



**Agenda
Crowley City Council
December 18, 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 - December 18, 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. 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 December 4, 2025

IV. Public Hearings

1. Hold a Public Hearing to consider approving Ordinance No 12-2025-581, an ordinance amending the City's Schedule of Rates, Fees, and Charges (Appendix A, Section 1, Subsection 18.5 of the City's Code of Ordinances) to implement a phased increase of the City's Stormwater (Drainage) Utility Fee such that the proposed fee will be \$5.00 per Equivalent Residential Unit (ERU) on January 1, 2026 and increase by \$0.50 per ERU each fiscal year to a maximum fee of \$7.00 per ERU in 2030.

V. City Business

1. Discuss and consider approval of Ordinance No. 12-2025-578 approving a Developer Participation Agreement with Beach RealCo 2, LLC., pursuant to Subchapter C, Chapter 212, Texas Local Government Code, regarding the construction of stormwater drainage improvements.
2. Discuss and consider adopting Ordinance 12-2025-582, and ordinance of the City of Crowley, Texas, amending Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances by updating Table 17 "Water and Wastewater Fees," and Table 18 "Water and Sanitary Sewer Rates."

3. Discuss and consider adoption of Resolution R12-2025-473 declaring certain property surplus to the City's needs; authorizing its sale; authorizing staff to place surplus items up for auction; and providing an effective date.
4. Discuss and consider approving an amendment to the City of Fort Worth Interlocal Agreement for participation in the Environmental Collection Center Household Hazardous Waste Program for a rate increase per household visit; and consider adoption of Ordinance 12-2025-583, an Ordinance of the City Council of the City of Crowley, Texas, amending Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances by updating section (19.1) Household Hazardous Waste Voucher; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing for publication; and providing an effective date.
5. Consider and discuss approval of a Memorandum of Understanding between the City of Crowley, acting through the Crowley Recreation Center, and TexWest Sports Group, LLC, doing business as Jump Start Sports Camps & Programs, for the provision of children's sports programming.

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 December 18, 2025 at 7:00 PM is a true and correct copy posted on December 12, 2025 at 4:00 pm at Crowley City Hall, a place convenient and readily accessible to the public at all

times.

Carol C Cannady

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:	Meeting Date: December 18, 2025
Department:	Agenda Item: III.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on December 4, 2025	

Background:

Recommendation:

Financial Information:

Attachments:

1. 12042025 CC WS Minutes
2. 12042025 CC Reg Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD DECEMBER 4, 2025. The City Council of the City of Crowley, Texas met in Work Session on Thursday, December 4, 2025, at 6:30 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

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

Present were

Council Member Tina Pace (arrived 6:32p.m.), Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Matt Foster, Council Member Scott Gilbreath, Mayor Billy Davis

City staff included:

City Manager, Lori Watson

Asst City Manager, Cristina Winner

Asst City Manager, Matt Elgin

City Attorney, Rob Allibon

City Secretary, Carol Cannady

Fire Chief, Pleasant Brooks

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

Public Works Director, Mike Rocamontes

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Media Relations Coordinator, Jay Hinton

Downtown Events Coordinator, Julie Hepler

Absent:

Council Member Jim Hirth

Consent Agenda

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

No discussion

2. Receive and accept the Quarterly Investment Report(s) - 3rd and 4th Quarters of 2025

No discussion

Public Hearings

1. Hold a public hearing, discuss, and consider approval of Ordinance # 12-2025-580 requested by Greenroad Construction, LLC on behalf of FNR 1005 South Crowley Series LLC for a Specific Use Permit to allow a temporary break room and administrative offices during a building remodel for TotalCare located at 1005 S Crowley Rd, legal description Deer Creek Estates-Crowley Block 1 Lot BR1, Tarrant County, Texas. **Case # SUP-2025-001**

No discussion

City Business

1. Discuss and consider approval of a request by Trailview Church for a waiver from the subdivision regulations requiring sidewalks to be constructed at time of platting, specifically Section 98-41 “Adequacy of specific facilities,” requiring all lots to be platted to be connected to the city public facility systems, Section 98-35 “Improvements on undeveloped land”, requiring engineered construction documents as part of a plat, and Section 98-39 “Guarantee of public improvements, requiring developer to provide a financial guarantee for the costs of public improvements.

Planning and Community Development Director Rachel Roberts explained that the property at 405 S. Beverly has been transferred to Trailview Church, which is planning renovations. Staff determined the property must be platted due to required utility upgrades, triggering sidewalk installation requirements. The church is requesting a waiver to delay sidewalk construction, proposing to complete them within five years, during a later development phase, or alongside a future city sidewalk project.

Staff acknowledges the church’s constraints but note that sidewalks would improve walkability and that phased construction is standard practice. Staff recommends approving the waiver only with a development agreement and bond to ensure sidewalks are eventually built. The Planning & Zoning Commission reviewed the request on November 10 and recommended approval with staff’s conditions.

2. Authorize the City Manager or designee to execute a contract with SAFEbuilt Texas, LLC for building inspection, plan review, and related services

No discussion

3. Discuss and consider canceling the Regular Scheduled meeting for January 1, 2026.

City Manager Lori Watson added that the council could still hold a special called meeting if necessary in-between the mid-December and mid-January meetings

4. Discuss and consider Resolution R12-2025-472 authorizing the Assistant City Manager to serve as the City’s designated representative for the Texas Parks & Wildlife Local Park Grant Program and approving submission of the grant application for Bicentennial Park.

No discussion

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:41 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD DECEMBER 4, 2025. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, December 4, 2025, at 7:00 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

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

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Matt Foster, Council Member Scott Gilbreath, Mayor Billy Davis

City staff included:

City Manager, Lori Watson

Asst City Manager, Cristina Winner

Asst City Manager, Matt Elgin

City Attorney, Rob Allibon

City Secretary, Carol Cannady

Fire Chief, Pleasant Brooks

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

Public Works Director, Mike Rocamontes

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Media Relations Coordinator, Jay Hinton

Downtown Events Coordinator, Julie Hepler

Absent:

Council Member Jim Hirth

Invocation and Pledge of Allegiance to the American and Texas Flags

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

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on November 20, 2025.
2. Receive and accept the Quarterly Investment Report(s) - 3rd and 4th Quarters of 2025

Council Member Jesse Johnson made the motion to Approve the consent agenda items as presented; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Public Hearings

1. Hold a public hearing, discuss, and consider approval of Ordinance # 12-2025-580 requested by

Greenroad Construction, LLC on behalf of FNR 1005 South Crowley Series LLC for a Specific Use Permit to allow a temporary break room and administrative offices during a building remodel for TotalCare located at 1005 S Crowley Rd, legal description Deer Creek Estates-Crowley Block 1 Lot BR1, Tarrant County, Texas. **Case # SUP-2025-001**

Planning and Community Development Director Rachel Roberts explained to council that TotalCare is remodeling its building. During construction, the breakroom and administrative offices will be unavailable, so the contractor has requested a portable building to temporarily house these functions.

While a temporary construction office is permitted by right, the proposed use as a breakroom and administrative offices does not meet that definition, requiring a Specific Use Permit (SUP).

Staff determined the request is consistent with the Comprehensive Land Use Plan and complies with zoning requirements. The portable building will not reduce parking, impede pedestrian circulation, or create adverse impacts such as noise or light nuisances. Its placement is necessary because nearby parking in Burleson is not served by utilities, and adequate parking remains available on site.

The Planning & Zoning Commission held a public hearing on November 10 and unanimously recommended approval with conditions. The conditions recommended by P&Z include: (1) The portable building may be used only as a temporary structure to support the remodel and must be removed within 30 days after a certificate of occupancy is issued for the permanent breakroom and administrative offices; and (2) The SUP will expire on January 31, 2027, unless extended or renewed by City Council; a new SUP would be required if the remodel is not completed by that date.

Council Member Matt Foster made the motion to Approve Ordinance No 12-2025-580; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 6-0.

City Business

1. Discuss and consider approval of a request by Trailview Church for a waiver from the subdivision regulations requiring sidewalks to be constructed at time of platting, specifically Section 98-41 “Adequacy of specific facilities,” requiring all lots to be platted to be connected to the city public facility systems, Section 98-35 “Improvements on undeveloped land”, requiring engineered construction documents as part of a plat, and Section 98-39 “Guarantee of public improvements, requiring developer to provide a financial guarantee for the costs of public improvements.

Council Member Jesse Johnson made the motion to Approve the waiver from the subdivision regulations requiring sidewalks to be constructed at the time of platting with the conditions that Trailview Church enter into a Developer Agreement and provide a bond; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

2. Authorize the City Manager or designee to execute a contract with SAFEbuilt Texas, LLC for building inspection, plan review, and related services

Council Member Tina Pace made the motion to Approve authorizing the City Manager to execute a contract with SAFEbuilt Texas LLC; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

3. Discuss and consider canceling the Regular Scheduled meeting for January 1, 2026.

Council Member Jerry Beck made the motion to Approve canceling the Regularly Scheduled meeting for January 1, 2026; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

4. Discuss and consider Resolution R12-2025-472 authorizing the Assistant City Manager to serve as the City's designated representative for the Texas Parks & Wildlife Local Park Grant Program and approving submission of the grant application for Bicentennial Park.

Council Member Tina Pace made the motion to Approve Resolution R12-2025-472; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Public Comment

None

Items of Community Interest

Downtown Coordinator reminded everyone of the upcoming Christmas in Crowley scheduled for Saturday, December 6, 2025 in the plaza.

Council Member Matt Foster reminded everyone of the upcoming Chamber Luncheon on December 11, 2025.

Executive Session

N/A

Reconvene and Take Action from Executive Session

N/A

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:12 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: December 18, 2025
Department: Water & Wastewater	Agenda Item: IV.1.
Subject: Hold a Public Hearing to consider approving Ordinance No 12-2025-581, an ordinance amending the City's Schedule of Rates, Fees, and Charges (Appendix A, Section 1, Subsection 18.5 of the City's Code of Ordinances) to implement a phased increase of the City's Stormwater (Drainage) Utility Fee such that the proposed fee will be \$5.00 per Equivalent Residential Unit (ERU) on January 1, 2026 and increase by \$0.50 per ERU each fiscal year to a maximum fee of \$7.00 per ERU in 2030.	

Background:

During the November 6, 2025, work session presentation, Teague, Nall and Perkins provided a review of past projects and expenses, new and upcoming potential projects with proposed expenses, potential equipment and staff acquisitions to perform various projects. The presentation also reviewed potential revenue projections realized by various fee adjustments. In conjunction with previous TNP's recommendations, staff recommends adopting a utility fee increase as outlined in ordinance ORD 12-2025-581.

Recommendation:

Staff recommends approval and adoption of the ordinance as presented.

Financial Information:

None

Attachments:

1. ORD 12-2025-581 SWUF Fee adjust

ORDINANCE NO 12-2025-581

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS AMENDING APPENDIX A, SCHEDULE OF RATES, FEES AND CHARGES OF THE CODE OF ORDINANCES BY AMENDING SUBSECTION 18.5 (STORMWATER (DRAINAGE) UTILITY FEES) TO REVISE THE MONTHLY RATE FOR THE STORMWATER (DRAINAGE) UTILITY FEE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the fee schedule of the City of Crowley has been codified as Appendix A of the Crowley Code of Ordinances; and

WHEREAS, on October 6, 2011, the City Council of the City of Crowley adopted Ordinance No. 10-2011-171 to establish a Stormwater (Drainage) Utility System; and

WHEREAS, on October 6, 2011, the City Council of the City of Crowley also adopted an amendment to the Schedule of Rates, Fees and Charges (Appendix A) by adding Subsection 18.5 entitled Stormwater (Drainage) Utility Fees establishing the rates for the Stormwater (Drainage) Utility fee with an effective date of July 1, 2012 and a scheduled increase from \$1.75 per Equivalent Residential Unit (ERU) per month to a fee of \$4.00 per ERU per month in FY2021; and

WHEREAS, the Municipal Drainage Utility Systems Act (the “Act”), Texas Local Government Code 552.042 et seq., as amended, authorizes the City to prescribe a basis upon which to fund the municipal Drainage Utility System, to assess the fees and charges to support the Municipal Drainage Utility System, and to adjust the rates and charges from time to time; and

WHEREAS, the City of Crowley has analyzed its rates and stormwater utility system needs and has determined that a fee adjustment is warranted; and

WHEREAS, pursuant to Section 552.045 of the Texas Local Government Code, the City Council provided public notice in the Fort Worth Star-Telegram three times before the date of the public hearing, with the first publication occurring on November 17, 2025, said date being on or before the 30th day before the date of the hearing in accordance with the requirements of the Act; and

WHEREAS, the City Council held a public hearing regarding the proposed revised rates for the municipal stormwater (drainage) utility system on December 18, 2025,

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

SECTION 1.

Appendix A, Section 1 (Schedule of Rates, Fees, and Charges), Subsection 18.5.c (Stormwater (Drainage) Utility Fees, Schedule of Monthly Fees and Rates) of the Code of the City of Crowley, Texas is hereby amended in its entirety to read as follows:

“c. Schedule of monthly fees and rates. The monthly stormwater (drainage) utility fee shall be as follows:

1. The monthly stormwater (drainage) utility fee for each residential dwelling unit or ERU and for each nonresidential parcel (based on the impervious area measured in square fee) shall be as follows beginning January 1, 2026 and subsequently on October 1 of each fiscal year:

Fiscal Year	Residential ERU Fee	Nonresidential Fee per SF
FY 2026	\$5.00	\$0.0020
FY 2027	\$5.50	\$0.0022
FY 2028	\$6.00	\$0.0024
FY 2029	\$6.50	\$0.0026
FY 2030	\$7.00	\$0.0028

“

SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that all the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction,, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

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

PASSED AND APPROVED ON THIS 18TH DAY OF DECEMBER 2025

CITY OF CROWLEY, TEXAS

Mayor, Billy P. Davis

ATTEST:

APPROVED AS TO FORM:

Carol Cannady, City Secretary

Rob Allibon, City Attorney



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: December 18, 2025
Department: Asst City Managers	Agenda Item: V.1.
Subject: Discuss and consider approval of Ordinance No. 12-2025-578 approving a Developer Participation Agreement with Beach RealCo 2, LLC., pursuant to Subchapter C, Chapter 212, Texas Local Government Code, regarding the construction of stormwater drainage improvements.	

Background:

The stormwater utility line that serves the intersection of Crowley Road and Deer Creek Blvd was discovered to be undersized. The line is a public utility that was constructed around 2003.

The developer that is working on the site which this utility transects has requested this utility be corrected prior to their commercial business opening. The undersized line currently contains a relief grate that allows stormwater to surface drain onto their site. They have proposed capping the inlet, which the city engineer has advised against. The city engineer in partnership with the developer have arrived at a temporary solution to allow the developer to continue with the project.

The city may enter into a developer participation agreement pursuant to Local Government Code (LGC) chapter 212 Subchapter C to accomplish this project. The LGC regulates city participation to 30% of the total contract price. Staff has been working with the engineer and the developer to determine if any other option would be viable other than replacing the undersized line with an adequate size, to no avail.

Recommendation:

Staff recommends approval of the Ordinance as referenced authorizing the agreement.

Financial Information:

The improvements are to a city-managed utility and can be funded from the Stormwater Fund. The cost based on the estimate will be \$3,974.70 and not to exceed \$5,000 if mutually approved change orders exist.

Attachments:

1. ORD Storm BC 12_18_2025
2. Developer Participation Contract ME Rev 1_BC Signed

ORDINANCE NO. 12-2025-578

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING A DEVELOPER PARTICIPATION AGREEMENT FOR LOCAL GOVERNMENT PARTICIPATION IN THE CONSTRUCTION OF A STORMWATER FACILITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Texas Local Government Code Section 51.012, the City has general authority to adopt an ordinance not inconsistent with state law, that is in the best interest, welfare, or good order of the municipality; and

WHEREAS, Beach Real Co 2, LLC., the “DEVELOPER”, is the owner of certain real property located within the corporate limits of the City; and

WHEREAS, the City of Crowley and Developer are authorized to enter into this agreement under applicable law, including but not limited to Subsection C, Chapter 212, Local Government Code; and

WHEREAS, at the completion of the project, the City of Crowley shall inspect, approve and receive from the DEVELOPER, the installed stormwater improvements as CITY owned facilities; and

WHEREAS, the City of Crowley, authorizes a Developer Participation Agreement for construction of stormwater facilities as defined by Exhibit A to this ordinance. The authorized representative of the City of Crowley is authorized to execute all documents necessary to complete this transaction.

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

SECTION 1.

That the City Council authorizes a Developer Participation Agreement (Exhibit “A”) with the Developer for the construction a storm water facility on property within the limits of Crowley.

SECTION 2.

The Crowley City Manager, or her designee, is authorized to execute all documents necessary to complete this transaction.

SECTION 3.

That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 4.

This Ordinance shall take effect upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY,
TEXAS ON THIS 18TH DAY OF DECEMBER, 2025.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

APPROVAL:

Rob Allibon, City Attorney

DEVELOPER PARTICIPATION CONTRACT

This Contract is made and entered into on this the 18 day of December, 2025, by and between the City of Crowley, a Texas municipal corporation (hereinafter called "City"), and Beach Real Co 2, LLC, a Texas business (hereinafter called "Developer").

WHEREAS, Subchapter C of Chapter 212 of the Texas Local Government Code allows a municipality to be exempted from competitive bidding procedures in cases where the municipality enters into a contract with a developer of a subdivision of land in the municipality, in which the municipality agrees to participate in the cost of public improvement projects related to the development; and

WHEREAS, the Developer is developing a project to be a Beach Club Car Wash located generally 1032 S. Crowley Road in the City of Crowley (the "Project"); and

WHEREAS, in conjunction with developing the Project, the Developer desires to construct and install a raised vent cap on an existing underground drainage facility of the City on the property in order to facilitate the drive access for the Project (the "Public Improvements"); and

WHEREAS, the City and the Developer agree to share the expense of these Public Improvements as permitted by Subchapter C, and as set forth in this Contract; and

WHEREAS, the City's participation in the Public Improvements shall not exceed thirty percent (30%) of the total contract price of the Public Improvements, in accordance with Section 212.072(b), Texas Local Government Code.

NOW, THEREFORE, for the promises and consideration stated herein, the parties do hereby agree as follows:

I. PUBLIC IMPROVEMENTS

(a) Construction of Public Improvements. The Developer hereby agrees to construct the Public Improvements in accordance with plans and specifications which have been approved by the City and described on Exhibit A attached to and fully incorporated into this Contract. All Public Improvements shall be provided by the Developer, in accordance with all applicable ordinances or other development regulations of the City including the City's Subdivision Ordinance.

(b) The Developer shall employ a contractor reasonably acceptable to the City for the construction of the Public Improvements.

(c) No work on the Public Improvements shall commence until the plans and specifications for the work have been released by the City Engineer. Construction of the Public Improvements shall be subject to review by the City Engineer to evaluate conformance with the construction plans, project specifications, and any applicable City standards

(d) Developer shall ensure that the contractor performing the work on the Public Improvements shall comply with all local, state and federal laws, rules and regulations, including

those regulations relating to drainage, flood control, runoff, erosion, pollution, hazardous materials, and any other control and mitigation requirements related thereto.

(e) Upon completion of construction of the Public Improvements required by this Contract, the Developer shall deliver to the City a set of as-built construction plans of the Public Improvements, in a form satisfactory to the City Engineer, and the Developer shall deliver to the City an executed release of lien from the Contractor before the City issues final acceptance of the Public Improvements.

II. CITY FINANCIAL PARTICIPATION

(a) The City hereby agrees to participate in the cost of the Public Improvements, in accordance with the terms and conditions of this Contract and subject to all applicable laws, regulations, and ordinances.

(b) The City shall reimburse Developer after final acceptance of the Public Improvements in an amount not to exceed thirty percent (30%) of the cost of the construction and installation of the Public Improvements for the Project estimated to be \$3,974.70 based on the cost estimates of the Public Improvements attached as Exhibit B and incorporated into this Contract.

(c) The parties agree that the City's actual payment to Developer shall be determined according to Developer's actual costs of completing the Public Improvements if the actual costs are less or more than the estimated amount, but not to exceed \$5,000 without prior written approval by the City.

III. COMPETITIVE BIDDING

The Developer shall not be required to comply with the competitive bidding requirements of state law for the construction of the Public Improvements as the City's participation shall not exceed thirty percent (30%) of the total contract price of the Public Improvements.

IV. INSURANCE AND BONDS

(a) The Developer shall obtain or cause the Contractor to obtain and shall furnish to the City policies or proof of insurance in accordance with the City's standard development regulations.

(b) Upon completion of construction, and acceptance of the Public Improvements by the City, the Developer shall provide the City with a maintenance bond as follows:

Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) of the total cost of the Public Improvements, 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 from the City indicating that the Public Improvements have been completed by the Developer and accepted by the City.

(c) 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, and the City, shall retain the right to reject any surety company for any work under this Contract regardless of such company's authorization to do business in the State of Texas.

V. PAYMENT BY CITY

The City shall reimburse the Developer for its actual costs in constructing the Public Improvements in an amount not to exceed the amount set forth in Article II of this Contract. The Developer shall make monthly reports to the City, accompanied by all invoices and other supporting documentation, and with certification provided by the Engineer of Record, as to the quantities and costs of the associated work performed. The City's agreed share of the costs of the Public Improvements shall be paid within thirty (30) days of issuance of a Letter of Acceptance, as provided in Article VI of this Contract. Payment shall be subject to the City's verification of the costs of the Public Improvements and that the work has been completed in accordance with the plans and specifications.

VI. ACCEPTANCE OF PUBLIC IMPROVEMENTS

(a) Acceptance of the Public Improvements by the City shall be only by a Letter of Acceptance signed by and the City Engineer. The City will not issue a Letter of Acceptance until the Public Improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer. However, upon Substantial Completion, the City Engineer shall present a "punch list" indicating those outstanding items and deficiencies that need to be addressed for Final Completion of the Public Improvements.

(b) Upon issuance of a Letter of Acceptance, title to all Public Improvements mentioned herein above shall be vested in the City and the Developer 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. By acceptance of the Public Improvements and payment to Developer, City does not waive any claims arising from the work.

VII. GENERAL PROVISIONS

(a) **Mutual Assistance.** Developer and the City shall do all things necessary or appropriate to carry out the terms and provisions of this Contract and to aid and assist each other in carrying out the terms and provisions hereof.

(b) **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Contract, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

(c) **Indemnity.** Developer, its officers, agents, employees, successors and assigns do hereby fully release and agree to, indemnify and hold harmless 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, arising out of or in

connection with the construction of the Public Improvements, or resulting from or in any way connected with this Contract.

(d) **Entire Agreement.** This Contract contains the entire agreement between the parties with respect to the transaction contemplated herein.

(e) **Amendment.** This Contract may only be amended, altered, or revoked by a written instrument signed by Developer and the City.

(f) **Assignment.** Developer may not assign all or any part of its rights and obligations hereunder without prior written approval of the City.

(g) **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Developer: Beach RealCo 2, LLC.
Attention: Christopher Burrows
Chief Financial Officer
211 East 7th Street, Suite 620
Austin, Tx 78701-3218

City: City of Crowley
Attention: Lori Watson, City Manager
201 E. Main
Crowley, Texas 76036

(h) **Interpretation.** Regardless of the actual drafter of this Contract, this Contract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

(i) **Applicable Law.** This Contract is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Tarrant County, Texas. Developer agrees to comply with all federal, state and local laws, rules or regulations that apply to its performance under this Contract.

(j) **Severability.** In the event that any provision of this Contract is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Contract which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

(k) **Approval by City of Crowley, Texas.** This Contract was approved by the City

Council at its meeting on December 18, 2025.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED this, the 2nd day of DECEMBER, 2025.

BEACH REALCO 2, LLC



Christopher Burrows, CFO

CHRISTOPHER BURROWS
Printed Name

CITY OF CROWLEY

Lori Watson, City Manager

ATTEST:

City Secretary

Province Alberta
THE STATE OF TEXAS §
City §
COUNTY OF Edmonton §

BEFORE ME, the undersigned, a Notary Public in and for said ~~County and State~~ ^{Province City}, on this day personally appeared Christopher Burrows, known to me as the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the Beach Realco 2, LLC, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 2nd day of December, 2025.

My Commission Expires:

N/A

al. Matour
Notary Public in and for the ~~State of Texas~~

Province of Alberta

Ali Matour
Barrister, Solicitor & Notary Public

EXHIBIT “A”

PUBLIC IMPROVEMENTS

LOT 16R1, BLOCK 1
STONE GATE PLAZA ADDITION
CAB. A, SL. 12469
P.R.T.C.T.

S45°02'36" E
277.75'

S44°42'43" W
68.46'

S48°50'14" W
54.82'

N86°38'29" W
51.73'

JOHN JONES ROAD
FARM TO MARKET HIGHWAY NO. 731

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND

- PROPERTY LINE
- - - EASEMENT LINE
- ||||| BUILDING
- ||||| ASPHALT
- ||||| CONCRETE
- X-X- FENCE LINE
- Ø POWER POLE
- E- OVERHEAD POWER
- (CM) CONTROLLING MONUMENT
- ⇒ DIRECTION OF DRAINAGE

REVIEWED
City of Crowley
Released for Construction
Date 11/3/2025
Ryan Jara
City Engineer



Site Plan
Grate Inlet Cover Plan
Lot 16R1, Block 1
Stone Gate Plaza Addition
City of Crowley, Tarrant County, Texas

TUCKER
SURVEYORS

P.O. Box 1855
Burleson, Texas 76097
Office: 817-295-2999
Fax: 817-295-3311

Job No. 202510005

EXHIBIT “B”

ESTIMATED COSTS



Estimate

4642 E. FM 1187
Burleson, TX 76028

Date	Estimate #
10/9/2025	521663

Name / Address
Beach Club Car Wash - Crowley Brittni Pierce

Project

Description	Qty	Rate	Total
Beach club Crowley Raise concrete flume to match existing grades , install a metal traffic rated grate 4x4 , install curb around flume area		13,249.00	13,249.00
		Total	\$13,249.00

ALL PERMITS, TESTING, INSPECTIONS & BONDING FEES ARE THE CUSTOMERS RESPONSIBILITY.



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: December 18, 2025
Department: Admin	Agenda Item: VII.2.
Subject: Update Utility Fee Schedule	

Background:

The City has received a request from the ISD for a meter size that is not currently included in the City's approved meter schedule. Adoption of the updated schedule would establish a corresponding water and sewer base rate for a 6" meter. Additionally, the City does not presently charge a fee for inspection of new construction water and sewer taps. Implementing these fees would allow the City to recover costs associated with providing these inspection services.

During the review of these proposed changes—along with a comparison to surrounding cities—it became evident that the City's existing fees are significantly below current market and regional standards. Water rates and related fees have not been updated since 2018. Below is a comparison of the current charges and the proposed changes for the Water and Sewer base rates:

	Current	Proposed	Difference
5/8	\$17.99	\$19.99	\$2.00
1	\$18.99	\$26.99	\$8.00
1.5	\$36.99	\$52.99	\$16.00
2	\$54.99	\$78.99	\$24.00
3	\$69.99	\$115.99	\$46.00
4	\$99.99	\$165.99	\$66.00
6	\$-	\$335.99	\$335.99

Recommendation:

Staff recommend council adopt the fee schedule as presented.

Financial Information:

The adoption of these fees would cover the cost the City incurs for providing these services.

Attachments:

1. Exhibit A Sec. 1. ___ Schedule_of_rates_fees_and_charges council 12-18-25

ORDINANCE NO. 12-2025-582

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING APPENDIX A, SCHEDULE OF RATES, FEES AND CHARGES, OF THE CODE OF ORDINANCES BY AMENDING TABLE 17 “WATER AND WASTEWATER FEES,” AND TABLE 18 “WATER AND SANITARY SEWER RATES”; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the fee schedule of the City of Crowley, has been codified as Appendix A of the Crowley Code of Ordinances; and

WHEREAS, Appendix A of the Code of Ordinances establishes various fees for City services associated with the administration, investigation, and implementation of ordinances and regulations applicable to development and other activities; and

WHEREAS, the City Council now desires to amend its schedule of fees by amending the fees listed in Table 17 “Water and Wastewater Fees,” and Table 18 “Water and Sanitary Sewer Rates” of Appendix A: Schedule of Rates, Fees and Charges, as shown on the attached ‘Exhibit A’;

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

SECTION 1.

That Appendix A: Schedule of Rates, Fees and Charges of the Code of Ordinances of the City of Crowley, Texas, be and is hereby amended as set forth in the attached Exhibit "A", which is incorporated by reference herein.

SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect

any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

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

PASSED AND APPROVED ON THIS 18th DAY OF DECEMBER, 2025.

CITY OF CROWLEY, TEXAS

Mayor, Billy P. Davis

ATTEST:

Carol Cannady, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT 'A'

Sec. 1. - Schedule of rates, fees and charges.

The following are the schedule of rates fees and charges set by the city council:

(17) Water and Wastewater Fees:

Initial water service deposit	\$135.00
#1 Cut-off additional deposit	\$0.00
** After the first cut-off, an additional deposit of \$30.00 will be charged to your account for each additional cut-off until the total deposit is equal to or greater than the highest account balance.	
New account/service charge	\$15.00
Transfer Fee	\$10.00
Meter Setting Fees:	
5/8-inch meter	\$ 500.00
1-inch meter	\$635.00
1 ½ - inch meter	\$1,982.00
2-inch meter	\$3,146.00
Larger Sizes	Contact public works for a quote
Meter Box	
Under two-inches	\$125.00
Two-inches or larger	\$450.00
Labor to install or replace meter box	\$45.00
Labor – other - Minimum one hour per person	\$45.00/hour/person

Customer damage to curb stop	\$100.00 plus material and labor cost
Customer cut lock fee	\$100.00 plus cost of lock
Water Tap Fees:	
5/8 - inch and 1-inch meter (in easement)	\$1,000.00
Additional cost will be charged if street cut is required	Contact public works for a quote
1 ½ -inch and 2-inch meter (in easement)	\$1,200.00
Additional cost will be charged if street cut is required	Contact public works for a quote
Larger sizes	Contact public works for a quote
Wastewater Tap Fees:	
Four – inch tap	\$1,000.00
Additional cost will be charged if street cut is required	Contact public works for a quote
Larger sizes	Contact public works for a quote
Repair/replacement parts and labor	Actual cost of materials and \$45.00 hour/per person with a one hour minimum.
Reconnection Fees:	Amount
Regular business hours 7:30 am to 5:30 pm, Monday through Thursday, Friday 7:30 am to 11:30 am.	\$20.00
After hours, Saturdays, Sundays and holidays	\$40.00

(18) Water and sanitary sewer rates

Water Rates	
a. Monthly rates inside the City Limits	
Minimum base rate per meter size	
5/8 - inch	\$19.99
1 - inch	\$25.99
1 ½ - inch	\$52.99
2 - inch	\$78.99
3 - inch	\$115.99
4 - inch	\$165.99
6 – inch	\$335.99
Gallon Charge	
Up to 2,000 gallons, per 1,000 gallons (all meter sizes)	\$2.50
3,000 – 10,000 gallons, per 1,000 gallons (all meter sizes)	\$4.92
11,000 - 25,000 gallons, per 1,000 gallons (all meter sizes)	\$5.46
26,000 – 75,000 gallons, per 1,000 gallons (all meter sizes)	\$5.99
All over 76,000 gallons, per 1,000 gallons (all meter sizes)	\$6.26
b. Monthly rates outside the city limits	
Minimum base rate (includes \$4.00 administrative fee)	
5/8 - inch	\$24.99

1 - inch	\$32.99
1 ½ - inch	\$58.99
2 - inch	\$84.99
3 - inch	\$238.99
4 - inch	\$371.99
6 – inch	\$450.99
Gallon Charge	
Up to 2,000 gallons, per 1,000 gallons (all meter sizes)	\$2.50
3,000 – 10,000 gallons, per 1,000 gallons (all meter sizes)	\$4.92
11,000 - 25,000 gallons, per 1,000 gallons (all meter sizes)	\$5.46
26,000 – 75,000 gallons, per 1,000 gallons (all meter sizes)	\$5.99
All over 76,000 gallons, per 1,000 gallons (all meter sizes)	\$6.26
Rate for bulk water, per 1000 gallons	9.00
Monthly base fee for 3 – inch fire hydrant bulk water meter	\$ 143.99
Bulk water deposit	\$ 2,500.00
Bulk water administrative account fee	\$40.00
Water main extensions in streets, alleys and easements	
Per front foot of the lot or tract of land to which water service may be provided	\$ Actual cost

New Construction Water Service Inspection Fees	
Final Water Box	\$20.00
Sanitary sewer base rates:	
5/8 - inch	\$19.99
1 inch	\$25.99
1 ½ - inch	\$52.99
2 - inch	\$78.99
3 - inch	\$115.99
4 - inch	\$165.99
6 - inch	\$335.99
Residential sewer rates (all meter sizes)	
Up to 2,000 gallons, per 1,000 gallons	\$2.50
All over 3,000 gallons per 1,000 gallons	\$3.75 (12,000 maximum)
Industrial and Commercial Sewer Rates (all meter sizes)	
Up to 2,000 gallons	\$2.50
All over 3,000 per 1,000 gallons	\$3.75 (no maximum)
Commercial / Industrial surcharges	See section 86-628 “monitored group”
Impact Fees or capital recovery cost	See section 86-693

Transportation of liquid waste permit:	
First vehicle (annual)	\$100.00
Each additional vehicle (annual)	\$ 20.00
Sewer main extensions in streets, alleys easements:	
Per front foot of the lot or tract of land to which sewer service may be provided	Actual cost
Sewer Service Line Inspection Fees	
Camera Sewer Service Line	\$50.00
Sewer Service Line Cleaning	\$150.00
Reconnection Fees:	Amount
Regular business hours 7:30 am to 5:30 pm, Monday through Thursday, Friday 7:30 am to 11:30 am.	\$20.00
After hours, Saturdays, Sundays and holidays	\$40.00

Table 18.1 and all other tables to remain as is.



City of Crowley, Texas City Council Agenda Report

Presenter: Kit Long	Meeting Date: December 18, 2025
Department: Police	Agenda Item: V.3.
Subject: Discuss and consider adoption of Resolution R12-2025-473 declaring certain property surplus to the City's needs; authorizing its sale; authorizing staff to place surplus items up for auction; and providing an effective date.	

Background:

Staff is seeking City Council approval to authorize the sale or disposal of surplus property acquired through asset forfeiture proceedings. The City will utilize Beard's Towing Service to conduct the auction of the surplus items. Proceeds from the sale will be deposited into the Department Seizure Fund account.

Recommendation:

Staff respectfully requests City Council consideration and approval of the resolution declaring certain property as surplus and authorizing items to be listed for auction or disposal.

Financial Information:

Beard's Towing Service will auction the surplus item at no cost to the city.

Attachments:

1. RES R12-2025-473 PD Surplus

RESOLUTION NO. R12-2025-473

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

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

WHEREAS, the City of Crowley wishes to sell surplus items of value.

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

The described property listed as Exhibit A is hereby declared surplus to the needs of the city. Staff is instructed to publicize and sell all items for the best available price, in accordance with State regulations; and, to dispose of surplus items of no value.

**PRESENTED AND PASS ON THIS THE 18th DAY OF DECEMBER 2025, AT
A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CROWLEY,
TEXAS.**

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Cannady
City Secretary

Exhibit A

2014 Chrysler 300 VIN# 2C3CCABG2EH160019





City of Crowley, Texas City Council Agenda Report

Presenter: Nathan Gonzales	Meeting Date: December 18, 2025
Department: Community Development	Agenda Item: V.4.
Subject: Discuss and consider approving an amendment to the City of Fort Worth Interlocal Agreement for participation in the Environmental Collection Center Household Hazardous Waste Program for a rate increase per household visit; and consider adoption of Ordinance 12-2025-583, an Ordinance of the City Council of the City of Crowley, Texas, amending Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances by updating section (19.1) Household Hazardous Waste Voucher; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing for publication; and providing an effective date.	

Background:

The City of Crowley has had a long-standing agreement with the City of Fort Worth concerning the use of their Environmental Collection Center. The City of Fort Worth has recently increased their service rate from \$95 to \$125. As a result, the City of Crowley must also do so. Use of the Environment Collection Center requires Crowley residents to present a voucher. Vouchers may be obtained from the city's permitting office. This ordinance will update the fees to match the rate the City of Fort Worth charges the City of Crowley.

Recommendation:

Staff recommends approval.

Financial Information:

Although service rates will go up, the rate is essentially a pass-through rate, without incurring additional costs to the city.

Attachments:

1. Ordinance 12-2025-583 Hazard Waste Rate Increase FY26
2. ECC ILA FY26 CROWLEY A2 DRAFT

ORDINANCE NO. 12-2025-583

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING APPENDIX A, SCHEDULE OF RATES, FEES AND CHARGES, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION (19.1) HOUSEHOLD HAZARDOUS WASTE VOUCHER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the fee schedule of the City of Crowley, has been codified as Appendix A of the Crowley Code of Ordinances; and

WHEREAS, the City Council desires to amend the Schedule of Rates, Fees and Charges of the City fee schedule, amending section, (19.1) Household hazardous waste voucher.

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

SECTION 1.

Appendix A, Schedule of Rates, Fees and Charges, of the Code of Ordinances of the City of Crowley, Texas, is hereby amended by adding the below section following section (19) to read as follows:

(19.1) *Household hazardous waste voucher.*

One voucher per household/per year Must be a resident of the City of Crowley Vouchers can be obtained at the Permits Office Must present a current water bill as proof of residency	\$125.00 per voucher
--	----------------------

SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid

judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

That all rights or remedies of the City of Crowley, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding solid waste that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

The caption of this ordinance stating in substance the purpose of this ordinance shall be published one (1) time in a newspaper having general circulation in the City of Crowley, Texas upon passage hereof.

SECTION 6.

This ordinance shall become effective January 1, 2026, and publication is required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 18th DAY OF December, 2025.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

**SECOND AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 49802
AN INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH
AND CITY OF CROWLEY FOR PARTICIPATION IN
THE CITY OF FORT WORTH'S ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This **Second Amendment to Fort Worth City Secretary Contract No. 49802** ("Second Amendment") is made between the City of Fort Worth ("Fort Worth"), a municipal corporation, and City of Crowley, ("Participating City") and located in Tarrant County, Texas acting herein by and through Nathaniel Gonzales, its duly authorized Building Official.

WHEREAS, on September 12, 2013, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49802 (the "Agreement") for participation in the Fort Worth Environmental Collection Center's ("ECC") Household Hazardous Waste Program; and

WHEREAS, on August 22, 2023, Fort Worth and Participating City amended the Agreement ("First Amendment") to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$50.00 to \$95.00; and

WHEREAS, due to rising costs of the program since the execution of the First Amendment, Fort Worth desires to increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

WHEREAS, on September 16, 2025, pursuant to City of Fort Worth Ordinance No. 279977, the Fort Worth City Council authorized the increase of the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$95.00 to \$125.00; and

WHEREAS, Fort Worth and Participating City desire to amend the Agreement to increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event to match the cost authorized by the Ordinance; and

WHEREAS, Fort Worth and Participating City desire to amend the Agreement to clarify the termination and amendment provisions in the Agreement; and

NOW THEREFORE, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

I.
AMENDMENT

1. Section 10 "Compensation", Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:

Participating City agrees to pay Fort Worth the sum of \$125.00 per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated. Fort Worth may, at its option, amend this Agreement to adjust the cost per household visit to the ECC (or per participating household in a Mobile Collection Event) by providing Participating City at least thirty (30) days' written notice prior to the Fort Worth City Council's authorization of an increase to the cost per household visit charge, subject to the Participating City's consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the terms of the Agreement.

II.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

III.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: _____ Name: Valerie Washington Title: Assistant City Manager Date: _____ APPROVAL RECOMMENDED: By: _____ Name: James Keezell Title: Assistant Environmental Services Director ATTEST: By: _____ Name: Jannette S Goodall Title: City Secretary	CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Rex Johnson Title: Environmental Services Supervisor APPROVED AS TO FORM AND LEGALITY: By: _____ Name: M. Kevin Anders, II Title: Assistant City Attorney CONTRACT AUTHORIZATION: M&C: 25-5442 1295: N/A
--	---

Vendor:

CITY OF CROWLEY By: _____ Name: Lori Watson Title: City Manager Date: _____	ATTEST: By: _____ Name: Carol Cannady Title: City Secretary By: _____ Name: Rob Allibon Title: City Attorney
---	--



City of Crowley, Texas City Council Agenda Report

Presenter: Militza Metz	Meeting Date: December 18, 2025
Department: Recreation	Agenda Item: V.5.
Subject: Consider and discuss approval of a Memorandum of Understanding between the City of Crowley, acting through the Crowley Recreation Center, and TexWest Sports Group, LLC, doing business as Jump Start Sports Camps & Programs, for the provision of children's sports programming.	

Background:

The proposed MOU establishes a partnership to provide structured youth sports programming at the Recreation Center. Under this agreement, Jump Start Sports will design, operate, staff, insure, and manage children's sports camps and programs, including registration, equipment, marketing, safety protocols, background checks, and coaching services. The Recreation Center will provide access to facilities and promote the programs through City marketing channels.

The initial program to launch under this partnership is Youth Pickleball, with a planned start in January. Registration will be open to the public and processed through Jump Start Sports' online portal. As compensation for facility use and partnership support, the City will receive 20 percent of gross registration revenue, with Jump Start Sports retaining 80 percent. Jump Start will remit the City's share no later than 15 days after the conclusion of each program session. Either party may terminate the agreement with thirty days' written notice, subject to completion of any session already open for registration.

Recommendation:

Staff recommends approval of the Memorandum of Understanding and authorization to enter into a partnership with Jump Start Sports for the provision of youth sports programming at the Crowley Recreation Center.

Financial Information:

The City will receive 20 percent of gross registration revenue, with Jump Start Sports retaining 80 percent.

Attachments:

1. TexWest Sports Group LLC, DBA Jump Start Sports Camp & Programs MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Crowley Recreation Center, City of Crowley, (the "CRC"), a home rule municipality facility, and TexWest Sports Group LLC, Jump Start Sports Camps & Programs, ("JSS"), a (corporation) organized under the laws of the State of Texas.

RECITALS

WHEREAS, the Crowley Recreation Center ("CRC") and Jump Start Sports ("JSS") wish to collaborate so that JSS may conduct children's sports programs at the Facility, thereby enhancing recreational services to the community.

WHEREAS, the CRC has reached an agreement with JSS to provide children's programming services for individuals wishing to participate in structured youth sports activities.

WHEREAS, CRC and JSS desire to outline their respective responsibilities and mutual commitments for the delivery of these programs through this Memorandum of Understanding ("MOU").

MEMORANDUM OF UNDERSTANDING

NOW, THEREFORE, for the mutual consideration herein stated, the CRC and JSS hereby agree as follows:

1. Services Provided

Description of Services: JSS agrees to provide the following services ("Services"):

- 1.1. Design, organize, manage and operate the youth sports camps and programs as mutually agreed by and among JSS and Partner.
- 1.2. Collect all registration fees.
- 1.3. All participant waivers shall expressly release and indemnify to the extent permitted by law the City of Crowley and CRC in addition to JSS. Copies of the waiver templates shall be submitted to CRC for approval prior to program launch.
- 1.4. Hire, train and manage qualified coaches and staff.
- 1.5. Provide necessary sports equipment and supplies.
- 1.6. Ensure safety measures, including first aid and emergency response protocols and compliance with all youth sports safety laws, rules, regulations required in the applicable jurisdiction.
- 1.7. Market to prospective participants and their families.
- 1.8. Generate appropriate communications to participants and families.
- 1.9. The Services shall be conducted at times and locations mutually agreed to by JSS and Partner.

2. Fees and Expenses

2.1. In consideration of the mutual agreements herein, the CRC and JSS agree to split gross registration revenue as set forth below:

CRC: 20%

JSS: 80%

2.2. JSS shall be responsible for all expenses incurred in connection with the performance of the Services unless otherwise agreed in writing.

2.3 Registration fees will be collected by JSS. JSS shall provide a detailed revenue and attendance report within fifteen (15) days following the conclusion of each program. CRC shall have the right to audit JSS's financial records related to this Agreement with reasonable notice. Any late payments shall accrue interest at 2% per month

3. Term and Termination

3.1 Term:

This Agreement shall commence on the date hereof and shall continue until terminated as provided for herein.

3.2 Termination:

Either party may terminate this Agreement by providing written notice to the other. The effective date of termination shall be thirty (30) days after the date of the written notice. Provided, however, in the event any camp and/or program has been opened for registration by either party, a termination hereunder shall only be effective for such on the last day services are performed

3.3 CRC may immediately terminate this Agreement upon written notice for failure to maintain insurance, non-payment, violation of safety standards, misconduct involving minors, or material breach.

4. Responsibilities of JSS

4.1 Staffing:

JSS shall ensure that all personnel involved in providing the Services are properly trained, qualified, and hold any necessary certifications.

4.2 Registration:

In the event JSS receives registration, JSS will provide to the Partner links to its online registration platform for use in its marketing materials to be distributed as set forth herein.

4.3 Compliance with Laws:

JSS shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the Services.

4.4 Insurance:

Required Minimum Coverage:

\$1,000,000 per occurrence bodily injury/ property damage

\$2,000,000 aggregate

Workers Compensation- Statutory
Sexual Abuse/ Molestation Coverage

JSS shall maintain adequate insurance coverage, including general liability and workers' compensation insurance, as required by Texas law. The City of Crowley shall be named as Additional Insureds on all liability policies. JSS shall provide certificates of insurance annually and upon renewal. Coverage shall be primary and non-contributory. JSS shall provide proof of such insurance to the Partner upon request.

4.5 Background Checks:

JSS shall conduct thorough background checks on all personnel who will interact with participants and shall not employ any individuals, who, in JSS's determination, have disqualifying criminal records. JSS will allow the City to review JSS's definition of disqualifying offenses upon request and require rechecks annually.

4.6 Marketing:

JSS shall promote participation in the youth sports camps and programs, including publicizing the camps and programs on social media, promoting the programs on its website and by including information about these camps and programs with any digital and electronic marketing and printed material distribution conducted by it.

5. Independent Contractor Status:

It is understood and agreed between the parties that the service to be provided for the Partner are provided by JSS as an Independent Contractor. JSS acknowledges and agrees that its personnel are not employees, agents, or representatives of the City. No benefits provided by the City to its employees, including but not limited to, health insurance, retirement benefits, paid leave, or workers' compensation—shall apply to JSS or its personnel.

JSS shall have no authority, express or implied, to bind the City in any manner, including the execution of contracts, commitments, or financial obligations. Nothing in this Agreement shall be construed as granting JSS the authority to act on behalf of the City in any official capacity.

JSS shall maintain full control and responsibility for the hiring, supervision, discipline, and discharge of its personnel. JSS further acknowledges that the City does not direct, control, or assume responsibility for JSS's operational policies, training, or business practices.

JSS shall be solely responsible for any workers' compensation coverage or other insurance benefits required for its personnel and shall indemnify and hold the City harmless for any claims arising from failure to provide such coverage.

6. Responsibilities of the Partner

6.1 Access to Facilities:

The Partner shall provide JSS with access to the necessary facilities, including gyms, fields, and other sports-related areas, at agreed-upon times. JSS shall be responsible for any damage to City facilities caused by its staff or participants. JSS shall not sublease or permit third-party use of the facilities. CRC retains priority scheduling authority.

6.2 Support Staff:

The Partner shall provide any necessary support staff, such as custodians or security personnel, as the Partner deems needed for the proper conduct of the sports programs.

6.3 Registration:

In the event Partner receives registration, Partner will provide to JSS links to its registration platform for use in its marketing materials to be distributed as set forth herein. Partner agrees to promptly deliver to JSS all information related to participants and their families, including but not limited to names, ages, addresses, email addresses, phone numbers and allergies/medical conditions and required waivers and parental consent forms.

6.4 Marketing and Participation:

The Partner shall promote participation in the youth sports camps and programs, including publicizing the camps and programs on social media, in its seasonal recreation booklets, promoting the programs on its website and by including information about these camps and programs with any digital and electronic marketing and printed material distribution conducted by it. Partner agrees to distribute to participants and their families such marketing materials as are provided to them by JSS via email, mail and or hand distribution.

7. Remittance of Registration Fees:

JSS agrees to remit to Partner all amounts due hereunder no later than 15 days after the end of each camp and/or program.

8. Camp/Program Names/Titles Upon termination or expiration of this Agreement, Partner agrees to immediately cease and desist from using, in any manner, the names, logos, trademarks, or any other identifying marks associated with any JSS camp and/or program. Partner acknowledges and agrees that all rights to the names and branding of JSS's camp and programs are the exclusive property of JSS, and any use thereof by Partner after the termination or expiration of this Agreement, without the prior written consent of JSS, shall constitute a breach of this Agreement and may result in legal action. This restriction includes, but is not limited to, any use, marketing, promotional or public-facing materials in any medium. This restriction shall not apply to archival public records, council agendas, reports, or legally required disclosures. This provision shall survive the termination or expiration of this Agreement.

9. Indemnification

To the extent permitted by Texas law, each party shall indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all claims, damages, liabilities, injuries, losses, and expenses, including attorney's fees, arising out of or related to JSS's operations, use of City facilities, staff actions, or program participants except to the extent caused by the City's or JSS's sole negligence.

10. Confidentiality

JSS agrees to keep confidential any information regarding participants and their families or operations that is not publicly available, except as required by law or as necessary to perform the Services. Provided however, JSS shall be entitled to use information obtained by it via registration and/or provided by the Partner to utilize in the normal course of its business, including but not limited to parental communication, staff management, implement safety measures, marketing of future programs and general sales and marketing functions and any other customary and routine operational functions.

11. Miscellaneous

This Agreement is subject to City Council approval and execution by the City Manager or authorized designee.

11.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

11.3 Amendments: Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

11.4 Assignment: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

11.5 Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by email, or sent by certified mail, return receipt requested, to the addresses set forth above.

IN WITNESS WHEREOF, the CRC and JSS have executed this Memorandum of Understanding as of the dates indicated below.

CITY OF CROWLEY, TEXAS

By: _____
Its: _____
Date: _____

ATTEST:

City Secretary

JUMP START SPORTS, _____

By: _____
Its: _____
Date: _____