



**Agenda
Crowley City Council
January 15, 2026
Work Session - 6:30 PM**

**Crowley City Hall
201 E. Main Street
Crowley TX 76036**

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

Work Session - January 15, 2026 - 6:30 PM

I. Call to Order and Roll Call

II. 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 18, 2025

III. Public Hearings

1. Hold a public hearing, discuss, and consider approval of an ordinance requested by The Nehemiah Company to amend Ordinance No. 06-2018-332 (the Karis Planned Development District regulations). The proposed amendment would add a new "4-cluster" lot type and development standards, allow side-entry garages for the 45 ft width lots and create a new 45 ft width lot type to allow front entry garages, and modify the requirements for the 55 ft front-entry garage lots. **Case # ZCA-2025-004. POSTPONED UNTIL FEBRUARY 5, 2026 AT 7:00 PM**

IV. City Business

1. Discuss and consider a Facilities Usage Agreement for the Market on Main 2026
2. Discuss and consider approval of Resolution R01-2026-474 adopting the Tarrant County Hazard Mitigation Action Plan (2026).
3. Discuss and consider adoption of Resolution R01-2026-476 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items for the city for auction.
4. Discuss and consider approval of Resolution R01-2026-475 approving the submission of an application for financial assistance from the Texas Water Development Board to fund improvements to the city's utility system in the maximum amount of \$26,000,000; and other matters in connection therewith.
5. Discuss and consider approval of Resolution R01-2026-477 authorizing an Advance Funding Agreement (AFA) between TxDOT and the City of Crowley for the Main Street Trail Extension project and authorizing the City Manager or her designee to execute the

AFA.

V. Adjournment

I, the undersigned authority, do hereby certify that this Work Session Agenda of the Crowley City Council to be held on January 15, 2026 at 6:30 PM is a true and correct copy posted on January 9, 2026 at _____ am/ 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: January 15, 2026
Department:	Agenda Item: II.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on December 18, 2025	

Background:

Recommendation:

Financial Information:

Attachments:

1. 12182025 CC Work Session Cancelled - Minutes
2. 12182025 CC Reg Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION FOR DECEMBER 18, 2025.

The City Council Work Session scheduled for Thursday, December 18, 2025, at 6:30 PM was canceled because the Crowley Crime Control and Prevention District meeting ran longer than scheduled.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary

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

Present were

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

Invocation and Pledge of Allegiance to the American and Texas Flags

Invocation was given by Medial Relations Coordinator, Jay Hinton, 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 December 4, 2025

Council Member Jim Hirth made the motion to Approve minutes as presented; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 5-0.

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.

Mayor Davis opened the public hearing at 7:03 p.m. and invited anyone wishing to speak to come forward.

Mayor Davis closed the public hearing at 7:04 p.m.

Council Member Jesse Johnson made the motion to Approve Ordinance No 12-2025-581; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented.

Motion carried 5-0.

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.

Council Member Jim Hirth made the motion to Approve Ordinance No. 12-2025-578; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 5-0.

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."

Council Member Tina Pace made the motion to Approve Ordinance No. 12-2025-582; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 5-0.

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.

Council Member Scott Gilbreath made the motion to Approve Resolution R12-2025-473; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 5-0.

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.

Council Member Tina Pace made the motion to Approve the amendment to the City of Fort Worth

Interlocal Agreement for the Environmental Collection Center Household Hazardous Waste Program to a rate increase; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 5-0.

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.

Council Member Jesse Johnson made the motion to Approve a Memorandum of Understanding between the Crowley Rec Center and TexWest Sports Group; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 5-0.

Public Comment

Ms Cynthia Barclay, 1450 Floyd Hampton Rd, addressed Council and Staff to discuss her father, a long-time resident of Crowley, Mr Joe Corthay.

Items of Community Interest

None

Executive Session

None

Reconvene and Take Action from Executive Session

N/A

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:25 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: January 15, 2026
Department: Community Development	Agenda Item: III.1.
Subject: Hold a public hearing, discuss, and consider approval of an ordinance requested by The Nehemiah Company to amend Ordinance No. 06-2018-332 (the Karis Planned Development District regulations). The proposed amendment would add a new “4-cluster” lot type and development standards, allow side-entry garages for the 45 ft width lots and create a new 45 ft width lot type to allow front entry garages, and modify the requirements for the 55 ft front-entry garage lots. Case # ZCA-2025-004. <u>POSTPONED UNTIL FEBRUARY 5, 2026 AT 7:00 PM</u>	

Background:

Earlier this year, the Planning & Zoning Commission considered a request from the Nehemiah Company to amend the regulations for the Karis PD district. The Commission voted to recommend disapproval at that time. The City Council and Planning & Zoning Commission then held a work session to discuss the request, and the applicant then submitted a new application for a code amendment. Staff posted the notices for the case, but the applicant then had some unexpected staff changes, and they now need to push back consideration of this agenda item. They have requested postponement until the Planning & Zoning Commission's January 12 meeting, which will push the request to the City Council's February 5 agenda.

Recommendation:

Financial Information:

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Julie Hepler	Meeting Date: January 15, 2026
Department: Main Street	Agenda Item: IV.1.
Subject: Discuss and consider a Facilities Usage Agreement for the Market on Main 2026	

Background:

The Crowley Market on Main enhances the quality of life for residents by celebrating local culture, encouraging healthy lifestyles, fostering social connections, and attracting visitors to the downtown area, which also supports nearby businesses. In recognition of its significant positive impact, the Texas Downtown Association honored the Crowley Market on Main with the 2025 President's Award for Best Downtown Partner. City staff have also received tremendous positive feedback from the public and have observed the market's meaningful benefits to the community.

Based on its continued success, City staff recommend entering into a Facilities Usage Agreement with Chaz Forester to manage the Crowley Market on Main at Crowley Crossing for the 2026 season. Chaz and Shelby Forester bring several years of experience operating similar markets throughout the region, all of which have been highly successful. Under their leadership, the market has also supported numerous city events and initiatives that benefit the Crowley community.

The Crowley Market on Main features a diverse selection of handmade artisan goods, including soaps, artwork, and jewelry, as well as homegrown and prepared food and beverage items. The market maintains established standards regarding permissible products, and all vendors are required to enter into individual agreements with the market organizers. The market owner/operator is responsible for all operational aspects, including ensuring vendor compliance with applicable federal, state, and local regulations, as well as developing and maintaining a website and social media presence. Additionally, the City retains the option to secure booth space during market hours to promote municipal services and programs.

Recommendation:

Staff recommends approval of the Facilities Usage Agreement for the Crowley Market on Main to operate at the Crowley Crossing in 2026.

Financial Information:

Staff recommends a rental fee of \$500 per month for the 2026 market season (March through December). This rate will undergo an annual evaluation and adjustment during contract renewal.

Attachments:

1. 2026 Market Contract

**FACILITIES USAGE AGREEMENT BETWEEN
CITY OF CROWLEY
AND
CROWLEY MARKET ON MAIN**

This AGREEMENT is made by and between the City of Crowley (“City”) and the Crowley Market on Main (“CMM”), operating under Chaz Forster, Owner/Operator. The City and CMM may sometimes hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the City and Crowley Economic Development Corporation ("EDC") are the owners of the area of land hereinafter called “Crowley Crossing on Main Street”; and

WHEREAS, the City and EDC approved Joint Resolution R04-2024-412 authorizing the City to enter into all operational contracts relating to the Crowley Crossing Plaza on behalf of both the City and EDC; and

WHEREAS, CMM desires to enter into an agreement so that CMM may use a portion of the Crowley Crossing for the purpose of a farmer’s and artisan market; and

WHEREAS, the City and CMM have determined that such an agreement would benefit both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Appointment and Exclusivity**

1. The City hereby designates, appoints and authorizes CMM to be the only renter of the designated space included as Attachment 1 at agreed upon times. CMM hereby accepts such appointment and agrees to discharge its responsibilities as provided herein during the term of this Agreement. It is agreed and understood, however, that the City remains the owner of the property.

**Article II
Rights and Duties of CMM**

- 2.1 CMM will have the right to conduct the market activities on the above- mentioned property upon this agreement’s execution beginning March 1, 2026 until December 20, 2026. The hours of operation shall be limited to between 8:00 AM and 4:00 PM on Sundays; or Friday evenings between the hours of 2:00 PM and 10:00 PM only with prior approval from the Main Street Coordinator. Times outlined in this agreement include set up and tear down of vendor booths.
- 2.2 CMM will have the right to operate up to eight (8) special edition “Date Night” farmers market. Dates for these special edition markets must be pre-approved in writing by the City or it’s representative with 21 days advance notice. Coordination between CMM and the City will ensure there are no conflicting events when a special edition evening market is proposed.

- 2.3 In the event that a Sunday market is canceled due to inclement weather, the market may reschedule to Friday following the canceled date. Coordination between CMM and the City will ensure there are no conflicting events when this occurs. CMM will make the final determination regarding inclement weather and operation of the market.
- 2.4 CMM guarantees a minimum of 25% of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer's Market.
- 2.5 CMM shall cease operation of any particular date at the request of the City with at least 10 days' notice.
- 2.6 The City may authorize CMM, in writing, to use golf carts or other minor equipment for market-related activities. CMM agrees to assume full responsibility for any liability, damages, or losses resulting from such use. Operators must be at least 18 years old and possess a valid Texas driver's license.
- 2.7 CMM acknowledges that the parking spaces located along Hampton Rd are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces CMM intends to utilize, the City shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the market area, CMM shall set-up the market in a way that the vehicle is not impeded from exiting.
- 2.8 CMM agrees to keep and restore the utilized area to an equal or better condition than that prior to any activities. This includes trash and debris pickup. CMM will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by CMM, its officers, agents, employees or invitees.
- 2.9 CMM acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Crowley Crossing Plaza on Main Street and may be utilized as needed.
- 2.10 CMM shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by the Tarrant County Health Department.
- 2.11 Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the City's discretion.
- 2.12 CMM shall be allowed to host food vendors to sample open or time/ temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by the Tarrant County Health Department. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at City's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site).
- 2.13 CMM shall comply with all local, state, and federal regulations, including any and all regulations concerning the sale and distribution of alcoholic beverages and CBD products. CBD products, including oils, lotions, drinks, gummies, etc. Must be labeled and sold according to strict regulations. This includes regulations of the Tarrant County Public Health office when applicable.

- 2.14 CMM and any vendors shall only engage in retail sales of vendor products and artisanal items and other items customarily found in a farmers market for sale to the general public. For purposes of this section, the food trucks authorized in Section 2.11 shall be considered an item customarily found in a farmers market for sale to the general public.
- 2.15 The City of Crowley shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with the operator a minimum of one (1) week in advance.
- 2.16 At such time tenants occupy City Hall adjacent to the Crowley Crossing Plaza, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.
- 2.17 The City shall have the right to approve any promotional marketing and signage for the CMM to ensure materials meet existing sign ordinances and design standards.
- 2.18 CMM and any vendors shall comply with all local, state and federal parking and traffic regulations. Vehicles and trailer are prohibited from driving, stopping or parking on the plaza sidewalks.

Article III Terms

- 3.1 CMM agrees to pay the EDC Five Hundred Dollars (\$500.00) per month for the 2026 market season. The EDC will issue quarterly invoices to CMM on the 1st day of the billing month, with payment due by the 15th of the same month. This rate will be reviewed and adjusted annually during contract renewal. All payments will be made payable to the Crowley Economic Development Corporation.
- 3.2 CMM shall be required to pay Two Hundred Dollars (\$200.00) as a clean-up fee in case the property is not restored to the condition prior to activities. Fee shall be assessed at the City's discretion.
- 3.3 CMM shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated on the Crowley Main Street Market website.

Article IV Insurance and Hold Harmless

- 4.1 CMM agrees to provide the City a certificate of insurance as proof that it has secured and paid for a policy providing general liability insurance covering all risks related to the use, maintenance, existence or location of the areas used under this Agreement. The amounts of such insurance shall not be less than \$1,000,000.00 for personal injury or death, each occurrence. The certificate of insurance shall be provided to the City prior to the issuance of any permit and any usage of the City's property.
- 4.2 City and EDC shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and EDC and providing that such policies may not be cancelled unless City and EDC is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas

and shall be satisfactory to City and EDC. CMM shall provide evidence satisfactory to EDC and City that such coverage has been procured and is being maintained at all times during the term of this Agreement.

- 4.3 CMM SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS EDC AND CITY AND ALL ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY OFFICER, EMPLOYEE, OR OFFICIAL OF THE CITY OF CROWLEY, TEXAS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF CMM, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OR PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH CMM'S OPERATION, MAINTENANCE, USE OR CONDITION OF THE AREAS DESIGNATED FOR CMM'S USE UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

Article V Severability

5. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

Article VI Termination

6. The City retains the sole and exclusive right to terminate this Agreement at any time, provided CMM is notified seven (7) days in advance of said Termination. Should CMM violate any term of this Agreement, the seven- day notice is waived and the Agreement terminates upon notification to CMM by City.

Article VII Independent Contractor

7. In executing this Agreement and in performing their respective obligations, the City and CMM are acting independently and not in any form of partnership or joint venture. The City and EDC assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

Article VIII Miscellaneous

- 8.1 The City may be excused from performance under this Agreement when performance is prevented

as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that City or EDC has prudently and promptly acted to take any and all steps that are within the City's control to ensure performance and to shorten the duration of the event of Force Majeure. If the City suffers an event of Force Majeure, it shall provide notice of the event to the CMM immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.

- 8.2 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To CMM:
Chaz Forster
6521 Asher Rd
Alvarado TX 76009

To the City:
City of Crowley
c/o Lori Watson
201 E Main St
Crowley TX 76036

- 8.3 This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.
- 8.4 This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.
- 8.5 Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.
- 8.6 Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.
- 8.7 This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Tarrant County, Texas.
- 8.8 [This section intentionally left blank.]
- 8.9 Nothing contained in this Agreement shall be construed as a waiver of the City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the City by law, except to the extent expressly provided or necessarily implied herein.
- 8.10 Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any city ordinance or regulation, or the waiver of any requirement of any city ordinance or regulation.

(Signature pages to follow)

EXECUTED this _____ day of _____, 20____.

Lori Watson, City Manager

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, _____, the undersigned notary public, on this day personally appeared Lori Watson as City Manager of the City of Crowley, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

(Stamp)

Notary Public, State of Texas

EXECUTED this _____ day of _____, 20____.

Chaz Forster, Crowle Market on Main

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, _____, the undersigned notary public, on this day personally appeared Chaz Forster who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

(Stamp)

Notary Public, State of Texas



City of Crowley, Texas City Council Agenda Report

Presenter: Pleasant Brooks	Meeting Date: January 15, 2026
Department: Fire	Agenda Item: IV.2.
Subject: Discuss and consider approval of Resolution R01-2026-474 adopting the Tarrant County Hazard Mitigation Action Plan (2026).	

Background:

The City of Crowley has a long-established emergency management and hazard mitigation framework. Ordinance 85-332, approved on November 7, 1985, established the City's Comprehensive Emergency Management Program, including mitigation, preparedness, response, and recovery. In 2018, the City entered into a Joint Resolution with Tarrant County (R11-2018-306) to establish an inter-jurisdictional emergency management program, followed by Resolution R01-2020-325 in January 2020 adopting the Tarrant County Hazard Mitigation Action Plan.

The North Central Texas Council of Governments (NCTCOG) has submitted an updated Hazard Mitigation Action Plan to FEMA, which has received Approved Pending Adoption (APA) status. FEMA requires each participating jurisdiction, including the City of Crowley, to adopt the updated plan locally and submit the adopting resolution to NCTCOG by January 31, 2026.

Adoption of the updated Hazard Mitigation Action Plan is required for the City to remain eligible for certain state and federal grant programs and for FEMA funding following a disaster event.

Recommendation:

Staff recommends approval.

Financial Information:

There is no direct financial impact to the City's budget. The City of Crowley benefits by being a participating government entity under the umbrella of the Tarrant County Hazard Mitigation Action Plan (HazMAP).

Attachments:

1. 4-APA-TarrantCo-TX_Signed
2. Crowley_Tarrant_Annex_2025-12-16-FEMA READY
3. Tarrant County Adoption of Tarrant County Hazard Mitigation Action Plan_474

U.S. Department of Homeland
Security FEMA Region 6
800 N. Loop 288
Denton, TX 76209



FEMA

December 1, 2025

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Tarrant County, Texas Multi-Jurisdiction
Hazard Mitigation Plan
Funding Source: OTHER;

Dear Ms. Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). FEMA review does not include the review of content that exceeds the applicable FEMA mitigation planning requirements. Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments, has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 268-7602.

Sincerely,

**ROBERTO E
RAMIREZ**

Roberto E. Ramirez
Acting Chief, Risk Analysis Branch

Digitally signed by
ROBERTO E RAMIREZ
Date: 2025.12.02
14:11:49 -06'00'

Enclosures: Approved Participants
cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the December 1, 2025 review of the referenced Hazard Mitigation plan.

Community Name
1) Arlington city
2) Azle city
3) Bedford city
4) Benbrook city
5) Colleyville city
6) Crowley city
7) Edgecliff Village town
8) Euless city
9) Everman city
10) Fort Worth city
11) Grapevine city
12) Haltom City city
13) Haslet city
14) Hurst city
15) Keller city
16) Lakeside town
17) Lake Worth city
18) Mansfield city
19) North Richland Hills city
20) Richland Hills city
21) River Oaks city
22) Saginaw city
23) Southlake city
24) Tarrant County
25) University of North Texas Health and Science Center
26) Watauga city
27) Westlake town
28) Westworth Village city
29) White Settlement city

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Risk Management Directorate (RMD) SharePoint:

<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Note: You will be requested to register if you have not already done so.

All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

1. Final draft of the plan in MS Word or pdf format containing:
 - a. The final plan formatted as a single document.
 - b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
 - c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:
 - a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
 - i. Subject line [Approval Review for Name of Plan, State]
 - ii. FEMA funding source, grant or disaster number, and project number (when applic
 - iii. list of adopting jurisdictions
 - iv. Plan File name (file name must include date submitted)
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission

City of Crowley

*Jurisdictional Annex to the
Tarrant County Hazard Mitigation Action Plan*

2025



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Chapter 1: Introduction

Planning Process Point of Contact

The Emergency Management Coordinator was the point of contact for the City of Crowley during the Tarrant County Hazard Mitigation Action Plan (HazMAP) planning process.

Annex Organization

This annex has five chapters that satisfy the mitigation requirements in 44 CFR Part 201:

- Chapter 1: Introduction
- Chapter 2: Planning Process
- Chapter 3: Hazard Identification and Risk Assessment
- Chapter 4: Capabilities Assessment
- Chapter 5: Mitigation Strategy

The information in this annex is for the City of Crowley alone. All pertinent information that is not identified in this annex is identified in the other sections of this HazMAP or in the respective annexes.

Hazard Mitigation Action Plan (HazMAP) Adoption

Once the Tarrant County HazMAP has received the designation “Approved Pending Local Adoption” from the Federal Emergency Management Agency (FEMA), the City of Crowley will take the HazMAP to City Council for final public comment and local adoption. A copy of the resolution will be inserted into the HazMAP and held on file at the North Central Texas Council of Governments (NCTCOG).

Supporting Maps

Figure 1 and Figure 2 provide an overview of the City of Crowley that show the City's:

- 2022 Zoning Map
- Future Land Use Map

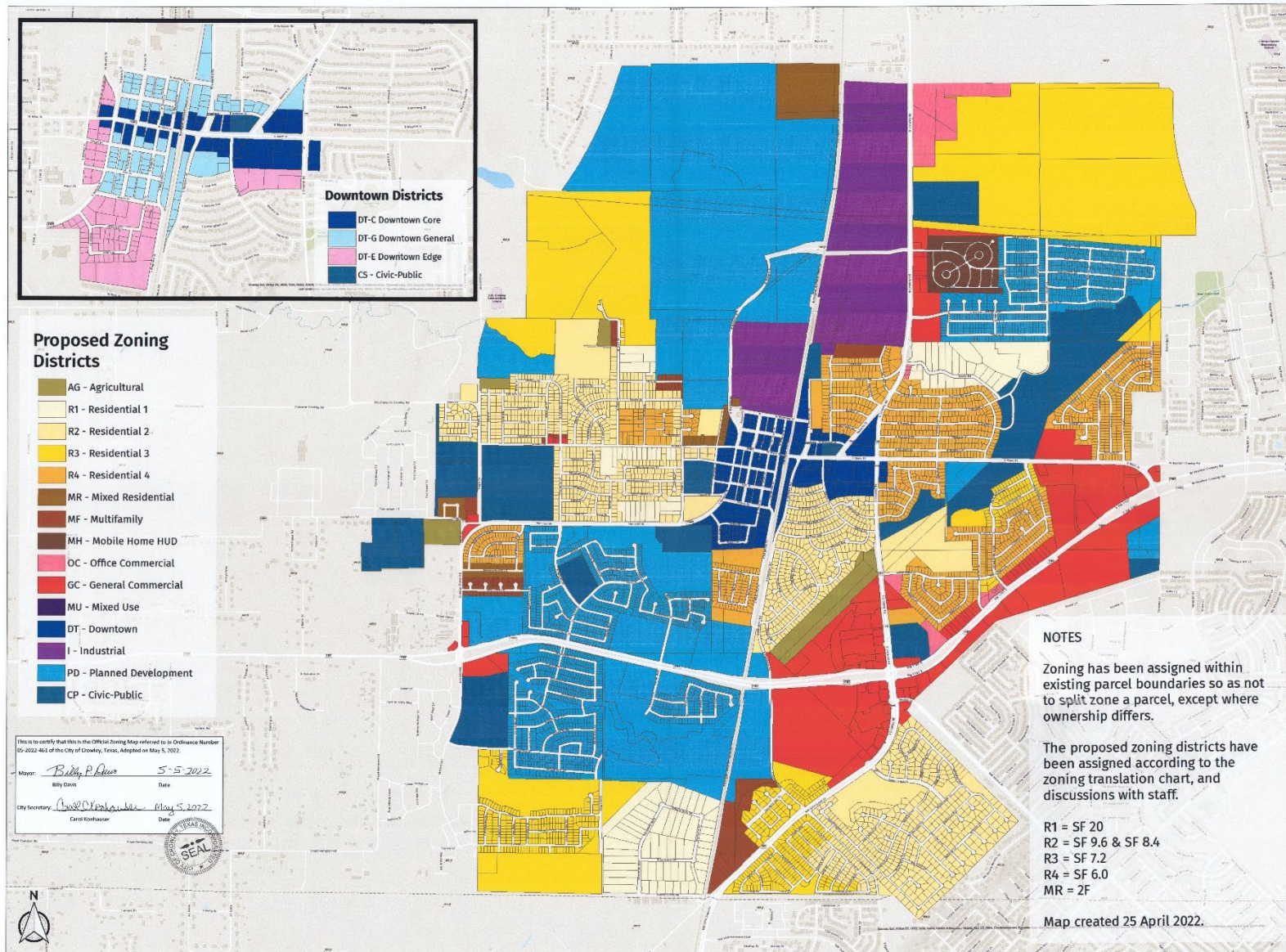


Figure 1: Zoning Map of the City of Crowley, 2022

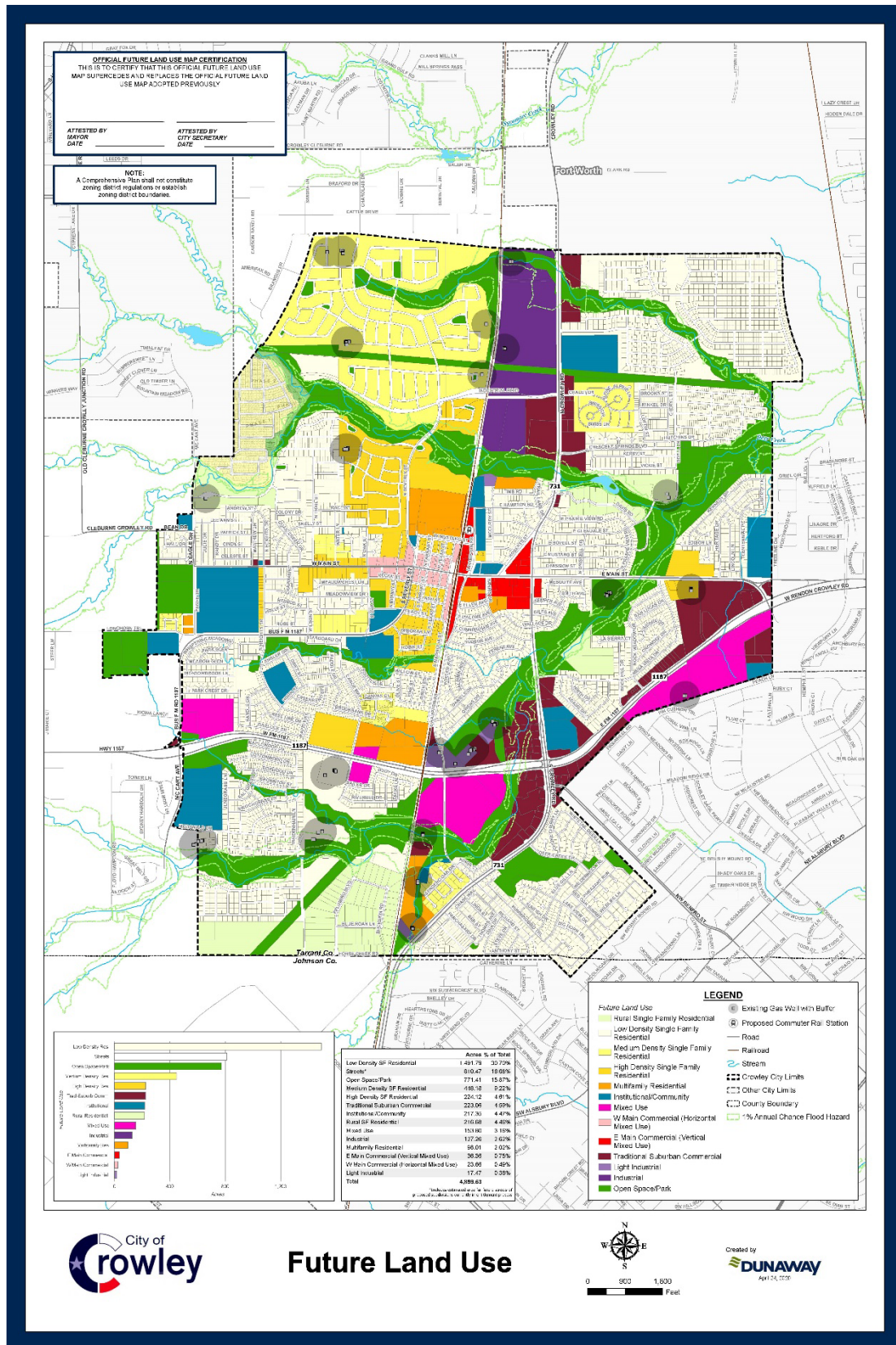


Figure 2: Future Land Use Map of the City of Crowley

Chapter 2: Planning Process

(In compliance with 201.6(c)(1))

Development and Adoption Process

To apply for federal aid for technical assistance and post-disaster funding, local jurisdictions must comply with Part 201.3 of the Disaster Mitigation Act of 2000 (DMA 2000), implemented in the Code of Federal Regulations 44 CFR Part 201.6. Although the City of Crowley has historically implemented measures to reduce vulnerability to some hazards, the passage of DMA 2000 helped City officials recognize the benefits of a long-term approach to hazard mitigation. This approach is achieved by gradually decreasing hazard-associated impacts by implementing a hazard mitigation action plan (HazMAP). The City's involvement in the Tarrant County HazMAP represents the collective efforts of the Hazard Mitigation Planning Team (HMPT), participating Local Planning Teams (LPTs), the public, and stakeholders.

The City developed this annex in accordance with Part 201.6(c)(5) of DMA 2000. The HazMAP and this annex identify hazards and mechanisms to minimize damage associated with these hazards.

Organizing the Planning Effort

A comprehensive approach was taken to develop the HazMAP. An open involvement process was established for the public and all stakeholders, allowing everyone to be involved in the planning process and to make their views known. The public meeting was advertised with notices in the local newsletter and on social media.

Two teams worked simultaneously on this Tarrant County HazMAP:

1. **Hazard Mitigation Planning Team (HMPT):** This team consisted of points of contact from each participating jurisdiction. The HMPT met to discuss county-wide topics, including hazards and mitigation strategies. The points of contact were the leads of their LPT.
2. **Local Planning Team (LPT):** Each jurisdiction had an LPT that consisted of the Emergency Management Coordinator for that jurisdiction and designated representatives from that jurisdiction. This team met to assess capabilities, hazards, and mitigation strategies in the jurisdiction.

Local Planning Team

This annex to the Tarrant County HazMAP was developed by the City of Crowley's LPT. The LPT was assembled in 2024 with representatives from the City of Crowley, who are listed in Table 1. The City acted as the plan development consultant, providing hazard mitigation planning services.

Table 1: the City of Crowley Local Planning Team Members for the 2025 HazMAP

Jurisdiction	Agency/Organization	Position	Role in LPT
City of Crowley	City of Crowley	Deputy Fire Chief/ Fire Marshal	General oversight, hazard identification, and plan development

Chapter 3: Hazard Identification and Risk Assessment

(In compliance with 201.6(c)(2)(i), 201.6(c)(2)(ii), 201.6(c)(2)(ii)(A), 201.6(c)(2)(ii)(B), 201.6(c)(2)(ii)(C), 201.6(c)(2)(iii), and 201.6(c)(3)(ii))

The following information helped the City of Crowley determine and prioritize mitigation action items to reduce losses from identified hazards.

Changes in Development since 2020

(In compliance with 201.6(d)(3))

Table 2: Changes in Development Since 2020

Increasing Vulnerability
New development in hazard-prone areas: • Expansion of Crescent Springs Neighborhood • Addition of Creek Side Neighborhood • Addition of The Bridges Neighborhood Although none of these developments is in particularly hazard-prone areas they are susceptible to identified citywide hazards, such as tornadoes and severe weather.
Decreasing Vulnerability
Mitigation actions implemented to reduce risk or adopted codes to protect future development: • Enforcement of building codes, city ordinances, and fire code. A full list of completed mitigation action items is in Chapter 5.

Community Profile

The following sections present the community profile, vulnerable facilities in the jurisdiction, and the critical facilities and infrastructure that are exposed to the identified hazards and can be impacted. This information was gathered from the United States Census and the City of Crowley.

Table 3: Community Profile of the City of Crowley¹

Metric	Information
Population	18,070
Persons 65 years and over	11.6%
Median Household Income	\$88,333

¹ United States Census Bureau QuickFacts. "Crowley City, Texas." [U.S. Census Bureau QuickFacts: United States](https://www.crowleycitytx.gov/quickfacts)

Metric	Information
Persons in Poverty	6.3%
Disabled Population	10.0%
Persons without health insurance coverage	13.4%

Critical Infrastructure

Critical infrastructure is the assets that a community considers vital to public health and safety. Due to their sensitivity, certain assets in the City of Crowley are restricted from public viewing. the City of Crowley has identified 34 critical and vulnerable facilities, six of which are listed in Table 4. Some or all of these facilities are in the hazard areas identified in the City of Crowley.

Table 4: Critical Assets in the City of Crowley, Texas

Facility/Asset Name or Description and Address	Type of Assets	Square Feet	Structure Value	Content Value
Crowley Fire Station 1 201 E. Main Street	Fire/Rescue	15,000	\$1,050,000	\$420,000
Crowley Fire Station 2 400 South Oak Street	Fire/Rescue	9,800	\$1,230,310	\$492,124
Crowley Police Station 617 West Farm to Market 1187	Law Enforcement	23,000	\$3,799,275	\$1,519,710
Public Works 105 East Hampton Road	Utility	14,113	\$1,500,000	\$600,000
City Hall 201 East Main Street	Administration	8,568	\$1,397,823	\$559,129
Animal Shelter 101 East Hampton Road	Shelter	6,324	\$1,264,907	\$75,000

*The capacity, square footage, and structure/content value are unavailable for these assets.

Natural Hazard Profiles

The City of Crowley's LPT ranked potential hazards in order of risk, with Tornado being the highest (see Table 5). Risk, for the purposes of hazard mitigation planning, is the potential for damage or loss created by the interaction of natural hazards with community assets. If a natural hazard could not impact the City of Crowley, not applicable (N/A) is used as its rank and its reasoning is noted in the hazard profile section of this chapter.

Table 5: Ranking of Hazards for the City of Crowley

Rank of Risk	Score	Geographic Area Affected	Probability of Future Occurrence	Maximum Probable Extent
Tornado	1	Significant	Occasional	Major
Thunderstorms (includes hail, wind, lightning)	2	Extensive	Highly Likely	Medium
Flooding	3	Negligible	Unlikely	Minor
Winter Storms	4	Significant	Occasional	Minor
Drought	5	Significant	Likely	Minor
Wildfire	6	Limited	Unlikely	Medium
Extreme Heat	7	Extensive	Likely	Minor
Expansive Soils	8	Negligible	Highly Likely	Minor
Earthquake	9	Extensive	Unlikely	Minor

The following terms are used to describe the geographic area affected, the probability of future occurrence, and the maximum probable extent.

Geographic Area Affected

- **Negligible:** Less than 10 percent of the planning area (the entire City of Crowley).
- **Limited:** 10 to 25 percent of the planning area.
- **Significant:** 25 to 75 percent of the planning area.
- **Extensive:** 75 to 100 percent of the planning area.

Probability of Future Occurrence

- **Unlikely:** Event possible in the next 10 years.
- **Occasional:** Event possible in the next 5 years.
- **Likely:** Event probable in the next 3 years.
- **Highly Likely:** Event probable in the next year.

MAXIMUM PROBABLE EXTENT

(Magnitude/Strength of Hazard using the extent scale in Table 6)

- **Minor:** Limited classification on scientific scale, slow speed of onset, or short duration of event.

- **Medium:** Moderate classification on scientific scale, moderate speed of onset, or moderate duration of event.
- **Major:** Severe classification on scientific scale, fast speed of/immediate onset or long duration of event.

Table 6: Extent Scale for Natural Hazards

Hazard	Minor	Medium	Major
Drought	Presence-Sensing Device Initiation (PDSI) -1.99 to 1.99+	PDSI -2.00 to -2.99	PDSI -3.00 to -5.00
Earthquake	Mercalli Scale: I–V; Richter Scale: 0–4.8	Mercalli Scale: VI–VII; Richter Scale: 4.9–6.1	Mercalli Scale: VIII–XII; Richter Scale: 6.2–8.1+
Expansive Soils	EI Expansion Potential: 21–50 (Low); 0–21 (Very Low)	EI Expansion Potential: 51–90 (Medium)	EI Expansion Potential: 91–130 (High) >130 (Very High)
Flooding	Outside of 100-yr and 500-yr flood zones, Zone A, AE, X	500-yr flood zone, Zone X	100-yr flood zone, Zone AE
Extreme Heat	Heat Index: 80°F–105°F	Heat Index: 105°F–129°F	Heat Index: >130°F
Thunderstorm	Hail: H0–H4, 5–40mm; Wind Force: 0–3; Knots: <1–10 lightning activity level (LAL): 1–2	Hail: H5–H6, 30–60mm; Wind Force: 4–6; Knots: 11–27; LAL: 3–4	Hail: H7–H10, 50–>100mm; Wind Force: 8–12; Knots: 28–64+ LAL: 5–6;
Tornado	EF0	EF1–EF2	EF3–EF5
Wildfire	Keetch-Byram Drought Index (KBDI): 0–200	KBDI: 200–400	KBDI: 600–800
Winter Storms	Temperature: 40°F to 35°F Wind chill 36°F to 17°F	Temperature: 30°F to 45°F; Wind chill 25°F to -4°F	Temperature: 15°F to -20°F; Wind chill 7°F to -98°F

The full description of each of these hazards is in Section 3 of this HazMAP.

LOCATION

Drought, earthquakes, expansive soils, extreme heat, thunderstorms, tornadoes, and winter storms do not have geographic boundaries and can impact the entire county, including all participating jurisdictions. Wildfires can threaten rural and urban jurisdictions with undeveloped land. Flooding is a severe threat to jurisdictions containing 100-year floodplains or bodies of water.

The following hazards are listed in alphabetical order and describe the location and extent of each hazard, details of previous occurrences, probability data on future events, and vulnerability to each hazard.

Drought

Overview

The City of Crowley purchases water from the City of Fort Worth, which sets water restrictions. No zoning district allows for agricultural uses, such as commercial stables and barns, farms, and animal lots, which could be impacted by drought.

Table 7: Drought Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	5
Geographic Area Affected	Significant
Probability of Future Occurrence	Likely
Maximum Probable Extent	Minor
Potential Impact	• Property damage • Loss of water supply • Increases grassfire potential and intensity • Negative impact on citizens, including water restrictions and lack of drinkable water supply • Impact on car washes, parks, and pools
Vulnerabilities	All populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard, though impacts are considered minimal due to the minor extent expected.

Summary

The entire the City of Crowley is vulnerable to drought. Drought can affect people's health and safety. Examples of drought impacts on society include anxiety or depression about economic losses, conflicts when there is not enough water, reduced incomes, fewer recreational activities, higher incidents of heat stroke, and even loss of human life. Drought conditions can also provide a substantial increase in wildfire risk. As plants and trees wither and die from a lack of precipitation, increased insect infestations, and diseases—all associated with drought—they become fuel for wildfires.

Earthquake

Overview

The City of Crowley has not experienced an earthquake in the past 20 years. However, there is still a risk, and an earthquake would be catastrophic for all populations and assets in the community.

Table 8: Earthquake Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	9
Geographic Area Affected	Extensive
Probability of Future Occurrence	Unlikely
Maximum Probable Extent	Minor
Potential Impact	• Injury or death • Property and infrastructure damage • Water contamination or loss from broken pipes • Transportation and communication disruption or damage • Increase in traffic accidents • Building collapse • Natural gas leak • Displaced residents • Power outages • Damage to the environment, including protected species and critical habitats
Vulnerabilities	All populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard, though impacts are undetermined due the lack of historical data.

Summary

The City of Crowley could be subject to an earthquake. However, no earthquake has been reported. A significant earthquake would cause a substantial loss of life and billions of dollars in damage to critical infrastructure.

Expansive Soils

Overview

There are no data on damage to critical infrastructure or roads due to expansive soils.

Table 9: Expansive Soils Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	8
Geographic Area Affected	Negligible
Probability of Future Occurrence	Highly Likely
Maximum Probable Extent	Minor
Potential Impact	• Property damage from foundation damage • Water contamination or loss from broken pipes • Building and infrastructure damage • Road damage • Transportation delays due to road condition • Damage to utility lines
Vulnerabilities	Because of the manner in which data for expansive soils are collected, the amount of damage in the city was unavailable. Expansive soils are a major consideration to all existing and future structures.

Summary

Although there has been no documented damage from expansive soil in the City of Crowley, this hazard can produce a range of structural impacts on homes, commercial buildings, and critical roadway infrastructure. Issues with expansive soils include foundational cracking, floor slab and wall cracking, jamming windows and doors, pipeline rupture, and cracking/heaving roads and sidewalks. Damage from expansive soils can be extremely costly.

Extreme Heat

Overview

There are reported isolated incidents of heat exposure during Crowley's annual Celebration of Freedom Event, held every July. However, no deaths have been reported due to this event, and data on injuries is unavailable. No impacts from extreme heat on critical facilities in the City of Crowley have been reported. Approximately 11.6% of Crowley's population is 65 years old or older, and approximately 6.3% lives below the poverty line. The elderly, very young people, and people with poor health are most at risk from extreme heat. People who work outside or in buildings without air-conditioning also are at a high risk to the direct effects of extreme heat.

Table 10: Extreme Heat Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	7
Geographic Area Affected	Extensive
Probability of Future Occurrence	Likely
Maximum Probable Extent	Minor
Potential Impact	- Heatstroke or death. - People should stay indoors to prevent heatstroke; elderly people who cannot afford air-conditioning are at greatest risk - Property damage Loss of water supply - Increases grassfire potential and intensity - Impact on logistics - Power outages Road buckling - Disruption in critical infrastructure operations - Vehicle engine failure
Vulnerabilities	Although extreme temperatures pose a serious threat to any population, issues with housing and mobility could make it difficult for the elderly to seek shelter in response to such a threat. The elderly, homeless, and outdoor laborers need to take proper precautions. All populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard.

Summary

The City of Crowley is vulnerable to extreme temperatures, affecting people's health and safety. Therefore, it is essential to have proper measures in place to prevent critical structures from being susceptible to utility failure during extreme temperatures.

Flooding

Overview

No damage from flooding in the City of Crowley since 2015 has been recorded. Deer Creek flows through the City of Crowley, but there are no historical data of it flooding over its designated banks. There are no data available on the repair of properties due to flooding. The roadway at South Heights at Business Farm to Market 1187 is subject to flooding, which creates public safety and transportation issues.

Table 11: Flooding Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	3
Geographic Area Affected	Negligible
Probability of Future Occurrence	Unlikely
Maximum Probable Extent	Minor
Potential Impact	• Loss of electricity • Loss of, or contamination of, water supply • Loss of property • Structure and infrastructure damage – flooded structures and eroded roads • Displaced residents • Snakes migrate and mosquitoes increase • Fire – as a result of loss of water supply Debris in transportation paths • Emergency response delays • Disruption of traffic can lead to impacts on the economy • Damage to the environment, including protected species and critical habitats
Vulnerabilities	Based on historical data, flooding has caused zero injuries and fatalities per year and is expected to have the same results in the future. All populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard, though impacts are considered minimal.

- **Names of creeks or rivers that flood:** None reported. Deer Creek flows through the City of Crowley, but there needs to be historical data of it flooding over its designated banks.
- **Low-Water Crossings:** A low-water crossing provides a type of bridge when water flow is low. Under high-flow conditions, water runs over the roadway and precludes vehicular and pedestrian traffic. No low-water crossings have been identified in the city of Crowley.

Flooding Associated with Dam Failure

There is one dam monitored by the Texas Commission on Environmental Quality within the City of Crowley. Information related to flooding risk associated with dams can be found in Appendix C of the Base Plan, titled Dam Profile Information. This profile data is being profiled together in a separate section for homeland security purposes.

Compliance with the National Flood Insurance Program

Participation in the National Flood Insurance Program (NFIP) is based on a voluntary agreement between a community and the Federal Emergency Management Agency (FEMA). For communities that adopt a floodplain management ordinance to reduce flood risks to new construction, federally backed flood insurance is made available to property owners in the community. Compliance with the NFIP, however, extends beyond mere participation in the program. The NFIP has three basic components: 1) floodplain identification and mapping risk, 2) responsible floodplain management, and 3) flood insurance. The City of Crowley participates in the NFIP and provides details about the community and its participation below. The following information was requested:

Table 12: Data for the City of Crowley for the National Flood Insurance Program²

Category	Response
Community Identification Number	480591#
Community Name	City of Crowley
County	Johnson County/ Tarrant County
Initial Flood Hazard Boundary Map Identified	05/15/79
Initial Flood Insurance Rate Map Identified	04/15/81
Current Effective Map Date	09/25/09
Regular-Emergency Date	04/15/81

The National Flood Insurance Program (NFIP) questions in Table 13 were answered to the best of the City of Crowley's ability.

Table 13: NFIP Floodplain Management Capabilities and Compliance

Floodplain Management	
Who is the floodplain manager? Is this their primary or secondary role?	The building official is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR of the National Flood Insurance Program regulations, pertaining to floodplain management. Secondary Role.

² FEMA, "Community Status Book Report." <http://www.fema.gov/cis/TX.html>

Floodplain Management	
Does the floodplain manager have adequate training and capacity for their role? If not, what else is needed?	Yes
How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?	Yes
When was the community's most recent Community Assistance Visit (CAV)?	N/A
Were any violations noted on the community's most recent CAV?	N/A
Is there an upcoming CAV? If not, is one needed?	N/A
When was the most recent floodplain management ordinance adopted?	4/5/2019
Does your community participate in the Community Rating System (CRS)? If so, describe the steps the community has taken to achieve the CRS goals.	No
Does the community's floodplain management ordinance include any higher standards? If so, please list.	When base flood elevation data has not been provided in accordance with section 94-26, obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of division 3 of this article.
Who is responsible for permitting?	Community Development
How does the community issue development permits in the special flood hazard area?	Community Development
Does the community maintain elevation certificates?	The Floodplain manager maintains all records.
Does the community track the number of buildings in the special flood hazard area? If yes, are there any trends?	Under the provisions of 44 CFR 65.12 of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE and AH on the community's flood insurance rate map which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional flood insurance rate map revision through Federal Emergency Management Agency.
How many repetitive loss (RL) structures does the community have? (List number and type of structure)	1/Residential
How many severe repetitive loss (SRL) structures does the community have? (List number and type of structure)	0
Have any RL/SRL properties been mitigated since the last plan update?	0

Floodplain Management	
Who is responsible for making substantial damage/substantial improvement determinations?	Building Official
How does the substantial damage/substantial improvement process work in your community?	When a regulatory floodway has not been designated, must require that no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's flood insurance rate map, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
Is there sufficient staff and training to make substantial damage/substantial improvement determinations?	Third-party Engineering Firm Reviews plans and makes recommendations regarding floodplain management.
How are substantial damage/substantial improvement requirements messaged to the public before and after an event?	Webpage
Have any substantially damaged/substantially improved structures been mitigated since the last plan update?	
How will the community remain in compliance with the NFIP moving forward? (Simply stating "the community will continue to comply with the NFIP" will not meet FEMA's planning requirements.)	This will require additional staffing to manage the NFIP project. Currently, this project is not a funded and staff position. Using third-party engineers helps provide expert knowledge moving forward.

Floodplain Mapping	
How does the community support map change requests? This could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.	The city depends on our third-party engineers regarding Map requests and changes.
When did the latest Flood Insurance Rate Map (FIRM) become effective?	3/21/2019
When was the latest FIRM adopted?	4/5/2019
Is the FIRM and Flood Insurance Study (FIS) report in an accessible location? How would the public get access to their flood map information?	Adopted through ordinance, available through the Community Development Office
Does the community use any Risk MAP products? If so, describe.	No
Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?	No

Flood Insurance and Outreach	
How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?	N/A
How does the community engage with insurance agents on flood insurance?	N/A
Does the community (or state) have flood hazard disclosure laws?	N/A
How familiar is the public with their flood insurance options?	N/A
How many NFIP policies are in the community? What is the total premium and coverage?	Policies in force: 29 Insurance in force: \$8,311,800 Written premium in force: \$12,696
How many claims have been paid in the community? What is the total amount of paid claims?	Since 1978, Around 2 claims have been filed. \$10,676.72 have been paid.

The city of Crowley will continue to address the data gaps over the next five years and expand the NFIP program's capabilities by implementing NFIP-related mitigation actions identified in Chapter 5.

Summary

Flood waters may damage or destroy residential, commercial, and public buildings and critical infrastructure, such as transportation, water, energy, and communication systems. During a flood event, chemicals and other hazardous substances may contaminate local bodies of water. Flooding kills animals and, in general, disrupts the ecosystem.

Thunderstorm

Overview

Thunderstorms are a frequent weather phenomenon in the City of Crowley, particularly during the spring and summer. These powerful storms often bring torrential downpours, strong gusts of wind, frequent lightning strikes, and, on occasion, hail. Since the previous plan, there has been no damage to property or people from thunderstorms.

Table 14: Thunderstorm Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	2
Geographic Area Affected	Extensive
Probability of Future Occurrence	Highly Likely
Maximum Probable Extent	Medium
Potential Impact	• Property damage to fences, vehicles, equipment, and roofs • Transportation delays • Injuries and deaths • Debris from trees and damaged property • Electrical grid problems • Communication problems – phone and internet lines down • Damage to the environment, including protected species and critical habitats
Vulnerabilities	All populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard.

Summary

The City of Crowley is subject to severe weather hazards, including thunderstorms, wind, lightning, and hail. Associated damage includes impacts on utilities, residential and commercial buildings/property, and agricultural losses. High wind can cause trees to fall and cause injuries or death; lightning can lead to house fires and serious injury. Hail can cause injury and severe damage to homes and automobiles.

Tornado

Overview

There have been no reports of a tornado since the previous plan. Tornadoes pose a severe threat to the safety and well-being of the residents, as they can cause widespread destruction to homes, buildings, and infrastructure.

Table 15: Tornado Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	1
Geographic Area Affected	Significant
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Major
Potential Impact	• Injury or death • Power outage • Blocked roadways from trees and damaged property • Natural gas pipeline breaks – fire injuries, possible deaths • Transportation disruption Rerouting traffic • Loss of property • Structure and infrastructure damage • Displaced residents • Damage to the environment, including protected species and critical habitats
Vulnerabilities	This hazard affects all populations, the economy, structures, improved property, critical facilities and infrastructure, and the natural environment.

Summary

The entire population, all critical facilities, buildings (commercial and residential), and infrastructure are vulnerable to tornadoes. Although all assets are considered at risk from this hazard, a tornado would only cause damage along its specific track. The weakest tornadoes, EF0, can cause minor roof damage, and stronger tornadoes can destroy frame buildings and badly damage steel-reinforced concrete structures. Given the strength of the wind impact and construction techniques, buildings are vulnerable to direct impact, including potential destruction, from tornadoes and wind debris that tornadoes turn into missiles. Structures constructed of light materials, such as mobile homes, are most susceptible to damage.

Wildfire

Overview

The most vulnerable location is undeveloped land northwest of the city. Properties in the wildland–urban interface are the most susceptible to wildfires.

Table 16: Wildfire Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	6
Geographic Area Affected	Limited
Probability of Future Occurrence	Unlikely
Maximum Probable Extent	Medium
Potential Impact	• Injury or death • Property and fence damage • Road closure • Traffic accidents • Loss of power – burning utility poles • Loss of property • Structure and infrastructure damage • Displaced residents • Loss of resources • Damage to the environment, including protected species and critical habitats
Vulnerabilities	Given the dynamic nature of wildfires, all populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment in the city are exposed to this hazard.

Summary

The City of Crowley is vulnerable to wildfires, which can affect the environment by producing hazardous air quality, releasing greenhouse gases, affecting and threatening water security, and causing the loss of habitats and species. They can also increase soil erosion and flooding risk and damage residences, businesses, and infrastructure. There are also associated health risks and risk of injury and loss of lives due to fire.

Winter Storm

Overview

Bridges and overpasses that can be impacted by winter storms. There are several small bridges over creeks and drainage ways on Farm to Market (FM) 731 and FM1187 and one bridge on Hampton Road over FM1187. Impacts caused by these bridges and/or overpasses include minor traffic issues when drivers must slow down to navigate iced-over bridges. Traffic accidents are likely to cause delays in emergency response and an increase in life safety concerns.

Table 17: Winter Storm Hazard Profile for the City of Crowley

Category	Response
Risk Ranking	4
Geographic Area Affected	Significant
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Minor
Potential Impact	• Structural damage • Injuries or death • Power outages • Loss of ability to use roads for driving • Increased traffic accidents • Loss of heat • Stranded travelers/motels at full capacity • Tree debris create fuel load for fire hazard • Delayed emergency response time • Frozen/burst pipes leading to loss of water • Disruption of traffic • Impacts to the economy • Communication capabilities decrease
Vulnerabilities	Given the dynamic nature of winter storms, all populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment in the city are exposed to this hazard.

Summary

The City of Crowley is vulnerable to Winter Storm hazards. Prolonged exposure to cold can also cause life-threatening health issues, including frostbite and hypothermia. Heavy snow can create extensive property and infrastructure damage, down power lines, cause power outages, and disrupt communications systems. Winter storms can immobilize a city, cause travel to come to a standstill, produce motor vehicle accidents, and disrupt essential critical emergency services.

Historical Events

Table 18 lists the natural hazard events that occurred in the City of Crowley between 2015 and 2024 as recorded by the National Centers for Environmental Information. It does not include all the damage and events that the City has collected from the fire department. The material is organized by location and date.

Table 18: Historical Events in the City of Crowley since 2019³

Location	Date	Event Type	Deaths	Injuries	Property Damage	Crop Damage
City of Crowley	10/10/2019	Thunderstorm Wind	0	0	\$5K	\$0
City of Crowley	05/07/2020	Hail	0	0	\$0	\$0
City of Crowley	05/07/2020	Hail	0	0	\$0	\$0
City of Crowley	06/26/2022	Hail	0	0	\$0	\$0
City of Crowley	03/01/2023	Hail	0	0	\$0	\$0
City of Crowley	03/01/2023	Hail	0	0	\$0	\$0
City of Crowley	03/06/2024	Hail	0	0	\$0	\$0
City of Crowley	05/30/2024	Hail	0	0	\$0	\$0
City of Crowley	05/30/2024	Hail	0	0	\$0	\$0

Source: The National Center for Environmental Information

Overall Vulnerability

The City of Crowley identified the following as its greatest vulnerabilities and concerns:

- Approximately 11.6% of the population in Crowley consists of individuals who are 65 years old or older, and approximately 6.3% of Crowley families live below the poverty line. Although tornadoes and thunderstorms pose serious threats to any population, issues with mobility could make it difficult for these populations to evacuate ahead of a tornado or thunderstorm threat or relocate after the hazard has occurred.
- The City of Crowley is home to critical facilities that are vulnerable to the effects of all types of hazards considered in this plan. This includes City facilities valued at \$21.12 million.

³ Crowley Office of Emergency Management Records & NOAA National Centers For Environmental Information. Tarrant County. [Storm Events Database - Search Results | National Centers for Environmental Information \(noaa.gov\)](https://www.noaa.gov/storm-events/database-search-results)

Chapter 4: Capabilities Assessment

(In compliance with 201.6(c)(3))

This capability assessment examines the City's ability to implement and manage a comprehensive mitigation strategy. The strengths, weaknesses, and resources of the jurisdiction are identified as a means to develop an effective HazMAP. The capabilities identified in this assessment were evaluated collectively to develop feasible recommendations to support the implementation of effective mitigation activities.

To initiate this assessment, a questionnaire was distributed to the City of Crowley's LPT. It included questions regarding existing plans, policies, and regulations that contribute to or hinder the ability to implement hazard mitigation activities, including the following: planning and regulatory capabilities, administrative and technical capabilities, financial capabilities, and education and outreach capabilities.

Planning and Regulatory

Planning and regulatory capabilities are the plans, policies, codes, and ordinances that prevent and reduce the impacts of hazards.

Table 19: Assessment of Planning and Regulatory Capabilities of the City of Crowley

Plan	Does it address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it be updated next?
Comprehensive/ Master Plan	Y	Ordinances	
Capital Improvement Plan	Y	Can help reduce risk and build community resilience by incorporating hazard mitigation principles into the CIP projects.	
Economic Development Plan	Y	Communication with local businesses, providing them resources and guidance.	
Land Use Plan	Y	Regulates land use due to community needs	03/2023
Local Emergency Operations Plan	Y	Guidelines for Supporting Mitigation Efforts	2021
Stormwater Management Plan	Y	Guidelines for Construction. Can Reduce Risk of Flooding.	2011
Transportation Plan	Y	Policies and action items related to pedestrian, cyclist, and motorist safety.	
Drainage Master Plan	Y		

Table 20: Assessment of the Regulation and Ordinances Capabilities of the City of Crowley

Regulations and Ordinances	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it be updated next?
Acquisition of land for open space and public recreation use			
Building code	Y	Y	2021 International Building Code (IBC)
Flood insurance rate maps	Y	Y	04/05/2019
Floodplain ordinance	Y	Y	03/2019
Substantial Damage Plan	N		
Natural hazard-specific ordinance (stormwater, steep slope, wildfire)	Y	Y	03/2019
Subdivision Ordinance	Y	Y	01/2022
Zoning Ordinance	Y	Y	05/2022
Prohibition of Building in At-Risk Areas	N	N/A	N/A
Site Plan Review Requirements	Y	Y	

Administrative and Technical

Administrative and technical capabilities include staff and their skills. They also include tools that can help you carry out mitigation actions. If you do not have local staff, consider how state and regional partners can help.

Table 21: Assessment of the Administrative Capabilities of the City of Crowley

Administrative Capability	In Place? (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Chief Building Official	N	N	N	N/A
Civil Engineer	Y	Y	Y	Y
Community Planner	Y	Y	Y	Y
Emergency Manager	Y	Y	Y	Y

Administrative Capability	In Place? (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Floodplain Administrator	Y	Y	Y	Y
Geographic Information System (GIS) Coordinator	Y	Y	Y	Y
Planning Commission	Y	Y	Y	Y
CERT (Community Emergency Response Team)	N	N	N	N
Active VOAD (Voluntary Agencies Active in Disasters)	N	N	N	N

Table 22: Assessment of the Technical Capabilities of the City of Crowley

Technical Capability	In Place? (Y/N)	How has the capability been used to assess/mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/mitigate risk in the future?
Mitigation Grant Writing	Y	Y	Grants
Hazard Data and Information	Y	N/A	N/A
GIS	Y	N/A	N/A
Mutual Aid Agreements	Y	Y	Large scale response
Warning Systems/ Services (e.g., Reverse 911, outdoor warning signals)	Y	Y	Alerting

Financial

Financial capabilities are the resources to fund mitigation actions. Talking about funding and financial capabilities is important to determine what kinds of projects are feasible given their cost. Mitigation actions such as outreach programs have lower costs and often use staff time and existing budgets. Other actions, such as earthquake retrofits, could require substantial funding from local, state, and federal partners. Partnerships, including those willing to donate land, supplies, cash, or in-kind matches, can be included.

Table 23: Assessment of the Financial Capabilities of the City of Crowley

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past and for what types of activities?	Could this resource be used to fund future mitigation actions?	Can this be used as the local cost match for a federal grant?
Capital Improvement Project Funding	Y	Y	Y	Y
General Funds	Y	Y	Y	Y
Hazard Mitigation Grant Program (HMGP/404)	Y	N	Y	N/A
Building Resilient Infrastructure & Communities (BRIC)	Y	Y	Y	Y
Flood Mitigation Assistance (FMA)	N	N/A	N/A	N/A
Public Assistance Mitigation (PA Mitigation/406)	N	N/A	N/A	N/A
Community Development Block Grant (CDBG)	Y	Y	Y	N/A
U.S. Army Corps (USACE) Programs	N	N/A	N/A	N/A
Property, Sales, Income, or Special Purpose Taxes	Y	Y, Crime Prevention	N/A	N/A
Stormwater Utility Fee	Y	N	Y	N
Fees for Water, Sewer, Gas, or Electric Services	Y	N	Y	N
Impact Fees from New Development and Redevelopment	Y	N	Y	N
General Obligation or Special Purpose Bonds	Y	Y, Capital Items	Y	N/A
Federal-Funded Programs (Please describe)	N	N/A	N/A	N/A
State-Funded Programs (Please describe)	N	N/A	N/A	N/A
Private Sector or Nonprofit Programs	N	N/A	N/A	N/A

Education and Outreach

Education and outreach capabilities are programs and methods that could communicate about and encourage risk reduction. These programs may be run by a participant or a community-based partner. Partners, especially those who work with underserved communities, can help identify additional education and outreach capabilities.

Table 24: Assessment of the Education and Outreach Capabilities of the City of Crowley

Education and Outreach Capability	In Place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Community Newsletter(s)	Y	Y	Social Media
Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week, School Programs)	Y	Y	Regarding Education and Outreach, we will be covering some hazard mitigation topics (well, mostly just flooding) during our public component of the comp plan input meeting on Sept. 12.
Public Meetings/Events (Please Describe)	Y	Y	Fire Safety
Emergency Management Listserv	Y	Y	N/A
Local News	Y	Y	Media Relations
Distributing Hard Copies of Notices	N	N	Social Media Outreach
Insurance Disclosures/Outreach	N	N	N/A
Organizations that Represent, Advocate for, or Interact with Underserved and Vulnerable Communities	Y	Y	House of Hope
Social Media (Please Describe)	Y	Y	Media Relations

Opportunities to Expand and/or Improve Capabilities

Table 25: Capabilities that the City of Crowley Could Expand or Improve

Capability	Opportunity to Expand and/or Improve
Planning and Regulations	Actions that can expand and improve existing authorities, plans, policies, and resources for mitigation include budgeting for mitigation actions; passing policies and procedures for mitigation actions; adopting and implementing stricter mitigation regulations; and approving mitigation updates and additions to existing plans as new needs are recognized.
Administrative and Technical	Newly updated mapping and GIS Software as needed; Expansion of Outdoor Warning Siren System as new development expands.
Financial	Continue to work on the Grant process to help fund hazard mitigation projects.
Education and Outreach	Continue to work with our Public Relations Officer regarding the Hazard Mitigation projects that will assist the general public to be In the Know.

Chapter 5: Mitigation Strategy

(In compliance with 201.6(c)(3)(i), 201.6(c)(3)(i), 201.6(c)(3)(ii), 201.6(c)(3)(iv), 201.6(c)(3)(iii), and 201.6(c)(4)(ii))

The mitigation strategy serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The Stafford Act directs local mitigation plans to describe hazard mitigation actions and establish a strategy to implement those actions.¹ Therefore, all other requirements for a local mitigation plan (or hazard mitigation action plan) lead to and support the mitigation strategy.

Mitigation Goals & Objectives

The Tarrant County HMPT collectively reviewed the extensive list of mitigation goals of the 2020 HazMAP and unanimously chose to adopt the goals in the base plan.

2020 Action Items

The 2020 LPT determined the City of Crowley's action items in the 2020 Tarrant County HazMAP. Table 26 lists the action items from the 2020 plan and the status of each action.

Table 26: Status of Actions in the 2020 Plan of the City of Crowley

Hazard(s) Addressed	Earthquakes, Thunderstorms, Tornadoes
Install safe rooms in all new and existing city buildings.	
Participating Jurisdiction:	City of Crowley
Priority:	1
Estimated Cost:	\$3,000,000
Estimated Benefit:	\$18,000,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Emergency Management Office, Fire Department, Public Works Department
Implementation Schedule:	48 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Flooding, Thunderstorms, Tornadoes, Wildfires
Install additional Outdoor Warning Sirens to increase warning coverage.	
Participating Jurisdiction:	City of Crowley
Priority:	2
Estimated Cost:	\$75,000
Estimated Benefit:	\$450,000

Hazard(s) Addressed	Flooding, Thunderstorms, Tornadoes, Wildfires
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Emergency Management Office
Implementation Schedule:	36 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires
Improve and enforce building codes.	
Participating Jurisdiction:	City of Crowley
Priority:	3
Estimated Cost:	\$50,000
Estimated Benefit:	\$300,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Building Department
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Winter Storms
Enhance winter storm mitigation efforts with the purchase sanding/deicing equipment to retrofit City dump trucks.	
Participating Jurisdiction:	City of Crowley
Priority:	4
Estimated Cost:	\$100,000
Estimated Benefit:	\$600,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	12 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires
Develop and implement a comprehensive public education program that includes recommended actions to mitigate the impacts of these hazards.	
Participating Jurisdiction:	City of Crowley
Priority:	5
Estimated Cost:	\$5,000

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires
Estimated Benefit:	\$30,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Fire Department, Public Relations Department
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Drought
Enforce watering restrictions.	
Participating Jurisdiction:	City of Crowley
Priority:	6
Estimated Cost:	\$2,000
Estimated Benefit:	\$12,000
Potential Funding Source(s):	General budget
Lead Agency/Department Responsible:	Code Enforcement
Implementation Schedule:	12 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Wildfire
Review and modify the City's Municipal Code, if necessary and feasible, to restrict excessive fuel build up, including tree trimmings, brush, and cuttings to establish a clear zone and reduce wildland fire risk in residential areas.	
Participating Jurisdiction:	City of Crowley
Priority:	7
Estimated Cost:	\$2,000
Estimated Benefit:	\$12,000
Potential Funding Source(s):	General budget
Lead Agency/Department Responsible:	Code Enforcement
Implementation Schedule:	18 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Drought, Expansive Soils
Create and implement drought contingency plan for the city facilities and property that addresses the use of low flow fixtures, xeriscaping, and drought-tolerant plants.	
Participating Jurisdiction:	City of Crowley
Priority:	8

Hazard(s) Addressed	Drought, Expansive Soils
Estimated Cost:	\$5,000
Estimated Benefit:	\$30,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Earthquakes, Expansive Soils, Thunderstorms, Tornadoes
Adopt and implement most current building codes that require all new building slabs to be engineered to reduce potential damage done by earthquakes and/or expansive soils along with any other building requirements.	
Participating Jurisdiction:	City of Crowley
Priority:	9
Estimated Cost:	\$8,000
Estimated Benefit:	\$48,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Economic Development Department
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Winter Storms
Enhance the winter weather mitigation plan.	
Participating Jurisdiction:	City of Crowley
Priority:	10
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Flooding
Conduct structure improvements, including replacing rip-rap section with gabion basket and regarding steep slopes, to improve channel degradation caused by erosion from flooding.	
Participating Jurisdiction:	City of Crowley
Priority:	11

Hazard(s) Addressed	Flooding
Estimated Cost:	\$500,000
Estimated Benefit:	\$3,000,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Drought
Enhance irrigation systems, install low water fixtures at critical facilities, replace aging/leak delivery systems, and enhance domestic meters.	
Participating Jurisdiction:	City of Crowley
Priority:	12
Estimated Cost:	\$6,000,000
Estimated Benefit:	\$36,000,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	18 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Winter Storms
Enhance the public education program to provide mitigation strategies for the identified hazards.	
Participating Jurisdiction:	City of Crowley
Priority:	13
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Emergency Management Office, Parks Department, Public Works Department
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Drought, Extreme Heat
Enhance Stonegate Well and pump house (replace electrical, pumps and equipment) to withstand drought and heat conditions, including the installation of a generator.	
Participating Jurisdiction:	City of Crowley
Priority:	14
Estimated Cost:	\$200,000
Estimated Benefit:	\$1,200,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	36 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Earthquakes, Expansive Soils
Utilize standards for expansive soils on new water line replacements and installation.	
Participating Jurisdiction:	City of Crowley
Priority:	15
Estimated Cost:	\$75,000,000
Estimated Benefit:	\$4,500,000,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	36 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Thunderstorms, Tornadoes
Install impact-resistant roofs and windows in new and existing critical facilities, including schools, as necessary.	
Participating Jurisdiction:	City of Crowley
Priority:	16
Estimated Cost:	\$3,000,000
Estimated Benefit:	\$18,000,000
Potential Funding Source(s):	Grants, general budget
Lead Agency/Department Responsible:	Emergency Management Office, Risk Management Office, Facilities Maintenance
Implementation Schedule:	36 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Flooding
Schedule a Community Assistance Visit (CAV) by FEMA or a state agency on behalf of FEMA to assure that the city is adequately enforcing its floodplain management regulations.	
Participating Jurisdiction:	City of Crowley
Priority:	17
Estimated Cost:	\$1,000
Estimated Benefit:	\$6,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Flooding
Conduct NFIP community workshops to provide information and incentives for property owners to acquire flood insurance.	
Participating Jurisdiction:	City of Crowley
Priority:	18
Estimated Cost:	\$500
Estimated Benefit:	\$3,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Flooding
Remove existing structures from flood-prone areas to minimize future flood losses by acquiring and demolishing or relocating structures from voluntary property owners and preserving land subject to repetitive flooding.	
Participating Jurisdiction:	City of Crowley
Priority:	19
Estimated Cost:	\$1,000,000
Estimated Benefit:	\$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Flooding
Use bioengineered bank stabilization techniques and revetments to protect against flooding along streams, creeks, rivers, and lakes.	
Participating Jurisdiction:	City of Crowley
Priority:	20
Estimated Cost:	\$1,000,000
Estimated Benefit:	\$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Earthquake, Thunderstorm, Tornado, National Security Incident
Require construction of safe rooms in new schools, daycares, and nursing homes.	
Participating Jurisdiction:	City of Crowley
Priority:	21
Estimated Cost:	\$1,000,000
Estimated Benefit:	\$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Wildfire
Promote conservation of open space or wildland-urban interface zones to separate developed areas from high-hazard areas.	
Participating Jurisdiction:	City of Crowley
Priority:	22
Estimated Cost:	\$100
Estimated Benefit:	\$600
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

Hazard(s) Addressed	Flooding, Thunderstorm, Tornado, Wildfire, Winter Storm
To protect power lines from severe weather, bury overhead power lines, ensure ordinances for proper vegetation management practices, replace wood poles with steel or composite ones, and/or reinforce utility poles with guy wires.	
Participating Jurisdiction:	City of Crowley
Priority:	23
Estimated Cost:	\$300,000,000
Estimated Benefit:	\$1,200,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Not yet started, carry to new plan

New Mitigation Action Items

The LPT determined the City of Crowley's action items for the 2025 HazMAP. They include mitigation actions that qualify for mitigation funding and enforcement, maintenance, and response actions that the City has identified as opportunities to increase its resilience to hazards.

During the capabilities assessment and hazard analysis, previously impacted assets and populations were analyzed to determine the highest probability of damage and potential loss of life per hazard. As \$1 spent in mitigation saves a community an average of \$6 in recovery,⁴ the LPT used these data to develop a cost–benefit analysis: Estimated Cost × 6 = Estimated Benefit.

Projects with the greatest positive impact on community resilience, including life safety and property protection, will receive priority. Table 27 lists the action items for this HazMAP.

⁴ National Institute of Building Sciences, "Natural Hazard Mitigation Saves 2019 Report," https://www.nibs.org/files/pdfs/NIBS_MMC_MitigationSaves_2019.pdf

Table 27: 2025 Mitigation Actions for the City of Crowley

#	Project Title	Hazard Addressed	Vulnerability Addressed*	Responsible Agency	Potential Partners	Existing Planning Mechanism(s)**	Potential Funding Source	Cost Estimate	Benefits (Losses Avoided)	Project Useful Life	Timeframe	Priority
1	Saferoom	Earthquakes, Thunderstorms, Tornadoes	City Staff	Emergency Management Office	FEMA	None	Hazard Mitigation Grant Program (HMGP)	\$3.0M	\$18.0M	20 years	48 months	1
Description: Install safe rooms in all new and existing city buildings.												
2	Warning Sirens	Flooding, Thunderstorms, Tornadoes, Wildfires	City population	Emergency Management Office		Ordinance for new land developers to share the cost	HMGP, general budget	\$300,000	\$1.8M	20 years	36 months	2
Description: Install additional Outdoor Warning Sirens to increase warning coverage.												
3	Building Codes	Earthquakes, expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires	City population	Emergency Management	Community Development	Current Building codes	HMGP, general budget	\$200,000	\$1.2M	20 years	24 months	3
Description: Improve and enforce building codes.												
4	Winter Equipment	Winter weather conditions	City population	Public Works	n/a	n/a	HMGP, general budget	\$300,000	\$1.8M	10 years	12 months	4
Description: Enhance winter storm mitigation efforts with the purchase of sanding/deicing equipment to retrofit City dump trucks.												
5	Hazard Education	Drought, Earthquakes, expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires	City population	Emergency Management, Public Relations Office	School district, social media, local news	n/a	HMGP, general budget	\$20,000	\$120,000	2 years	24 months	5
Description: Develop and implement a comprehensive public education program that includes recommended actions to mitigate the impacts of these hazards.												

#	Project Title	Hazard Addressed	Vulnerability Addressed*	Responsible Agency	Potential Partners	Existing Planning Mechanism(s)**	Potential Funding Source	Cost Estimate	Benefits (Losses Avoided)	Project Useful Life	Timeframe	Priority
6	Water usage	Drought	City population	Code Enforcement	Water Department	Current Ordinance	General Budget	\$10,000	\$60,000	5 years	12 months	6
Description: Enforce watering restrictions												
7	Wildfire	Fire spread	City population	Code Enforcement	Public Works	Current Ordinance	HMGP, general budget	\$10,000	\$60,000	5 years	24 months	7
Description: Review and modify the City's Municipal Code, if necessary and feasible, to restrict excessive fuel build-up, including tree trimmings, brush, and cuttings to establish a clear zone and reduce wildland fire risk in residential areas.												
8	Water Waste	Drought Expansive Soils	City population	Public Works	Code Enforcement	City Ordinance	HMGP, general budget	\$10,000	\$60,000	5 years	24 months	8
Description: Create and implement a drought contingency plan for the city facilities and property that addresses the use of low-flow fixtures, xeriscaping, or drought-tolerant plants.												
9	Code Updates	Earthquakes, Expansive Soils, Thunderstorms, Tornadoes	City population	Economic Development Department	North Central Texas Council of Governments	City Ordinance	HMGP, general budget	\$10,000	\$60,000	5 years	24 months	9
Description: Adopt and implement the most current building codes that require all new building slabs to be engineered to reduce potential damage done by earthquakes and/or expansive soils along with any other building requirements.												
10	Winter Weather	Extreme winter weather conditions	City population	Public works	Texas Department of Transportation	N/A	HMGP, general budget	\$10,000	\$60,000	2 years	24 months	10
Description: Enhance the winter weather mitigation plan.												
11	Storm Water	Flooding	City population	Public Works	FEMA	City Ordinance	HMGP, general budget	\$1.0M	\$6.0M	10 years	24 months	11
Description: Conduct structure improvements, including replacing the rip-rap section with a gabion basket and regarding steep slopes, to improve channel degradation caused by erosion from flooding.												
12	Meter Updates	Drought	City population	Public Works	Texas Commission on Environmental Quality		HMGP, general budget	\$10.0M	\$60.0M	20 years	36 months	12
Description: Enhance irrigation systems, install low water fixtures at critical facilities, replace aging/leak delivery systems, and enhance domestic meters.												

#	Project Title	Hazard Addressed	Vulnerability Addressed*	Responsible Agency	Potential Partners	Existing Planning Mechanism(s)**	Potential Funding Source	Cost Estimate	Benefits (Losses Avoided)	Project Useful Life	Timeframe	Priority
13	Hazard Awareness	Earthquakes, Expansive Soils, Thunderstorms, Tornadoes	City population	Emergency Management Office, Parks Department, Public Works Department			HMGP, general budget	\$10,000	\$60,000	2 years	24 months	13
Description: Enhance the public education program to provide mitigation strategies for the identified hazards.												
14	Well Pump	Drought Extreme Heat	City populations	Public Works	n/a	n/a	HMGP, general budget	\$200,000	1.2M	10 years	36 months	14
Description: Enhance Stonegate Well and pump house (replace electrical, pumps and equipment) to withstand drought and heat conditions, to include the installation of a generator.												
15	Waterline replacement	Earthquakes, Expansive Soils	City populations	Public Works	n/a	n/a	HMGP, general budget	\$75.0M	\$4.5B	20 years	36 months	15
Description: Utilize standards for expansive soils on new water line replacements and installation.												
16	Storm Hazard	Thunderstorms, Tornadoes	City population	Emergency Management Office, Risk Management Office, Facilities Maintenance	School District	n/a	HMGP, general budget	\$3.0M	\$18.0M	10 years	36 months	16
Description: Install impact-resistant roofs and windows in new and existing critical facilities, including schools, as necessary.												
17	Flooding Mitigation	Flooding	City population	Emergency Management Office	FEMA	n/a	HMGP, general budget	\$3,000	\$18,000	10 years	24 months	17
Description: Schedule a Community Assistance Visit (CAV) by FEMA or a State agency on behalf of FEMA to ensure that the city is adequately enforcing its floodplain management regulations.												
18	Flooding Mitigation	Flooding	City population	Emergency Management Office	Community Development	n/a	HMGP, general budget	\$1,000	\$3,000	5 years	24 months	18
Description: Conduct NFIP community workshops to provide information and incentives for property owners to acquire flood insurance												

#	Project Title	Hazard Addressed	Vulnerability Addressed*	Responsible Agency	Potential Partners	Existing Planning Mechanism(s)**	Potential Funding Source	Cost Estimate	Benefits (Losses Avoided)	Project Useful Life	Timeframe	Priority
19	Flooding Mitigation	Flooding	City population	Emergency Management Office	Community Development	n/a	n/a	\$2.0M	\$12.0M	10 years	24 months	19
Description: Remove existing structures from flood-prone areas to minimize future flood losses by acquiring and demolishing or relocating structures from voluntary property owners and preserving land subject to repetitive flooding.												
20	Flooding Mitigation	Flooding	City population	Emergency Management Office	Public Works	n/a	n/a	\$1.0M	\$6.0M	10 years	24 months	20
Description: Use bioengineered bank stabilization techniques and revetments to protect against flooding along streams, creeks, rivers, and lakes.												

* Includes Vulnerable Populations; ** through which the action will be implemented

Incorporating the Plan into Existing Planning Mechanisms

Based on Requirement 201.6(c)(4)(ii) and the State of Texas Mitigation Plan, the vulnerability and capabilities assessment for the City were carefully reviewed and considered when developing the mitigation actions for this plan. The LPT will establish a process in which the mitigation strategy, goals, objectives, and actions outlined in this plan will be incorporated into the existing local planning strategies. Once the plan is adopted, the LPT will coordinate implementation with the responsible parties in the city and external stakeholders as needed.

Steps for Implementing This HazMAP into Local Plans

- Change is proposed by an elected official or other interested party.
- The proposal is placed on the local agenda of the governing body.
- The agenda is published at least 10 days in advance of the meeting at which it will be discussed, so members of the public have an opportunity to attend the discussion meeting. Publication may be made by posting the agenda on the City's website, in the City newsletter, or on a public bulletin board.
- The proposal is discussed at the public meeting, including any comments by members of the public attendance.
- The proposal is voted on by the governing body.
- If the proposal is passed, the change is implemented by the appropriate local authority.

Integration into Local Planning Mechanisms

Incorporating the underlying principles of the HazMAP and its recommendations into other plans is a highly effective and low-cost way to expand their influence. All plan participants will use existing methods and programs to implement hazard mitigation actions where possible. As previously stated, mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and public service. This plan builds on the momentum developed through previous and related planning efforts and mitigation programs, and it recommends implementing actions, where possible, through these other program mechanisms. These existing mechanisms include:

- Regularity Capabilities
- Administrative Capabilities
- Fiscal Capabilities

Implementation and incorporation into existing planning mechanisms will be conducted by respective planning authorities and will be done through the routine actions of:

- Monitoring other planning/program agendas;
- Attending other planning/program meetings;

- Participating in other planning processes; and
- Monitoring community budget meetings for other community program opportunities.

The successful implementation of this mitigation strategy will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Regular efforts should be made to monitor the progress of mitigation actions implemented through other planning mechanisms. Where appropriate, priority actions should be incorporated into HazMAP updates. Existing planning mechanisms in which the HazMAP will be integrated are listed in Table 28.

Table 28: Types of Plans that the City of Crowley can Use for Mitigation Actions

Type of Plan	Department Responsible	Integration Method
Annual Budget Review	City Administration, Department Heads	Various departments and key personnel that participated in the planning process will review the HazMAP and mitigation actions therein, when conducting their annual budget review.
Grant Applications	City Administration, Department Heads	If a project is not in the HazMAP, an amendment may be necessary to include the action in the HazMAP.
Capital Improvement Plan (CIP)	City Administration, CIP Committees	When reviewing the Capital Improvement Plan, the leadership team will review the mitigation action plan to see which action items can be addressed with the fiscal and administrative capabilities of the city.
Regulatory Plans (such as Emergency Management Plans, Continuity of Operations, Disaster Recovery Plans, Economic Development and Evacuation Plans)	City Administration, Department Heads	The HazMAP will be consulted when city departments review or revise their current regulatory planning mechanisms or develop regulatory plans that are not currently in place.
Drainage Master Plan	Public Works	City leadership and public works staff will review identified mitigation actions and consider plan revision, as necessary, to address them.
2020 Parks Master Plan	Parks and Recreation	When reviewing the Parks Master Plan, the Parks and Recreation Department will review the HazMAP to see which action items can be addressed with the fiscal and administrative capabilities of the city.

Although there are many possible benefits to integrating components of this HazMAP into other planning mechanisms, the LPT considers this HazMAP, including development and maintenance, to be the primary vehicle to ensure the implementation of local hazard mitigation actions. The City's Emergency Operations Plan will be updated in the next two years, as it is renewed every five years. Information from this HazMat will be integrated into the risk profile, public work actions, and cybersecurity actions.

Continued Public Involvement

Continued public involvement is imperative to the overall success of the plan's implementation. The update process provides an opportunity to solicit participation from new and existing stakeholders, publicize mitigation success stories, and seek additional public comment. The plan maintenance and update process will include continued public and stakeholder involvement and input through attendance at designated committee meetings, web postings, press releases to local media, and public hearings.

PUBLIC INVOLVEMENT PROCESS FOR ANNUAL REVIEWS

The public will be notified using the City website or any other publicly accessible social platform (e.g., local newspaper, Facebook, Twitter) well in advance of any public meetings or comment periods.

PUBLIC INVOLVEMENT IN FIVE-YEAR UPDATES

When the LPT reconvenes for the five-year update, it will coordinate with all stakeholders participating in the planning process—including those who joined the committee since the planning process began—to update and revise the plan. In reconvening, the LPT will develop a plan for public involvement and will be responsible for disseminating information through various media channels detailing the plan update process. As part of this effort, public meetings will be held, and public comments will be solicited on the plan update draft.

This completes the annex for the City of Crowley. For additional information, see Appendices A and B.

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**RESOLUTION NO. R01-2026-474
CITY OF CROWLEY, TEXAS**

**A RESOLUTION OF THE CITY OF CROWLEY, TEXAS, ADOPTING THE
TARRANT COUNTY HAZARD MITIGATION ACTION PLAN, JANUARY
2026.**

WHEREAS the City of Crowley, Texas, recognizes the threat that natural hazards pose to people and property within Tarrant County; and

WHEREAS undertaking hazard mitigation actions before disasters occur reduces the potential for harm to people and property and saves taxpayer dollars; and

WHEREAS an adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS the City of Crowley has fully participated in the update process of the 2025 Tarrant County Hazard Mitigation Action Plan in coordination with Tarrant County and other participating jurisdictions; and

WHEREAS the 2025 Tarrant County Hazard Mitigation Action Plan identifies natural hazards and mitigation strategies specific to City of Crowley and being adopted by the Tarrant County Commissioners' Court for submission to the Texas Division of Emergency Management and FEMA.

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

SECTION 1.

In accordance with the City of Crowley, Texas, home rule charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code, the City of Crowley adopts the Tarrant County Hazard Mitigation Action Plan, January 2025.

ADOPTED by a vote of _____ in favor and _____ against, and _____ abstaining, this 15th day of January, 2026.

Billy Davis, Mayor

ATTEST:

Carol Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Heather Gwin	Meeting Date: January 15, 2026
Department: Finance	Agenda Item: IV.3.
Subject: Discuss and consider adoption of Resolution R01-2026-476 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items for the city for auciton.	

Background:

Staff has provided a Resolution to document the authroization of the sale or disposal of surplus. The city will utilize the Buyboard cooperative contract with Rene' Bates Auctioneers, Inc. for the online auction of suplus.

Recommendation:

Staff respectfully requests City Council consideration and approval of Resolution R01-2026-476 declaring certain property as surplus and authorizing items to be listed for auction or disposal.

Financial Information:

The contract with Rene' Bates Auctioneers, Inc. proposed a 10% Buyer's Premium in lieu of a commission. There will be no charge to the City.

Attachments:

1. Res R01-2026-476 Surplus Property
2. Exhibit A 011526 Surplus Property

RESOLUTION NO. R01-2026-476

**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 numerous items of surplus, as listed on Exhibit A.

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

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

The described property listed as Exhibit A is hereby declared surplus to the needs of the city. 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 15TH DAY OF JANUARY 2026, 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

PD Unit 115, 2019 Chevrolet Tahoe, VIN #1GNLCDEC3KR330378



PD Unit 101, 2012 Chevrolet Tahoe, VIN # 1GNLC2E06CR217312



* All emergency equipment will be removed prior to auction



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: January 15, 2026
Department: Asst City Managers	Agenda Item: IV.4.
Subject: Discuss and consider approval of Resolution R01-2026-475 approving the submission of an application for financial assistance from the Texas Water Development Board to fund improvements to the city's utility system in the maximum amount of \$26,000,000; and other matters in connection therewith.	

Background:

The Texas Water Development Board (TWDB) offers loans to fund water development projects at low fixed rates to facilitate infrastructure growth needs. The future water entry point project that involves an elevated storage tank, ground storage tanks, pump station and water transmission lines is going through the engineering and design phase at this time. In preparation for the future financial outlay for that project, staff has been researching various funding options.

The TWDB DFund is a funding option offered to municipal water systems that staff has been reviewing.

The resolution being presented at this time is to allow staff to continue to pursue the DFund application process. The approval of the council is necessary to complete the application and keep this option available. In addition, the application is requesting the council select an authorized representative to serve on behalf of the City for and during the application process.

The resolution would authorize the City Manager to serve in that capacity.

The financial threshold being considered at this time is not to exceed construction cost of \$26,000,000. We have been working with the project design engineer to arrive at these current projections, but until the final designs are complete, these cost estimates may change. The lending rates TWDB is proposing are attached for reference. The City is currently reviewing this information along with other viable funding options with our financial advisor (SAMCO).

Recommendation:

Staff is recommending approval of the resolution as presented. **Recommended motion** (*in favor of*): I move to approve the resolution authorizing an application to the Texas Water Development Board.

Financial Information:

There is no financial obligation for the initial loan application. The financial obligations, if applicable, will be revisited during a future discussion of the issue.

Attachments:

1. Resolution R01-2026-475 TX Water Development 2
2. TWDB-0201A
3. TWDB-0201-1Aff Resolution ME

4. TWDB-0201B-1 Certificate of Secretary
5. TWDF Information Page
6. Lending Rates - DFUND

RESOLUTION R01-2026-475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD FOR CONSTRUCTING VARIOUS PUBLIC IMPROVEMENTS TO THE CITY'S UTILITY SYSTEM; AUTHORIZING THE CITY'S FINANCIAL ADVISOR, BOND COUNSEL, AND ENGINEERS TO COORDINATE THE SUBMISSION OF THE APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR FUNDING FROM ITS WATER DEVELOPMENT FUND; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Crowley, Texas (the *City*) deems it necessary to apply to the Texas Water Development Board (the *Board*) for financial assistance; and

WHEREAS, in accordance with the rules and regulations of the Board, which govern the procedures in making such an application, the governing body of the City is required to pass a resolution to accompany such application;

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

SECTION I.

It is hereby found and determined that the City cannot reasonably finance the proposed project without the financial assistance of the Board in the amount requested.

SECTION II.

The City hereby requests that the Board, from its Water Development Fund Program, grant financial assistance to the City in the amount not to exceed \$26,000,000 (as a loan or by the purchase of obligations of the City and the receipt of the largest amount of grant funds lawfully available from the Board) for constructing improvements to the City's utility system, as designed by the City's consulting engineer, and the purchase of the necessary land and rights-of-way relating to this project. These obligations may be issued by the City in one or more series.

SECTION III.

The Mayor of the City, or an authorized designee thereof, is hereby authorized to execute and submit to the Board the application for such financial assistance, and the Mayor of the City, together with the bond counsel, financial advisors, and consulting engineers named in such application, are authorized to appear before the Board in support of such application.

SECTION IV.

The Mayor of the City, or an authorized designee thereof, is further specifically authorized to make the required assurances to the Board in accordance with the rules, regulations, and policies of the Board.

SECTION V.

A certified copy of this Resolution shall be attached to the application for financial assistance herein authorized to be prepared and submitted to the Board, and the City Secretary of the City is authorized and directed to prepare and certify such number of copies of

this Resolution as may be required for purposes of supporting the submission of such application to the Board.

SECTION VI:

The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City.

SECTION VII:

All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION VIII:

This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION IX:

If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION X:

It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION XI:

This Resolution shall be in force and effect from and after its passage on the date shown below

DULY PASSED AND APPROVED THIS THE 15th DAY OF January, 2026.

Billy Davis, Mayor

ATTEST:

(CITY SEAL)

Carol Cannady, City Secretary

Application Filing and Authorized Representative Resolution

A RESOLUTION by the _____ of the _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$_____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the _____ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____

Engineer: _____

Bond Counsel: _____

PASSED AND APPROVED, this the 15 day of January, 20 26.

ATTEST: _____

By: _____

(Seal)

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ as the Authorized Representative of the _____, who being by me duly sworn, upon oath says that:

1. The decision by the _____ (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the _____ (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The _____ (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The _____ (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____.

5. The _____ (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The _____ (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The _____ (authority, city, county, corporation, district) will
comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and
regulations of the TWDB.

Official Representative

Title: City Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this 15 day of January, 2026.

(NOTARY'S SEAL)

Notary Public, State of Texas



Texas Water Development Fund (DFund)

The DFund provides financing for various types of eligible infrastructure projects. This program enables the TWDB to fund projects with multiple purposes (e.g., water and wastewater) in one commitment.

Eligible Applicants

- Political subdivisions.
- Nonprofit water supply corporations.

Eligible Projects

Planning, design, acquisition, and construction of projects for

- water supply, including reservoirs and well fields;
- conservation;
- water quality enhancement;
- flood control; or
- wastewater.

Benefits and Terms

- Long-term fixed interest rates based on the TWDB's cost of funds.
- 20- to 30-year repayment terms.
- Subject to eligibility and Board approval, there is no maximum funding limit.
- Access to funding on a periodic basis—please contact us to discuss project timeline and funding availability.

Program Requirements

- Submit current financial audits for your entity with the financial assistance application.
- State-level environmental review.
- Water supply projects must be consistent with the current state water plan.
- Reservoir funding must be segmented or phased, and permitting is required prior to a construction commitment.
- Entities receiving assistance over \$500,000 must adopt water conservation and drought contingency plans.
- Meet U.S. Iron and Steel requirements.
- Review of legislative requirements regarding water loss threshold limits.

For specific questions about the program, please contact Financial_Assistance@twdb.texas.gov.

Detailed information is also available at www.twdb.texas.gov/financial/programs/TWDF.



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

AGENDA ITEM MEMO

BOARD MEETING DATE: September 18, 2025

TO: Board Members

THROUGH: Bryan McMath, Executive Administrator
Ashley Harden, General Counsel
Georgia Sanchez, Chief Financial Officer

FROM: David Duran, Director of Debt and Portfolio Management
Lina Linehan, Financial Analyst

SUBJECT: Development Fund II Program Lending Rate Scales

ACTION REQUESTED

Consider approving by resolution the establishment of new tax-exempt and taxable lending rate scales for the Texas Water Development Fund II Water Financial Assistance Account to be effective September 18, 2025.

BACKGROUND

Pursuant to 31 Texas Administrative Code §363.33(b), the Texas Water Development Board (TWDB) will set new lending rate scales after each bond sale, or as necessary to meet changing market conditions. The rates are based upon the TWDB's costs associated with bond issuance, risk factors associated with managing the loan portfolio, and market rate scales. This is generally accomplished by creating a weighted interest cost based on the borrowing rates of proceeds remaining from any of the TWDB's previous bond issues combined with newly issued bond proceeds. Once the weighted interest cost is determined, basis points are added to cover the issuance cost, and may include basis points to cover default risk, prepayment risk, and any additional risk exposure in managing the fund. Historically, the TWDB has added 35 basis points to the yield in each year in order to cover the risk exposure of the fund.

KEY ISSUES

The current taxable and tax-exempt Texas Water Development Fund II (DFund) lending rate scales were approved by the board in May of 2024, and remain in place to close loans from program equity or borrower prepayments. Market rates have substantially changed since the prior lending rates were approved, as evidenced by the results of the August 5,

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Leading the state's efforts
in ensuring a secure
water future for Texas · L'Oreal Stepney, P.E., Chairwoman | Tonya R. Miller, Board Member
· Bryan McMath, Executive Administrator

2025 pricing of the State of Texas Water Financial Assistance and Refunding Bonds, Series 2025BCD.

Market data from the day of the sale was used to develop new tax-exempt and taxable lending rate scales, which include 35 basis points added to each yield to cover the costs of issuance and the costs of payment timing mismatch, default risk, and prepayment risk.

RECOMMENDATION

To set rates for financial assistance from Texas Water Development Fund II which meet market conditions and cover the costs of the TWDB funds and risks, the Executive Administrator recommends approval of the new DFund II tax-exempt lending rate scale in Exhibit A to the resolution and taxable lending rate scale in Exhibit B to be effective as of September 18, 2025.

Attachment:

1. Resolution (25-)

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING THE ESTABLISHMENT OF
NEW TAX-EXEMPT AND TAXABLE LENDING RATE SCALES
FOR THE FINANCIAL ASSISTANCE ACCOUNT OF THE
TEXAS WATER DEVELOPMENT FUND II

(25 -)

Recitals:

Pursuant to 31 Texas Administrative Code § 363.33(b), the Texas Water Development Board (TWDB) will set new lending rate scales after each bond sale, or as necessary to meet changing market conditions. The Board will set the lending rate scales for loans and state participation projects based upon cost of funds, risk factors in managing the loan portfolio, and market rate scales.

The Board staff has prepared a new tax-exempt lending rate scale and a new taxable lending rate scale which will apply to financial assistance from the Texas Water Development Fund II Water Financial Assistance Account (DFund II) as set forth in Exhibit A and Exhibit B to this Resolution and staff's September 18, 2025 Memorandum to the Board, to which documents express reference is made.

Findings:

The Board finds that the new tax-exempt and taxable lending rate scales for the DFund II are based upon cost of funds, risk factors in managing the loan portfolios, and market rate scales, as appropriate.

NOW, THEREFORE, based on said considerations and findings, the Texas Water Development Board resolves as follows:

The Board approves the new DFund II tax-exempt lending rate scale in Exhibit A and the new DFund II taxable lending rate scale in Exhibit B, as attached to this Resolution, effective September 18, 2025 for the tax-exempt and taxable lending rates which apply to financial assistance provided from the Financial Assistance Account of the Texas Water Development Fund II.

ADOPTED and APPROVED this the 18th day of September 2025.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

EXHIBIT A

LENDING RATE SCALE FOR DFUND II

Tax-Exempt Rates

Year	Rate
Year 1	2.76%
Year 2	2.78%
Year 3	2.81%
Year 4	2.83%
Year 5	2.98%
Year 6	3.17%
Year 7	3.34%
Year 8	3.47%
Year 9	3.64%
Year 10	3.83%
Year 11	4.11%
Year 12	4.31%
Year 13	4.48%
Year 14	4.61%
Year 15	4.73%
Year 16	4.85%
Year 17	4.95%
Year 18	5.03%
Year 19	5.09%
Year 20	5.14%
Year 21	5.18%
Year 22	5.21%
Year 23	5.24%
Year 24	5.25%
Year 25	5.26%
Year 26	5.26%
Year 27	5.27%
Year 28	5.28%
Year 29	5.28%
Year 30	5.29%
Year 31	5.32%
Year 32	5.32%
Year 33	5.32%
Year 34	5.32%
Year 35	5.32%
Year 36	5.34%
Year 37	5.34%
Year 38	5.34%
Year 39	5.34%
Year 40	5.34%

EXHIBIT B

LENDING RATE SCALE FOR DFUND II

Taxable Rates

Year	Rate
Year 1	4.29%
Year 2	4.34%
Year 3	4.41%
Year 4	4.50%
Year 5	4.60%
Year 6	4.75%
Year 7	4.85%
Year 8	5.02%
Year 9	5.07%
Year 10	5.17%
Year 11	5.27%
Year 12	5.37%
Year 13	5.42%
Year 14	5.47%
Year 15	5.52%
Year 16	5.80%
Year 17	5.80%
Year 18	5.80%
Year 19	5.80%
Year 20	5.80%
Year 21	6.05%
Year 22	6.05%
Year 23	6.05%
Year 24	6.05%
Year 25	6.05%
Year 26	6.05%
Year 27	6.05%
Year 28	6.05%
Year 29	6.05%
Year 30	6.05%
Year 31	6.10%
Year 32	6.10%
Year 33	6.10%
Year 34	6.10%
Year 35	6.10%
Year 36	6.15%
Year 37	6.15%
Year 38	6.15%
Year 39	6.15%
Year 40	6.15%



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: January 15, 2026
Department: Asst City Managers	Agenda Item: IV.5.
Subject: Discuss and consider approval of Resolution R01-2026-477 authorizing an Advance Funding Agreement (AFA) between TxDOT and the City of Crowley for the Main Street Trail Extension project and authorizing the City Manager or her designee to execute the AFA.	

Background:

The City of Crowley was awarded reimbursement funds through the 2025 North Central Texas Council of Government (NCTCOG) Traffic Alternative grant program. NCTCOG utilizes the Texas Department of Transportation (TxDOT) local offices to oversee the project management of those projects receiving funds. TxDOT requires all projects to execute an Advanced Funding Agreement (AFA) which outlines each parties roles and responsibilities. A draft AFA is attached to this resolution request.

The project name Main Street Trail Extension has been given to this project. The area of limits for this project extends along the north side of Main Street beginning at the FM 731/Crowley Road intersection proceeding east ending at Bicentennial Park. The trail will serve as a multimodal passage for pedestrians and cyclists, facilitating access for residents and users from downtown Crowley to Bicentennial Park. The right of way along Main Street is owned and managed by the City of Crowley. The completed facilities will be owned and maintained by the City of Crowley at the completion of the project.

The City of Crowley is responsible for the engineering, environmental study, design and bidding for the project. The grant is structured to only provide reimbursements toward actual construction costs in an 80% TxDOT to 20% City match arrangement. The City has previously awarded the design contract to Teague, Nall and Perkins for this project.

Recommendation:

Staff recommends approval of the resolution as presented with no recommended corrections.

Financial Information:

The required city match portion, which is outlined in attachment B of the AFA, will be funded through reserve funds previously collected from gas well royalties.

Attachments:

1. AFA Resolution.Main Street Trail (002)
2. CSJ 0902-90-377 Draft AFA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CROWLEY, TEXAS AUTHORIZING AN ADVANCE FUNDING AGREEMENT (AFA) FOR STATEWIDE TRANSPORTATION ALTERNATIVE PROGRAM (OFF-SYSTEM); AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE AFA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) has identified the Main Street Trail Extension Project for a multi-modal trail extension from downtown Crowley (FM731/N. Crowley Road) to Bicentennial Park (the Project) within the jurisdiction of the City of Crowley; and

WHEREAS, the scope of the Project and the Project funding is more fully described in the AFA with TxDOT, with the City being responsible for the construction of the Project subject to 80% federal funding grant with 20% local government (City) funding coming from reserve funds previously collected from gas well royalties; and

WHEREAS, the City of Crowley, authorizes an Advance Funding Agreement (AFA) for Statewide Transportation Alternative Program (Off-System) with Texas Department of Transportation for the City of Crowley to construct multi-modal trail improvements along Main Street from downtown Crowley (FM 731/N. Crowley Road) to Bicentennial Park. The authorized representative of the City of Crowley is authorized to execute all documents necessary to complete this transaction.

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

SECTION 1.

The City Council authorizes an Advance Funding Agreement with the State of Texas for the construction of the highway safety improvement program grant improvements multi-modal trail improvements along Main Street from downtown Crowley (FM 731/N. Crowley Road) to Bicentennial Park. The City shall be responsible for its share of the costs of the Project, plus any cost overruns, as specified in the AFA.

SECTION 2.

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

SECTION 3.

It is hereby officially found and determined that the meeting at which this resolution 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 Resolution shall take effect upon its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS ON THIS ____ DAY OF _____, 2026.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-377	AFA ID	Z00012526	CFDA No.	20.205
AFA CSJs	0902-90-377			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	10450		
Project Name	Crowley-Main Street Trail Extension			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Statewide Transportation Alternative Program Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Crowley**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **to create a safe multi-modal passage for pedestrians and cyclists, facilitating access for residents and users from downtown Crowley (FM 731/N Crowley Rd) to Bicentennial Park..** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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Project Name	Crowley-Main Street Trail Extension			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of constructing 2,600 linear feet of 12' wide multi-use concrete trail, 4 ADA-compliant curb ramps, 4' wide sidewalk connection to low-income neighborhoods, and 2 painted crosswalks. Additional work includes safety signage, street lighting, screening fence, ramp adjustments for connection to FM 731, and trail retaining wall with handrails where the project connects into the existing Bicentennial Park trail. The project area encompasses the north side of the Main Street right-of-way, between FM 731/N Crowley Rd and the bridge overpass south of Bicentennial Park as shown in attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be

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completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

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- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform

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to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

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- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Crowley ATTN: Assistant City Manager 201 E. Main Street Crowley, Texas, 76036	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this

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Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

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covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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- whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
 - H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

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- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

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Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

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provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:

<https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

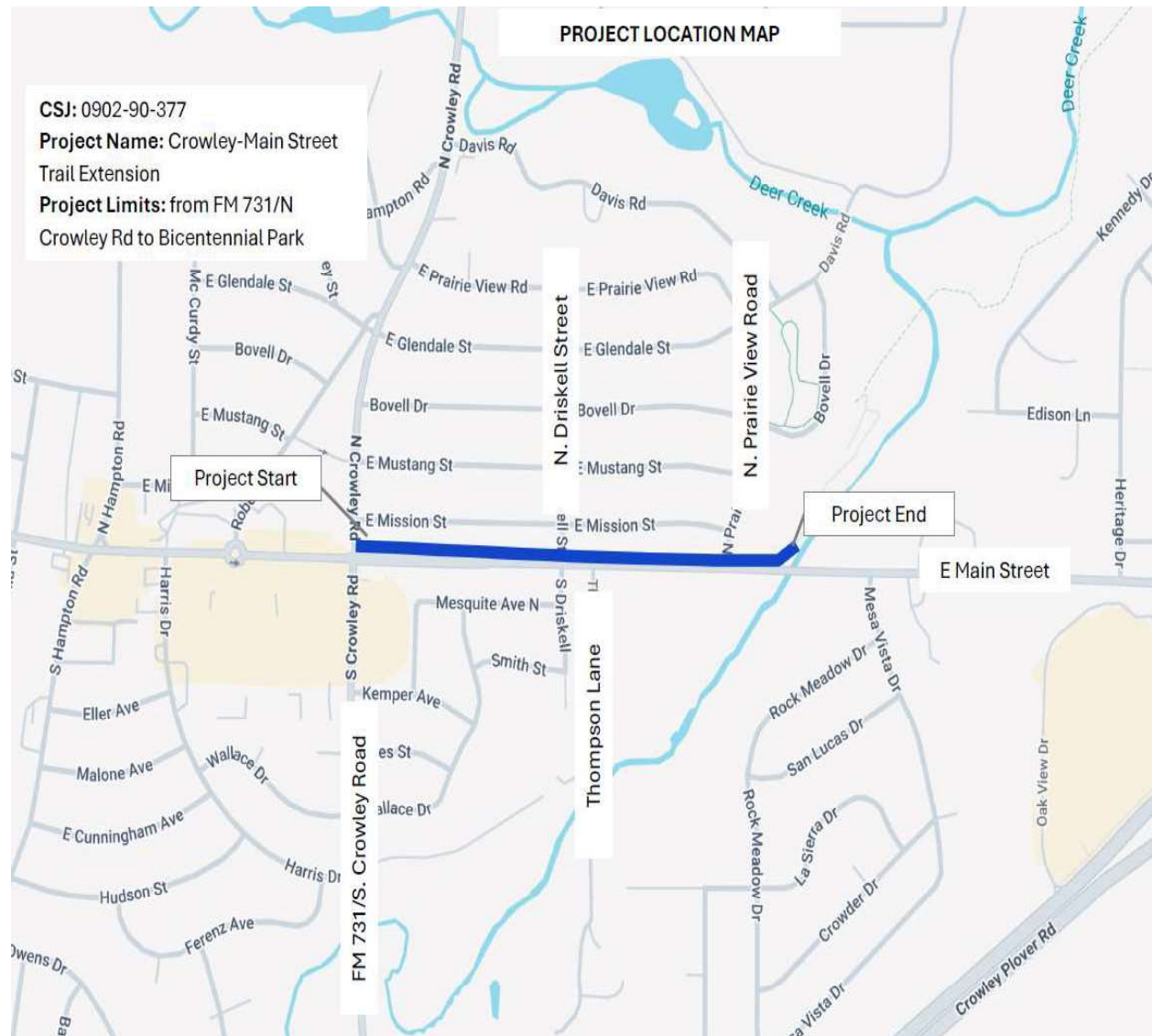
Typed or Printed Title

Date

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by - Local Government)	\$34,900	0%	\$0	0%	\$0	100%	\$34,900
Engineering (by Local Government)	\$332,300	0%	\$0	0%	\$0	100%	\$332,300
Construction (by Local Government)	\$2,320,000	80%	\$1,856,000	0%	\$0	20%	\$464,000
Subtotal	\$2,687,200		\$1,856,000		\$0		\$831,200
Environmental Direct State Costs	\$33,589	0%	\$0	0%	\$0	100%	\$33,589
Engineering Direct State Costs	\$33,589	0%	\$0	0%	\$0	100%	\$33,589
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$67,180	0%	\$0	0%	\$0	100%	\$67,180
Subtotal	\$134,360		\$0		\$0		\$134,360
Indirect State Costs (5.51%)	\$7,403	0%	\$0	100%	\$7,403	0%	\$0
TOTAL	\$2,828,963		\$1,856,000		\$7,403		\$965,560

Initial payment by the Local Government to the State: \$67,180.00.

Payment by the Local Government to the State before construction: \$67,180.00.

Estimated total payment by the Local Government to the State \$134,360.

This is an estimate.

The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER