



Agenda
Crowley City Council
April 2, 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 - April 2, 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 March 19, 2026.

III. City Business

1. Discuss and consider authorizing the City Manager or her designee to execute a service contract with Asterra for a system-wide water leak detection survey.
2. Consider approving an Interlocal Agreement for administrative cost funding for Section 5310 Program between the Fort Worth Transportation Authority and The City of Crowley, Texas, FY 2025-26 and authorizing the Mayor to execute said Agreement.
3. Discuss and take action on a Developer's Agreement between the City of Crowley and Trailview Church for the construction of public infrastructure for the renovation project located at 405 S Beverly St.

IV. Adjournment

I, the undersigned authority, do hereby certify that this Work Session Agenda of the Crowley City Council to be held on April 2, 2026 at 6:30 PM is a true and correct copy posted on March 27, 2026 at 2:30 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: Carol Cannady	Meeting Date: April 2, 2026
Department: City Secretary	Agenda Item: II.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on March 19, 2026.	

Background:

Recommendation:

Financial Information:

None

Attachments:

1. 03192026 CC WS Minutes
2. 03192026 CC Reg Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD MARCH 19, 2026. The City Council of the City of Crowley, Texas met in Work Session on Thursday, March 19, 2026, at 6:30 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

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

Present were

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

City staff included:

City Manager, Lori Watson
Asst City Manager, Cristina Winner
Asst City Manager, Matt Elgin
City Attorney, Rob Allibon
City Secretary, Carol Cannady
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Planning and Comm Dev Director, Rachel Roberts
Public Works Director, Mike Rocamontes
EDC Director, Molly Martin
Asst Finance Director, Heather Gwin
Downtown Events Coordinator, Julie Hepler

Absent: None

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on March 5, 2026.

No discussion

Public Hearings

1. Hold a public hearing, discuss, and consider approval of Ordinance # 03-2026-590 amending Ordinance # 03-2024-518, the planned development district regulations for Teeter Ranch planned development district, to reduce the side yard setback from 7.5 ft to 5 ft in the PD-R-3 single family residential sub-district and to update the concept plan and/or other exhibits attached to the ordinance. **Case # ZCA-2025-005.**

No discussion

City Business

1. Discuss and consider approval of a request by Bloomfield Homes for a waiver (variance) from Sec. 98-38 Subdivision Regulations to allow grading and clearing prior to approval of a final plat

No discussion

2. Discuss and consider authorizing the City Manager, or her designee, to amend the existing Chapter 380 Agreement with Next Level Events, LLC for the purpose of rescheduling the BBQ Festival to a new proposed event date of November 7, 2026.

No discussion

3. Discuss and consider approval of the annual contract (October 1, 2025, through September 30, 2026) for fire and ambulance service with Tarrant County Emergency Service District No. 1 and authorizing the Mayor to execute said contract.

Fire Chief Pleasant Brooks informed the Council that the ESD is currently discussing the potential construction of a new station near the Chisholm Tollway. He noted that if this occurs, the City could lose associated funding, as many calls originate from that area. He recommended that the City consider setting aside these funds for the future purchase of fire trucks or ambulances.

4. Discuss and consider approval of an amended development agreement with Bloomfield Homes to include clearing and grading on an unplatted tract of land on Crowley Rd

No discussion

5. Discuss and consider 2025-26 CCPD Budget Amendment #3 to allocate partial salary costs for the newly established Project Manager Position.

No discussion

6. Discuss and consider 2025-26 EDC Budget Amendment #1 to allocate partial salary costs for the newly established Project Manager Position, Media Coordinator Training and demolition of 105 N Tarrant St., 200 McCurdy St. and 208 W Main St.

No discussion

7. Discuss and consider adoption of Resolution R03-2026-482 to amend the Texpool Authorized Representatives.

No discussion

8. Discuss and consider adoption of Ordinance 03-2026-591 amending the FY2025-26 City of Crowley Operating Budget and appropriating resources to be known as "FY2025-26 Budget Amendment No. 1"; establishing an effective date.

No discussion

9. Discuss and consider proposed event format options and associated costs for the 2026 Celebration of Freedom.

Jasmin Rojas, Special Event Coordinator, presented the operational options developed by staff in response to City Council’s direction to evaluate formats and associated costs for the 2026 Celebration of Freedom. She explained that Option A would consist of a fully secured, ticketed event with a fenced perimeter, security screening, and attendance capped at approximately 3,500, along with live entertainment and limited vendors; however, no on-site parking or shuttle service would be provided, and traffic would be managed in surrounding areas. While this option offers the highest level of security and a traditional event experience, it requires significant planning and has the highest estimated cost of \$142,775, excluding city staffing. She also outlined Option B, a simplified fireworks-only approach in which Bicentennial Park would be closed to the public and secured during the display, with residents encouraged to view the show from various locations throughout the city and traffic managed in nearby neighborhoods. This option eliminates event programming, though it could include synchronized music via FM broadcast, and represents the most cost-effective approach, with an estimated cost of \$94,106, excluding city staffing. She also clarified that the city would not be able to obtain the broadcast license in time for this years event. Council inquired why the park would need to be closed under Option B. Jasmin explained that to allow residents to view the fireworks from across the city, the vendor would use larger shells launched at a higher altitude, which increases the fallout area and necessitates closing the park for safety reasons.

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:01 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD MARCH 19, 2026. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, March 19, 2026, 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 7:02 p.m. City Secretary Carol Cannady called roll and noted a quorum was present.

Present were

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

City staff included:

City Manager, Lori Watson
Asst City Manager, Cristina Winner
Asst City Manager, Matt Elgin
City Attorney, Rob Allibon
City Secretary, Carol Cannady
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Planning and Comm Dev Director, Rachel Roberts
Public Works Director, Mike Rocamontes
EDC Director, Molly Martin
Asst Finance Director, Heather Gwin
Downtown Events Coordinator, Julie Hepler

Absent: None

Invocation and Pledge of Allegiance to the American and Texas Flags

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

Presentations/Proclamations

1. Proclamation - American Red Cross Month

The proclamation was read aloud by Council Member Jerry Beck and presented by Mayor Billy Davis to Adolph from the North Texas Region Red Cross.

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on March 5, 2026.

Council Member Jim Hirth made the motion to Approve the consent agenda items as presented; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

Public Hearings

1. Hold a public hearing, discuss, and consider approval of Ordinance # 03-2026-590 amending Ordinance # 03-2024-518, the planned development district regulations for Teeter Ranch planned development district, to reduce the side yard setback from 7.5 ft to 5 ft in the PD-R-3 single family residential sub-district and to update the concept plan and/or other exhibits attached to the ordinance. **Case # ZCA-2025-005.**

Mayor Davis opened the public hearing at 7:10 p.m. and invited anyone wishing to speak to come forward.

Planning and Community Development Director Rachel Roberts addressed the Council and explained that the Teeter Ranch planned development district ordinance approved in 2024 contains a discrepancy between the required side yard setbacks and those shown on the concept plan. While the ordinance requires a 7.5-foot interior side yard setback, the concept plan reflects a 5-foot setback. The developer designed the subdivision based on the 5-foot setback and is requesting an amendment to bring the ordinance into alignment with the concept plan. In addition, several minor errors related to other setbacks on the concept plan are proposed to be corrected.

Ms. Roberts noted that City staff support reducing the interior side yard setback to 5 feet, as it is appropriate within the context of this development, which includes a mix of design standards—some that are less restrictive and others that exceed typical City requirements. Staff do not anticipate any negative impacts to stormwater management or safety, though compliance with applicable fire code requirements may still be necessary.

She also stated that staff recommend updating the concept plan to accurately reflect the correct setbacks to avoid future confusion. Discussions regarding the layout of the park and open space areas are ongoing but are not part of this request and will be addressed during the platting process.

Ms. Roberts added that the Planning and Zoning Commission considered the request on February 23, conducted a public hearing with no speakers, and voted to recommend approval.

Mayor Davis closed the public hearing at 7:13 p.m.

Council Member Jesse Johnson made the motion to Approve Ordinance 03-2026-590; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

City Business

1. Discuss and consider approval of a request by Bloomfield Homes for a waiver (variance) from Sec. 98-38 Subdivision Regulations to allow grading and clearing prior to approval of a final plat

Council Member Tina Pace made the motion to Approve a variance request submitted by Bloomfield Homes to allow grading and clearing prior to final plat approval; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. Discuss and consider authorizing the City Manager, or her designee, to amend the existing Chapter 380 Agreement with Next Level Events, LLC for the purpose of rescheduling the BBQ Festival to a new proposed event date of November 7, 2026.

Council Member Jim Hirth made the motion to Approve an amendment to the Chapter 380 Agreement with Next Level Events LLC; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

3. Discuss and consider approval of the annual contract (October 1, 2025, through September 30, 2026) for fire and ambulance service with Tarrant County Emergency Service District No. 1 and authorizing the Mayor to execute said contract.

Council Member Matt Foster made the motion to Approve the Tarrant County Emergency Service District No 1 Agreement; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

4. Discuss and consider approval of an amended development agreement with Bloomfield Homes to include clearing and grading on an unplatted tract of land on Crowley Rd

Council Member Jesse Johnson made the motion to Approve an amended development agreement with Bloomfield Homes; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

5. Discuss and consider 2025-26 CCPD Budget Amendment #3 to allocate partial salary costs for the newly established Project Manager Position.

Council Member Tina Pace made the motion to Approve the FY2025-26 CCPD Budget Amendment #3; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

6. Discuss and consider 2025-26 EDC Budget Amendment #1 to allocate partial salary costs for the newly established Project Manager Position, Media Coordinator Training and demolition of 105 N Tarrant St., 200 McCurdy St. and 208 W Main St.

Council Member Jesse Johnson made the motion to Approve the FY2025-26 Budget Amendment #1 for the EDC; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

7. Discuss and consider adoption of Resolution R03-2026-482 to amend the Texpool Authorized Representatives.

Council Member Matt Foster made the motion to Approve Resolution R03-2026-482; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

8. Discuss and consider adoption of Ordinance 03-2026-591 amending the FY2025-26 City of Crowley Operating Budget and appropriating resources to be known as "FY2025-26 Budget Amendment No. 1"; establishing an effective date.

Council Member Tina Pace made the motion to Approve Ordinance 03-2026-591 approving FY2025-26 City of Crowley Operating Budget No 1; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

9. Discuss and consider proposed event format options and associated costs for the 2026 Celebration of Freedom.

Council Member Jim Hirth made the motion to Approve the implementation of Option B, calling for a fireworks only format for the Celebration of Freedom; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

Public Comment

Terri Horn, Crowley Chamber of Commerce, remind council of the upcoming Chamber Luncheon on March 26, 2026. She also stated that Hampton Townhomes would have a ribbon cutting on April 9 at 10:00 a.m.

Items of Community Interest

Downtown Events Coordinator Julie Hepler reminded everyone of the Adult Easter Egg hunt on March 27, 2026 at 6:00 p.m.

Executive Session

N/A

Reconvene and Take Action from Executive Session

N/A

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:23 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Randal Manus	Meeting Date: April 2, 2026
Department: Water & Wastewater	Agenda Item: III.1.
Subject: Discuss and consider authorizing the City Manager or her designee to execute a service contract with Asterra for a system-wide water leak detection survey.	

Background:

The Council last approved a water loss survey in 2018. That information led to the repair of multiple leaks throughout the city, reducing water loss. Since that time, the system has been expanded from 76 mile system to 103 miles and has experienced an increase in unaccounted water loss. Unaccounted water loss comes 3 sources, leaks, theft, and inaccurate meters. Council is currently addressing inaccurate meters with the current funding for meter change outs. Staff would like to hire a firm to conduct a leak detection survey to determine if there is a leak(s) in the system and where those leak(s) are located. City Staff would then begin making repairs to any leak(s) discovered. Finding and repairing leaks in the system will help the City comply with Texas Water Development Board and the Fort Worth Wholesale Water Contract requirements, along with saving the City money for the cost of water paid to the City of Fort Worth.

City Staff received three proposals and the companies and their costs are:

- Asterra \$48,000
- Samco \$64,600
- American Leak Detection \$28,224

All three companies use a non-invasive acoustic leak detective system that will not impact water service to any customers. In addition, Asterra will use a proprietary satellite imaging algorithm across the City to identify potential leaks that will overlay with the City's GIS files. The only impact water customers may experience is when repairs are made to the system.

For the sake of illustration, this chart shows the real loss numbers over the past 9 years:

Water Loss Data

Service Year	Gallons per connection	Percentage	Year Reported	TWDB Threshold	Over - / Under +
2016	44.41	18%	2017		
2017	42.46	16%	2018		
2019 *	5.1	4.24%	2020		
2020	21.02	9.65%	** 2021		
2021	9.66	7%	2022		
2022	5.35	5.12%	2023	30	24.65
2023	19.18	9.58%	2024	30	10.82
2024	50	18.21%	2025	30	-20
2025	59.46	20.70%	2026	30	-29.46

* = Year the Match Point Leak Detection Service was used

** = Changed to just reporting gallons per connection

Recommendation:

Staff recommends approval of the contract with Asterra in the amount of \$48,000.00

Financial Information:

Funding for the survey could come out of water fund or water fund reserves.

Attachments:

1. ASTERRA Proposal_SaaS Offering_Crowley, TX
2. SAMCO City of Crowley Leak Detection Services Proposal and Map, 2026
3. American Leak

A proposal for
City of Crowley, TX



Proposal & Scope of Work

Prepared by Eric Trerotola, Sr. Sales Manager

16 March 2026

ASTERRA

ASTERRA uses patent-protected technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban and rural, water or sewage networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water or wastewater leaks, through the analysis of SAR data. This is of considerable value to industry, governments, and citizens. Because the observation point is orbiting 390 miles above the Earth, this allows for simultaneous monitoring of pipes within a large network.

ASTERRA's Martian Roots

ASTERRA's core technology is based on the search for underground water on Mars and other planets. Lauren Guy, a geophysicist, and entrepreneur who developed the approach, quickly recognized the application could be even more effective here on Earth. The water was closer, the need more immediate, and the technology had the potential to solve a number of critical problems. Mr. Guy founded Utilis (now known as ASTERRA) in 2013 to develop applications for the new technology. In 2016, leak detection in underground water systems became the first commercially used application. This solution is now called Recover.

A Revolutionary Change

From an orbiting satellite, our algorithm which is fine-tuned to detect treated drinking water and wastewater, reveals underground leaks as small as 0.2 gallons per minute. Now, managers of underground water infrastructure can see the water leaking from their systems. Even in the largest cities, it could be seen all at once, with unheard-of speed and efficiency. ASTERRA continues to refine the technology and expand its applications beyond leak detection, adding pipeline monitoring and deficiency analysis to its growing capabilities.

Impact

ASTERRA actively contributes to the United Nations Sustainable Development Goals, particularly focusing on Goal numbers 6 (Clean Water and Sanitation), 9 (Industry, Innovation, and Infrastructure), 11 (Sustainable Cities and Communities), and 13 (Climate Action). By leveraging our expertise in satellite-based infrastructure intelligence, we empower organizations to make data-driven decisions and build a resilient and sustainable future. We are dedicated to creating lasting positive change and supporting the achievement of the SDGs globally.



1. Satellite Radar – Scan Acquisition

Raw scans of the area taken by radar over Areas of Interest (AOI) received from client

2. Radiometric Corrections

ASTERRA takes the raw scan and prepares it for analysis, by filtering interferences from buildings, manmade objects, vegetation, water bodies, and more

3. Algorithmic Analysis

ASTERRA's unique and patented algorithm targets the spectral signature of treated water or wastewater and its interaction with the soil

4. Availability to Client

Newly detected leak locations are delivered via the EO Discover platform to the client on an ongoing basis, with frequency depending on the level of monitoring purchased.

Advantages of Ongoing Monitoring

Today, utilities typically survey their system blindly and reactively. This approach yields minimal results which leads many utilities to deprioritize proactive leak detection. Usually, utilities are forced to use limited resources for work orders to find, dig and repair leaks. In most cases, this results in falling further behind the curve and increased pipe breakages. Rather than leak detectors surveying the entire system blindly, Recover guides leak detectors to likely leak locations which ASTERRA has highlighted through their analysis. Now, leak detectors only need to walk 5-10% of the system where water is already leaking. ASTERRA's technology can detect active leaks in your system with a single scan, providing a snapshot at that moment in time. However, a single scan may not capture all active leaks. To ensure comprehensive detection, additional scans offer ongoing monitoring, allowing for the identification of more leaks over time. Since leaks can develop and expand, ongoing monitoring ensures that even areas previously inspected will be reassessed and any new or growing leaks will be detected.

Client Benefits & Impact

ASTERRA provides a comprehensive, accurate, and non-invasive remote sensing solution for locating leaks and monitoring any potable water and wastewater system in the world. This works over any type of terrain – flat or hilly; sparsely populated or densely populated high-rises. This is done by extracting information from SAR scans taken high above the ground and converting them into locations of underground potable water or wastewater leaks. Reducing NRW additionally has a positive effect on the environment. By reducing non-revenue water loss, the amount of processing decreases, resulting in a reduction of power use and the associated environmental effects. Locating and fixing wastewater leaks in sewer systems also helps the environment by preventing pollution.

Main benefits of Recover:

- Non-invasive technology: Deployment of sensors or hardware on the ground is not necessary.
- ASTERRA technology is effective irrespective of soil type, pipe material, and pipe diameter.
- Covers large areas at once. Surveys an entire system in urban and rural areas, while also providing location intelligence at a fine resolution. Identifies potential leaks in areas that traditional acoustic leak detection programs may not typically survey.
- Find more leaks in a shorter period: Increases the efficiency of traditional acoustic leak detection programs by prioritizing work locations and offering quicker response times.
- Screening technology that can be used directly or indirectly for condition assessment, asset budget planning and work on structural changes prioritizing network riskier zones.
- Identifies background (i.e., non-surfacing) leaks that might otherwise go undetected for long periods of time.
- Can fit into either CAPEX or OPEX budgets.
- Provides a positive impact on the environment (reduces water loss, electricity used, and CO2 produced).

ASTERRA's Solutions

ASTERRA's solutions include Recover and MasterPlan for potable water and wastewater. All are made available on ASTERRA's EO Discover platform. Recover and MasterPlan are ASTERRA's commercial services offered in this proposal. The output from the proprietary algorithm is provided through the analysis of the SAR data combined with other processing techniques owned by Utilis (dba ASTERRA).

Recover for Leak Detection

Recover is a satellite-based solution for monitoring and detecting leaks in drinking and wastewater systems. It enhances operational efficiency and budget optimization by providing infrastructure intelligence for proactive pipe repair and planning. With Recover, entire city-wide systems can be monitored efficiently.

This advanced technology quickly locates non-surfacing leaks, allowing leak detection crews to focus on targeted repairs instead of unnecessary digging. Compared to traditional methods, Recover identifies more leaks and increases field crew efficiency by up to 400%. It offers the water industry the lowest cost per leak found, averaging 3.5 leaks per crew day compared to 1.3 with traditional acoustic methods. By reducing non-revenue water loss, which amounts to 17 billion gallons annually worldwide, Recover brings significant benefits to companies in the industry.

Furthermore, Recover assists the wastewater sector by mitigating the risks of fines, consent decrees, legal consequences, and reputational damage.

Recover Insights

At the start of the client's subscription period, each client is provided access to the EO Discover platform. EO Discover's interactive workspace enables clients to customize data views for optimal decision-making. The platform also offers flexibility by ensuring compatibility with other asset management system, allowing clients to download and upload files into other platforms. Each client is also provided access to the U-Collect field investigation application. The platform can be accessed 24/7 during the subscription period to view ASTERRA's analysis and results of field investigations and to track success metrics.

Recover includes:

Results through Map Visualization: A GIS layer containing highlighted pipe segments within the network, provided in SHP and KML format for import into any GIS system (client-based, ESRI, or ASTERRA-provided U-Collect) that can be overlaid on a map displaying streets, pipes, hydrants, valves, and potential leak information.

EO Discover: Access to the EO Discover password-protected platform displaying data and field results, along with monitoring the progress of the service progress in real-time.

Enhanced Recover Analysis: Through multiple scans we can identify leak clusters through a temporal and spatial analysis which will aid in maintenance prioritization and asset management plans.

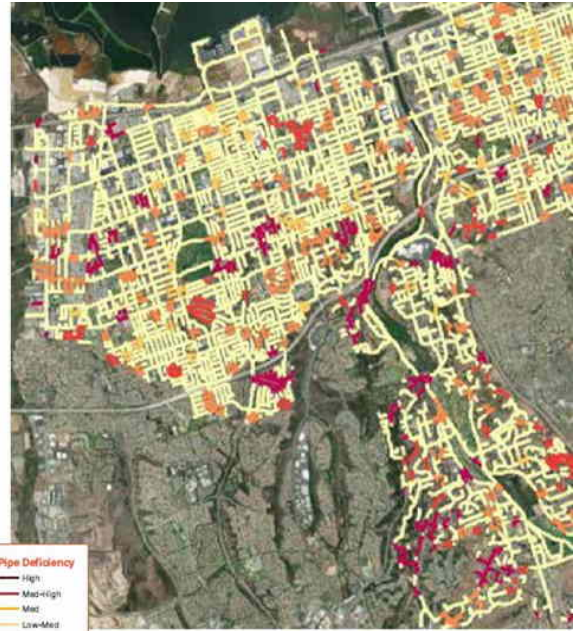
MasterPlan for Pipe Deficiency Assessment

Providing unique insights not available from anyone but ASTERRA, MasterPlan is an actual (not predictive) measurement of non-surfacing pipe leaks. It is pipe agnostic and collected non-invasively by a satellite with wide coverage, often scanning a full system instantaneously. MasterPlan provides actionable insights into your asset management plan in one easy data layer. Trained on five years of leaks discovered using Recover, the algorithm assesses the deficiency of an entire pipe system using multiple SAR scans over time.

ASTERRA MasterPlan provides a GIS dataset containing pipe deficiency levels derived from SAR data. This solution is based on the same proven patented algorithm that is used by Recover to detect leaks in your system but is extended to monitor your system over time using statistical analysis. The general process takes all likely leak locations identified in two consecutive satellite scans (identical coverage and angle) over your area of interest and analyzes the results. It then compares the results from multiple scans and identifies the areas with potential leaky pipes between them.

These results are processed through a learned statistical algorithm and used to assign pipes a score from low to high, signifying the level of deficiency observed.

With ASTERRA Masterplan, we can identify critical areas where the client can focus its future pipeline rehab and replacement efforts. These high deficiency areas can be used for asset management planning purposes, e.g., capital improvement replacement planning.



MasterPlan Insights

MasterPlan provides utilities and engineers with insights into actual pipe conditions. This GIS data layer is compatible and easily integrates into all GIS and GIS-based software. Combine this data with other information, such as pipe age, material, work orders, and consequence of failure to further enhance your replacement planning models or water system master plans.

MasterPlan (Pipe Deficiency Output): A GIS layer containing client pipe segments that are ranked based on condition. Provided in SHP and KML format for import into a GIS or risk modeling system (Client map displaying streets, pipes, hydrants, valves, and potential leak information).

EO Discover: Login credentials to the EO Discover password-protected platform for viewing the pipe data via GIS and for monitoring pipe deficiency levels.

MasterPlan Pipe Deficiency Assessment: A summary assessment detailing the condition of the client's pipes based on the GIS data output of pipe scores from low to high deficiency.

Typical Process and Timeline

- After confirmation of the order through the contract signature or receipt of a purchase order, ASTERRA will acquire the satellite scan(s). ASTERRA must have the order confirmation at least 21 days prior to the first date of satellite coverage to move forward with the satellite data procurement. The date of the acquisition is subject to the technical and operational constraints of the third-party satellite operation company and may change at any time.
- Before the acquisition, the client will provide ASTERRA with an Area of Interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using satellite within the client-provided service area.
- During the period prior to the scan acquisition, the client will provide ASTERRA with a GIS layer of all available treated water or sewage lines in the AOI to be analyzed. If available, the client will also provide a hydrant and valve layer within the AOI.
- Unless otherwise agreed upon by both the parties, ASTERRA will provide services only in the AOI overlapping with the client's provided GIS pipe system layer.
- After acquiring the scan and receiving the GIS pipe layers from the client, data will begin to populate on the EO Discover platform. This is approximately 7-14 business days after the first scheduled scan acquisition date. Scan acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. Service start dates may be affected due to poor scan quality according to ASTERRA's quality assurance standards.
- Where applicable, leak field inspection work can begin after the leakage data has populated on EO Discover on an agreeable date between both parties.



EO Discover

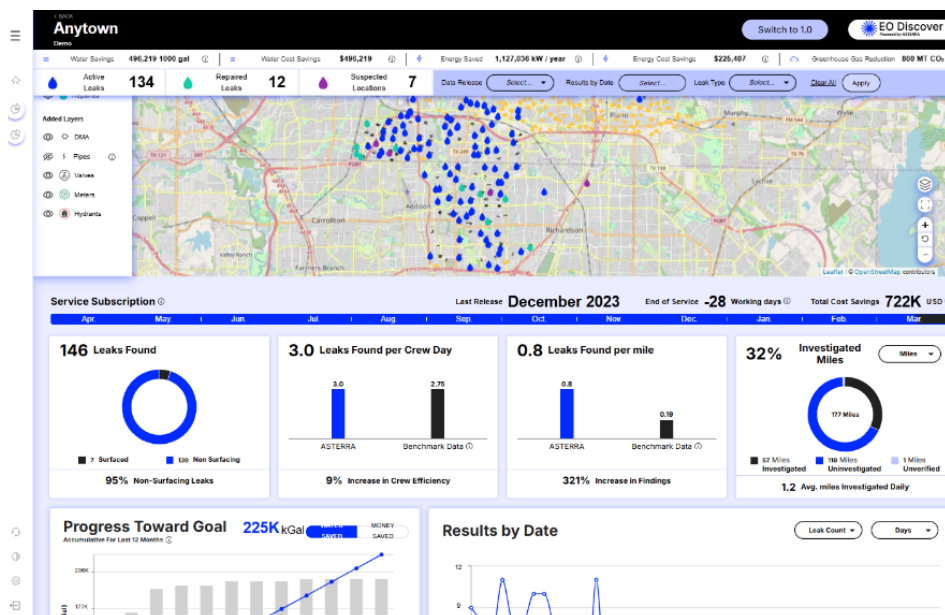
Revolutionizing Water Loss Management

EO Discover is a user-friendly SaaS platform that empowers decision-makers, operators, and field teams with advanced insights to locate underground potable water. Acting as a centralized intelligence hub, EO Discover helps proactively prevent water loss and subterranean infrastructure damage caused by leaks.

By offering real-time visibility and data-driven analysis, the platform supports the achievement of KPIs, ESG goals, and contributions to the UN Sustainable Development Goals (SDGs). EO Discover delivers actionable insights, tracks savings, and helps optimize operations—driving smarter, more sustainable water management across your organization.

Main Benefits of EO Discover

- View all key insights, service data and savings in one intuitive platform
- Access detailed information on potential leaks, including locations, actionable insights and estimated savings once leaks are verified
- Evaluate ongoing services with full performance breakdowns
- Track return on investment, operational performance and environmental impact with precision
- Designed for seamless use across decision-makers, operators and field teams
- Fully compatible with U-Collect mobile application for on-the-go data collection and syncing.



Scope of Work

PROPOSAL

Scope of Work

The scope of work contained herein details the work and services ASTERRA will provide as well as the roles and responsibilities of both ASTERRA and City of Crowley, TX (“**Client**”).

Roles, Responsibilities, and Offerings – ASTERRA

ASTERRA will provide Recover data as a service via EO Discover and it will consist of areas identified as potential leaks (i.e., areas containing soil moisture of treated water and/or wastewater underground) using a proprietary satellite imaging algorithm across the **Client’s** water system. ASTERRA will provide a primary contact person for technical and administrative purposes who will interact with the **Client**.

ASTERRA’s Responsibilities (“**Services**”):

- Acquiring and analyzing the satellite scan(s).
- Providing potential leak location data as a service through our password-protected platform, EO Discover. This data can be exported as GIS data files.
- Providing best practices for field inspection protocols to the Client.

ASTERRA’s Solution for Potable Water:

- **Results through Map Visualization:** A GIS layer containing the likely leak locations, in the form of highlighted pipe segments, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **U-Collect Licenses:** Provided for U-Collect (allows field technician to collect data in the field). The license is active upon delivery for the period of service. Additional licenses may be purchased and/or the initial license extended at the request of the client.

- **Kick-off Meeting:** Prior to fieldwork, an ASTERRA or ASTERRA-certified team (regardless of if it the client's team or a contractor), will call a kick-off meeting to agree on the operational field plan to address the Client's specific needs and the best practices required to get the best results.
- **Initial Field Deployment:** ASTERRA will provide a certified subcontracted acoustic leak detection technician to investigate the points of interest, provide a list of verified leaks, and mark them for repair over a five (5) day/ 40-hour period. The leak detection field verification technician(s) is proficient and experienced in using and operating acoustic equipment. The technician(s) should be provided with all the needed tools to access the listening points. Throughout the five (5) day/40-hour field implementation period, it is estimated that the technician(s) will investigate between 20 and 30 likely leak locations.
- **Optional: Acoustic Leak Detection for Field Investigation (for Potable Water Pipelines Only):** Based upon selecting this option, ASTERRA will provide a certified subcontracted acoustic leak detection team to investigate the points of interest, provide a list of verified leaks, and mark them for repair. The leak detection field verification team(s) is proficient and experienced in using and operating acoustic equipment. The team should be provided with all the needed tools to access the listening points.
- **Optional: ASTERRA MasterPlan Pipe Deficiency Map,** provided as a GIS data set, if purchased within the Recover tier available or as an additional service option.
- **Optional: ESRI Arc GIS Field Maps Integration –** data provided in your ESRI ArcGIS online accounts for easy use in ArcGIS Field Maps. (Additional cost may apply if it is not included in the Recover service tier already).

ASTERRA's Solution for Wastewater

- **Results through Map Visualization:** A GIS layer containing the likely leak locations, in the form of highlighted pipe segments, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **Kick-off Meeting:** ASTERRA or ASTERRA-certified team will call a virtual kick-off meeting to discuss the data delivered and demonstrate the usage of the platform.

Roles, Responsibilities, and Offering – Client

The Client is responsible for providing baseline system data, work order history, and in some cases, an acoustic field verification team to inspect likely leak locations identified by ASTERRA. The client shall identify a primary contact person for technical, administrative, and field inspection coordination. ASTERRA agrees to use the information described below only for the client's specific service and to not share the information with any other third party.

Client Responsibilities

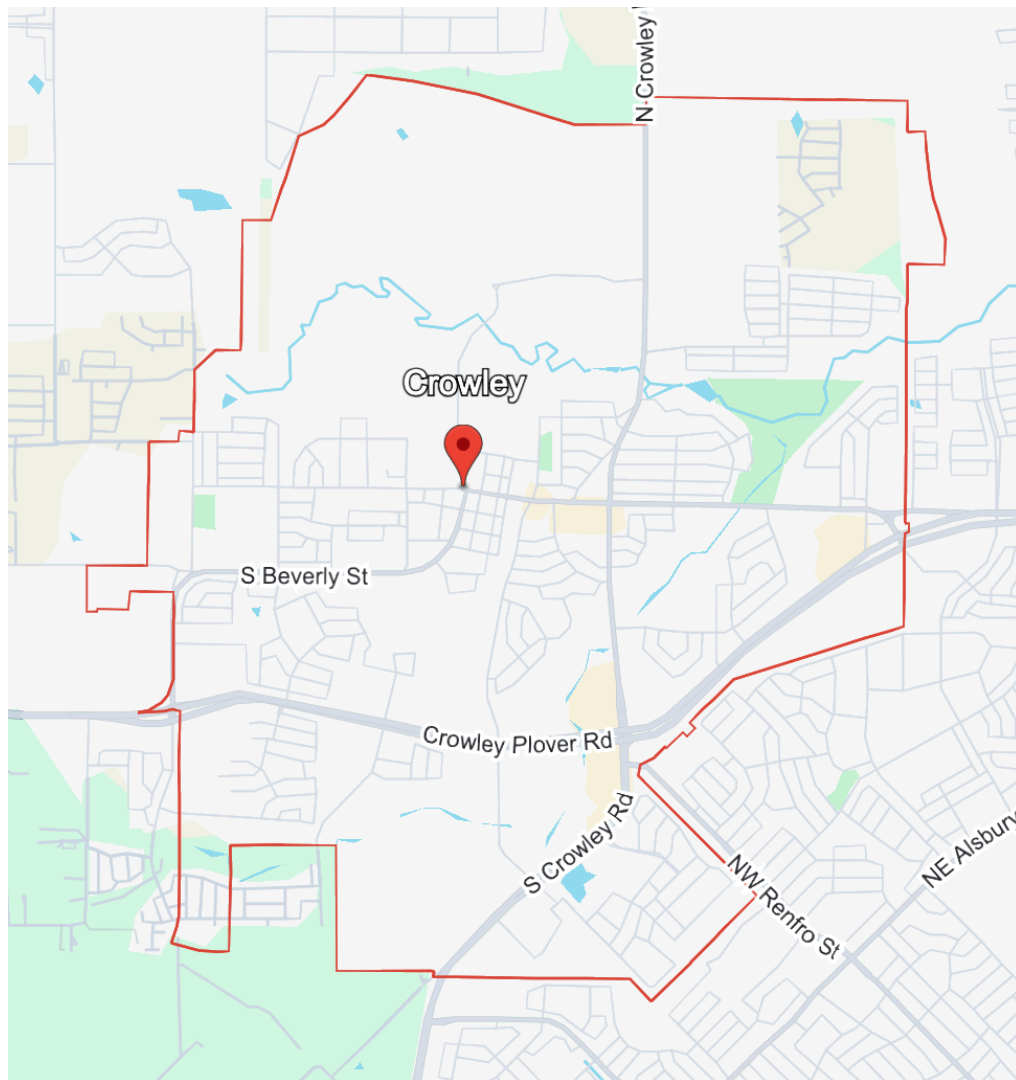
- **Pipe System Information for Potable Water Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify likely leak locations. The GIS layer should include pipe material and diameter, length of pipeline to be analyzed, hydrants, valves, and any other detailed information available.
- **Pipe System Information for Wastewater Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify likely leak locations. The GIS layer should include pipe material and diameter, forced and/or gravity lines, length of pipeline to be analyzed, manholes, depth, and any other detailed information available.
- **Leak Detection History (Work Orders):** The **Client** shall provide ASTERRA with a detailed and accurate history of leak findings and repairs beginning one (1) week before the date the first satellite scan is acquired and through the service life cycle.
- **Leak Detection Performance Metrics for Potable Water Lines:** The **Client** shall provide ASTERRA with relevant and available performance metric data related to previous **Client**-utilized leak detection methodologies. This information will be used to calculate value metrics of the service and will be provided to the Client in the final report for their use.

Area of Interest

Client Services for Potable Water

Areas of Interest (AOI)

During this service, ASTERRA will survey the Area of Interest (AOI) to be determined by the client, contained up to 250 linear miles of mains and service pipes as outlined in the image below:




Once ASTERRA receives the full GIS pipe system information from the client, the pipe and total miles analyzed per delivery will be identified. Note: both main and service lines will be counted for total pipe length calculation.

Service Package

Subscription-Based Service Package

ASTERRA's Recover solution and features are provided via a subscription to EO Discover through the Prevent package level of service. The Prevent service level contains specific features designed to meet clients' current and future needs, with additional add-on services available.

Prevent 
4 licenses: EO discover / U-collect App
Base line leak analysis
Leak Locations
Enhanced Recover Analysis
Initial Field Deployment

Always Included: Online support, customized success plan, best practices tutorials

Pricing

Area of interest (AOI) for analysis:

Potable Water lines: Up to 250 linear miles of mains and service lines.

PREVENT	
Included Annual Services	
2 Satellite Scans and Analyses	
40 hours of Subcontracted Acoustic Leak Detection for Initial Field Deployment	
4 EO Discover and U-Collect Licenses for 12 Months	
Final Program Report	
Total	\$48,000

Proposal is valid until: September 30th, 2026

Pricing is subject to change at any time without notice up to contract signing.

Note: Once a package is selected, please contact ASTERRA sales team for terms of use and signature processing.

Delivering Professional Grade Leak Detection

SAMCO
PROPOSAL

Prepared for: **City of Crowley**

Date: March 18, 2026

John Wheeler
Assistant Utilities Director/Projects

Its time to call

SAMCO

LEAK DETECTION

Delivering proven results since 1985

📍 901 South Mopac Expressway South
Bldg 1 Ste 300
Austin, TX 78746

☎ 512.751-5325

🌐 samco-leakservice.com

✉ hskelton@samco-leakservice.com

LEAK DETECTION SERVICES

OVERVIEW

SAMCO is pleased to submit this proposal to support City of Crowley in its ongoing efforts to reduce water loss and improve system efficiency through a comprehensive water conservation leak detection project. The project will annually encompass zones of water distribution system and is designed to help City of Crowley better understand existing water loss, enhance system accountability, and support long-term infrastructure planning. By identifying areas of concern within the system, this effort will assist the City of Crowley in making informed, data-driven decisions focused on reducing non-revenue water.

As part of this annual project, SAMCO will provide a turnkey water distribution system evaluation utilizing advanced acoustic leak detection technologies to accurately locate active leaks. The survey will focus on identifying leaks that contribute to water loss, while minimizing disruption to system operations. Upon completion, SAMCO will deliver a detailed leak detection report outlining all findings, observations, and repair recommendations, along with a comprehensive leak location map to support targeted repairs, maintenance prioritization, and proactive water conservation efforts.

PROPOSAL

The lines below spell out in detail the services to be provided. It is a customized list of all work to be done to ensure the project will achieve its specified goals in a timely and efficient manner.

- Pre-Survey Consultation:** SAMCO Leak Detection Services, Inc. ("SAMCO") will meet with the Customer's designated agents to review all system mapping data and develop a strategy for the leak detection survey.
- Acoustic Leak Detection Surveying:** SAMCO will perform acoustic leak detection surveys and visual inspect approximately 76 linear miles. SAMCO will survey all of the following assets:
 - accessible active and inactive service connections;
 - fire hydrants;
 - distribution valves;
 - flush valves;
 - air release valves;
 - pressure reducing valves; and
 - check valves to identify system leaks and water loss problems.

The applicable leak detection survey area and accompanying system maps will be provided by the Customer to SAMCO.

- GPS Leak Locations and Map:** SAMCO will geographically plot leak locations with an EOS sub-meter (<100 cm) accuracy unit. GPS data points will be provided to the Customer's designated agent in a Shapefile with World Geodetic System 84 (WGS84) or North American Datum 83 (NAD83) latitude/longitude coordinates for Geographic Information System (GIS) mapping updates. SAMCO will also provide the Customer with a hard copy PDF map of all their leak locations.

4. **Workmanship:** SAMCO will perform services for the Customer in a good and workmanlike manner in accordance with generally accepted standards of care in the industry. SAMCO does not guarantee it will detect any or every leak from the Customer's water system, but that it will use commercially reasonable methods and practices to perform the services.
5. **Cost Adjustments:** If the Customer alters the size or scope of its water system or facilities during the term of the agreement, the parties agree that the charges below will be adjusted accordingly on a pro rata basis. The parties agree that the current area of the water system to be surveyed is the entire City of Crowley water system consisting of approximately 76 linear miles. Customer will be charged \$850.00 per linear mile. The price includes per diem and travel costs.
6. **Insurance:** SAMCO will maintain insurance during its performance of the services and will present certificates of coverage upon request of the Customer.
7. **Payments:** Upon completion of the services, SAMCO will submit an invoice and Customer will remit payment within thirty (30) days of the invoice date. If Customer has a good faith dispute with the amount of the invoice, Customer will notify SAMCO in writing of the basis for the dispute and will pay all amounts not so disputed within the 30-day period. All amounts owed to SAMCO and not paid within 30 days, whether or not disputed, will accrue interest at the rate of twelve percent (12%) per annum.
8. **Dispute Resolution:** Customer will provide SAMCO with written notice of any alleged breach or default and a reasonable period of not less than thirty (30) days in which to cure the breach or default. Any controversy or claim arising out of or relating to this agreement, or any breach or default thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Execution Strategy

SAMCO will meet with the appropriate Customer staff to ensure the project is executed in a correct and timely manner. A kick off meeting will lay out the plan to begin the project. Once the SAMCO completes the leak detection survey a post project meeting will be scheduled to present the leak detection report and all other related water loss issues identified.

Project Deliverables

Deliverable	Description
Daily Leak Detection Report	SAMCO will provide daily updates summarizing leaks identified during the course of the project. Inspected assets may include, but are not limited to, accessible active and inactive service connections, fire hydrants, distribution valves, flush valves, storage tanks, pressure zones, air release valves, pressure reducing valves, and check valves.
Final Leak Detection Report	SAMCO will compile all collected data into a comprehensive final report. Identified leaks will be categorized by asset type and prioritized based on severity to support repair planning and water loss reduction efforts.
SAMCO Consulting Services	SAMCO will provide pre-project planning support, including an office-based review of system information, project scope development, and professional recommendations to support effective execution of the leak detection survey.
Leak Identification Map	All verified leak data collected during the project will be compiled into visual maps identifying precise leak locations to assist the Customer with targeted field repairs and system documentation.
GIS Data Files (ZIP/Shapefiles)	GIS-compatible data files, including shapefiles of all collected leak location data, will be provided to the Customer for use at their discretion in mapping, analysis, and asset management systems.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Service Costs	Amount
Leak Detection Survey 76 linear miles X 850.00 per mile	64,600.00
Total Services Costs	\$64,600.00

CONCLUSION

SAMCO look forward to working with City of Crowley and supporting your efforts to reduce your water loss and improve your water distribution system efficiency.

If you have questions on this proposal, feel free to contact Hunter Skelton at your convenience by email at hskelton@samco-leakservice.com or by phone at 512-751-5325. SAMCO will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration.

PRESENTED BY SAMCO LEAK DETECTION SERVICES, INC.:

By: _____

Hunter Skelton, President

Date

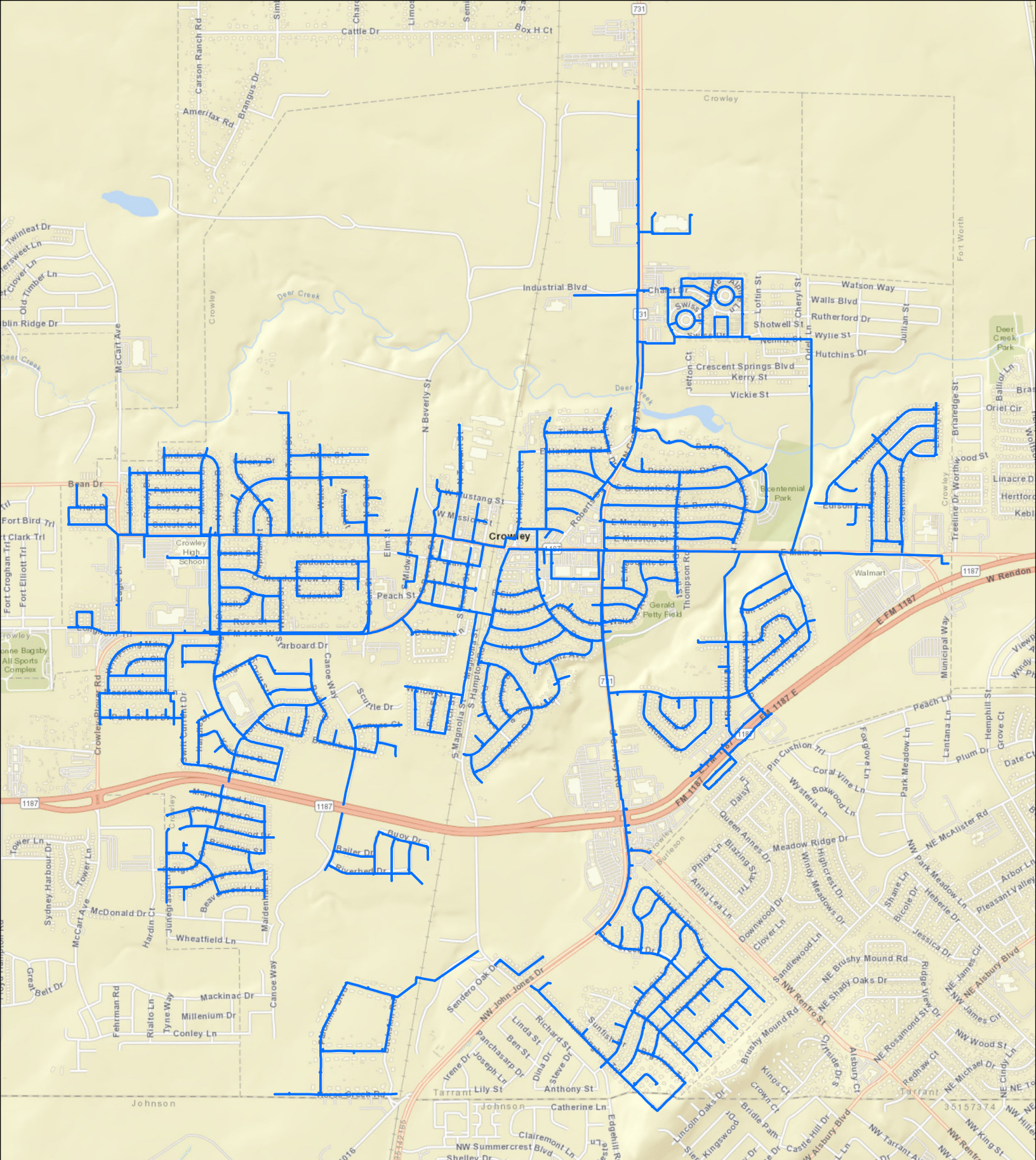
AGREED TO AND ACCEPTED BY CUSTOMER:


By: _____


Authorized Agent for Customer

Date

Printed Name and Title





 Water Lines (76 LM)

City of Crowley

Water Distribution System, 2026



Randal Manus

From: John Wheeler
Sent: Monday, March 16, 2026 5:36 PM
To: Randal Manus
Subject: Fw: Thank You For Contacting Us - americanleakdetection.com

Waiting for a call back to find out a cost

John Wheeler
Assistant Utilities Director/Projects
City of Crowley
105 E. Hampton Road
Crowley, Texas 76036
(817) 297-2201 ext. 3240
jwheeler@ci.crowley.tx.us
Office Hours:
Mon-Thurs 7:30am to 5:30pm & Fri 7:30am to 11:30am

From: American Leak Detection™ <e@scorpioncontact.com>
Sent: Monday, March 16, 2026 5:33 PM
To: John Wheeler
Subject: Thank You For Contacting Us - americanleakdetection.com

CAUTION: External email. Do not click on links or open attachments unless you recognize the sender and trust the content to be safe.



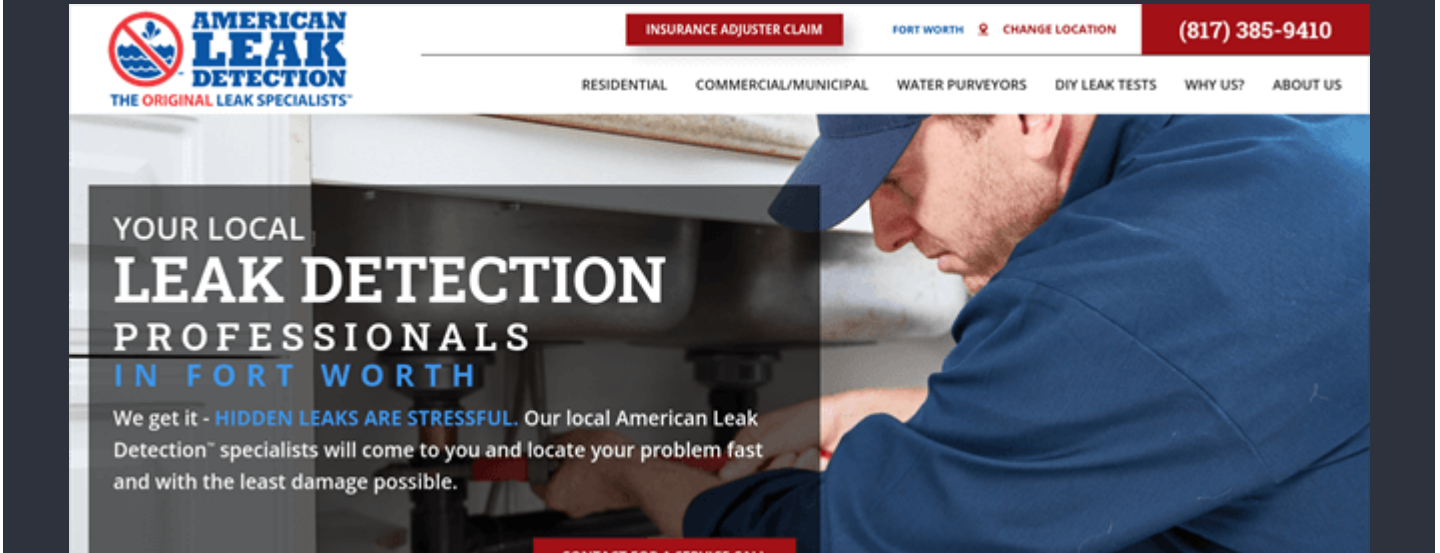
Dear John Wheeler,

Thank you for contacting American Leak Detection of Fort Worth!

We have received your message, and we will get back to you as soon as possible; however, if you need immediate assistance, please give us a call at [\(817\) 385-9410](tel:8173859410).

For More Information

Please [visit our website](#)



Best Regards,

American Leak Detection of Fort Worth

(817) 385-9410

www.americanleakdetection.com/ft-worth/





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

Presenter: Carol Cannady	Meeting Date: April 2, 2026
Department: City Secretary	Agenda Item: III.2.
Subject: Consider approving an Interlocal Agreement for administrative cost funding for Section 5310 Program between the Fort Worth Transportation Authority and The City of Crowley, Texas, FY 2025-26 and authorizing the Mayor to execute said Agreement.	

Background:

The Fort Worth Transportation Authority is a federal grantee of the Federal Transit Administration which provides funding to States under Section 5310 of Title 49 of the United States Code. This is an annual Interlocal Agreement with the Fort Worth Transportation Authority to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County who do not have transportation service nor is a member of a transportation authority. The City of Crowley will contribute \$1,607.00 towards the administrative costs of the Section 5310 Services for FY2025-26. Through this service, transportation would be provided for a variety of purposes such as medical appointments, shopping, recreation, school, or work. Qualifying residents would pay \$2.50 for a one-way trip. For the 2025-2026 year, the City of Crowley will be guaranteed transportation on Thursdays of each week.

Recommendation:

Staff recommends approval.

Financial Information:

Contributing cost of \$1,607.00 budgeted annually, there was no increase for this year.

Attachments:

1. TCTS ILA Crowley 2025-2026
2. TCTS Crowley Ridership FY2024 -FY2025

**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF CROWLEY, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Crowley, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Crowley desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Crowley is contributing a total of \$1,607.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2025 through September 30, 2026; and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Crowley action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Crowley will be allocated one day (Thursday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Crowley residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Crowley under the program known as Tarrant County Transportation Services from October 1, 2025 through September 30, 2026.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Crowley according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Crowley will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from October 1, 2025 through September 30, 2026.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Crowley.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin October 1, 2025 and end September 30, 2026.
9. The City of Crowley will be considered a participating community and the qualifying residents of Crowley will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF CROWLEY, TEXAS

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____

By: _____

Mayor

Richard Andreski
President & CEO

ATTEST:

APPROVED AS TO FORM:

City Attorney
City of Crowley, Texas

**Tarrant County Transportation Service
City of Crowley
October 2023 - August 2025**

	<u>Month</u>	<u>Trips</u>	<u>Cost</u>
FY2024	Oct 2023	22	\$995.28
	Nov	41	\$1,854.84
	Dec	23	\$1,040.52
	Jan 2024	21	\$950.04
	Feb	42	\$1,900.08
	Mar	75	\$3,393.00
	Apr	56	\$2,533.44
	May	58	\$2,623.92
	June	79	\$3,573.96
	July	53	\$2,397.72
	Aug	62	\$2,804.88
	Sept	59	\$2,669.16
	Total	591	\$26,736.84
FY2025	Oct 2023	73	\$3,406.91
	Nov	31	\$1,446.77
	Dec	44	\$2,053.48
	Jan 2024	33	\$1,540.11
	Feb	46	\$2,146.82
	Mar	43	\$2,006.81
	Apr	50	\$2,333.50
	May	45	\$2,100.15
	June	48	\$2,240.16
	July	66	\$3,080.22
	Aug	69	\$3,220.23
	Total	548	\$25,575.16



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

Presenter: Mike Rocamontes	Meeting Date: April 2, 2026
Department: Public Works	Agenda Item: III.3.
Subject: Discuss and take action on a Developer's Agreement between the City of Crowley and Trailview Church for the construction of public infrastructure for the renovation project located at 405 S Beverly St.	

Background:

Trailview Church is renovating the structures and property at 405 S. Beverly. This project will require the installation of public infrastructure. This Developer's Agreement will provide the contract needed between the City and Trailview Church to obtain their construction bonds from their surety.

Recommendation:

Staff recommends approval of this Developer's Agreement

Financial Information:

There is an ESCROW provision within the Agreement for the portion of sidewalk in the S. Beverly ROW should it be needed. The City needs to perform grade and utility work before that portion of sidewalk can be constructed. If the City does not have the grade and utility work completed by the time the other sidewalks are being constructed, Trailview Church will escrow funds to the City for the amount to construct that portion of sidewalk.

Attachments:

1. AutoRecovery save of DRAFT_development agreement_Trailview church (003) (002) (002) (002)

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DEVELOPER and its representatives, officers, agents, servants, employees, successors and assigns.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. PUBLIC IMPROVEMENTS

1. FIRE LINE AND FIRE HYDRANT

As part of phase 1 of the project, the fire line and fire hydrant shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the construction plans to be reviewed and approved by the CITY prior to construction, the general development regulations of the Unified Development Code of the CITY and other regulations of the CITY, and as approved by the City Engineer or his agent. Such public improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement. All public improvements will be subject to inspection and approval by the CITY.

2. SIDEWALK CONSTRUCTION

After the waiver period, all sidewalks shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with construction plans to be reviewed and approved by the CITY prior to construction, the general development regulations of the Unified Development Code of the CITY and other regulations of the CITY, and as approved by the City engineer or his agent. Such public improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement. All sidewalks will be subject to inspection and approval by the City.

In the event that the CITY has not addressed the street drainage, curb and grade issues with Beverly Street/FM Business 1187 by the time the DEVELOPER is required to construct sidewalk along Beverly Street/FM Business 1187 under this Agreement, the DEVELOPER agrees to escrow the estimated cost of the portion of the sidewalk along Beverly Street/FM Business 1187 with the CITY so that the CITY can construct that portion of sidewalk at the time such roadway improvements are made by the CITY. The DEVELOPER remains responsible to construct all remaining portions of sidewalks at the Property per this Agreement. In such event, the CITY shall deposit the escrow funds into a segregated account reserved for such sidewalk improvements. The City shall be entitled to use the escrow fund solely for the construction of such sidewalk improvements. In the event that the actual construction costs for such sidewalk improvements exceed the estimated cost, the DEVELOPER shall not be required to pay any additional costs. Upon the DEVELOPER's delivery of the escrow funds as provided herein, the DEVELOPER shall have no further obligation to the CITY with regard to that portion of the sidewalk improvements along Beverly Street/FM Business 1187.

B. CONSTRUCTION BONDS

The DEVELOPER shall provide the City with one original and one quality copy of the following construction bonds for the public improvements prior to construction of the public improvements beginning.

The DEVELOPER shall provide the CITY with the following construction bonds prior to the construction of the fire line and fire hydrant as part of phase 1 of the project; and DEVELOPER shall provide the CITY with the following construction bonds prior to construction of the sidewalks in accordance with the waiver period:

1. PERFORMANCE BOND

A good and sufficient performance bond in an amount equal to one hundred percent (100%) of the total estimated contract price of the contract between the DEVELOPER and the prime contractor for the completion of the public improvements, guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the CITY against any improper execution of the work or the use of inferior materials.

2. PAYMENT BOND

A good and sufficient payment bond in an amount equal to one hundred percent (100 %) of the total contract price of the contract between the DEVELOPER and the prime contractor for the construction of public improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the public improvements.

C. MAINTENANCE BOND

Upon completion of construction and at the time of acceptance by the CITY of the public improvements, the DEVELOPER shall provide the CITY with a maintenance bond as follows:

A good and sufficient maintenance bond in an amount equal to one hundred percent (100 %) of the total cost of the public improvements, guaranteeing the maintenance in good condition of the public improvements for a period of two (2) years from and after the date that a letter of acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its mayor, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

D. FEES

The DEVELOPER shall pay inspection fees to the CITY to inspect the public improvements for the development. Costs for the public improvement inspections are shown on **Exhibit “C”** attached hereto.

E. GENERAL CONDITIONS

1. CONSTRUCTION TIME

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

SIDEWALKS : Work performed under this agreement shall commence within one (1) month from the date after the waiver period ends. In the event the work is not completed within six (6) months from commencement of construction, the City may, at its election, draw on the performance bond, or other security provided by Developer and complete such work at Developer’s expense, provided however, that if the construction under this Agreement shall have started within the six (6) month period, the City may agree to renew the Agreement with such renewed Agreement to be in compliance with the City policies and ordinances in effect at that time.

2. LAW COMPLIANCE

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

3. VENUE

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

4. ASSIGNMENT

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

F. FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS

The CITY will not issue a certificate of occupancy (“CO”) for phase 1 of the Addition until the fire line and fire hydrant are completely constructed to the satisfaction of the City engineer or his agent. However, upon substantial completion, a “punch list” of items shall be presented to the DEVELOPER’S contractor(s) indicating those outstanding items and their deficiencies that need

to be addressed for Final Completion of the public improvements (fire line and hydrant) in the Addition.

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

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a letter of acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such public improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the letter of acceptance is issued. **NOTE : The Maintenance Bond will stay active until the end of the forementioned two (2) year period, starting from the issuance date of the final acceptance letter from the City.**

The DEVELOPER agrees to deliver to the CITY as-built plans, certified by a registered Professional Engineer, for all project elements for which this applies, as well as a shapefile or other file type acceptable for use is ESRI GIS software.

G. DETERMINATION OF ROUGH PROPORTIONALITY

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

H. NON-WAIVER

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

I. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

J. AMENDMENTS

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

K. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further certificates of occupancy or building permits in the Addition, and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Tarrant County as a mechanic's lien against the property in the Addition; and in the alternative, the CITY shall be authorized to levy an assessment against the property in the Addition for public improvements in accordance with applicable state law.

L. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and/or representatives.

M. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

N. DEFAULT

1. If DEVELOPER has not commenced construction of the fire line and hydrant within one (1) year after the execution of this Agreement, or completed construction within two (2) years from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to Section C.1. hereof.
If DEVELOPER has not commenced construction of the sidewalks within one (1) month of the waiver period end date outlined previously in this Agreement, or completed construction within six (6) months from the waiver period end date, this Agreement shall terminate; provided however, that the City may extend the term of the Agreement pursuant to Section C.1. hereof.
2. If DEVELOPER should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the Developer involving bankruptcy, insolvency, reorganization, liquidated or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be

deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured. Notice shall be sent to the Developer at the address listed in the signature line below. If Developer shall not cure the breach within the time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

O. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DEVELOPER, its assigns, successors, grantees, trustees and/or representatives and the CITY shall file said release in the county records; provided, however, the City's maintenance obligations with respect to the improvements described in this Agreement shall continue regardless of any termination or release of this Agreement.

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

[Signature page follows]

Trailview Church By:
Derek Kimes
Trailview Church.
405 S Beverly
Crowley, TX 76036
817-996-7496

By: _____
Derek Kimes, Pastor

CITY OF CROWLEY

By: _____
Billy Davis, Mayor

ATTEST:

By: _____
Carol Cannady, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Derek Kimes known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she is the pastor of Trailview Church., and that he/she executed the same on behalf of Trailview Church for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Crowley, Texas, and that he executed the same on behalf of the City for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
SIDEWALK DESCRIPTION/DEPICTION

EXHIBIT "C"
DESCRIPTION OF INSPECTION FEE COSTS

The Inspection Fees for Constructed Community Facilities and Improvements are as follows:

The Subdivision construction inspection fees, as listed in Section (22), "Other fees and charges for community development" of Appendix A, Schedule of Rates, Fees and Charges:

Review and Inspection (related to construction and improving infrastructure for a subdivision and its Lots:

\$250.00 per hour

\$375.00 per hour for any inspections occurring outside of normal business hours, with a minimum of two hours.

The City will send the Developer a detailed invoice for time billed each month showing what was inspected, by whom, and the date of inspection. The Developer will have five business days from the date on the invoice to remit payment. If payment is not received by the fifth business day, all work in the development will be stopped until payment is made.