agreement. (the "Designated Representative"). The Designated Representative for each party are listed below under "Written Notice".
12. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie: Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
300 W. Main St.
Grand Prairie, TX 75050
972-237-8269 ~ph
GPPurchasing.gptx.org

City of Crowley:

Finance Department
City of Crowley
201 E. Main Street.
Crowley TX 76036
817-297-2201 ~ph

13. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
14. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
16. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Tarrant County, Texas, United States of America for the City of Crowley and shall be Dallas County, Texas, United States of America for the City of Grand Prairie

CITY OF GRAND PRAIRIE, TEXAS

Megan Mahan, Deputy City Director

ATTEST:

Mona Lisa Galicia, City Secretary

Date

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney

CITY OF CROWLEY, TEXAS

Lori Watson, City Manager

ATTEST:

Carol Cannady, City Secretary

Date

APPROVED AS TO FORM:

Rob Allibon, City Attorney