



Agenda
Crowley City Council
June 4, 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 - June 4, 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 May 21, 2026.

III. Public Hearings

1. Hold a public hearing, discuss, and consider approval of Ordinance # 06-2026-597 amending portions of city code Chapter 106, "Zoning", Article 5, "Use Regulations", to allow additional non-residential land uses with a Specific Use Permit in the Downtown-General zoning district and to establish supplementary regulations for those uses. **Case # ZCA-2026-002**
2. Hold a public hearing, discuss, and consider approval of Ordinance # 06-2026-598 requested by Mary Poole on behalf of SMG Auto for a Specific Use Permit to allow auto sales in a General Commercial district at 860 N Crowley Rd, whose legal description is John H Lucas Survey, Abstract 932, Tract 1D09, conveyed by deed as recorded in Document Number D223163480, Deed Records, Tarrant County, Texas . **Case # SUP-2026-002.**
3. Conduct a public hearing to discuss and consider a staff request to revoke the Certificate of Occupancy for Kwik Kar, located at 500 E. Main Street, Crowley, Tarrant County, Texas 76036, and to consider the approval and issuance of an Order to Vacate the premises.

IV. City Business

1. Discuss and consider approving a cooperative purchasing agreement for HA-5 street resurfacing with the City of Hurst.
2. Discuss and consider approving Ordinance 06-2026-599, an ordinance amending Chapter 38 "Fire Prevention and Protection, Article II "Fire Marshal," by adding a new section "Enforcement; Office of Fire Marshal" to designate the Fire Marshal as the chief law enforcement officer for the Office of Fire Marshal, Chief Arson Investigator, and Chief

Fire Code Enforcement Officer for the City.

3. Discuss and take action on an Inter-local Agreement between the City of Crowley and Tarrant County Pct.2 for mill and overlay road work to be done on Roberts St., E. Main St. from FM731 to 1998 E. Main St. (Car wash) and W. Main St. from 809 W. Main St. to S. Heights Dr. The County will mill and remove two inches of surface mix (asphalt), apply asphalt emulsion primer and place and compact 2" TYPE D hot mix asphalt. The county will perform the work and the city will pay for the materials used.
4. Discuss and take action on Resolution R06-2026-484, a resolution of the City of Crowley, Texas, recommending award of the construction contract by Tarrant County for the 51st year, Community Development Block Grant to Cam-Crete Contracting, Inc. for the bid amount of \$247,749.00 to construct city sidewalks on Harvey St., Glendale St. and Bovell Dr. and providing an effective date.
5. Discuss and consider approval of budget amendment #2 to the 2025-2026 water fund.
6. Discuss and consider authorizing the City Manager or her designee to execute a professional services contract with Teague, Nall & Perkins for the design of a wastewater improvement project.

V. Adjournment

I, the undersigned authority, do hereby certify that this Work Session Agenda of the Crowley City Council to be held on June 4, 2026 at 6:30 PM is a true and correct copy posted on May 29, 2026 at 5:45 pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.



Carol C. Cannady, City Secretary



The Crowley City Hall is wheelchair accessible, and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at 817-297-2201 ext. 4000 for more information.



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Cannady	Meeting Date: June 4, 2026
Department: City Secretary	Agenda Item: II.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on May 21, 2026.	

Background:

Recommendation:

Recommend approving the minutes.

Financial Information:

None

Attachments:

1. 05072026 CC WS Minutes
2. 05072026 CC Reg Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD MAY 7, 2026. The City Council of the City of Crowley, Texas met in Work Session on Thursday, May 7, 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 Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Matt Foster, 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

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

Public Works Director, Mike Rocamontes

Director of Utilities, Randal Manus

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

Media Relations Coordinator, Jay Hinton

Absent: Council Member Tina Pace, Council Member Scott Gilbreath

Non-Action Items

1. Swear in the unopposed candidates to City Council:
Council Place 5 - Carl Weber III
Council Place 6 - Scott Gilbreath

City Secretary Carol Cannady gives the Oath of Office to Carl Weber III for City Council Place 5.

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on April 2, 2026.

No discussion

Public Hearings

1. Hold a public hearing, discuss, and consider approval of Ordinance # 05-2026-594 amending portions of city code Chapter 106, "Zoning", Article 5, "Use Regulations," to amend regulations for accessory buildings, including permitted size and number. **Case # ZCA-2026-001**

No discussion

City Business

1. Discuss the 2026 rate increase proposed by Waste Connections for solid waste services under the current contract and consider adoption of Ordinance No. 05-2026-592, an ordinance of the City Council of the City of Crowley, Texas, amending solid waste rate fees in Appendix A (Schedule of Rates, Fees, and Charges) of the Code of Ordinances; 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.

No discussion
2. Consider adoption of Resolution No. R05-2026-483 approving the temporary closure of Bicentennial Park from 6:00 p.m. on Friday, July 10, 2026, through 8:00 a.m. on Sunday, July 12, 2026, to ensure the safety of the general public during the setup, preparation, and fireworks detonation activities associated with the Celebration of Freedom event.

No discussion
3. Discuss and consider adoption of Ordinance No. 05-2026-595 approving the traffic plan for the Celebration of Freedom Fireworks Display on Saturday, July 11, 2026

No discussion
4. Discuss and consider a special event application submitted by the Pentecostal Fellowship Church to hold a "Church in the Park" outreach service in Bicentennial Park on May 25, 2026 from 10:00am to 2:00pm.

City Council expressed their concern about flyers being passed out and then discarded. City Secretary Carol Cannady stated she would ask the requestor to ensure any discarded pamphlets are picked up.

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:36 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD MAY 7, 2026. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, May 7, 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 7:00 p.m. City Secretary Carol Cannady called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Carl Weber III, 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

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

Public Works Director, Mike Rocamontes

Director of Utilities, Randal Manus

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

Media Relations Coordinator, Jay Hinton

Absent: Council Member Scott Gilbreath

Invocation and Pledge of Allegiance to the American and Texas Flags

Invocation was given by Media Relations Coordinator Jay Hinton followed by the Pledge of Allegiance to the American and Texas Flags.

Presentations/Proclamations

1. Building Safety Month Proclamation

Council Member Jerry Beck reads the Building Safety Month Proclamation. Mayor Davis presents the proclamation to the City Building Official Nathan Gonzales.

2. Presentation of the **Mission: Lifeline Gold Award Crowley Fire Department.**

Assistant Fire Chief Keira Stephens announced that the Fire Department received 2026 Mission: Lifeline Gold Award from the American Heart Association for excellence in emergency cardiac care. She explained this recognition honors agencies that demonstrate a commitment to providing rapid, research-based treatment for patients experiencing severe cardiac events.

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on April 2, 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 6-0.

Public Hearings

1. Hold a public hearing, discuss, and consider approval of Ordinance # 05-2026-594 amending portions of city code Chapter 106, "Zoning", Article 5, "Use Regulations," to amend regulations for accessory buildings, including permitted size and number. **Case # ZCA-2026-001**

Mayor Davis opened the public hearing at 7:08 p.m. and invited anyone wishing to speak to come forward.

Planning and Community Development Director Rachel Roberts explained staff received multiple requests from residents with large lots (1 acre or more) seeking approval for accessory buildings larger than currently allowed by code. Following a work session with the Planning & Zoning Commission, the Commission expressed support for increasing the allowable size of accessory buildings on acreage properties, noting that the concerns behind existing size restrictions are typically less significant on larger lots. Staff also recommended clarifying regulations related to accessory buildings for commercial and other non-residential uses.

The proposed ordinance amendment would allow residential accessory buildings on properties of at least one acre to be up to 50 percent of the gross floor area of the primary structure. The ordinance further clarifies that gross floor area includes all enclosed and unenclosed areas under a roof, excluding pergolas, wall-attached canopies, and awnings.

For non-residential uses, including commercial, industrial, and multifamily developments, the ordinance clarifies that there is no limit on the number of accessory buildings permitted. Examples of such structures may include clubhouses, leasing offices, carports, covered mailrooms, maintenance storage buildings, or auxiliary industrial structures. While no maximum size is established for accessory buildings in non-residential districts, the structures must remain subordinate to the primary building, cannot exceed the height of the primary structure, and must comply with maximum lot coverage requirements within the zoning district.

The Planning & Zoning Commission considered the proposed amendment during its April 27 meeting. After conducting a public hearing, during which no speakers addressed the Commission, the Commission voted to recommend approval of the amendment.

Mayor Davis closed the public hearing at 7:17 p.m.

Council Member Carl Weber III made the motion to Approve Ordinance No 05-2026-594; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

City Business

1. Discuss the 2026 rate increase proposed by Waste Connections for solid waste services under the current contract and consider adoption of Ordinance No. 05-2026-592, an ordinance of the City Council of the City of Crowley, Texas, amending solid waste rate fees in Appendix A (Schedule of Rates, Fees, and Charges) of the Code of Ordinances; 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 Jerry Beck made a motion to approve Ordinance No. 05-2026-592 regarding the 2026 solid waste service rate increase; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 6-0.
2. Consider adoption of Resolution No. R05-2026-483 approving the temporary closure of Bicentennial Park from 6:00 p.m. on Friday, July 10, 2026, through 8:00 a.m. on Sunday, July 12, 2026, to ensure the safety of the general public during the setup, preparation, and fireworks detonation activities associated with the Celebration of Freedom event.

Council Member Jim Hirth made the motion to Approve Resolution R05-2026-483 approving the temporary closure of Bicentennial Park; second by Council Member Carl Weber III, council voted unanimously to approve the motion as presented. Motion carried 6-0.
3. Discuss and consider adoption of Ordinance No. 05-2026-595 approving the traffic plan for the Celebration of Freedom Fireworks Display on Saturday, July 11, 2026

Council Member Tina Pace made the motion to Approve Ordinance No 05-2026-595 approving the traffic plan for the Celebration of Freedom Fireworks Display; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.
4. Discuss and consider a special event application submitted by the Pentecostal Fellowship Church to hold a "Church in the Park" outreach service in Bicentennial Park on May 25, 2026 from 10:00am to 2:00pm.

Council Member Jim Hirth made the motion to Approve the special event permit for the Pentecostal Fellowship Church; second by Council Member Carl Weber III, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Advisory Boards and Commissions

1. Discuss and consider appointing Debbie Wilkerson to the Zoning Board of Adjustment, Alternate Place 1

Council Member Tina Pace made the motion to Nominate and appoint Debbie Wilkerson to Alternate Place 1 on the Zoning Board of Adjustments; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

Public Comment

Mr Dakota Marshall and Collin Caffey addressed council concerning conflicting fencing regulations in the City's Code of Ordinance related to vinyl fencing and requested the Council consider clarify or correcting the information.

Items of Community Interest

Assistant City Manager Matt Elgin introduced Craig Turner, the City's new Project Manager.

Assistant City Manager Critina Winner announced the new "Walk Through Crowley" program offered by the Recreation Center every Tuesday through June 2026.

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 7:27 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: June 4, 2026
Department: Community Development	Agenda Item: III.1.
Subject: Hold a public hearing, discuss, and consider approval of Ordinance # 06-2026-597 amending portions of city code Chapter 106, “Zoning”, Article 5, “Use Regulations”, to allow additional non-residential land uses with a Specific Use Permit in the Downtown-General zoning district and to establish supplementary regulations for those uses. Case # ZCA-2026-002	

Background:

Background and Overview	
Request	Amend the zoning code to allow additional land uses with a specific use permit in the Downtown-General district with required design elements
Applicant	City staff
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

Earlier this year, city staff met with the Planning & Zoning Commission and City Council to discuss options for allowing additional land uses in the Downtown-General zoning district with a Specific Use Permit. These uses would only be allowed for properties along Hampton Rd near Main St. The intent is to help the properties transition from their previous industrial or heavy commercial use to desired downtown uses by allowing some industrial and/or heavy commercial uses while requiring design improvements to the existing buildings or sites. The design improvements are intended to bring the properties closer to compliance with the downtown design regulations.

After receiving guidance from the Planning & Zoning Commission and City Council, staff drafted the attached ordinance to adopt the changes that were discussed. The uses permitted with an SUP would only be permitted if the proposed business agreed to meet the design and performance standards described below.

DESCRIPTION OF PROPOSED CHANGES

Permitted Uses

The following uses would be permitted with a Specific Use Permit.

LAND USE CATEGORY	LAND USE
Automotive	Auto repair and service
Manufacturing	- Furniture and related uses - Miscellaneous Manufacturing
Construction-Related Business	- Specialty trade contractors (e.g., plumbing, HVAC, electrical) - Commercial and industrial machinery leasing and rental
Business & Professional Services	Services related to buildings (janitorial, landscaping, cleaning, etc.)
Agricultural & Animal Uses	Greenhouse, nursery, floriculture

Design Standards

Businesses seeking an SUP for one of the uses above would be required to comply with the design standards below. The city may, if requested by the business and approved through the SUP process, allow the standards to be implemented over a specified time period.

Primary Design Elements -- must do at least one of the following:	Secondary Design Elements -- must do at least one of the following:
- Meet the windows & transparency requirement for downtown (30% transparency on front elevation) - Could allow for artwork or false windows if needed to accommodate operations sensitive to light. - Meet landscaping/streetscaping requirements PLUS one building-related improvement from the other column	- All parking and loading areas are screened in accordance with parking lot screening requirements for downtown - Addition of awning types required for downtown - Cleaning of building walls and painting of building - Replacing any existing fences with masonry wall

Performance Standards

- The ordinance prohibits granting an SUP for uses in this category that operate on a 24-hour basis. The ordinance also restricts operations between the hours of 9 PM and 7 AM. In general, these businesses may not operate from 9 PM to 7 AM, but the City Council may authorize some businesses to do so as part of their SUP approval. In no case are deliveries or outdoor operations allowed between 9 PM and 7 AM.
- The ordinance also prohibits an SUP for businesses that will generate dust, odors, fumes, or particulates that will go beyond the boundaries of the property containing the SUP use. The downtown parking exemption is only allowed for small business operations that are not open to the public and will have no more than two employees on site at a time.
- Any new off-street parking spaces that are provided must be fully in compliance with

regulations for parking spaces regarding location, size, and screening.

- The ordinance discourages any uses that will have deliveries on a vehicle larger than a box truck and notes that the City Council may require an off-street loading space for delivery vehicles as part of granting an SUP.
- The ordinance also incorporates performance standards. The standards were adapted from the industrial district performance standards that were part of the pre-2022 zoning code. The standards set limits for negative externalities such as noise, odor, and particulates. In general, these standards will not be needed because uses that are known to generate nuisance levels of noise, odor, or particulates that would escape to surrounding properties should not be granted as part of this SUP process, but adopting the performance standards adds an additional layer of protection and provides a tool for enforcement.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission met to consider this item on May 11. After holding a public hearing, the Commission voted to recommend approval.

One property owner from the Hampton Rd properties spoke to the Commission about the difficulties she had had trying to sell her property and spoke in support of the ordinance. There were no other speakers during the public hearing.

ACTION BY THE CITY COUNCIL

Sample motions are provided below.

Approval: I make a motion to approve Ordinance # 06-2026-597.

Approval with Conditions: I make a motion to approve Ordinance # 06-2026-597 with the following conditions [list conditions].

Deny: I make a motion to deny Ordinance # 06-2026-597.

Postpone: I move to continue Case # ZCA-2026-002 until [specify date].

Recommendation:

Staff recommend approval.

Financial Information:

None

Attachments:

1. Ord 06-2026-597_ZCA-2026-002
2. Map - location of Hampton dt-g properties

ORDINANCE NO. 06-2026-597

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS AMENDING CHAPTER 106 "ZONING" ARTICLE 5 "USE REGULATIONS" OF THE CITY OF CROWLEY CODE OF ORDINANCES TO ALLOW ADDITIONAL LAND USES WITH A SPECIFIC USE PERMIT ON CERTAIN PROPERTIES IN THE DOWNTOWN-GENERAL ZONING DISTRICT AND PROVIDING SUPPLEMENTARY REGULATIONS FOR SUCH USES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has the authority to adopt a comprehensive zoning ordinance and map regulating the location and use of buildings, structures, and land for business, industry, residence and other purposes, and to amend said ordinance and said map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a Comprehensive Plan; and

WHEREAS, the City has previously adopted its Comprehensive Zoning Ordinance, as codified as Chapter 106 "Zoning" of the Code of Ordinances of the City of Crowley (the "Zoning Ordinance"); and

WHEREAS, the City Council of the City of Crowley deems it advisable and in the public interest to make certain amendments to portions of Article 5 "Use Regulations", of the Zoning Ordinance as set forth herein; and

WHEREAS, the Planning and Zoning Commission of the City of Crowley, Texas held a public hearing on May 11, 2026, and the City Council of the City of Crowley, Texas held a public hearing on May 21, 2026 with respect to the Zoning Ordinance amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

That only the "Agricultural & Animal Uses" portion of the "Agricultural" Uses of Table 106.65-2 "Table of Allowed Uses" of the Zoning Ordinance is hereby amended to read as shown on the attached Exhibit 'A'.

SECTION 2.

That only the "Auto-Related Sales and Service" portion of the "Commercial" Uses of Table 106.65-2 "Table of Allowed Uses" of the Zoning Ordinance is hereby amended to read as shown on the attached Exhibit 'B'.

SECTION 3.

That only the “Business and Professional Services” portion of the “Commercial” Uses of Table 106.65-2 “Table of Allowed Uses” of the Zoning Ordinance is hereby amended to read as shown on the attached Exhibit ‘C’.

SECTION 4.

That only the “Construction-Related Businesses” portion of the “Industrial” Uses of Table 106.65-2 “Table of Allowed Uses” of the Zoning Ordinance is hereby amended to read as shown on the attached Exhibit ‘D’.

SECTION 5.

That only the “Manufacturing” portion of the “Industrial” Uses of Table 106.65-2 “Table of Allowed Uses” of the Zoning Ordinance is hereby amended to read as shown on the attached Exhibit ‘E’.

SECTION 6.

That Section 106.66 “Supplemental Use Standards” of the Zoning Ordinance is hereby amended to add a new sub-section (G) to read as follows:

ARTICLE 5 USE REGULATIONS

...

Sec. 106.66 – Supplemental Use Standards

....

G. CERTAIN COMMERCIAL OR INDUSTRIAL USES PERMITTED BY SPECIFIC USE PERMIT (SUP) IN THE DOWNTOWN-GENERAL ZONING DISTRICT

- (1) Uses marked as permitted with SUP in the Downtown-General (DT-G) district in 106.65-2, “Table of Allowed Uses”, with a reference to this sub-section shall be permitted only on properties located on the west side of Hampton Rd. The properties are located roughly between E Hampton Rd and E Mission St and between Main St and Hudson Avenue.
- (2) No SUP shall be granted for uses that operate on a 24-hour basis or that operate between the hours of 9 PM and 7 AM. The City Council may authorize through the Specific Use Permit indoor hours of operation that start before 7 AM or end after 9 PM, but deliveries and outdoor operations will not be permitted between 9 PM and 7 AM.
- (3) No SUP shall be granted for uses that generate dust, odors, fumes, or particulates that are disseminated beyond the property line of the property containing the SUP use, create a nuisance, or offend persons of ordinary sensibilities.
- (4) The parking exemption for downtown districts shall not apply to the uses marked as permitted with SUP in the Downtown-General district in 106.65-2, “Table of Allowed Uses” with a reference to this sub-section unless the standard parking requirement is waived by the Administrator. Parking requirements shall not be waived for uses that will have more than two employees on site at a given time or that are open to the

public. If the Administrator finds that the use has a need for more off-site parking than is provided on site, whether due to an increase in number of employees or in number or frequency of visitors to the site, or through observable signs that parking is insufficient, including, but not limited to, double-parking, on-street parking, or parking on non-paved surfaces, the SUP may be revoked or modified to provide the required off-site parking. All new off-street parking provided on site must be fully in compliance with regulations for parking spaces regarding location, size, and screening, and with all other applicable regulations. In this context, “new parking” does not include re-striping existing parking spaces that were approved for a previous business with an approved certificate of occupancy. While existing unscreened parking located between the building and the street may be permitted to continue through the granting of an SUP in accordance with this sub-section, in no case will an SUP be granted that allows an increase in non-conformity to the applicable parking regulations.

- (5) Any use that has deliveries in vehicles larger than a box truck shall be discouraged. As a condition of approval for an SUP, the City Council may require an off-street loading space to be provided, with the loading space providing sufficient room for delivery vehicles to enter and exit the site without backing into the right-of-way.
- (6) Granting an SUP does not waive the requirements of *Ch. 82 – Traffic and Vehicles*, *Ch. 98 – Subdivisions* or the *Public Works Design Criteria Manual*.
- (7) SUPs shall be granted only when the applicant, with written notarized permission from the building owner if the building owner is not the applicant, agrees to perform at least one of the primary design improvements under section (a) below and at least one of the secondary design improvements under section (b). These requirements apply to sites with existing buildings on the date this ordinance was adopted. For all new construction, full compliance with the zoning code is required. The improvements shall be completed before a Certificate of Occupancy will be issued. The Administrator may, on a case-by-case basis, agree to grant a temporary Certificate of Occupancy where improvements are substantially complete, and completion of the improvements is dependent on circumstances beyond the applicant’s control. Buildings that already comply with the Façade Composition and Massing requirements of the downtown district may use the massing requirement as one of the two required design elements below:
 - a. Primary Design Requirement
 - i. The primary/street-facing façade shall meet the Windows and Transparency requirements in Section 106.57(B)(4) for *Ground floor, nonresidential use, facing side street*. The artwork/seating exemption shall not apply. The Administrator may allow, on a case-by-case basis, artwork or false windows to substitute for part of the transparency requirement for operations that are sensitive to light. The applicant shall be required to demonstrate that operations cannot be arranged so that light-sensitive operations are located in the rear or side of the building where windows are not required.
 - ii. The lot shall comply with the downtown streetscaping and landscaping requirements, including parking lot landscaping and providing sidewalks

and/or street trees where they are not already provided. Where sufficient right-of-way does not allow for full compliance with the streetscaping and landscaping requirements, the Administrator may allow an alternative streetscaping and landscaping plan, provided the requirements are met to the extent feasible. Where the physical limitations of the space do not allow full compliance with landscaping and streetscaping requirements, the applicant is expected to comply to the maximum extent permitted by the existing space, including removal of paved areas to provide landscaping, as needed. If this option is used as the Primary Design Requirement, the Secondary Design Requirement must be an improvement to the building.

- b. Secondary Design Requirement
 - i. Building walls shall be cleaned and repainted with low reflectance, subtle, neutral, or earth tone colors. The use of metallic colors, black, or fluorescent colors may only be allowed with an Administrative Modification and shall not exceed 5% of any façade (including door and window area). Painting is not required for walls or wall sections that are masonry or masonry veneer. Cleaning should include removing rust and repairing dented or damaged facades. If Façade Composition and Massing is used as the primary design element, this standard shall not be used for the secondary design requirement.
 - ii. All parking and loading areas shall be screened in accordance with parking lot screening requirements of the downtown district.
 - iii. Existing non-masonry screening walls and fences shall be replaced with masonry screening walls.
 - iv. Awnings meeting the requirements of Sec. 106.57(B)(8), “Shading Devices,” shall be added to the building.
 - v. The Administrator may approve other design elements that are permitted in the Downtown-General building design requirements.
- (8) All areas used for storage of materials, goods, or equipment shall be located within the rear yard or side yard and screened from adjacent properties and any public right-of-way. Screening shall be the screening requirements for the downtown district.
- (9) No SUP shall be granted for uses that do not comply with the performance standards listed below. The business owner or operator shall be required to compensate the City for the cost of any third-party consultants used to verify compliance with or enforce this section.
 - a. *Noise.* The permissible noise levels shall be as provided in Section 34-140.
 - i. Between the hours of 7 AM and 9 PM, maximum permissible daytime octave band decibel limits shall be the limits set for agricultural and commercial districts in Chapter 34.
 - ii. Between the hours of 9 PM and 7 AM, maximum permissible daytime octave band decibel limits shall be the limits set for residential districts.

- b. *Odorous matter.*
 - i. No use shall emit any odorous matter, which would be offensive to persons or other uses beyond the property line of the site producing the odorous matter.
 - ii. The odorous matter as referred to herein shall be determined by personal observation.
- c. *Toxic and noxious matter.*
 - i. No commercial or industrial operation or use emitting any toxic or noxious matter shall be permitted by SUP in the DT-G district.
 - ii. The storage, use and transportation of hazardous chemicals, poisonous gases, acids or radioactive material in any district, or any other areas of the city shall be subject to the approval and consent of the fire chief of the city and Tarrant County Health Officer, and in accordance with all applicable state and local statutes governing same.
- d. *Glare.* All outside lights shall be made up of a light source and reflector so selected that acting together the light beam is controlled and not directed across any bounding property line. The marginal increase in light, as measured at any property line, other than a street right-of-way line, shall not exceed one footcandle. In addition, all exterior lighting shall comply with the International Dark Sky Association – IES 2011 model ordinance.
- e. *Smoke, particulate matter and other air contaminants.* No SUP shall be granted for uses that generate or emit smoke, particular matter, or other air containments that are emitted beyond the property line containing such use. For the purpose of these regulations, particulate matter and contaminants shall include, but not necessarily be limited to, the following: visible emission from all operations, sulfur dioxide from all operations, particulate matter from all operations, fumes and gases from all operations, and any air contaminant which can cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such person or to the public, or which cause or have a natural tendency to cause injury or damage to business or property.
 - i. Open storage involving dust or other particulate air contaminants shall not be permitted. Processing operations which involve dust or other particulate air contaminants, or generating equipment such as used in paint spraying or sandblasting conducted outdoors shall not be permitted. For operations conducted indoors, dust and other particulate matter generated shall not be transported across the boundary line of the tract on which the use is located.
 - ii. No open, unenclosed burning of any material shall be permitted.
- f. *Fire and explosive or hazardous gases, liquids and matter.* The use or storage of compounds or materials, gases or liquids which decompose by detonation or are of a highly flammable or explosive nature shall be properly contained with adequate

safety devices and fire suppression equipment standard to the industry regulating same. Burning of waste materials of any type is expressly prohibited. The relevant provisions of state and local laws and regulations governing the transport, storage or use of fire and explosive or hazardous matter shall also apply where applicable.

- g. *Radioactive materials.* The manufacture, storage, or utilization of radioactive materials shall not be permitted.
- h. *Vibration.* No vibration shall be permitted which is discernible without measuring instruments therefor across the lot or property line of the use in which such vibration is generated.
- i. *Electromagnetic interference.* No use, operations or activities shall be conducted that cause electrical or TV signal disturbances to be transmitted across the property or lot lines of which such electrical interference is generated.”

SECTION 7.

The Zoning districts as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 8.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Crowley, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 9.

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

SECTION 10.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 11.

All rights and remedies of the City of Crowley are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be

affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 12.

The City Secretary is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance in one issue of the official newspaper of the City, as required by Section 52.013 of the Local Government Code.

SECTION 13.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 21ST DAY OF MAY, 2026.

MAYOR, BILLY DAVIS

ATTEST:

CITY SECRETARY, CAROL CANNADY

APPROVED AS TO FORM:

CITY ATTORNEY, ROB ALLIBON

EXHIBIT 'A'

	Table 106.65-2: Table of Allowed Uses																				
	■ = Allowed □ = Specific Use Permit * = Supplemental Standards (blank cell) = Prohibited																				
		RESIDENTIAL								NONRESIDENTIAL				SPECIAL DISTRICTS						SUPPLEMENTAL USE STANDARDS	
Use Categ ory	Use Type	AG	R-1	R-2	R-3	R-4	MR	MF	MH	OC	GC	I	CP	MU- C	MU- T	MU- N	DT- C	DT- G	DT-E	Other standards not listed below may apply	
[remainder of table unchanged]																					
Agricultural & Animal Uses	General agriculture	■	■																		
	Commercial stable	■	□																		
	Greenhouse, nursery, floriculture	■	□								■	■	■					□*		Section 106.66(G)	
	Agricultural livestock & cattle ranches	■	□																		
	Horse and equine farming	■	□																		
	Veterinary clinic	■ *								■ *	■ *			■*			■*				Section 106.66(B)(1)
	Pet and animal-related sales and services (including boarding, grooming, and care)	■ *								■ *	■ *			■*			■*				Section 106.66(B)(2)
	Any animal-related sales and services with outdoor pens or runs	■																			

EXHIBIT 'B'

Table 106.65-2: Table of Allowed Uses																				
■ = Allowed □ = Specific Use Permit * = Supplemental Standards (blank cell) = Prohibited																				
		RESIDENTIAL								NONRESIDENTIAL				SPECIAL DISTRICTS						SUPPLEMENTAL USE STANDARDS
Use Categ ory	Use Type	AG	R-1	R-2	R-3	R-4	MR	MF	MH	OC	GC	I	CP	MU- C	MU- T	MU- N	DT- C	DT- G	DT-E	Other standards not listed below may apply
<i>[remainder of table unchanged]</i>																				
Auto-Related Sales and Service	Automotive sales, leasing, or rental (new or used)										□									
	Auto repair and service										□	■						□*		Section 10.66(G)
	Car and truck wash										□	■								
	Auto-related parts and accessory sales										■	■								
	Any retail use with gasoline sales pumps									□	■			□						
	Parking as a principal use										■	■		■*			■ *	□		Section 106.66(E)(1)

EXHIBIT 'C'

Table 106.65-2: Table of Allowed Uses																				
■ = Allowed □ = Specific Use Permit * = Supplemental Standards (blank cell) = Prohibited																				
		RESIDENTIAL								NONRESIDENTIAL				SPECIAL DISTRICTS						SUPPLEMENTAL USE STANDARDS
Use Cate gory	Use Type	AG	R-1	R-2	R-3	R-4	MR	MF	MH	OC	GC	I	CP	MU- C	MU- T	MU- N	DT- C	DT- G	DT-E	Other standards not listed below may apply
<i>[remainder of table unchanged]</i>																				
Business and Professional Services	Offices for business, professional, administrative, or technical services									■	■	■	■	■	■		■	■	■	
	Banks, investment, or financial institution (with or without drive-through service)									■ *	■ *			■ *			□ *	□ *		Section 106.66(E)(5)
	Services related to buildings (janitorial, landscaping, cleaning, etc.)										■	■		■				□ *		Section 106.66(G)
	Medical and dental offices									■	■			■	■		■	■		

EXHIBIT 'D'

	Table 106.65-2: Table of Allowed Uses																			
	■ = Allowed		□ = Specific Use Permit		* = Supplemental Standards		(blank cell) = Prohibited													
		RESIDENTIAL								NONRESIDENTIAL				SPECIAL DISTRICTS						SUPPLEMENTAL USE STANDARDS
Use Categ ory	Use Type	AG	R-1	R-2	R-3	R-4	MR	MF	MH	OC	GC	I	CP	MU- C	MU- T	MU- N	DT- C	DT- G	DT-E	Other standards not listed below may apply
[remainder of table unchanged]																				
Construction-Related Businesses	Machinery-related contractors' yards and storage											■ *								Section 106.66(F)(3)
	Specialty trade contractors											■ *						□ **		*Section 106.66(F)(3) **Section 106.66(G)
	Asphalt or concrete batch plant											□								
	Excavation related services											■								
	Wrecking and demolition establishment (including junk yards)											□								
	Commercial and industrial machinery leasing and rental												■						□*	

EXHIBIT 'E'

		Table 106.65-2: Table of Allowed Uses																		
		■ = Allowed □ = Specific Use Permit * = Supplemental Standards (blank cell) = Prohibited																		
		RESIDENTIAL								NONRESIDENTIAL				SPECIAL DISTRICTS						SUPPLEMENTAL USE STANDARDS
Use Categ ory	Use Type	AG	R-1	R-2	R-3	R-4	MR	MF	MH	OC	GC	I	CP	MU- C	MU- T	MU- N	DT- C	DT- G	DT-E	Other standards not listed below may apply
[remainder of table unchanged]																				
INDUSTRIAL USES																				
Manufacturing	Food and beverage processing											■								
	Craft alcohol production (including microbrewery, micro distillery, winery)	□									□	■		□*			□*	□*		Section 106.66(F)(1)
	Paper and printing materials											□								
	Furniture and related products											■						□*		Section 106.66(G)
	Machinery, appliance, electrical equipment, electronics, and components										□	■								
	Transportation equipment and automobiles												■							
	Miscellaneous manufacturing (jewelry, toys, games, office supplies, custom crafts, etc.)											■	■						□*	

Location of Hampton Rd properties zoned DT-G





City of Crowley, Texas City Council Agenda Report

Presenter: Bhumika Thakore	Meeting Date: June 4, 2026
Department: Community Development	Agenda Item: III.2.
Subject: Hold a public hearing, discuss, and consider approval of Ordinance # 06-2026-598 requested by Mary Poole on behalf of SMG Auto for a Specific Use Permit to allow auto sales in a General Commercial district at 860 N Crowley Rd, whose legal description is John H Lucas Survey, Abstract 932, Tract 1D09, conveyed by deed as recorded in Document Number D223163480, Deed Records, Tarrant County, Texas . Case # SUP-2026-002.	

Background:

BACKGROUND AND OVERVIEW	
Request	Specific use permit to allow Auto Sales (New or Used)
Applicant	Mary Poole
Location	860 N Crowley Rd. (cor. N. Crowley Rd & Chalet Dr)
Surrounding Uses	Commercial; Residential (manufactured home); Vacant land
Surrounding Zoning	General commercial; Manufactured home; and Industrial.
Future Land Use Plan Designation	Traditional Suburban Commercial
Staff Recommendation	Approve with Conditions
Planning & Zoning Commission Recommendation	Approve with Conditions

BACKGROUND

The property owner owns this tract and the one behind it. They received a specific use permit on the tract to the rear (862 N Crowley Rd) for auto repair in 2024. The applicant is now requesting an SUP for auto sales at this location. The city previously granted an SUP at this location to Byrd Auto (Case # SUP-2024-003), but that SUP expired when the applicant failed to meet conditions of approval during the required timeframe. The proposed hours of operation are 8 AM to 6 PM Monday through Friday and 9 AM to 3 PM on Saturdays. No additional lighting or signs will be added.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The north and south of the property are zoned General Commercial. The subject property is located at the intersection of N Crowley Rd and Chalet Dr in Crowley, Texas. The site fronts N Crowley Rd, with Chalet Dr running along the northern boundary. The surrounding area consists primarily of commercial uses along N Crowley Rd, with adjacent industrial and vacant properties in the immediate vicinity.

STAFF REVIEW

Staff have based their review on the criteria listed in Section 106.34(C) from Chapter 106 of the zoning code.

Conformity with the Comprehensive Land Use Plan

The property is shown as Traditional Suburban Commercial in the future land use plan. The applicant does not intend to make any changes to the exterior façade of the existing building and the requested use is allowed in GC districts with an SUP. Staff does not see a conflict with the comprehensive plan.

Compliance with the Zoning Code Requirements

The applicant does not propose any exterior modifications to the existing building. The site plan depicts updated parallel parking spaces, which are shown at the correct dimensions; however, these spaces are not currently striped. The proposed site plan otherwise complies with the requirements of Chapter 106 regarding the minimum number and dimensions of required parking stalls. All required parking spaces should be properly striped in accordance with applicable standards. This work may be completed following SUP approval and before issuing a Certificate of Occupancy.

Conformance with Other Requirements

Site and operational requirements

The hours of operation, noise levels, lighting, and other operational elements are not expected to create a nuisance or adverse effect on the surrounding areas. The business is also not expected to generate much traffic.

This tract and the one behind it share a water connection and sewer connection. Under the city's utilities regulations, this is not permitted, and the connections should be separated. Making a new connection to the city's water or sewer lines will trigger a plat requirement. The tract to the rear does not appear to meet the minimum lot size requirement for the zoning district, so a variance would be required.

Scale with the existing neighborhood

The location, nature, and height of buildings, structures, walls, and fences are not out of scale with the neighborhood.

Contribution to the general welfare/benefit to the city

Staff's opinion is that the business will not be a detriment to general welfare.

STAFF RECOMMENDATION

Staff recommend approval with the following conditions. The staff recommendation is to require platting (condition # 3) prior to issuing a certificate of occupancy. The platting before CO language is not in the ordinance; staff wanted to leave the option for Council to determine whether to allow a longer time period for platting since the platting (and possible variance process) will likely take several months, in addition to the time for making utility connections. Requiring the work to be done before the CO ensures the work is done; however, if the Council would prefer to grant the SUP and allow a CO while the applicant is going through the platting process, the City also has the option to hold a public hearing and terminate the SUP if the applicant fails to comply in a timely manner.

1. The parking area shall be striped to clearly and correctly mark all required parallel parking spaces in accordance with City standards and required dimensions. This work shall be completed prior to the issuance of a Certificate of Occupancy.
2. Each tract shall establish its own separate connection to the public water and public sewer systems and shall not share utility connections with any other property.
3. The property shall be platted in accordance with City subdivision regulations prior to development or issuance of a Certificate of Occupancy.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission met to consider this item on May 11. After holding a public hearing, the Commission voted to recommend approval with the conditions recommended by staff (see list above). The applicant was the only speaker during the public hearing.

ACTION BY THE CITY COUNCIL

The motions provided below are for the Commission members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance # 06-2026-598.

Approve with conditions: I make a motion to approve Ordinance # 06-2026-598 with the following condition(s) [list condition(s)].

For the Council's reference, the P&Z and staff recommended conditions are:

1. The parking area shall be striped to clearly and correctly mark all required parallel parking spaces in accordance with City standards and required dimensions. This work shall be completed prior to the issuance of a Certificate of Occupancy.
2. Each tract shall establish its own separate connection to the public water and public sewer systems and shall not share utility connections with any other property.
3. The property shall be platted in accordance with City subdivision regulations prior to development or issuance of a Certificate of Occupancy.

Deny: I make a motion to deny Ordinance # 06-2026-598.

Postpone: I make a motion to continue Case # SUP-2026-002 until [specify date].

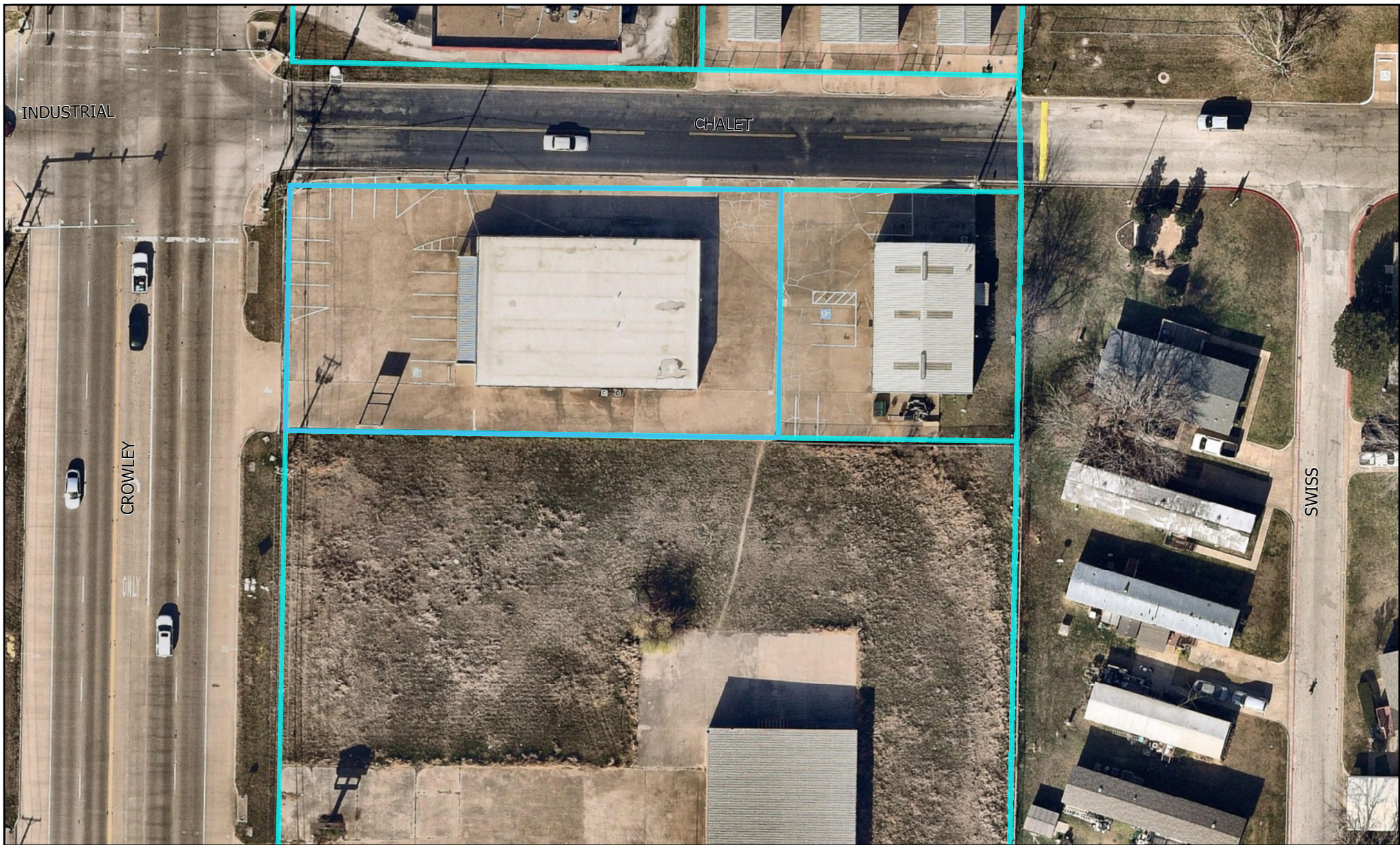
Recommendation:

Staff recommend approval with conditions.

Financial Information:

Attachments:

1. SUP-2026-002- Aerial
2. SUP-2026-002- FLUP
3. SUP-2026-002- Zoning
4. Project Overview
5. 860 N Crowley Rd Site Plan Revised
6. SUP-2026-002-Zoning Sign -OnSite
7. SUP-2026-002- Ord 06-2026-598_ SMG Auto



SUP-2026-002
SMG Auto -Location

0 120 240 Feet

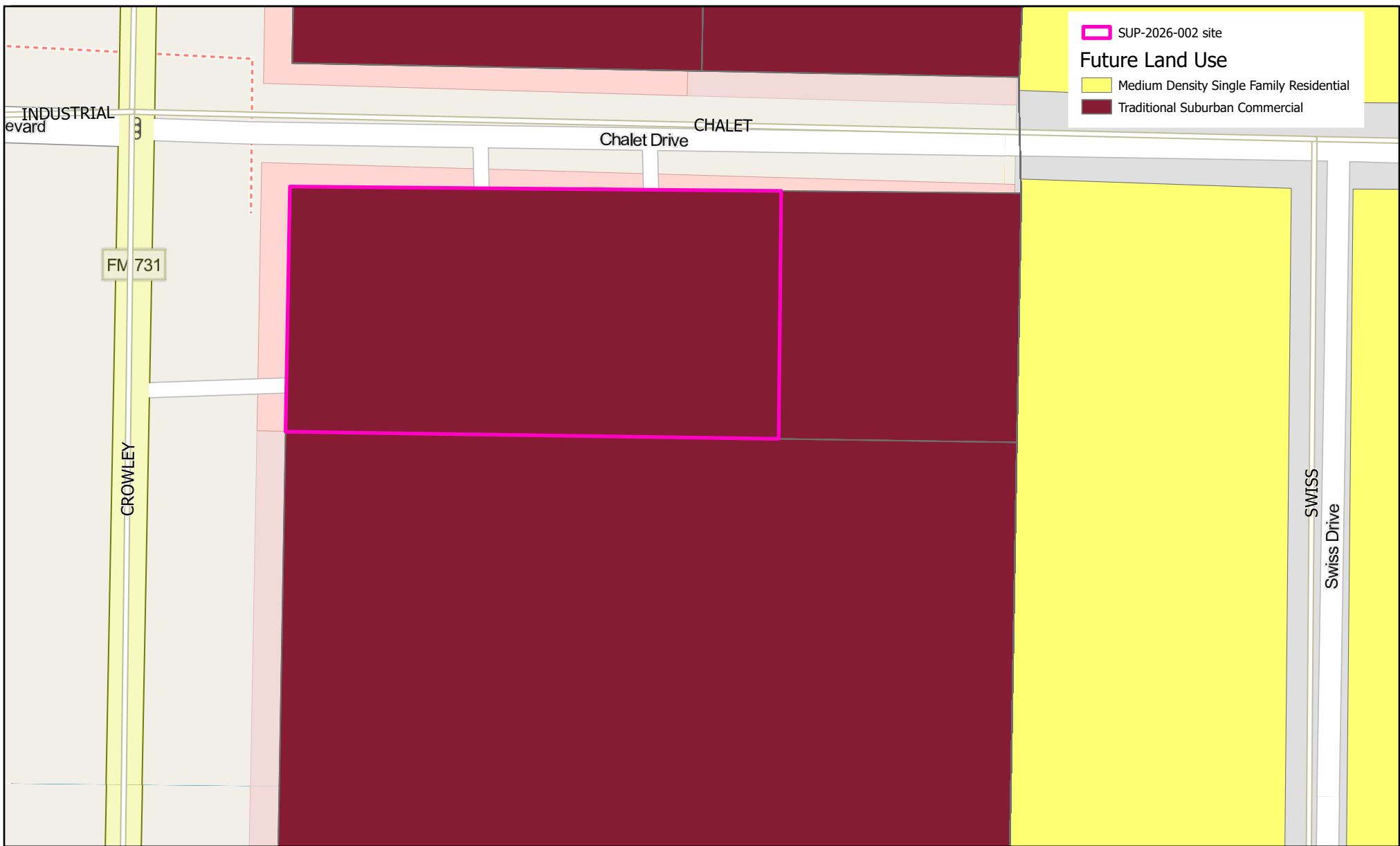


5/5/2026



DISCLAIMER

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



5/5/2026

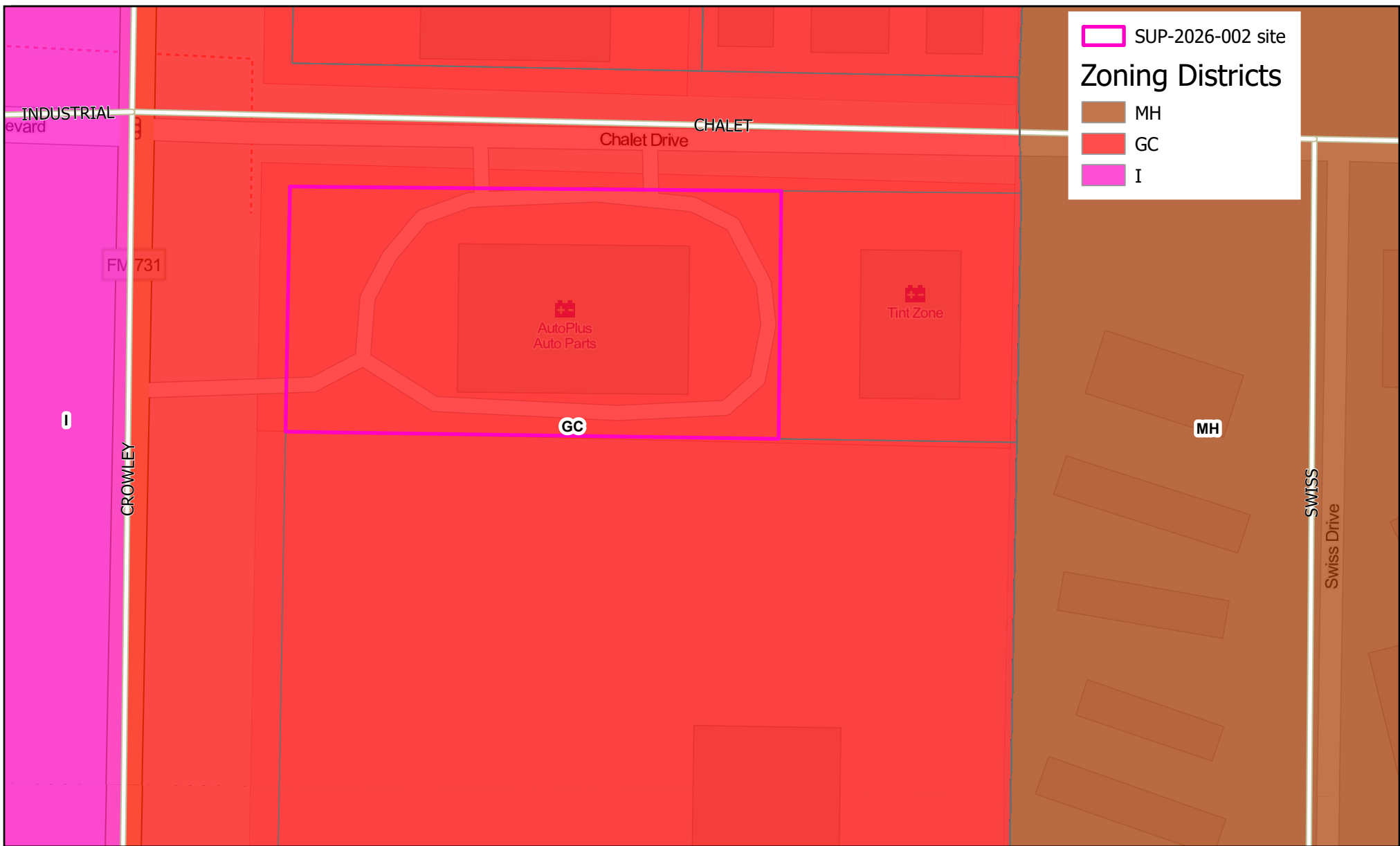
Future Land Use Plan SUP-2026-002

0 120 240 Feet



DISCLAIMER

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5/5/2026

Zoning SUP-2026-002 SMG Auto -Location

0 120 240 Feet



DISCLAIMER

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PROJECT OVERVIEW

Project Type: Specific Use Permit | **Project Title:** Specific Use Permit - SMG Auto - Case # SUP-2026-002

ID # 26-000009 | **Started** 03/31/2026 at 2:25 PM

Status: In Review



Address

860 N Crowley Rd, Crowley, TX USA 76036

Legal

Lucas, John H Survey Abstract 932 Tract 1d09

Description

We would like a SUP for an existing site. We do not plan any new renovation to the site or the building.

PROPERTY DETAILS

Property ID 03994139

PROPERTY ADDITIONAL INFORMATION

No data for Property Additional Information.

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Mary Poole	8178509500	12918 Wingate, Ste 100 Fort Worth, TX 76107	-	APPLICANT
Silvano Godinez	6622504447	22482 N FM 709 Hubbard, TX 76648	-	Property Owner

INFORMATION FIELDS

Applicant Status

Representative

Property Description of Area

860 N Crowley Road

of Acres

.4130

Future Land Use Plan Designation

-

Receipt showing no taxes owed

2025PropertyTaxReceipt.pdf

Reason for Requested Specific Use Permit

Reason for Request

This site previously operated as Byrd Auto with a SUP. Owner would like to continue using the site as Auto Sales.

Additional Pages

-

Description of processes and activities

The business would sell use cars onsite with make-ready services performed in the Service Bay area. The business will have 2 employees. Business hours are M-F 8:00-6:00 and Saturday 9:00-7:00. With the limited number of cars available, the owner anticipates approximately 10-12 customers weekly. There will be no outside activities. with noise, light or trash. Trash will be shared with adjacent SMG Sunroof.

Existing and proposed buildings and structures

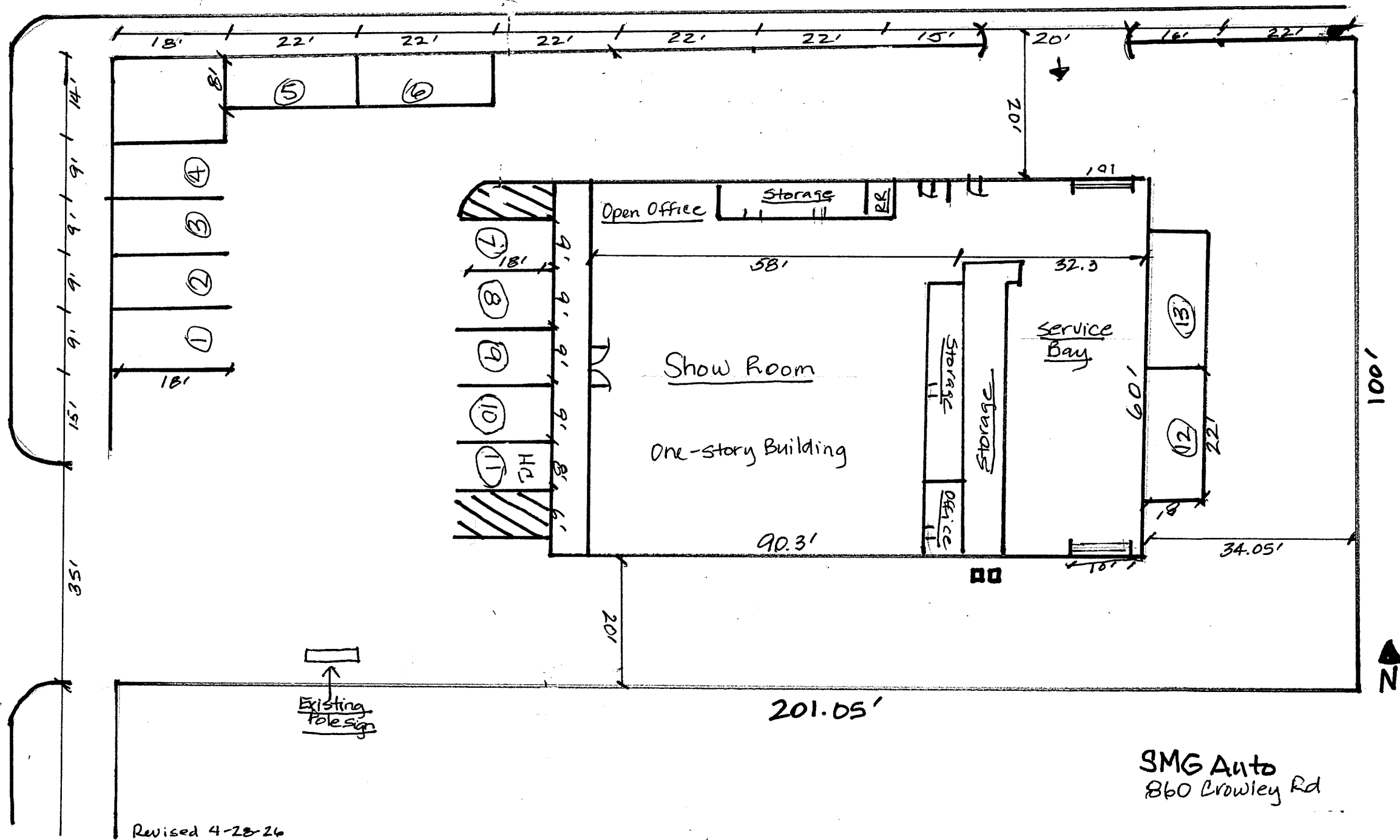
860NCrowleyRdSitePlan.pdf

Site Plan Upload for Specific Use Permits

-

Chalet Drive

N crowley Rd



SMG Auto
860 Crowley Rd

**CITY OF CROWLEY
PUBLIC HEARING NOTICE
SPECIFIC USE PERMIT REQUESTED**

Case # SUP-2026-002

For information, call 817-297-2201 ext. 3090

ORDINANCE NO. 06-2026-598

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CROWLEY, TEXAS, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOTIVE SALES, AT A TRACT LOCATED AT 860 N CROWLEY ROAD IN THE JOHN H LUCAS SURVEY, ABSTRACT 932 IN THE CITY OF CROWLEY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Zoning Ordinance of the City of Crowley regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the Zoning Ordinance of the City of Crowley requires the issuance of a Specific Use Permit to operate an automotive sales business on property in the General Commercial (GC) Zoning District in the City; and

WHEREAS, an application authorized by the owner of the property located at 860 N Crowley Rd, in the City of Crowley, Tarrant County, Texas, has been filed for a specific use permit to operate an auto repair business; and

WHEREAS, the Planning and Zoning Commission of the City of Crowley, Texas held a public hearing on May 11, 2026, and the City Council of the City of Crowley, Texas, held a public hearing on June 4, 2026, with respect to the Specific Use Permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of Crowley, and all other laws dealing with notice, publication and procedural requirements for the approval of a specific use permit on the property; and

WHEREAS, the City Council finds that the approval of the specific use permit will allow a use that is harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, subject to the conditions imposed herein, if any;

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by granting a

Specific Use Permit to SMG Auto for operation of an automotive sales business on the property located at 860 N Crowley Road in the John H Lucas Survey, Abstract 932, located in the "GC" General Commercial District, and subject to the following conditions:

1. The parking area shall be striped to clearly and correctly mark all required parallel parking spaces in accordance with City standards and required dimensions. This work shall be completed prior to the issuance of a Certificate of Occupancy.
2. Each lot shall have its own separate water and sewer connection and shall not share utility connections with any other property.
3. The property shall be platted in accordance with City regulations.

SECTION 2.

The Specific Use Permit as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3.

The official zoning map of the City of Crowley is amended and the City Secretary is directed to revise the official zoning map to reflect the approved Specific Use Permit as set forth above.

SECTION 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Zoning Ordinance of the City of Crowley, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5.

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

SECTION 6.

Any person, firm or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Crowley are expressly saved as to any and all violations

of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

The City Secretary is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance in one issue of the official newspaper of the City, as required by Section 52.013 of the Local Government Code.

SECTION 9.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 4th DAY OF JUNE 2026.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



City of Crowley, Texas City Council Agenda Report

Presenter: Nathan Gonzales	Meeting Date: June 4, 2026
Department: Community Development	Agenda Item: VI.3.
Subject: Hold a public hearing to discuss and consider a staff request to revoke the Certificate of Occupancy, and issue an Order to Vacate, at Kwik Kar, located at 500 E Main St, Crowley, Tarrant County, Texas, 76036.	

Background:

Kwik Kar has been long standing and established business located at the corner of E Main St. and S Crowley Rd. When Kwik Kar was built, the entire parcel was one large corner lot. Sometime later, a portion of that larger lot was sold off, without replatting, creating what is known today as 105 S Crowley Rd. At the time of construction, Kwik Kar's sewer line extended through 105 S Crowley Rd and tied into the same private sewer line upstream from the city's sewer main located between 513 & 517 Mesquite Ave just east of the subject property. As the ownership of 105 S Crowley has changed over the years, a property owner dispute has emerged regarding the two buildings sharing the same sewer service. By today's development standards, this would be prohibited, as each building is required to have and maintain their own separate water and sewer utilities.

In May of 2024, the City of Crowley's Public Works Department became aware of plumbing sewer issue during a staff inspection at Kwik Kar, located at 500 E Main St. A *Notice to Suspend Water Services* was issued by the city's Public Works Department to the property owner on May 17, 2024, as Kwik Kar's sewer line had been disconnected by the neighboring property owner at 105 S Crowley Rd. In the same May 2024 notice, the city noted that a permanent solution to this issue would be required within four months while temporary measures could be considered by the city.

Following the notice, the ownership of Kwik Kar began preparing plans to have the line reconnected and hoped to obtain an easement from the ownership of 105 S Crowley Rd. Engineering plans were drawn up by Kwik Kar's ownership and the city prepared a development agreement. However, the ownership of 105 S Crowley Rd would not grant an easement without compensation. To date, this issue remains unresolved.

In September of 2025, upon joining the city, I, Nathan Gonzales, Building Official for the City of Crowley, was briefed on the ongoing issue. On September 25, 2025, I visited Kwik Kar, accompanied by Assistant Director of Utilities, Randy Manus, and met with the store manager of Kwik Kar, Billy, who was aware of the ongoing issue. Billy advised his employees to have to use the restroom elsewhere as he knew the sewer line was not connected. However, the building still had active water service. A later check of the utility billing records showed 6,000 gallons of water having been used by the business despite no connection to a sewer line. I asked Billy if I

could look at the cleanout that had been installed at the southeast corner of the property. Billy provided his effective consent and walked with me to the rear of the property where I observed remnants of a sewer overflow. Toilet paper was visible, indicating the cleanout was used to clear a backup recently. Given the sewer overflow and a lack of a sewer connection to the city's sanitary system, I advised Billy that I would need to have the water shutoff and asked he forward my contact information to the owner, known to me as Rod Elrifai. I later spoke with Rod, the owner, and recommended he provide temporary restroom facilities, with potable water, for his employees and customers while he worked towards a solution. A portable restroom facility atop a trailer was soon brought in and parked in the rear parking of the business.

On October 7, 2025, as the sewer line had not been reconnected, I authorized the disconnection of water service pursuant to 2021 IPC Section 110.3 and 2021 IBC 112.3. I issued a *Notice of Violation* deeming the property a substandard building, sent certified mail, for the following building code and city ordinance violations:

Plumbing Code Violation (2021 IPC Section 701.2)- Connection to sewer required. Sanitary drainage piping from plumbing fixtures in buildings and sanitary drainage piping systems shall be connected to a public sewer.

Plumbing Code Violation (2021 IPC Section 701.3)- Separate sewer connection. A building having plumbing fixtures installed and intended for human habitation, occupancy or use on the premises abutting on a street, alley, or easement in which there is a public sewer shall have a separate connection with the sewer.

City Ord. Section 86-249 (a)- *Required.* All owners or occupants of buildings, or agents for owners, situated within 100 feet of a sanitary sewer, are hereby required to construct, or cause to be constructed, suitable water closets on their property, and to connect the water closets with the city sanitary sewer systems under the direction and supervision of the city.

City Ord. Section 86-249 (b)- *Maintenance.* It shall be the duty of any owner or occupant of any building connected with the city sanitary sewer system to keep and maintain the connection to the sewer system in perfect condition and free from obstruction.

City Ord. Section 34-61- *Junk, rubbish, trash and debris.* It shall be unlawful for any person owning, claiming, occupying or having supervision or control of any real property, occupied, or unoccupied, within the corporate city limits of the city, to permit or allow the accumulation of junk, rubbish, trash and debris, vehicle parts, junk vehicles, filth, carrion, or other unsightly or **unsanitary matter upon such real property**, which shall be presumed to be objectionable, unsightly, and unsanitary and is hereby declared a public nuisance.

City Ord. Section 14-332 (13). Substandard buildings declared. Whenever any building has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building provided by the building regulations of this jurisdiction, as specified in the building code, dangerous building code, electric code, fire code, housing code, mechanical code, plumbing code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

A follow-up inspection on Friday, October 17, 2025, yielded no change in the property's condition or issue at hand.

On November 12, 2025, having obtained no update on the progress of Kwik Kar's plumbing issue, or abatement of the code violations previously noted, I issued Citation #CC11-00083, mailed Rod a copy to the address the city had on file in our utility billing records, and submitted the citation to the municipal court, requesting they set the case on the next available court docket. I later called Rod and informed him of the citation issued and he said he would have his attorney look into it as he was out of town.

A court date for January 21, 2026, was set by the municipal, however, Rod did not show. As a result, the municipal court issued a warrant.

On April 16, 2026, having obtained no status update from Kwik Kar, no abatement of the previously noted code violations, and no resolution from the issued citations, I issued a second *Notice of Violation* to the ownership of Kwik Kar, indicating my intent to commence substandard building proceeding before the City Council to revoke Kwik Kar's *Certificate of Occupancy*. The notice was sent certified mail to Kwik Kar's address, Rod's home address, and a business address in Dallas provided by Rod during a phone call he and I had in the Spring of 2026.

On May 19, 2026, I mailed Rod, and a located lienholder (Evolving Texas, LP), a Notice of Public Hearing, again advised the ownership of Kwik Kar my intent to seek an Order to Vacate and revocation of their Certificate of Occupancy at the June 4th, 2026, regular city council meeting.

Recommendation:

As has been demonstrated, this sewer line issue has been ongoing since May of 2024. To date, there has been no resolution or abatement of building code and city ordinance violations. As the city cannot allow a business to operate without required water and sewer service, Staff recommends the City Council revoke the Certificate of Occupancy for Kwik Kar and issue an Order to Vacate the building within 30 days. Should the City Council consider provided the ownership of Kwik Kar more than 30 days to resolve the issue, Staff recommends the owner provide the city a detailed plan and time schedule as required by City Ordinance Section 14-335 (b) (2).

Financial Information:

This item does not result in incurred costs to the city.

Attachments:

See attached notices, mailings, plans, and photos.



LOCATION

Address: [500 E MAIN ST](#)
City: CROWLEY
Georeference: 8990-3-A2A
Subdivision: CROWLEY PARK SOUTH ADDITION
Neighborhood Code: Auto Care General

Latitude: 32.5780299444
Longitude: -97.3527846899
TAD Map: 2042-328
MAPSCO: TAR-118K



Google Map or type unknown

This map, content, and location of property is provided by Google Services.

PROPERTY DATA

Legal Description: CROWLEY PARK SOUTH
ADDITION Block 3 Lot A2A

Jurisdictions:

CITY OF CROWLEY (006)
TARRANT COUNTY (220)
TARRANT COUNTY HOSPITAL (224)
TARRANT COUNTY COLLEGE (225)
CROWLEY ISD (912)

Site Number: 80051677

Site Name: KWIK KAR LUBE

Site Class: ACLube - Auto Care-Mini Lube

Parcels: 1

Primary Building Name: KWIK KAR LUBE and TUNE / 00678961

State Code: F1

Primary Building Type: Commercial

Year Built: 2001

Gross Building Area⁺⁺⁺: 4,312

Personal Property Account: N/A

Net Leasable Area⁺⁺⁺: 4,312

Agent: CARLSON PROPERTY TAX LLC (2264)

Percent Complete: 10000%

Notice Sent Date: 4/15/2026

Land Sqft^{*}: 26,015

Notice Value: \$1,195,000

Land Acres^{*}: 0.5972

Protest Deadline Date: 5/21/2026

Pool: N

⁺⁺⁺ Rounded.

^{*} This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated.

OWNER INFORMATION

Current Owner:

RAE TEXAS GROUP LLC

Primary Owner Address:

500 E MAIN ST
CROWLEY, TX 76036-2818

Deed Date: 6/24/2016

Deed Volume:

Deed Page:

Instrument: [D216139335](#)

Previous Owners	Date	Instrument	Deed Volume	Deed Page
FOX INVESTMENTS INC	8/30/2001	00151100000367	0015110	0000367
KWIK INDUSTRIES INC	5/15/2001	00149000000078	0014900	0000078
MOTIVA ENTERPRISES LLC	8/20/1998	00134900000407	0013490	0000407
STAR ENTERPRISE	12/31/1988	00096060001170	0009606	0001170
TEXACO REFINING & MKT INC	12/31/1900	00000000000000	0000000	0000000

VALUES

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#).

Year	Improvement Market	Land Market	Total Market	Total Appraised ⁺
2026	\$804,775	\$390,225	\$1,195,000	\$1,195,000
2025	\$804,775	\$390,225	\$1,195,000	\$1,195,000
2024	\$804,775	\$390,225	\$1,195,000	\$1,195,000
2023	\$864,850	\$260,150	\$1,125,000	\$1,125,000
2022	\$691,163	\$260,150	\$951,313	\$951,313
2021	\$691,163	\$260,150	\$951,313	\$951,313

Pending indicates that the property record has not yet been completed for the indicated tax year.

+ Appraised value may be less than market value due to state-mandated limitations of value increases.

EXEMPTIONS / SPECIAL APPRAISAL

There are no exemptions for this property

Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older for unauthorized individuals.



May 17, 2024

RAE Texas Group LLC
500 E Main
Crowley, Tx 76036

Certified Mail: 7022 1670 0001 3974 1783
USPS Tracking : 9590 9402 8632 3244 3736 78
Hand Delivered May 17, 2024 by Randal Manus
Received by: _____

Property Owner,

RE: NOTICE TO SUSPEND water for failure to comply City of Crowley Code Sec. 86-249. Sewer connections.

During a recent City staff inspection it was discovered that the sewer connection for the building on the property has been disconnected. This condition is in violation of the City Code of Ordinances (Section 86-249) and has created a serious health and safety violation that must be corrected immediately. City staff will cut off the water service to the property on Monday, May 20, 2024 if this violation has not been corrected. You are also subject to being cited for the violation, and each day the violation continues to exist shall constitute a separate offense. In addition, the business on the property is at risk of being red tagged and subject to forced closure due to the lack of required City services.

The City may consider proposals for temporary sewer service connections that would allow the business operating on the property to remain in operation; however the City will require a permanent solution to be in place and functional per City design standards and ordinances within 4 months from the date of this letter.

Please contact me at (817) 297-2201 x)3210 or by email (rmanus@ci.crowley.tx.us) with any questions or proposed solutions at your earliest convenience.

Respectfully,

Randal Manus
Asst. Utility Director
City of Crowley
817-297-2201 ext. 3210

City Ordinance reference:

Sec. 86-249. - Sewer connections.

(a) Required. All owners or occupants of buildings, or agents for owners, situated within 100 feet of a sanitary sewer, are hereby required to construct, or cause to be constructed, suitable water closets on their property, and to connect the water closets with the city sanitary sewer system under the direction and supervision of the city.

-
- (c) *Tampering with meters.* It shall be unlawful for any person other than those authorized by the city to connect, disconnect, move or tamper with any such meter, or to turn on or turn off the water at the curb cock, valve or meter; or to open or tamper with any meter box.

(Code 1980, ch. 10, § 1(C); Code 1999, § 86-5)

Secs. 86-6—86-28. Reserved.

ARTICLE III. SANITARY SEWERS

DIVISION 1. GENERALLY

Sec. 86-249. Sewer connections.

- (a) *Required.* All owners or occupants of buildings, or agents for owners, situated within 100 feet of a sanitary sewer, are hereby required to construct, or cause to be constructed, suitable water closets on their property, and to connect the water closets with the city sanitary sewer system under the direction and supervision of the city.
- (b) *Maintenance.* It shall be the duty of any owner or occupant of any building connected with the city sanitary sewer system to keep and maintain the connection to the sewer system in perfect condition and free from obstruction.
- (c) *Restrictions.* It shall be unlawful for any person to build, construct, dig, maintain or use any dry toilet, surface privy, cesspool or septic tank within the city unless otherwise provided by this Code; provided, however, that when connection to the sanitary sewer system is impossible or impractical at any time, the construction, maintenance and use of a septic tank constructed in conformity with state law and approved by the health officer may be permitted until such time as connection to the sewer system may be made.

(Code 1980, ch. 10, § 4(C); Code 1999, § 86-171)

Secs. 86-250—86-276. Reserved.

DIVISION 2. INDUSTRIAL SEWAGE

Sec. 86-277. Definitions.

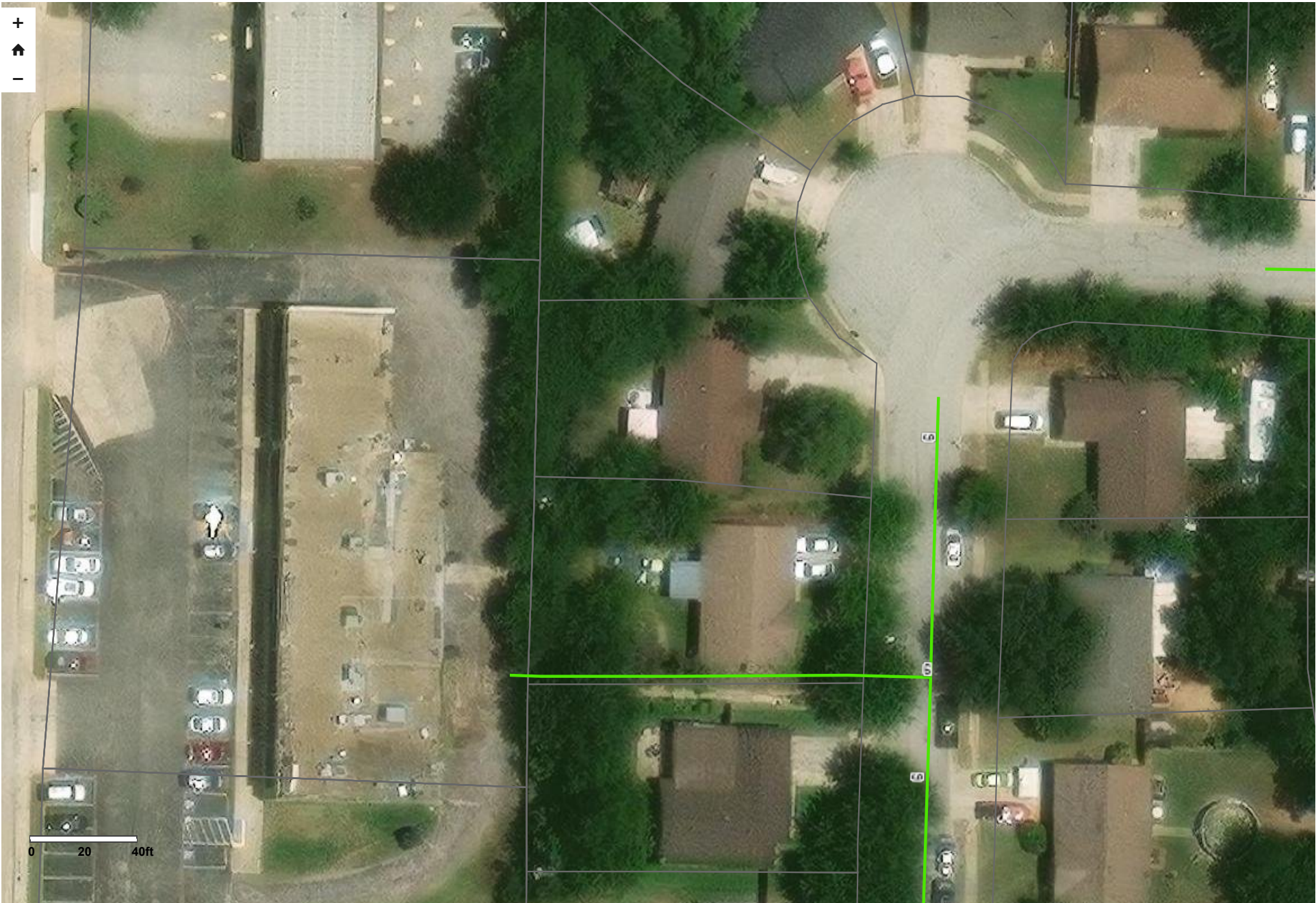
The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abnormal sewage means any industrial waste discharged into the authority sanitary sewer which, when analyzed, shows by weight a daily average total suspended solids (TSS) concentration greater than 240 milligrams per liter or a biochemical oxygen demand (BOD) concentration greater than 210 milligrams per liter. In addition, the director may judge independently a waste's suitability for discharge to the publicly owned treatment works that requires additional treatment, based upon biochemical oxygen demand, total suspended solids or other characteristics, as abnormal. Any waste in this classification must be acceptable for discharge into the publicly owned treatment works as defined in this section.

PW_WaterSewer

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CONSTRUCTION PLANS

FOR

KWIKKAR SANITARY SEWER

0.5982 ACRES

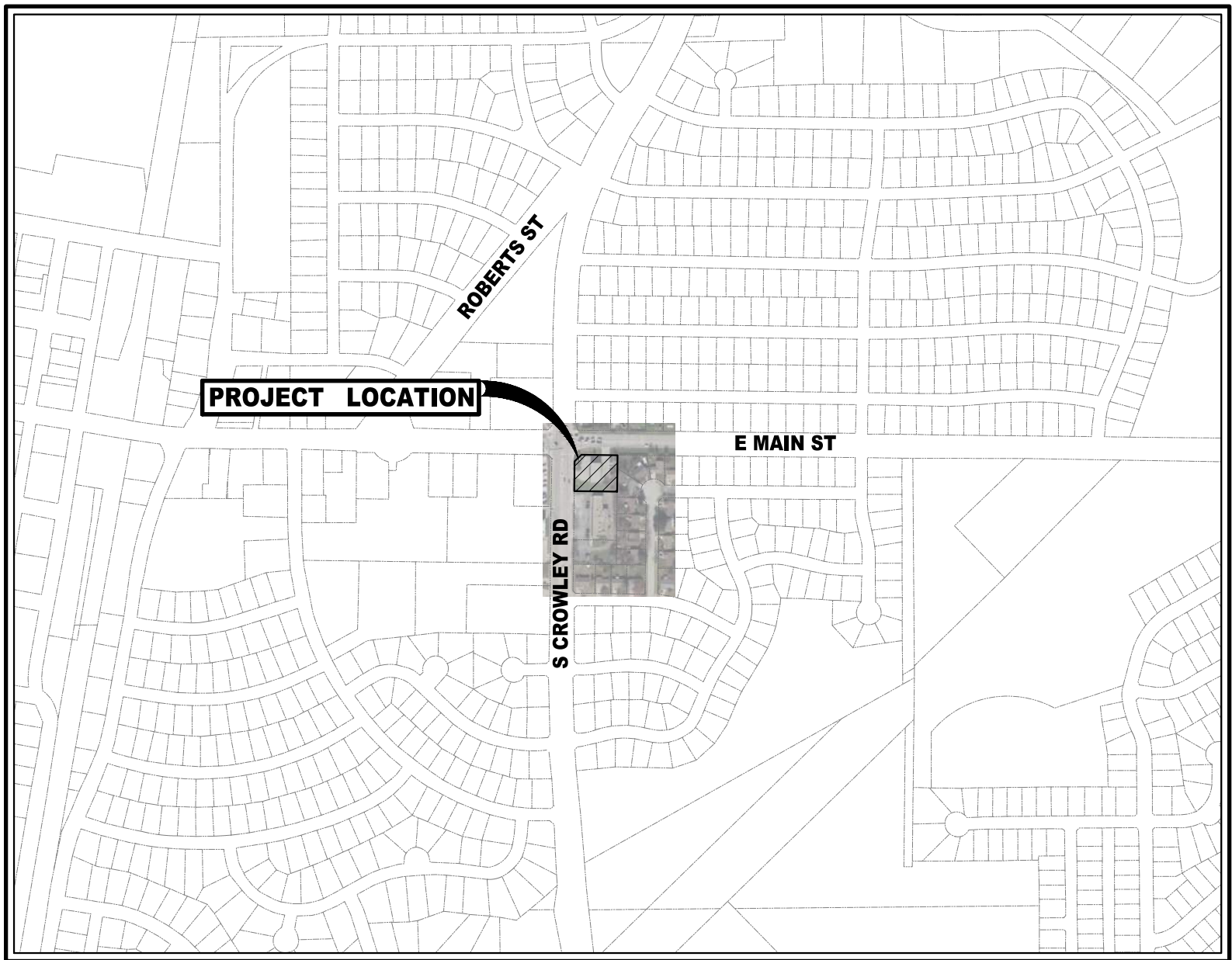
500 E MAIN ST, CROWLEY, TX 76036

TARRANT COUNTY, TEXAS

OWNER/DEVELOPER
KWIKKAR LUBE & AUTO CARE
CENTER OF CROWLEY
500 E MAIN ST
CROWLEY, TX 76036
PHONE: (214) 328-8465

ENGINEER
EVOLVING TEXAS
2570 RIVER PARK PLAZA
SUITE 100
FORT WORTH, TX 76116
PHONE: (817) 529-2700
FIRM #: F-12452

SURVEYOR
TRANSGLOBAL
PO BOX 1001
FORT WORTH, TX 76101
PHONE: (817) 529-1180



LOCATION MAP
SCALE : NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	SANITARY SEWER PLAN
5	SANITARY SEWER PLAN PROFILE
6	EROSION CONTROL PLAN
7	CONSTRUCTION DETAILS
8	CONSTRUCTION DETAILS
9	CONSTRUCTION DETAILS



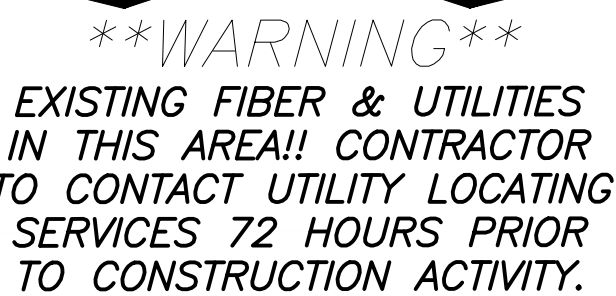
July, 2024

UTILITY GENERAL NOTES:

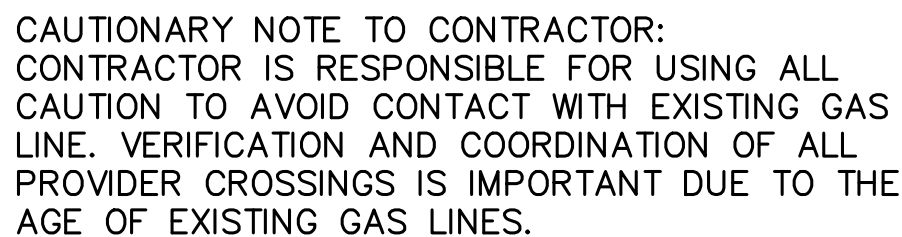
EROSION AND SEDIMENT CONTROL:

1. THE PROCEDURES AND MATERIALS USED FOR EROSION CONTROL SHALL BE APPROVED BY THE CITY OF CROWLEY.
2. THE LOCATION OF EROSION CONTROL DEVICES AND THE CONTRACTOR RESPONSIBLE FOR INSTALLATION SHALL BE AS SHOWN IN THE PLANS. ADDITIONAL EROSION CONTROL, DEVICES AND/OR ADJUSTMENTS OF LOCATIONS FOR EROSION CONTROL MAY OCCUR IF IN THE OPINION OF THE CITY INSPECTOR THE MEASURES TAKEN IN ACCORDANCE WITH THIS PLAN ARE INADEQUATE.
3. SILT FENCES SHALL BE AS STATED IN THE PLANS OR AN APPROVED EQUAL AND INSTALLED PER MANUFACTURES RECOMMENDATIONS.
4. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES ALREADY IN PLACE. CONTRACTOR SHALL REMOVE AND REPLACE EROSION CONTROL AS NEEDED FOR CONSTRUCTION OR ACCESS. ALL EROSION CONTROL MUST BE IN PLACE AT THE END OF EACH DAY.
5. ALL PERIMETER PROTECTION SHALL BE INSTALLED PRIOR TO EXTENSIVE ON SITE GRADING.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO USE WHATEVER MEANS ARE NECESSARY TO CONTROL AND LIMIT SILT AND SEDIMENT LEAVING THE SITE. SPECIFICALLY, THE CONTRACTOR SHALL PROTECT ALL PUBLIC STREETS, ALLEYS, STREAMS, STORM DRAIN SYSTEMS AND INLETS FROM EROSION DEPOSITS.
7. ALL EROSION CONTROL DEVICES TO BE INSPECTED, CLEANED AND/OR REPLACED AFTER EACH STORM.
8. USE OF ON-SITE FUEL STORAGE TANKS IS DISCOURAGED, HOWEVER, IF USED, THE PREVENTION OF HAZARDS TO THE GROUND WATER IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR UTILIZING SAID STORAGE. SEE N.C.T.C.O.G. CONSTRUCTION BMP MANUAL SECTION 4 HAZARD WASTE MANAGEMENT.
9. CONTRACTORS SHALL PARK, STORE EQUIPMENT AND MATERIALS AND SERVICE VEHICLES AT A "PARKING AND STORAGE AREA". THE LOCATION OF SAID AREA IS TO BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE AND MAY NOT BE ON EXISTING, PROPOSED OR FUTURE PARK LAND.
10. CONSTRUCTION ENTRANCES ARE TO BE INSTALLED AT ALL POINTS WHERE EQUIPMENT ENTERS OR LEAVES THE SITE. THE LOCATION OF SAME IS TO BE APPROVED BY THE OWNER OR REPRESENTATIVE.
11. AREAS WHERE FINAL GRADE HAS BE ACHIEVED MUST RECEIVE PERMANENT SEEDING WITHIN 14 DAYS AND BE IN ACCORDANCE WITH THE CITY OF CROWLEY STANDARDS AND SPECIFICATIONS.
12. EROSION CONTROLS TO REMAIN IN PLACE AND TO BE MAINTAINED UNTIL 70% GRASS HAS BEEN ESTABLISHED.
13. EROSION CONTROL MEASURES PLACED IN FRONT OF INLETS OR IN CHANNELS, DRAINAGE WAYS OR BORROW DITCHES WILL BE AT THE RISK OF THE CONTRACTOR, CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGE CAUSED BY MEASURES, INCLUDING FLOODING DAMAGE WHICH MAY OCCUR DUE TO BLOCKED DRAINAGE. AT THE CONCLUSION OF ANY PROJECT, ALL CHANNELS, DRAINAGE WAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE DREDGED OF ANY SEDIMENT GENERATED BY THE PROJECT OR DEPOSITED AS A RESULT OF EROSION CONTROL MEASURES.

KWIKKAR SANITARY SEWER



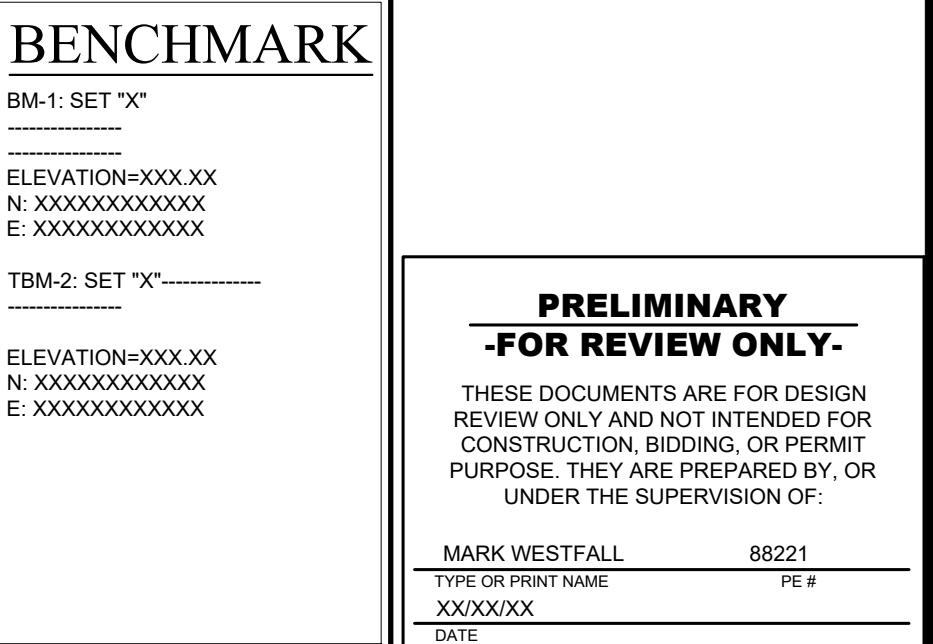
- DEMOLITION NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. THE CONTRACTOR SHALL VERIFY ALL LOCATION DIMENSIONS, VERTICAL CONTROL ELEVATIONS, AND PROPERTY LINE LOCATIONS PRIOR TO DEMOLITION OPERATIONS. ANY DISCREPANCIES BETWEEN THE CONSTRUCTION PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUING WITH DEMOLITION WORK.
 3. REMOVE ALL EXISTING PAVEMENT AND STRUCTURES WITHIN THE SHADED AREA UNLESS OTHERWISE NOTED.
 4. COORDINATED WITH LOCAL POWER, TELEPHONE, CABLE, AND GAS COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES.
 5. CONTRACTOR TO DETERMINE SOURCE OF ALL EXPOSED UTILITIES AND, IF REQUIRED, RECONNECT TO PROPOSED UTILITIES.
 6. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ALL UNSUITABLE MATERIALS FROM THE PROJECT SITE, CONTRACTOR SHALL CONTACT ALL LOCAL AUTHORITIES TO DETERMINE DISPOSAL REQUIREMENTS.



CALL 72 HOURS
BEFORE YOU DIG
1-800-344-8377 (DIG-TESS)
1-800-245-4545 (TEXAS ONE)
1-800-669-8344 (LONESTAR NOTIFICATION)
OR OTHER UTILITY LOCATING SERVICES

NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



NO.	DATE	REVISION
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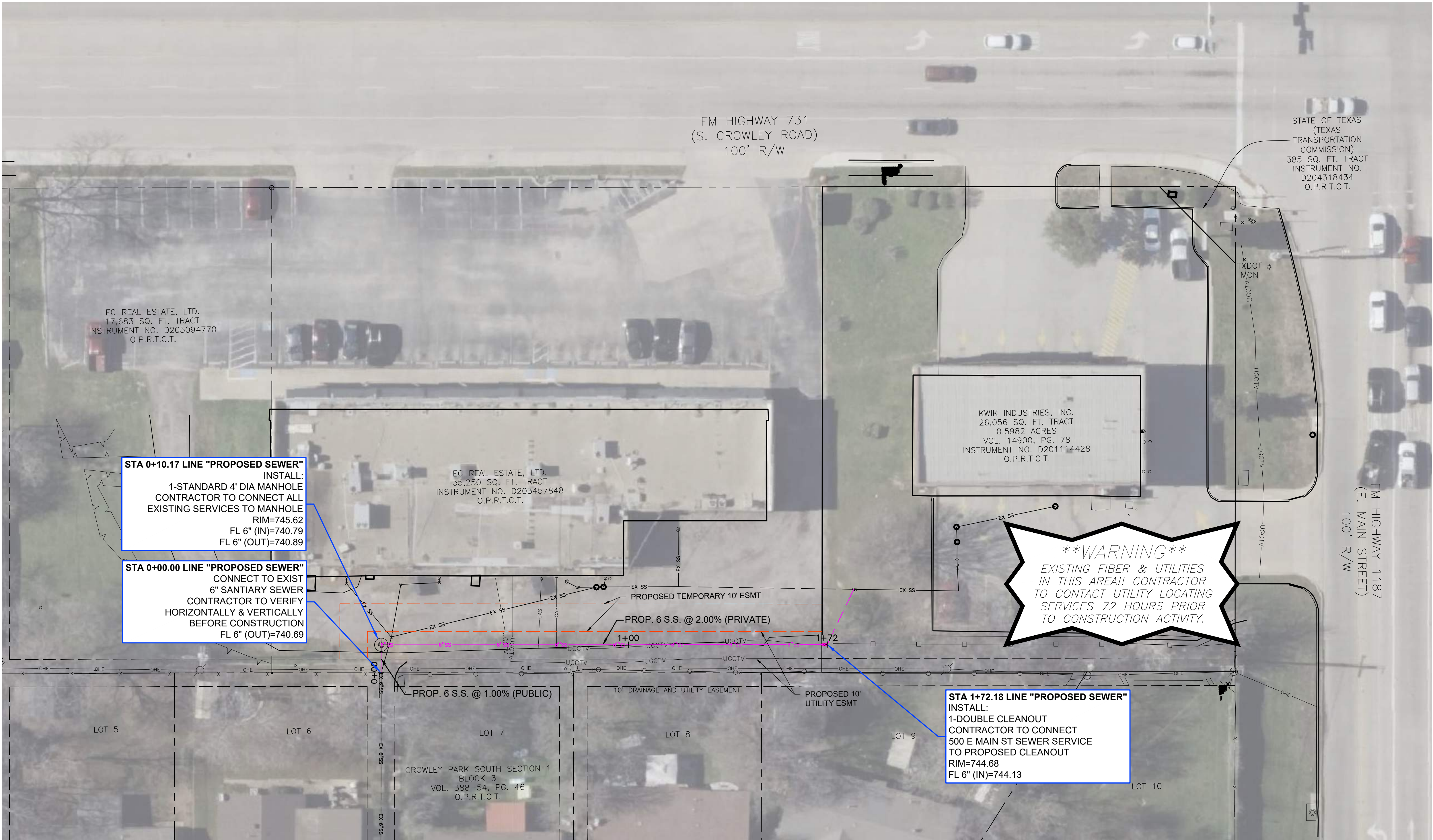
KWIKKAR SANITARY SEWER LINE
500 E MAIN ST, CROWLEY, TX 76036
CITY OF CROWLEY, TARRANT COUNTY, TEXAS

EXISTING CONDITIONS



2570 RIVER PARK PLAZA
SUITE 100
FORT WORTH, TEXAS 76116
PHONE #: (817) 529-2700
FIRM NO. 12452

DESIGNED: CSD	DATE	PROJECT #	SHEET
DRAWN: CSD	July 2024	2024165	3
REVIEWER: MW			



NOTES

- 1) REFER TO SHEET 2 GENERAL NOTES FOR CITY STANDARD GENERAL NOTES, UTILITY NOTES AND CONSTRUCTION DESIGN NOTES.
- 2) THE CITY OF CROWLEY DESIGN AND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- 3) CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 4) ALL T.C.E.Q. PIPE REQUIREMENTS MUST BE MET.
- 5) ALL WYE CONNECTIONS AND BENDS SHALL BE MANUFACTURED FITTINGS.
- 6) SANITARY SEWER CONSTRUCTION WILL INCLUDE FURNISHING AND INSTALLING THE MATERIALS AND ALL SAN. SEWER PIPES, MANHOLES, CLEANOUTS, APPURTENANCE, INCLUDING EXCAVATION, EMBEDMENT AND BACKFILL, AS SHOWN ON THESE PLANS.



CAUTIONARY NOTE TO CONTRACTOR:
CONTRACTOR IS RESPONSIBLE FOR USING ALL CAUTION TO AVOID CONTACT WITH EXISTING GAS LINE. VERIFICATION AND COORDINATION OF ALL PROVIDER CROSSINGS IS IMPORTANT DUE TO THE AGE OF EXISTING GAS LINES.

CALL 72 HOURS
BEFORE YOU DIG
1-800-344-8377 (DIG-TESS)
1-800-245-4545 (TEXAS ONE)
1-800-669-8344 (LONESTAR NOTIFICATION)
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UTILITY LEGEND	
	FLOODWAY LIMITS
	500 YR FLOODPLAIN LIMIT
	PROPERTY LINE
	EASEMENT LINE
	100 YR FLOODPLAIN LIMIT
	EXISTING WATER LINE
	EXISTING SAN. SEWER LINE
	EXISTING GAS LINE
	EXISTING OVERHEAD ELECTRIC
	PROPOSED SAN. SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM SEWER LINE
	PROPOSED UNDERGROUND PHONE/DATA LINE
	PROPOSED UNDERGROUND ELECTRICAL POWER
	EXIST. LIGHT POLE (S)
	EXIST. LIGHT POLE (D)
	EXIST. TRANS. PAD
	EXIST. FIRE HYDRANT
	EXIST. FIRE CONN.
	EXIST. WATER METER AND VAULT
	EXIST. WATER METER
	EXIST. WATER VALVE
	EXIST. SEWER DOUBLE CLEANOUT
	EXISTING SEWER SINGLE CLEANOUT
	EXISTING SEWER MANHOLE
	EXISTING SIGN
	EXISTING GRATE INLET
	EXISTING JUNCTION BOX
	EXISTING CURB INLET
	PROP. LIGHT POLE (S)
	PROP. LIGHT POLE (D)
	PROP. TRANS. PAD
	PROP. FIRE HYDRANT
	PROP. FIRE CONN.
	PROP. WATER METER AND VAULT
	PROP. WATER METER
	PROP. WATER VALVE
	PROP. SEWER DOUBLE CLEANOUT
	PROP. SEWER SINGLE CLEANOUT
	PROP. SEWER MANHOLE
	PROP. SIGN
	PROP. GRATE INLET
	PROP. JUNCTION BOX
	PROP. CURB INLET

BENCHMARK

BM-1: SET "X"
ELEVATION=XXX.XX
N: XXXXXXXXXXXXX
E: XXXXXXXXXXXXX

TBM-2: SET "X"
ELEVATION=XXX.XX
N: XXXXXXXXXXXXX
E: XXXXXXXXXXXXX

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

MARK WESTFALL 88221
TYPE OR PRINT NAME PE #
XXXXXXX
DATE

NO.	DATE	REVISION
-	-	-
-	-	-
-	-	-
-	-	-

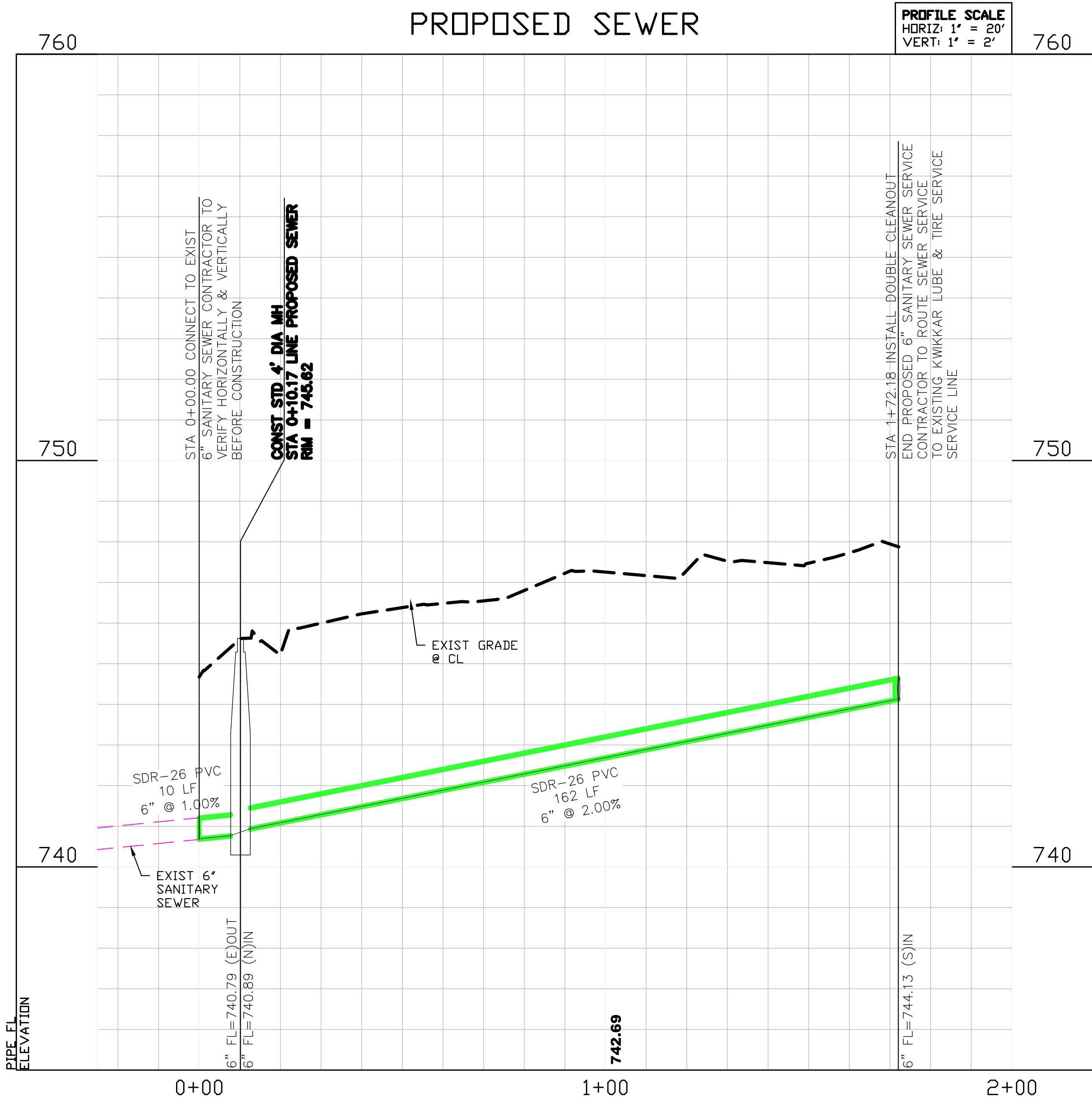
KWIKKAR SANITARY SEWER LINE
500 E MAIN ST, CROWLEY, TX 76036
CITY OF CROWLEY, TARRANT COUNTY, TEXAS

SANITARY SEWER PLAN

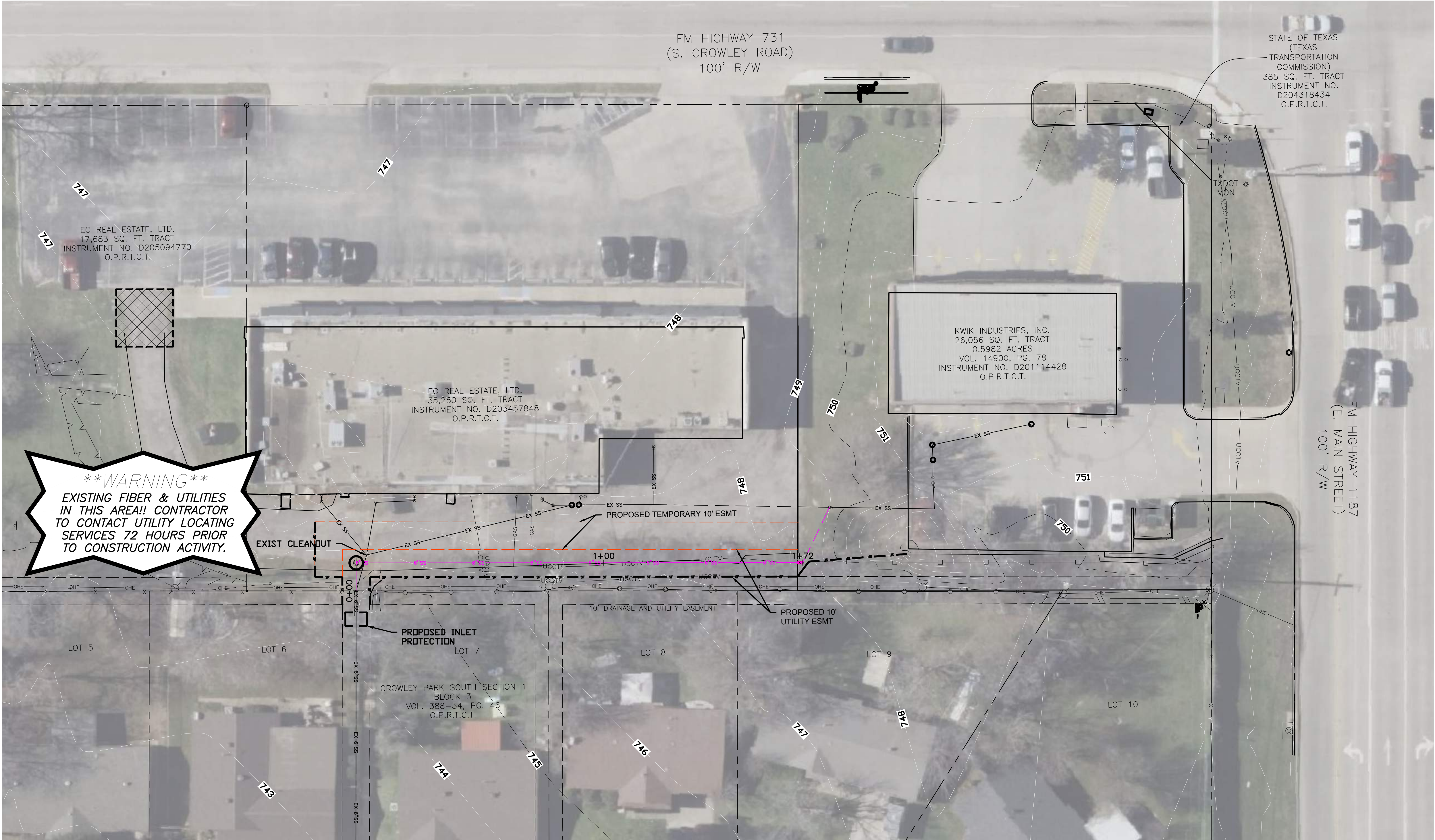


2570 RIVER PARK PLAZA
SUITE 100
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PHONE #: (817) 529-2700
FIRM NO. 12452

DESIGNED: CSD	DATE	PROJECT #	SHEET
DRAWN: CSD	July 2024	2024165	4
REVIEWER: MW			



Xref: ..\\VREFs (Base File)\\2024165 Top Base.dwg
..\\VREFs (Base File)\\24-165-K-SEAL.dwg
..\\VREFs (Base File)\\2024165 Site Base.dwg
Base File: ..\\VREFs (Base File)\\2024165 Site Base.dwg
Drawing: ..\\VREFs (Base File)\\2024165 Site Base.dwg
User: ..\\VREFs (Base File)\\2024165 Site Base.dwg
Date: 7/3/2024 12:41 PM



LEGEND

- PROPERTY LINE
- - - EASEMENT LINE
- 100YR FP --- 100 YR FLOODPLAIN LIMIT
- 133 --- EX. CONTOUR
- (133) --- PR. CONTOUR
- - - PROPOSED SILT FENCE
- - - PROPOSED CONSTRUCTION LIMITS
- - - PROPOSED TREE
- - - PROPOSED ROCK
- - - PROPOSED CHECK DAM
- [] INLET PROTECTION
- [X] PROPOSED STABILIZED CONSTRUCTION ENTRANCE
- [X] PROPOSED TEMPORARY ROCK RIPRAP
- [X] PROPOSED VEGETATIVE FILTER STRIP
- [X] PROPOSED SOIL RETENTION BLANKET

- NOTES**
1. THE EROSION CONTROL PLAN MEASURES MAY ONLY BE PLACED IN FRONT OF INLETS, OR IN CHANNELS, DRAINAGE WAYS OR BORROW DITCHES AT THE RISK OF CONTRACTORS. CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGES CAUSED BY THE MEASURES, INCLUDING FLOODING DAMAGE, WHICH MAY OCCUR DUE TO BLOCKED DRAINAGE.
 2. AT THE CONCLUSION OF ANY PROJECT, ALL CHANNELS, DRAINAGE WAYS, AND BORROW DITCHES IN THE WORK ZONE SHALL BE DREDGED OF ANY SEDIMENT GENERATED BY THE PROJECT AND DEPOSITED AS A RESULT OF EROSION CONTROL MEASURE.
 3. ALL EROSION CONTROL MEASURES SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE CITY OF CROWLEY STANDARD CONSTRUCTION DETAILS. SEE STORM WATER POLLUTION PREVENTION PLAN PREPARED SPECIFICALLY FOR THIS PROJECT FOR ADDITIONAL DETAIL REGARDING EROSION CONTROL AND MONITORING.

BENCHMARK

BM-1: SET "X"

ELEVATION=XXXX.XX
N: XXXXXXXXXXXX
E: XXXXXXXXXXXX

TBM-2: SET "X"

ELEVATION=XXXX.XX
N: XXXXXXXXXXXX
E: XXXXXXXXXXXX

**PRELIMINARY
-FOR REVIEW ONLY-**

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

MARK WESTFALL 88221
TYPE OR PRINT NAME PE #
XXXXXX
DATE

NO.	DATE	REVISION
#	#	#
#	#	#
#	#	#

KWIKAR SANITARY SEWER LINE
500 E MAIN ST, CROWLEY, TX 76036
CITY OF CROWLEY, TARRANT COUNTY, TEXAS

EROSION CONTROL PLAN

Civil Engineering + Planning

2570 RIVER PARK PLAZA
SUITE 100
FORT WORTH, TEXAS 76116
PHONE #: (817) 529-2700
FIRM NO. 12452

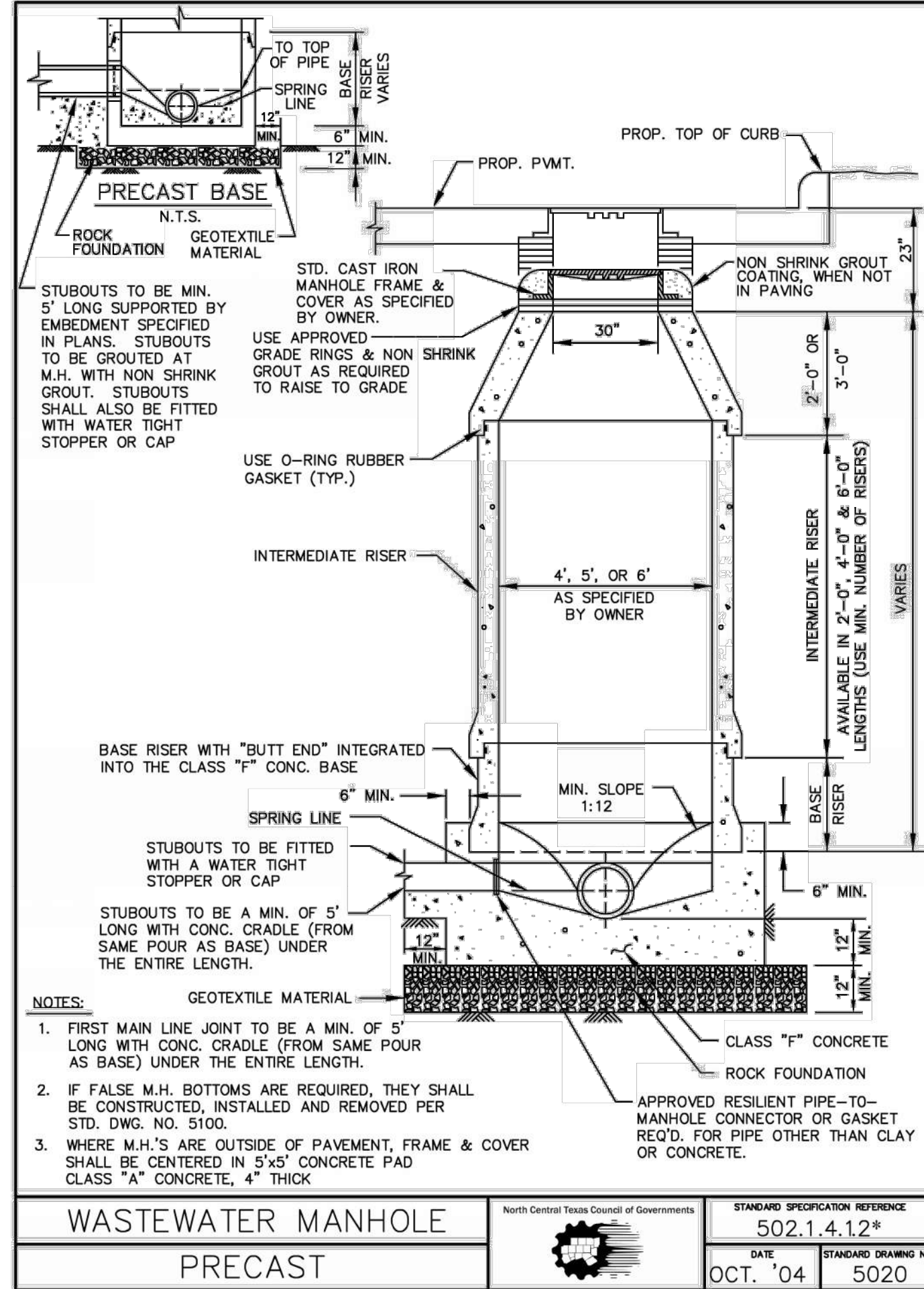
DESIGNED: CSD	DATE	PROJECT #	SHEET
DRAWN: CSD	July 2024	2024165	6
REVIEWER: MW			



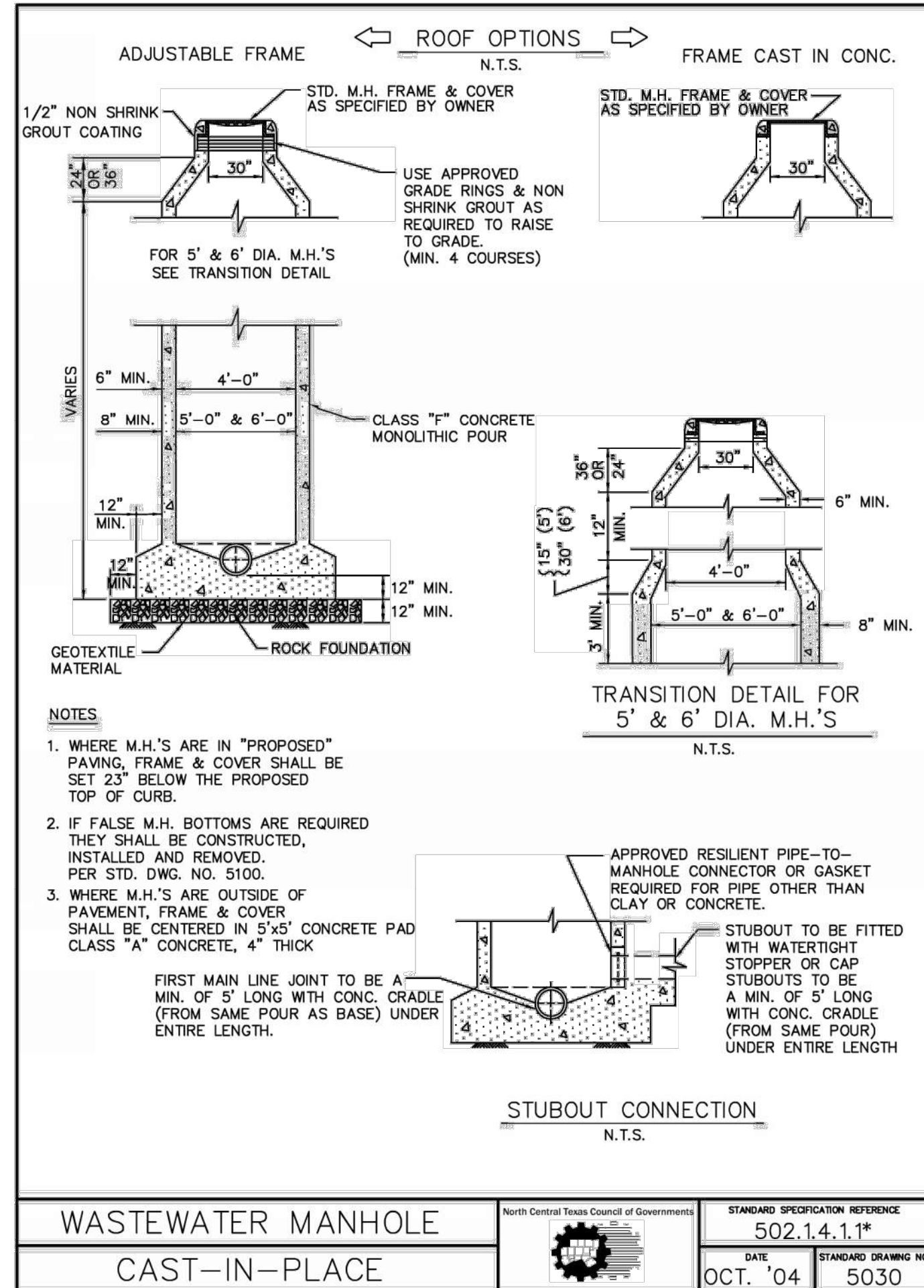
CAUTIONARY NOTE TO CONTRACTOR:
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CALL 72 HOURS
BEFORE YOU DIG
1-800-344-8377 (DIG-TESS)
1-800-245-4545 (TEXAS ONE)
1-800-669-8344 (LONESTAR NOTIFICATION)
OR OTHER UTILITY LOCATING SERVICES

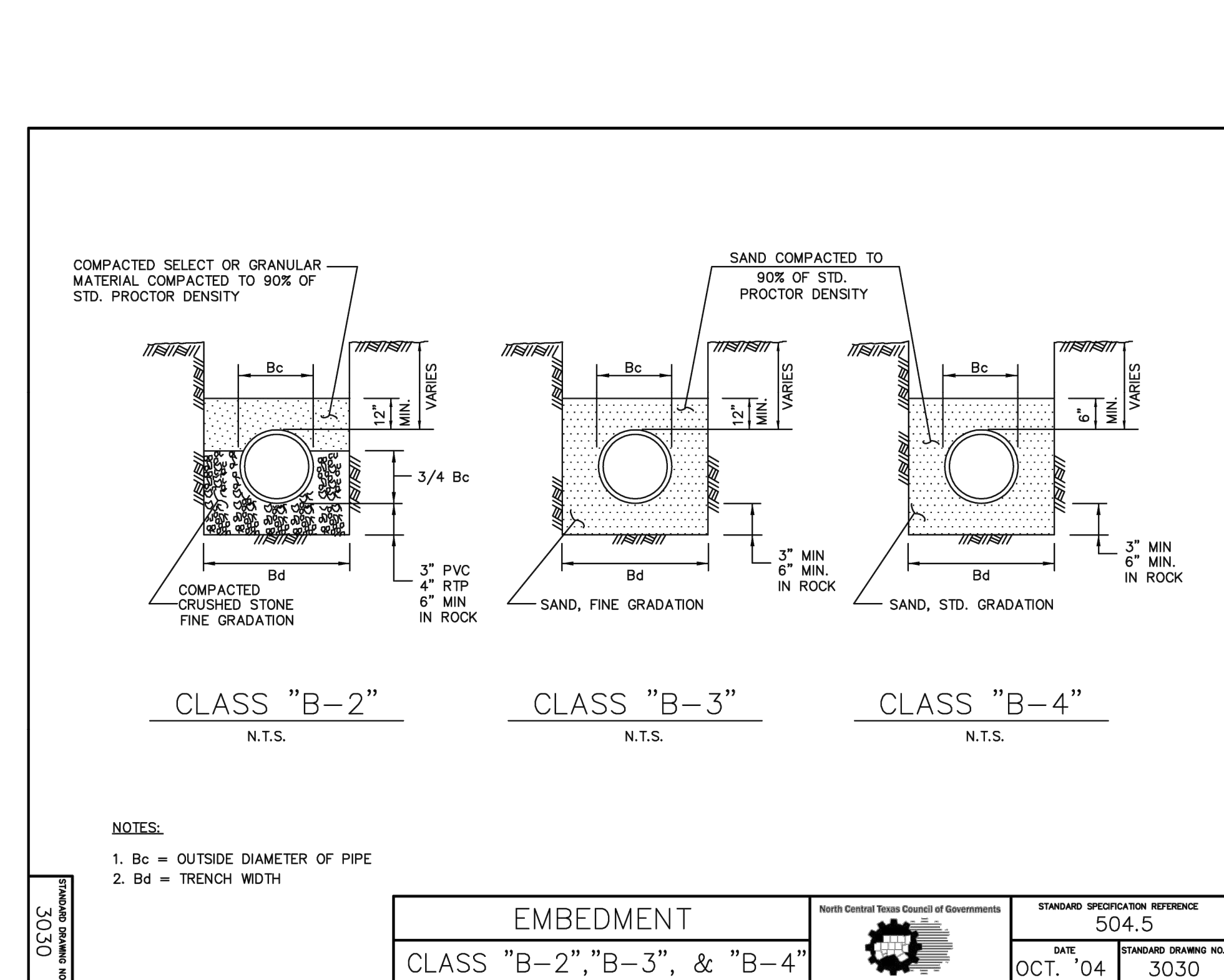
NOTICE TO CONTRACTOR:
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Xrefs: ..\XREFs (Base Files)\24-165-X-SEAL.dwg
Last Modified: Jul. 03, 24 - 12:27
Drawing: Z:\Public\Projects\2024\2024165 - Kwik
24-165-C-DETAILS 7/3/2024 12:41



Xrefs: ..\XREFs (Base Files)\24-165-X-SEAL.dwg
Last Modified: Jul. 03, 24 - 12:27
Drawing: Z:\Public\Projects\2024\2024165 - Kwik
24-165-C-DETAILS 7/3/2024 12:41

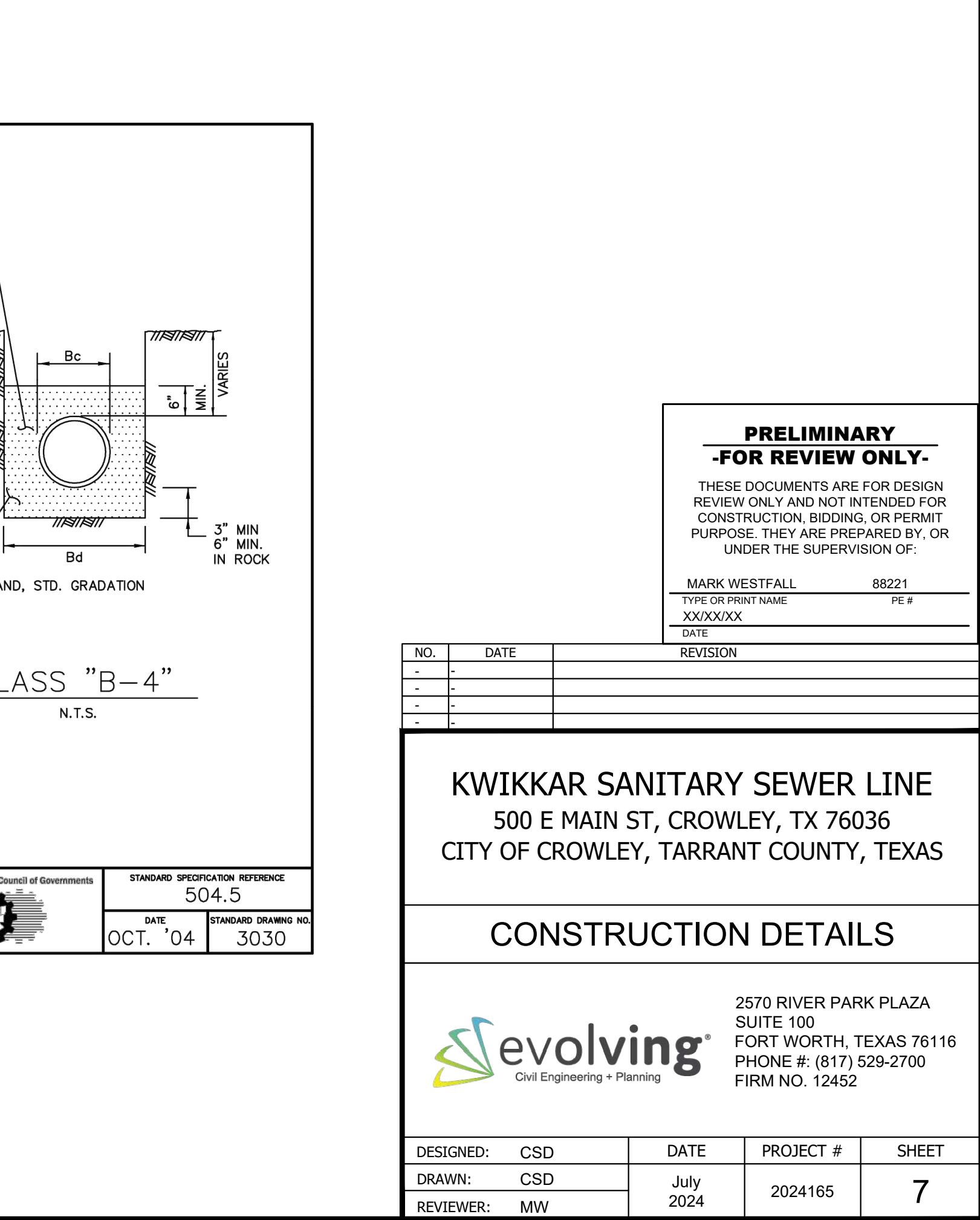


3030

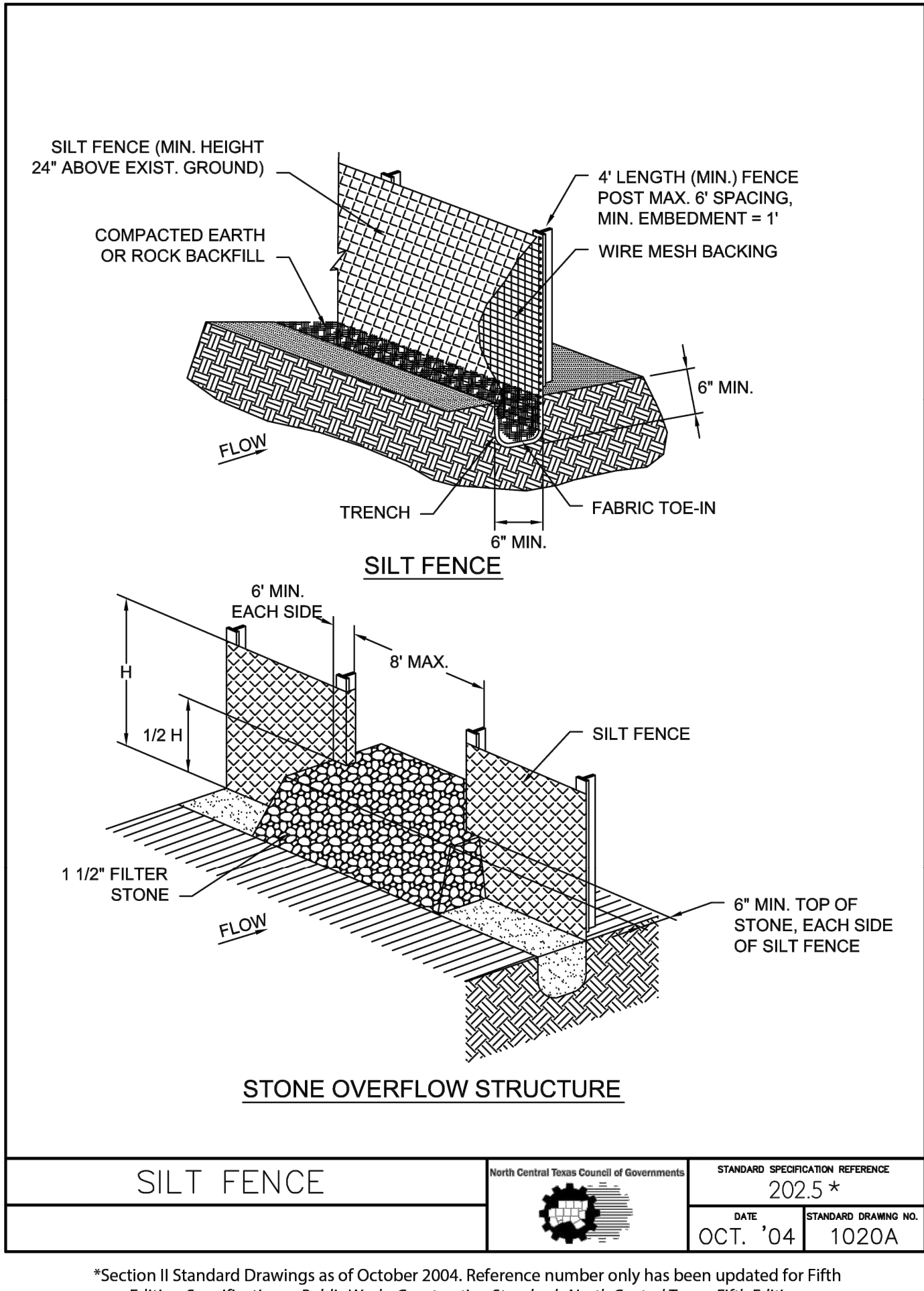
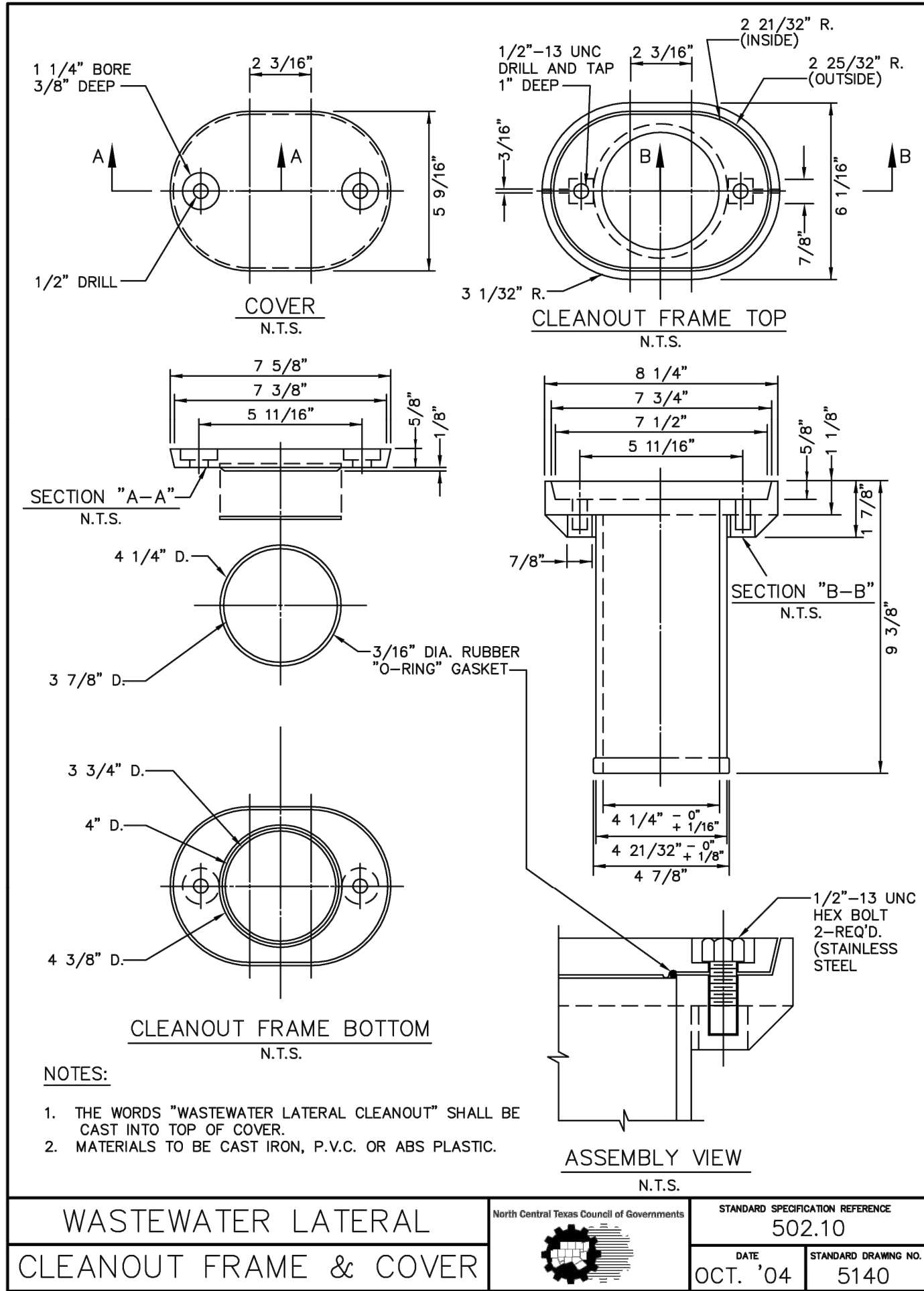
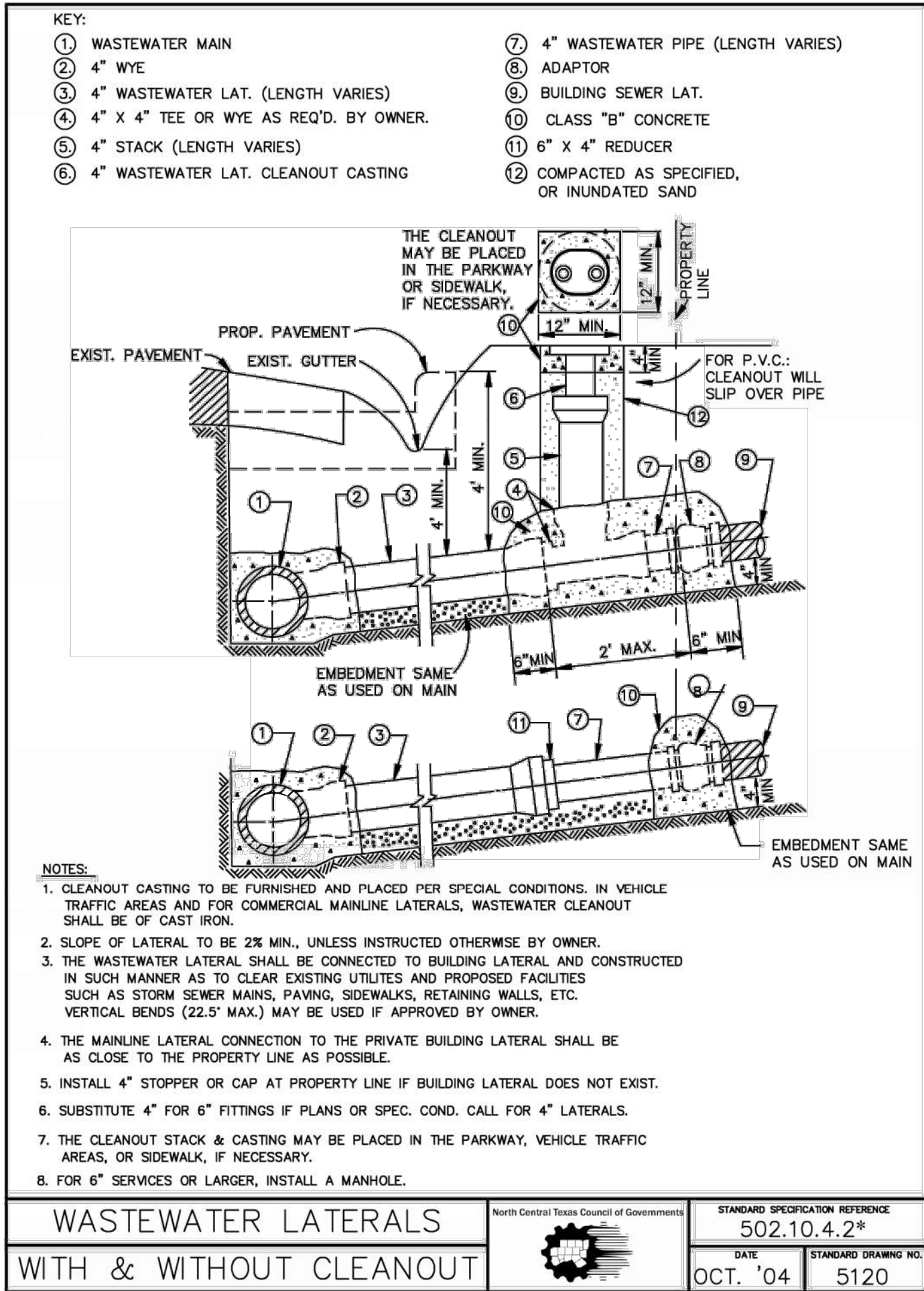
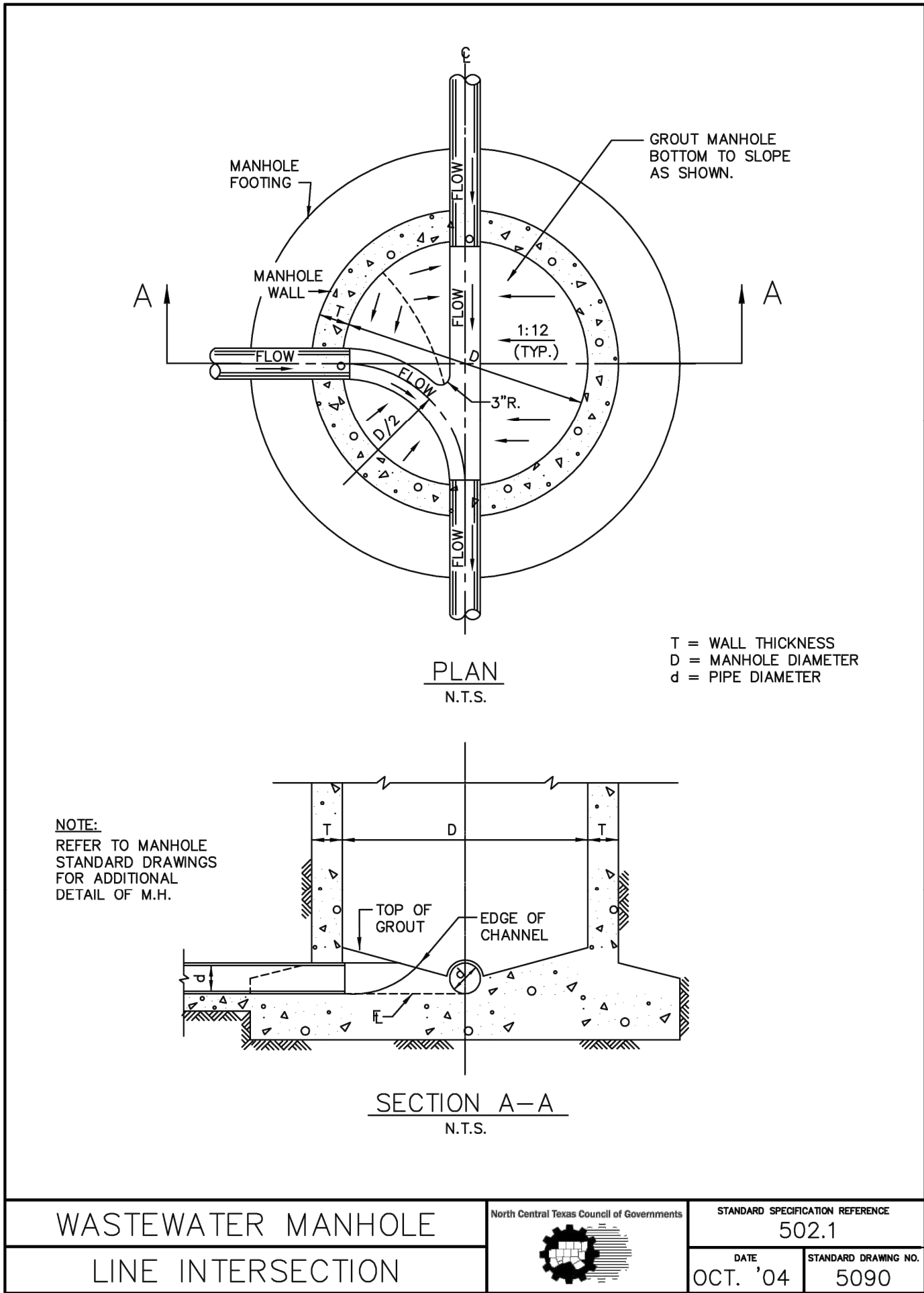
EMBEDMENT
"B-2", "B-3", & "B-4"

North Central Texas Council of Governments	STANDARD SPECIFICATION
	50
	DATE
	OCT. '04

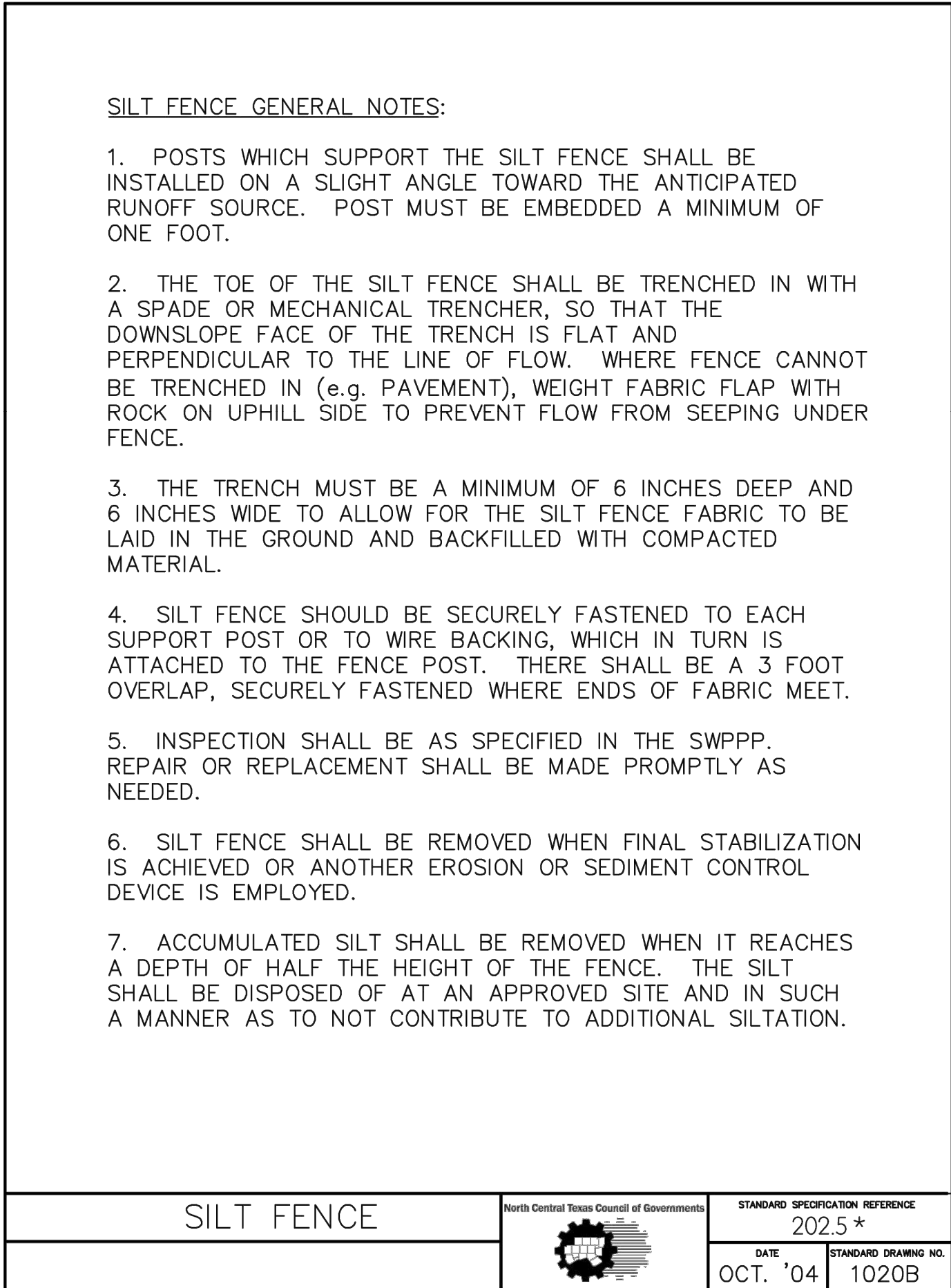
North Central Texas Council of Governments 	STANDARD SPECIFICATION REFERENCE 504.5	
	DATE OCT. '04	STANDARD DRAWING NO. 3030



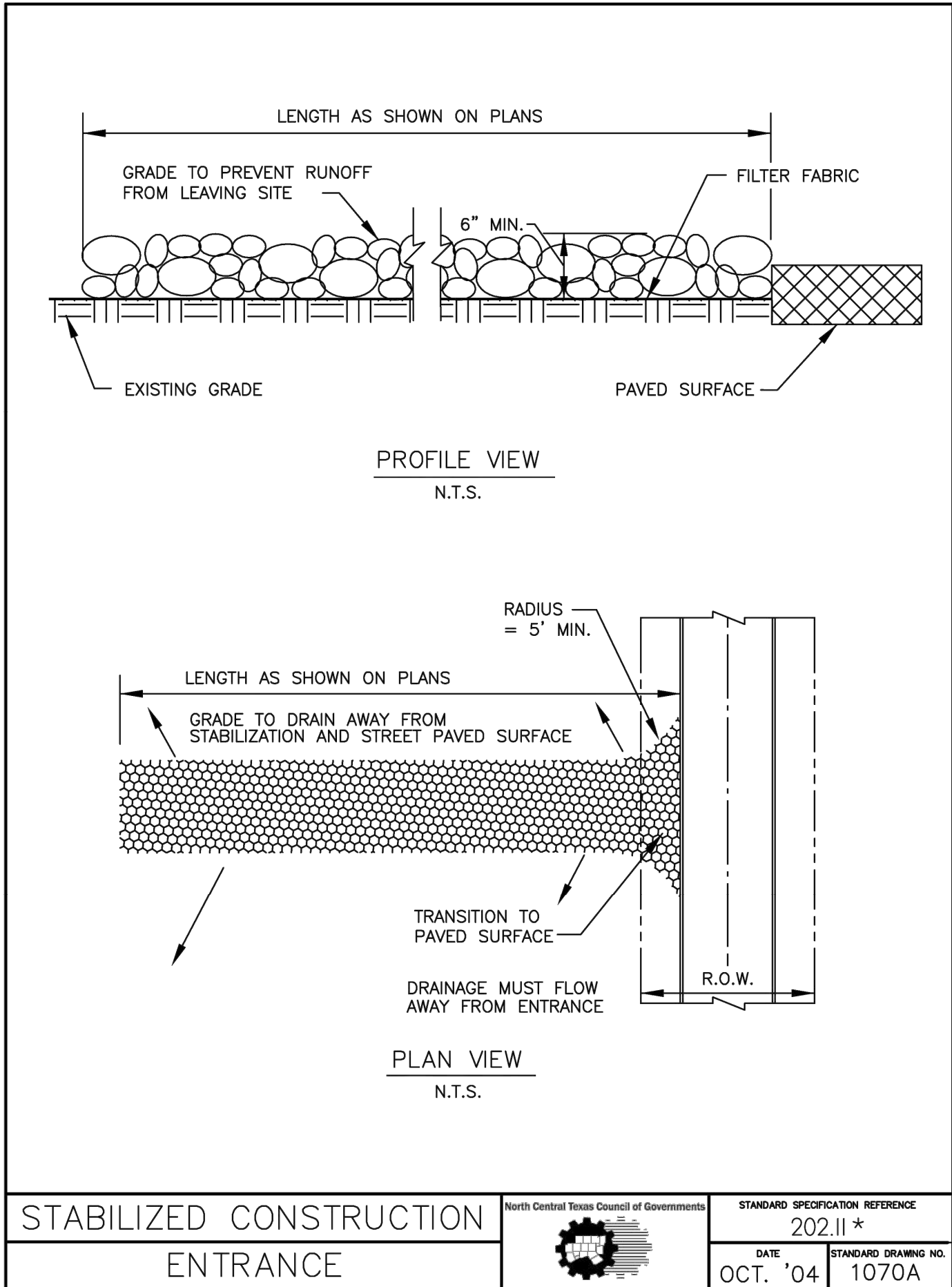
DESIGNED: CSD	DATE	PROJECT #	SHEET
DRAWN: CSD	July	2024165	7
REVIEWER: MW	2024		



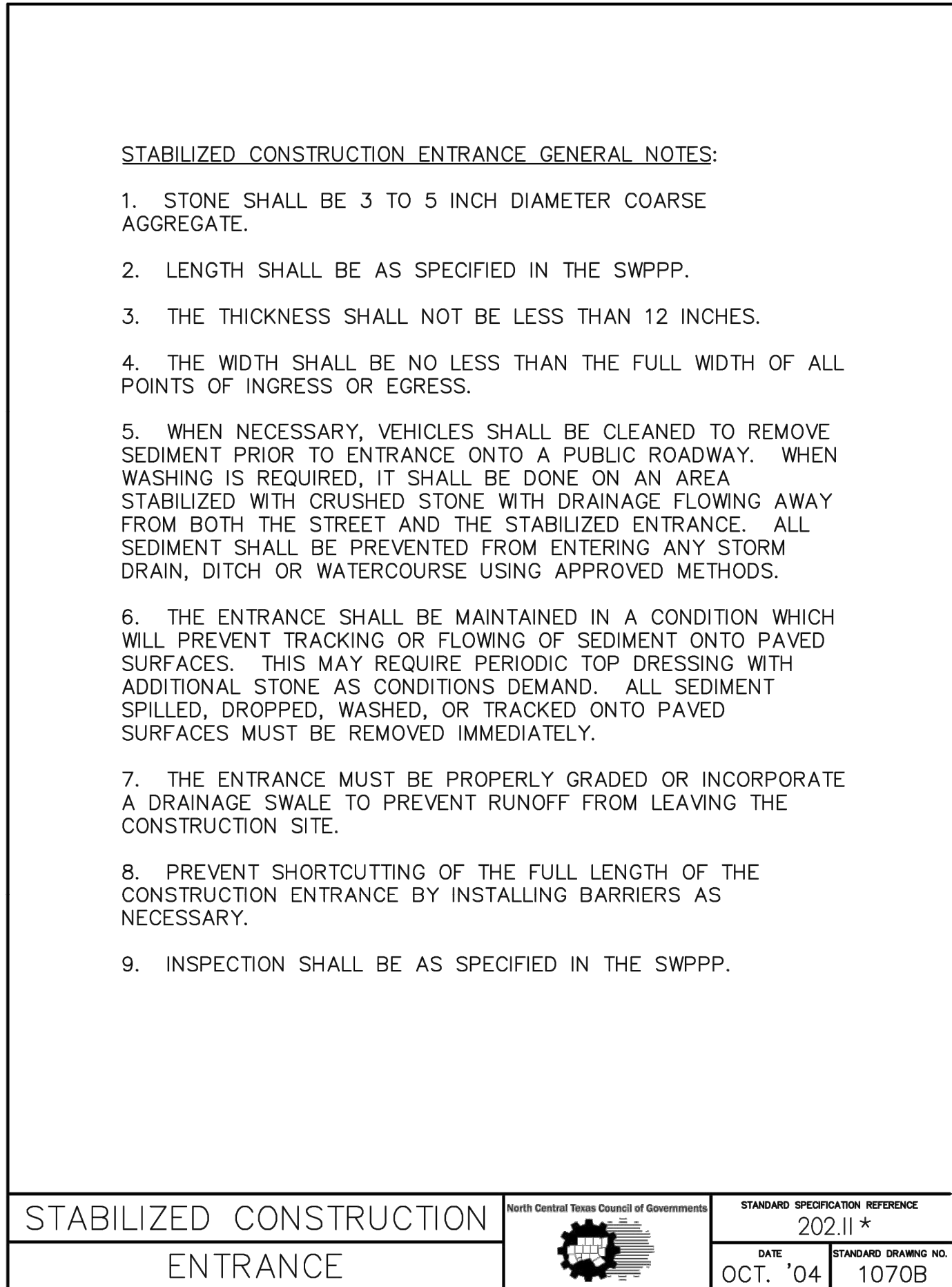
*Section II Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. *Public Works Construction Standards North Central Texas, Fifth Edition.*



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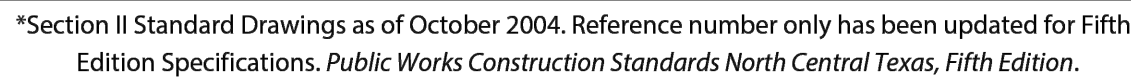
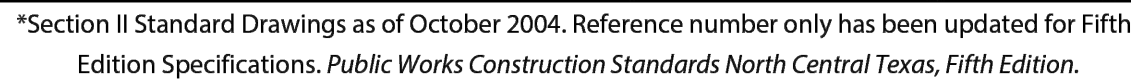
MARK WESTFALL 88221
TYPE OR PRINT NAME PE #
XXXXXXX
DATE

NO.	DATE	REVISION
-	-	-
-	-	-
-	-	-
-	-	-

KWIKKAR SANITARY SEWER LINE 500 E MAIN ST, CROWLEY, TX 76036 CITY OF CROWLEY, TARRANT COUNTY, TEXAS			
CONSTRUCTION DETAILS			
DESIGNED: CSD		DATE	PROJECT #
DRAWN: CSD		July 2024	2024165
REVIEWER: MW			8

evolving
Civil Engineering + Planning

2570 RIVER PARK PLAZA
SUITE 100
FORT WORTH, TEXAS 76116
PHONE #: (817) 529-2700
FIRM NO. 12452



DESIGNED: CSD	DATE	PROJECT #	SHEET
DRAWN: CSD	July	2024165	9
REVIEWER: MW	2024		

AGREEMENT FOR TEMPORARY SEWER CONNECTION

May 17, 2024

This agreement is between:

Kwik Kar of Crowley
500 E Main St Crowley
TX

and

EC Real Estate, Ltd c/o
Mr. James Hogg
3825 Camp Bowie Boulevard
Fort Worth, TX 76107

PROPERTY: Located at 105 S. Crowley Road, in the City of Crowley 76036, Tarrant County, Texas, and being part of that certain shopping center known as Crowley Shopping Center (hereinafter referred to as the "Shopping Center"), more particularly described in the legal description attached hereto as Exhibit A

PURPOSE: To allow Kwik Kar of Crowley temporary access to the EC Real Estate, Ltd sewer line that will serve as a sewer line for the Kwik Kar property located directly north of the property described in the previous paragraph. See Attached Photo.

Term: For a Period of 4 months from the execution of this agreement.

Conditions:

1. Kwik Kar of Crowley shall engage the services of Romance Plumbing to install and make necessary connections for the temporary sewer line granted they are available to do the work.
2. Kwik Kar of Crowley shall pay all (100%) of the expenses for the installation and connection of the temporary sewer line directly to Romance Plumbing.
3. Upon expiration of this agreement or at such time the permanent line for Kwik Kar of Crowley is completed, whichever comes earlier, Kwik Kar shall engage Romance Plumbing to make the necessary disconnect and cover the excavated areas at their expense (100%) and pay Romance Plumbing directly.
4. Upon final installation of the Kwik Kar permanent sewer line and the disconnect of the temporary sewer line, Kwik Kar will pay the cost necessary to restore the back parking lot of the property to a condition similar to that which existed prior to the installation of their temporary and permanent sewer

line, using the same material as before the excavation (a base and re-cycled asphalt) within 10 days of receipt of bid to complete the restoration.

5. Failure to meet conditions 1 through 4 at any time during the 4-month term will result in immediate disconnection of the temporary sewer line.

Executed this day of May, 2024 by:

James E. Hogg on behalf of Printed Name
EC Real Estate, Ltd

James Hogg

Digitally signed by James Hogg
DN: cn=James Hogg, o=Haydn Cutler
Company, ou=Property Manager,
email=jhogg@haydncutler.com, c=US
Date: 2024.05.20 14:02:00 -05'00'

Dana Dickerson on Behalf of Printed Name
RAE Texas Group LLC DBA Kwik Kar Crowley

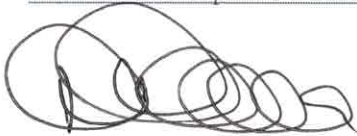
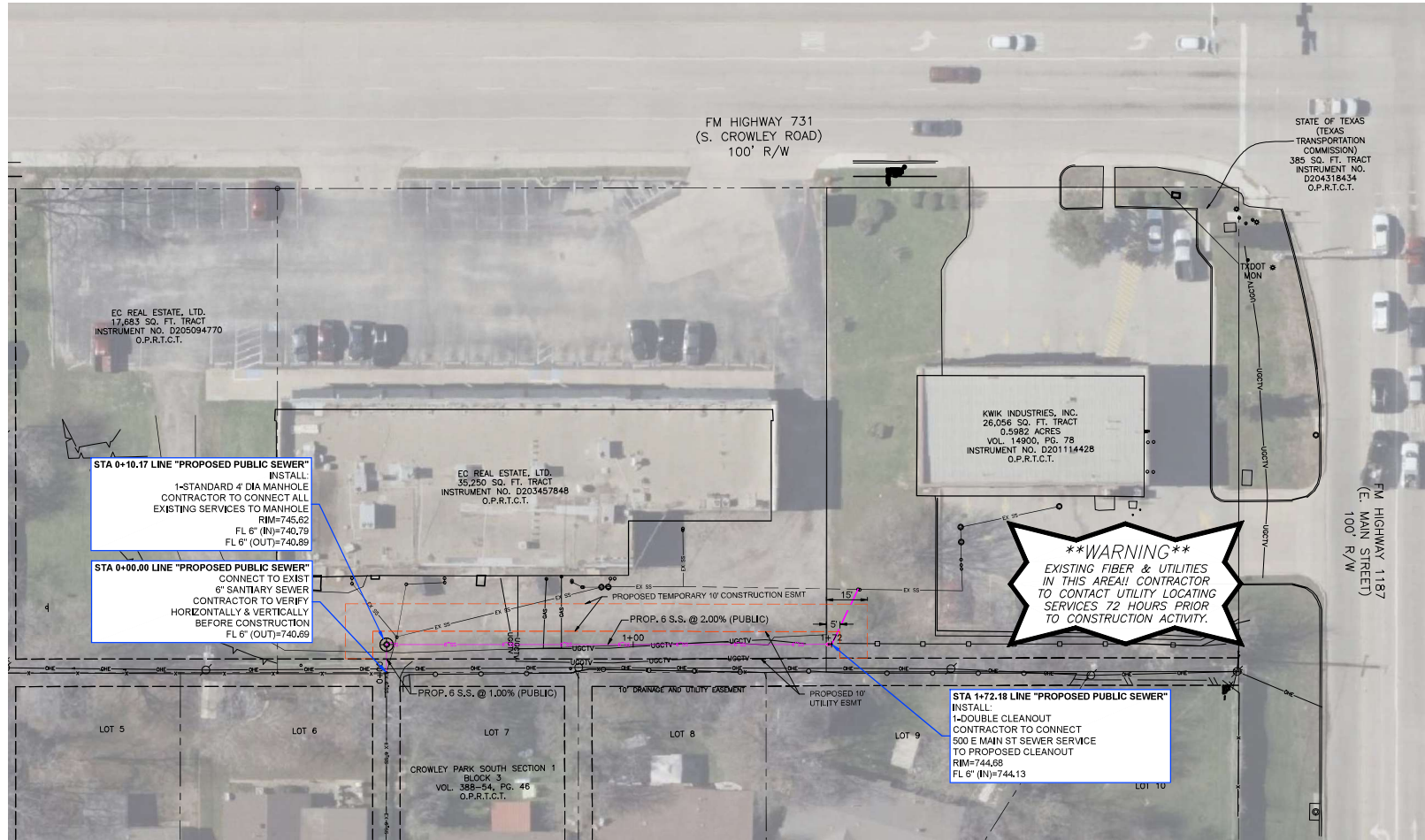
A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

Being a part of Lot A, Block 3, Crowley Park South, Section 1, an addition to the City of Crowley as recorded in Volume 388-54, Page 46, Deed Records, Tarrant County, Texas





NOTES

- 1) REFER TO SHEET 2 GENERAL NOTES FOR CITY STANDARD GENERAL NOTES, UTILITY NOTES AND CONSTRUCTION DESIGN NOTES.
- 2) THE CITY OF CROWLEY DESIGN AND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- 3) CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 4) ALL T.C.E.O. PIPE REQUIREMENTS MUST BE MET.
- 5) ALL WYE CONNECTIONS AND BENDS SHALL BE MANUFACTURED FITTINGS.
- 6) SANITARY SEWER CONSTRUCTION WILL INCLUDE FURNISHING AND INSTALLING THE MATERIALS AND ALL SAN, SEWER PIPES, MANHOLES, CLEANOUTS, APPURTENANCE, INCLUDING EXCAVATION, EMBEDMENT AND BACKFILL, AS SHOWN ON THESE PLANS.



CAUTIONARY NOTE TO CONTRACTOR:
CONTRACTOR IS RESPONSIBLE FOR USING ALL CAUTION TO AVOID CONTACT WITH EXISTING GAS LINE. VERIFICATION AND COORDINATION OF ALL PROVIDER CROSSINGS IS IMPORTANT DUE TO THE AGE OF EXISTING GAS LINES.

CALL 72 HOURS
BEFORE YOU DIG
1-800-344-8377 (DIG-TEX3)
1-800-245-4545 (TEXAS DINE)
1-800-669-8344 (LONE STAR NOTIFICATION)
OR OTHER UTILITY LOCATING SERVICES

NOTICE TO CONTRACTOR:
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UTILITY LEGEND

	FLOODWAY LIMITS
	500 YR FLOODPLAIN LIMIT
	PROPERTY LINE
	EASEMENT LINE
	100 YR FLOODPLAIN LIMIT
	EXISTING WATER LINE
	EXISTING SAN, SEWER LINE
	EXISTING GAS LINE
	EXISTING OVERHEAD ELECTRIC
	PROPOSED SAN, SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM SEWER LINE
	PROPOSED UNDERGROUND PHONE/DATA LINE
	PROPOSED UNDERGROUND ELECTRICAL POWER

EXIST. LIGHT POLE (S)	PROF. LIGHT POLE (S)
EXIST. LIGHT POLE (D)	PROF. LIGHT POLE (D)
EXIST. TRANS. PAD	PROF. TRANS. PAD
EXIST. FIRE HYDRANT	PROF. FIRE HYDRANT
EXIST. FIRE CONN.	PROF. FIRE CONN.
EXIST. WATER METER AND VAULT	PROF. WATER METER AND VAULT
EXIST. WATER METER	PROF. WATER METER
EXIST. WATER VALVE	PROF. WATER VALVE
EXIST. SEWER DOUBLE CLEANOUT	PROF. SEWER DOUBLE CLEANOUT
EXISTING SEWER SINGLE CLEANOUT	PROF. SEWER SINGLE CLEANOUT
EXISTING SEWER MANHOLE	PROF. SEWER MANHOLE
EXISTING SIGN	PROF. SIGN
EXISTING GRATE INLET	PROF. GRATE INLET
EXISTING JUNCTION BOX	PROF. JUNCTION BOX
EXISTING CURB INLET	PROF. CURB INLET

BENCHMARK
BM#1: BET "X"
ELEVATION=XXXX.XX
N: XXXXXXXXXX
E: XXXXXXXXXX
BM#2: SET "X"
ELEVATION=XXXX.XX
N: XXXXXXXXXX
E: XXXXXXXXXX

REVIEWED
City of Crowley
Released for Construction
Date: 7/25/24
Stanley Clouds
City Engineer

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
MARK E. WESTALL
88221
7/10/2024

THIS IS THE ELECTRONIC SIGNATURE
AUTHORIZED BY THE STATE OF TEXAS
DATE: 7/25/24

NO.	DATE	REVISION
1		
2		
3		

KWIKKAR SANITARY SEWER LINE
500 E MAIN ST, CROWLEY, TX 76036
CITY OF CROWLEY, TARRANT COUNTY, TEXAS

SANITARY SEWER PLAN

evolving
2570 RIVER PARK PLAZA
SUITE 100
FORT WORTH, TEXAS 76116
PHONE #: (817) 529-2700
FIRM NO. 12452

DESIGNED: CSD	DATE	PROJECT #	SHEET
DRAWN: CSD	July 2024	2024165	4
REVIEWER: MMV			



Notice of Violation

October 7, 2025

Kwik Kar Lube
RAE Texas Group LLC
500 E Main St
Crowley, TX 76036-2818

Location of Violation: 500 E Main St, Crowley, TX 76036

Date of Violation: September 25, 2025

An inspection of the property was conducted on September 25, 2025, and the premises was found to be in violation of the following plumbing codes and city ordinances:

Plumbing Code Violation (2021 IPC Section 701.2)- Connection to sewer required. Sanitary drainage piping from plumbing fixtures in buildings and sanitary drainage piping systems shall be connected to a public sewer.

Plumbing Code Violation (2021 IPC Section 701.3)- Separate sewer connection. A building having plumbing fixtures installed and intended for human habitation, occupancy or use on the premises abutting on a street, alley, or easement in which there is a public sewer shall have a separate connection with the sewer.

City Ord. Section 86-249 (a)- Required. All owners or occupants of buildings, or agents for owners, situated within 100 feet of a sanitary sewer, are hereby required to construct, or cause to be constructed, suitable water closets on their property, and to connect the water closets with the city sanitary sewer systems under the direction and supervision of the city.

City Ord. Section 86-249 (b)- Maintenance. It shall be the duty of any owner or occupant of any building connected with the city sanitary sewer system to keep and maintain the connection to the sewer system in perfect condition and free from obstruction.

City Ord. Section 34-61- Junk, rubbish, trash and debris. It shall be unlawful for any person owning, claiming, occupying or having supervision or control of any real property, occupied, or unoccupied, within the corporate city limits of the city, to permit or allow the accumulation of junk, rubbish, trash and debris, vehicle parts, junk vehicles, filth, carrion, or other unsightly or **unsanitary matter upon such real property**, which shall be presumed to be objectionable, unsightly, and unsanitary and is hereby declared a public nuisance.

City Ord. Section 14-332 (13). Substandard buildings declared. Whenever any building has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building provided by the building regulations of this jurisdiction, as specified in the building code, dangerous building code, electric code, fire code, housing code, mechanical code, plumbing code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.



As you are aware, the disconnection of the sewer line constitutes a plumbing code violation, public nuisance, and an environmental hazard in that raw sewage has overflowed on the property and is not currently tied into a public sewer system. Our records indicate that water usage is continuing at the business, despite signs saying the restrooms are out of order. In fact, water usage in September has reached 6,000 gallons. The city cannot permit continued flow through an unconnected sewer line. As a result, and pursuant to 2021 IPC Section 110.3 and 2021 IBC Section 112.3, the building official has authorized the disconnection of water service at the premises until repairs, under permit, can be made and inspected. Furthermore, the building official has deemed the building to be a substandard building due to current state of the building's plumbing systems and lack of required sewer connection.

You are hereby ordered to abate all violations noted above within 10 days of the notice. Failure to abate these violations may result in citations, revocation of the building's Certificate of Occupancy as permitted under 2021 IBC Section 111.4, and commencement of substandard proceedings before the City Council. Additionally, if the nuisance is not completely abated within the period prescribed, or extension given, the enforcement officer, or other designated city official, is authorized and directed to cause the nuisance to be abated by the city or private contract, with all expenses incurred by the city to be assessed against the real estate on which the work is done or improvements made in the form of a lien filed with the county clerk's office.

A follow-up inspection is scheduled for **Friday, October 17, 2025.**

If you have any questions, please feel free to contact me directly.

Regards,

Nathan Gonzales, CBO, CCEA
Building Official
City of Crowley
201 E Main St.
Crowley, TX 76036
(817)297-2201 ext. 3050
ngonzales@ci.crowley.tx.us

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RAE Texas Group, LLC
500 E Main St
Crowley, TX 76036-2888



9590 9402 6715 1060 9149 29

2. Article Number (Transfer from carrier's label)

7014 1200 0000 2629 8457

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

C. Date of Delivery

B. Received by (Printed Name)

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Here is my return receipt for this item.



201 E. Main Street
Crowley, Texas 76036

Return Service Requested

CERTIFIED MAIL®



7014 2120 0001 6202 7579
7014 2120 0001 6202 7579

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL U.S. MAIL

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To ROD AHMAD SLRIFAI
Street & Apt. No.,
or PO Box No. 1366 Clear Creek Dr
City, State, ZIP+4 Louisville, Tx 750

PS Form 3800, July 2014

See Reverse



Notice of Violation

April 16, 2026

Rod Elrifi, RAE Texas Group LLC
Kwik Kar Lube
500 E Main St
Crowley, TX 76036-2818

Location of Violation: 500 E Main St, Crowley, TX 76036

Date of Violation: September 25, 2025

Dear Mr. Elrifi,

I am writing to request an update regarding the abatement of the code violations noted in the previous *Notice of Violation*, dated October 7, 2025, personally delivered and mailed certified to the Kwik Kar location at the address listed above. These violations, again, are listed below:

Plumbing Code Violation (2021 IPC Section 701.2)- Connection to sewer required. Sanitary drainage piping from plumbing fixtures in buildings and sanitary drainage piping systems shall be connected to a public sewer.

Plumbing Code Violation (2021 IPC Section 701.3)- Separate sewer connection. A building having plumbing fixtures installed and intended for human habitation, occupancy or use on the premises abutting on a street, alley, or easement in which there is a public sewer shall have a separate connection with the sewer.

City Ord. Section 86-249 (a)- Required. All owners or occupants of buildings, or agents for owners, situated within 100 feet of a sanitary sewer, are hereby required to construct, or cause to be constructed, suitable water closets on their property, and to connect the water closets with the city sanitary sewer systems under the direction and supervision of the city.

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City Ord. Section 14-332 (13). Substandard buildings declared. Whenever any building has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building provided by the building regulations of this jurisdiction, as specified in the building code, dangerous building code, electric code, fire code, housing code, mechanical code, plumbing code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.



As a result of the violations noted, the property was deemed to be a substandard building and continues to remain so to this day. On November 12, 2025, Citation #CC11-00083 was issued, with a subsequent court date sent in and around February 2026. To date, these code violations remain unresolved.

Furthermore, having exhausted all administrative efforts to bring the property into compliance, I am writing to inform you of our intent to revoke your Certificate of Occupancy, pursuant to Section 111.4 of the 2021 International Building Code, which the City of Crowley has adopted. Be advised, following the revocation of a Certificate of Occupancy, the building official is authorized to order the disconnection of all service utilities.

You are hereby ordered to abate all violations noted above within 30 days of this notice, after which the Certificate of Occupancy for Kwik Kar, located at 500 E Main St, Crowley, TX, 76036, will be revoked should these violations remain unabated. Additional citations may follow.

A hearing before City Council to request an Order to Vacate, pursuant to Section 14-334 of the City of Crowley Code of Ordinances, will be placed on the May 21, 2026, City Council agenda.

If you have any questions, please feel free to contact me directly.

Regards,

A handwritten signature in black ink, appearing to read 'Nathan Gonzales'.

Nathan Gonzales, CBO, CCEA
Building Official
City of Crowley
201 E Main St.
Crowley, TX 76036
(817)297-2201 ext. 3050
ngonzales@ci.crowley.tx.us



Notice of Public Hearing

May 19, 2026

Rod Elrifi, RAE Texas Group LLC
Kwik Kar Lube
500 E Main St
Crowley, TX 76036-2818

Location of Violation: 500 E Main St, Crowley, TX 76036
Date of Violation: September 25, 2025

Dear Mr. Elrifi,

I am writing to inform you of our intent to revoke your Certificate of Occupancy, pursuant to Section 111.4 of the 2021 International Building Code, which the City of Crowley has adopted. The building at the address listed above has been found and deemed to be a substandard building and in violation of the following city ordinances:

Plumbing Code Violation (2021 IPC Section 701.2)- Connection to sewer required. Sanitary drainage piping from plumbing fixtures in buildings and sanitary drainage piping systems shall be connected to a public sewer.

Plumbing Code Violation (2021 IPC Section 701.3)- Separate sewer connection. A building having plumbing fixtures installed and intended for human habitation, occupancy or use on the premises abutting on a street, alley, or easement in which there is a public sewer shall have a separate connection with the sewer.

City Ord. Section 86-249 (a)- Required. All owners or occupants of buildings, or agents for owners, situated within 100 feet of a sanitary sewer, are hereby required to construct, or cause to be constructed, suitable water closets on their property, and to connect the water closets with the city sanitary sewer systems under the direction and supervision of the city.

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City Ord. Section 14-332 (13). Substandard buildings declared. Whenever any building has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building provided by the building regulations of this jurisdiction, as specified in the building code, dangerous building code, electric code, fire code, housing code, mechanical code, plumbing code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.



A public hearing before City Council to request to revoke your Certificate of Occupancy and issue an Order to Vacate, pursuant to Section 14-334 of the City of Crowley Code of Ordinances, will be placed on the June 4th, 2026, City Council agenda. The meeting and public hearing will take place at City Hall, located at 201 E Main St, Crowley, TX, 76036, and begin at 7:00 PM.

At the hearing, you will be provided with an opportunity to speak about your case, but will also be required to submit proof of the scope of any work that may be required to comply with city ordinances. The City Council may order that the building be vacated, secured, repaired, removed, or demolished within a reasonable timeframe.

Be advised, following the revocation of a Certificate of Occupancy, the building official is authorized to order the disconnection of all service utilities. Reapplication for a Certificate of Occupancy is required. A new Certificate of Occupancy will not be issued until all required inspections and repairs have been completed and approved by the City of Crowley.

If you have any questions, please feel free to contact me directly.

Regards,

A handwritten signature in black ink, appearing to read 'Nathan Gonzales'.

Nathan Gonzales, CBO, CCEA
Building Official
City of Crowley
201 E Main St.
Crowley, TX 76036
(817)297-2201 ext. 3050
ngonzales@ci.crowley.tx.us



Notice of Public Hearing

May 19, 2026

Samantha Renz, CEO
Evolving Texas, LP
3000 Race St, #108
Fort Worth, TX 76111

Subject Property: 500 E Main St, Crowley, TX 76036

Dear Samantha Renz,

Records filed with the Tarrant County Clerk's Office by Evolving Texas, LP, indicate you are a lienholder at the property listed above (Mechanics Lien D225170321). I am writing to inform you of our intent to revoke the Certificate of Occupancy at the subject property listed above, pursuant to Section 111.4 of the 2021 International Building Code, which the City of Crowley has adopted. The building at the address listed above has been found and deemed to be a substandard building and in violation of city ordinances.

A public hearing before City Council to revoke the Certificate of Occupancy and issue an Order to Vacate, pursuant to Section 14-334 of the City of Crowley Code of Ordinances, will be placed on the June 4th, 2026, City Council agenda. The meeting and public hearing will take place at City Hall, located at 201 E Main St, Crowley, TX, 76036, and begin at 7:00 PM.

If you have any questions, please feel free to contact me directly.

Regards,

A handwritten signature in black ink, appearing to read 'Nathan Gonzales'.

Nathan Gonzales, CBO, CCEA
Building Official
City of Crowley
201 E Main St.
Crowley, TX 76036
(817)297-2201 ext. 3050
ngonzales@ci.crowley.tx.us

Affidavit of Mechanic's Lien

State of Texas)
)
County of Tarrant)

Notice is hereby given that on June 4, 2024, Samantha Renz for GP Evolving Texas LLC, of 3000 Race Street, Suite 108, Fort Worth, Texas 76111, the Claimant, commenced services for the development and Civil engineering services for proposed sewer at 500 East Main Street, City of Crowley, County of Tarrant, legal descriptions is CROWLEY PARK SOUTH ADDITION Block 3 Lot A2A.

The Claimant hereby asserts a lien in the amount of \$3,332.20 on the above-referenced properties, owned by RAE TEXAS GROUP LLC, whose address is 500 E MAIN ST, CROWLEY, TX 76036-2818. This lien is claimed for the satisfaction of a debt that remains overdue and outstanding as of September 10, 2025, in the amount of \$3,332.20, for professional engineering services provided from June 4, 2024 through September 10, 2025. These services included the Professional Civil Engineering Design.

The Claimant commenced work on June 4, 2024, pursuant to a contract signed on that date, and additional addendum contract dated June 4, 2024. All services were furnished under an agreement with Ms. Dee Faucher, RAE TEXAS GROUP LLC, Kwik Kar, located at 500 E MAIN ST, CROWLEY, TX 76036-2818.

Claimant hereby declares that there is now due the balance of \$3,332.20, which respondents neglect and refuse to pay despite requests and demands for payment. For this reason, Claimant is entitled to a lien on the property described herein and the improvements located thereon for the total sum of the lien claimed along with interest on the maturity of the debt as allowable according to Statute in such cases made and provided.


Samantha Renz, CEO
Evolving Texas, LP
3000 Race Street, #108
Fort Worth, Texas 76111

09/10/2025

Date



D225170321

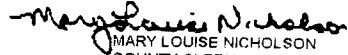
09/11/2025 11:55 AM

Page: 1 of 12

Fees: \$60.00

MECHANICS LIEN AFFIDAVIT

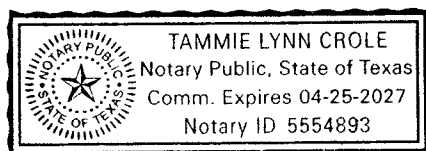
SUBMITTER: EVOLVING TEXAS LP


MARY LOUISE NICHOLSON
COUNTY CLERK

State of Texas)

County of Tarrant)

This Affidavit was acknowledged before me on this 10 day of September, 2025 by Samantha Renz, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.



Tammie L. Crole

Notary Public

Title (and Rank)

My commission expires 4-25-2027

Document Prepared By:

Samantha Renz, Chief Executive Officer
Evolving Texas, LP
3000 Race Street, #108
Fort Worth, Texas 76111

Attachment A

ITEMIZATION OF SERVICES AND/OR MATERIALS

Description of Materials/Services	Date Delivered	Cost of Materials/Services
Invoice # 2024165-06	05/31/2025	\$ 3,332.20
Finance charges will continue to accrue at 1.5% per month for unpaid invoices.		
Any costs associated with filing the lien will be assessed and added to the total amount due.		

Tracking Number:

9589071052703228263445

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 11:54 am on September 5, 2025 in DALLAS, TX 75228.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual
DALLAS, TX 75228
September 5, 2025 11:54 amDeparted USPS Regional Facility
DALLAS TX DISTRIBUTION CENTER
September 5, 2025 3:07 amArrived at USPS Regional Facility
DALLAS TX DISTRIBUTION CENTER
September 4, 2025 6:33 amU.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com

Dallas, TX 75228

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage	\$0.78
Total Postage and Fees	\$6.08

Sent To

Kwik Kar

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 Set Reverse for Instructions

TRACK STATUS BY TEXT MESSAGE

Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE

Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.78
Dallas, TX 75228			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Fri 09/05/2025			
Certified Mail®			\$5.30
Tracking #:			
9589 0710 5270 3228 2634 45			
Total			\$6.08

Grand Total: \$6.08

Credit Card Remit \$6.08

Card Name: AMEX
Account #: XXXXXXXXXXXX5046
Approval #: 832193
Transaction #: 399
AID: A000000025010801
AL: AMERICAN EXPRESS
PIN: Not Required

Chip



September 2, 2025

Ms. Dee Faucher
Kwik Kar
4025 St. Francis Avenue
Dallas, TX 75228

OBJECT: NOTICE OF INTENT to file Mechanical Lien

NOTICE IS HEREBY GIVEN:

That Evolving Texas, LP hereinafter known as the "Claimant", hereby claims a lien Under SUBCHAPTER B SEC. 53.021 and hereby declares the following:

1. The date of the original contract is June 4, 2024.
2. The contract states that "All work performed after June 4, 2024 including and not limited to Civil engineering services for proposed sewer at 500 East Main Street, in Crowley Texas and legal description is CROWLEY PARK SOUTH ADDITION Block 3 Lot A2A.
3. To date, the following invoices have not been paid:
 - a. Inv. # 2024165-06 \$3,332.20 Dated 05/31/2025
4. To date, the total statement of claimant's demand, after deducting all just credits and offsets, is \$3,332.20.
5. To date the following payments have been made:
 - a. Inv. 2024165-05 \$168.75
 - b. Inv. 2024165-04 \$2167.5
 - c. Inv. 2024165-03 \$1931.66
 - d. Inv. 2024165-02 \$13980.97
 - e. Inv. 24.06.01 \$5663.75
 - f. Inv. 24.06.45 \$2500
6. Finance charges will continue to accrue at 1.5% per month for unpaid invoices.
7. Any costs associated with filing the lien will be assessed and added to the total amount due.
8. The name of the owner, or reputed owner of this property is RAE TEXAS GROUP LLC. The last known address of owner is 500 E MAIN ST, CROWLEY, TX 76036-2818. The authorized representative of owner of the property is Dee Faucher, who's last know address is 500 E MAIN ST, CROWLEY, TX 76036-2818.
9. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is Kwik Kar.

10. A general statement of the kind of work done or materials furnished by claimant, or both is:
Professional Civil Engineering Services.
11. A description of the property sought to be charged with the Lien is CROWLEY PARK SOUTH ADDITION Block 3 Lot A2A. *(include legal descriptions and list in a table if necessary)*.
12. As of the date of this notice, the outstanding balance of \$3332.20 remains unpaid. If full payment is received within five (5) business days from the date of this letter, we will consider the account current and will not proceed with filing the lien.
13. If payment is not received within this time frame, we will move forward by filing the lien without further notice.

Sincerely,



Samantha Renz

Chief Executive Officer

817.529.2700

samantha@evolvingtexas.com

Unofficial Copy



evolving[®]

Civil Engineering + Planning

June 4, 2024

Ms. Dee Faucher
KwikKar
4025 St. Francis Avenue
Dallas, Texas 75228

**RE: Proposal for Civil Site Engineering Services
Kwik Kar Sanitary Line in Crowley Texas**

Dear Ms. Faucher,

In response to your request, we have prepared this proposal for Civil engineering services for your proposed sewer project at 500 East Main Street in Crowley Texas.

Definitions

"Evolving" or "Consultant" means Evolving Texas, LLC

"Client" means KwikKar

"Proposal," "Contract" and "Letter of Agreement" mean this document and all attachments hereto.

"Contractor, Contractors" means any other company that works on the Project.

Introduction

The site is located at the SE corner of the intersection of East Main Street and S. Crowley Road in Crowley, Texas. The site is occupied by a KwikKar facility constructed approximately 15-20 years ago.

Sanitary service has historically been provided via a shared private line with an adjacent strip center to the south. That line has recently undergone repairs, though it is our understanding the service sharing arrangement is being terminated. The City is requiring KwikKar to provide its own service via a public line to be constructed in a utility easement along the rear of the strip center property.

BASIC SERVICES

Unless otherwise specified, during the preparation of design and construction drawings, the associated elements of the drawings will include the Coordination of City review and

approval of said plans prepared as part of the project. In addition, the elements of design and plans preparation in this contract may be revised on an hourly rate basis.

In support of the project described briefly above, Evolving Texas proposes to perform the following scope of work elements:

PLANNING SERVICES

Initial Research: Evolving Texas will perform initial research for the project which may result in record drawings, existing zoning, floodplain information if any, franchise utility providers, and other elements that may affect the site. We will use readily available sources to collect the data, including City staff, map rooms, and professional resources. This work does not guarantee that all items that may affect the subject property will be discovered and is not a guarantee that additional services may be encountered if additional pertinent information becomes available after the start of design.

ENGINEERING SERVICES

Sanitary Sewer Plan: Evolving Texas will develop plans for on-site and offsite public (approx. 150 lf) sanitary sewer, encompassing manholes, cleanouts, mains, and building services to support the existing facility. The public line will be tailored from the existing public sewer behind the adjacent strip center to the subject facility's existing or relocate sewer service. Managing the City review and approval process for plans developed under this item is within this scope of work.

Exclusions:

- Profiles for private systems.

Meetings, Submittals Processes, Franchise Utility Coordination and Miscellaneous Services: During the course of this project there may be various projects and approval meetings/processes with Owner, City of Crowley, regulatory agencies, and Owner-contracted consultants. The time expended on these meetings and approval processes as well as Franchise Utility Coordination and miscellaneous services not specifically outlined in the scopes of work described herein are proposed to be accomplished on a time and material basis in conformance with the attached Rate Schedule.

BID PHASE CONSTRUCTION PHASE SERVICES

Construction Administration: Evolving Texas will be available for project coordination meetings as requested by the Owner. These meetings may include the Pre-Construction Conference, Substantial Completion Walk-Through, and Final Completion Walk-Through. Additionally, Evolving Texas will conduct periodic visits to the construction site to monitor progress and ensure general compliance with the construction documents. It's important to note that these visits do not constitute continuous construction inspection.

Furthermore, Evolving Texas will review submittals from the Contractor related to civil site improvements, such as the Contractor's Application for Partial Payment and Final Payment, shop drawings, product data, and mix design. Submittals not required by the contract documents or unrelated to civil site improvements will not be reviewed.

Evolving Texas shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Evolving Texas have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor. Evolving Texas does not guarantee the performance of the Contractor or assume responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. Evolving Texas shall not provide or be responsible for surety bonding or insurance-related advice, recommendations, counseling, or research, nor enforce construction insurance or surety bonding requirements. Furthermore, Evolving Texas is not accountable for the acts or omissions of the Contractor or for any decisions or interpretations of the Contract Documents made by the Contractor.

While at the Site, representatives of Evolving Texas shall comply with safety programs of the Contractor and Owner. Evolving Texas shall be informed in writing of such requirements.

Compensation for this item shall be on an hourly reimbursable basis.

SPECIAL ENGINEERING SERVICES

Preparation of Developer Agreement: Evolving Texas will coordinate preparation and approval of Developer Agreement documents with the City of Crowley for the public portion of proposed improvements. The scope of work includes preparation of a Project manual and Coordination with Owner and Contractor to include their required bonds and executed contract(s). The Owner and Contractor will need to coordinate early to provide bid items, construction cost, and construction duration for inclusion into the Project manual. All fees will be paid by Owner.

SURVEY SERVICES BY OTHERS

Evolving Texas will engage a third-party surveyor to perform as-built survey services within the existing adjacent utility easement. This includes tying in the City's existing sanitary sewer as identified in index mapping received from the City. If additional easement width or a temporary construction easement is required, this work will be accomplished on an hourly basis.. The surveyor will be licensed in the state of Texas.

OTHER ITEMS NOT INCLUDED IN THIS PROPOSAL

While there are many things excluded in the Potential Scope of Work, there are a few services we want to point out specifically as they must be performed by others or negotiated separately with Evolving if they are required. Evolving can coordinate any of the services below if requested, and fees associated will be discussed with client prior to accrual:

- Landscape and Hardscape Plans
- Platting and Easements
- Traffic Studies or Traffic Impact analysis
- Lift Station Design
- Asbestos surveys and demolition documents

- Wetland Assessments/Delineations/Mitigation
- Any permitting related to removal of existing structures on the property
- Fees to be paid directly to the city or other applicable agencies (permits, filing, review, etc.)
- Traffic Impact Study
- Tree Preservation/Mitigation
- Construction Materials Testing
- Structural Design for Retaining Walls, Bridges, and other structural improvements.
- Exposing underground (non-visible) improvements, Potholing
- Services not specifically outlined under the scopes of work described herein.

Plan Revision: In the event there are Owner, Client, State, City or County driven changes to onsite or offsite elements of the project after design efforts have commenced, Evolving will modify the work products as necessary. The additional work required to bring all work products to the same level of completion attained prior to the introduction of changes will be accomplished on an hourly basis. This includes value engineering efforts subsequent to initial, working design.

CLIENT RESPONSIBILITIES

Client will be prepared to pay for all fees associated with applications, testing, bonding, inspections, and review as required during the development and review processes. Any fees that Consultant pays on behalf of Client are subject to a markup of 15% percent pass through charge to Client.

FINAL SUBMITTAL/BILLING BENCHMARKS

Invoices are payable upon receipt. In the event any invoiced amounts due under this proposal have aged over 45 days, they shall be paid in full prior to:

- Issuance of project documents including studies, construction drawings, exhibits and/or electronic files at any stage of project.
- In the event invoices have aged 60 days or more, Evolving at its discretion will notify Client that continued efforts to the benefit of the project will be temporarily suspended to allow Client the opportunity to bring accounts current.

COMPENSATION

Consultant will perform the services for the compensation outlined in the table below:

Items Provided by Consultant		
PLANNING SERVICES	\$1,000	Lump Sum
ENGINEERING SERVICES	\$6,000	Lump Sum
MEETINGS, MISC SERVICES	\$1,000	Hourly Estimate
BID AND CONSTRUCTION PHASE SERVICES	TBD	
SPECIAL ENGINEERING SERVICES	\$2,500	Hourly Estimate
SURVEY SERVICES (By third party consultant)	\$6,900	Lump Sum

Any work not included in Basic Services and requested by Client will be performed for an additional fee and negotiated as an hourly reimbursable amount or a lump sum fee. All fees, charges, taxes, and assessments remain the responsibility of the Client and are not included in the above fee structure.

RETAINER

A retainer fee is a policy for Evolving Texas on all projects. The retainer to be collected for this project shall be in the amount of \$2,500 to be collected prior to commencing work. This retainer will be applied to the Client's Final invoice.

Reimbursables: The following are typical reimbursable expenses that will be billed as incurred, with 15% markup:

- Mileage
- Large Scale Printing
- Courier Services

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the **attached Standard Terms and Conditions**, which are attached and incorporated by reference. As used in the Standard Terms and Conditions, the term "the **Consultant**" shall refer to **Evolving Texas, LP**, and the term "the **Client**" shall refer to **KwikKar**.

If you concur with all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute a copy of this Agreement in the spaces provided below and return it to us. Fees stated in this Agreement are valid for thirty (30) days after the date of this letter, though any schedules will change.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

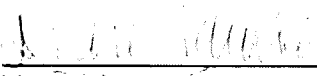
Respectfully Submitted,

EVOLVING TEXAS, LP
a Texas Limited Partnership

ACCEPTED BY:
Ms. Dee Faucher
KwikKar

By: **GP Evolving Texas, LLC**,
a Texas Limited Liability Company,
its general partner

By: 
Mark Westfall, P.E.
Director of Engineering

By: 
Name: **Dee Faucher**
Title: **Director of Engineering**

INVOICE

Evolving Texas LP
3000 Race St Ste 108
Fort Worth, TX 76111-4116

accounts payable@evolvingtexas.com
+1 (817) 529-2700
www.evolvingtexas.com



Kwik Kar.:2024165 - Kwik Kar Sanitary Line(Crowley)

Bill to
Kwik Kar
500 East Main Street
Crowley, TX 76036

Ship to
Kwik Kar
500 East Main Street
Crowley, TX 76036

Shipping info

Ship date: 05/31/2025

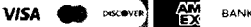
Invoice details

Invoice no.: 2024165-06
Invoice date: 05/31/2025
Due date: 05/31/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Retainer	Retainer balance			-\$2,500.00
2.	Factor - Subconsultant Revenue - Non-Taxable	SUB CONSULTANT: Boundary Survey			\$5,832.20

Total \$3,332.20

Ways to pay



Overdue 05/31/2025

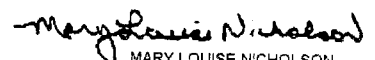
View and pay

Unofficial Copy



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
09/11/2025 11:55 AM

D225170321
MECHANICS LIEN AFFIDAVIT
Pages: 12
Fees: \$60.00


MARY LOUISE NICHOLSON
COUNTY CLERK

U.S. Postal Service™
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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



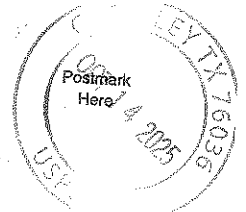
Sent To **ROD AHMAD ELRIFAI**
 Street & Apt. No.,
 or PO Box No. **1366 Clear Creek Dr**
 City, State, ZIP+4 **Lewisville, TX 75067**
 PS Form 3800, July 2014 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®.

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To **RAE TEXAS Group LLC**
 Street, Apt. No.,
 or PO Box No. **500 E MAIN ST**
 City, State, ZIP+4 **Crowley, TX 76036-2818**
 PS Form 3800, August 2006 See Reverse for Instructions

PS Form 3811, July 2020 PSN 7530-02-000-9053

7014 2320 0001 6202 7531

9590 9402 6715 1060 9148 82



3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail (over \$500)
 - ☐ Insured Mail Restricted Delivery

1. Article Addressed to:
ROD ELRIFAI RAE TEXAS Group LLC
500 E MAIN ST
CROWLEY, TX 76036

- SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RAE TEXAS Group LLC
500 E MAIN ST
Crowley TX 76036-2818



9590 9402 6715 1060 9149 29

Article Number (Transfer from mailing label)

7014 1200 0000 2622 6457

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt





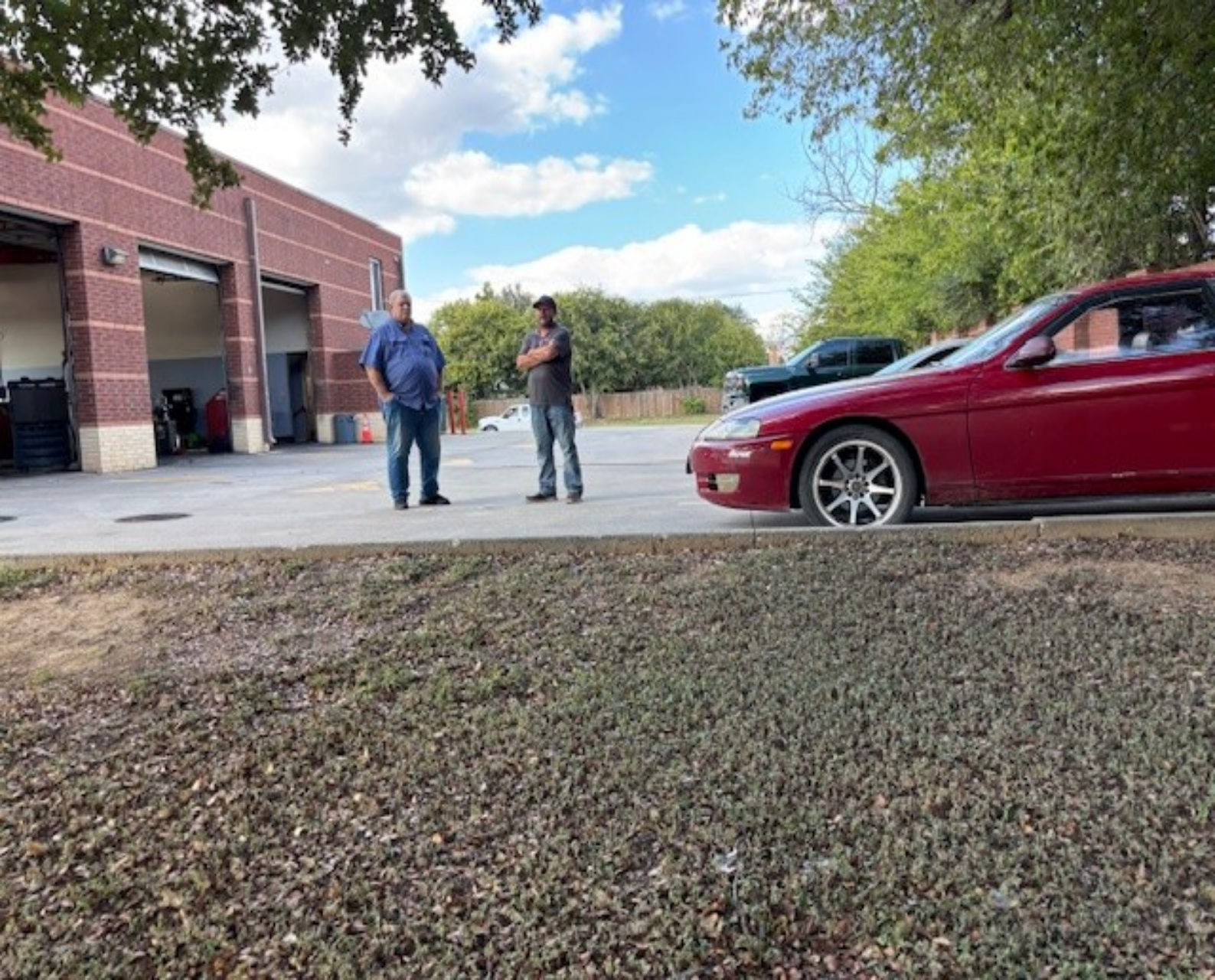












ORDER TO VACATE BUILDING CITY OF CROWLEY, TEXAS

WHEREAS, the City Council of the City of Crowley, Texas, held a public hearing on June 4, 2026, to consider the condition of a building located on property at 500 E. Main Street, Crowley, Tarrant County, Texas 76036; and

WHEREAS, upon evidence presented at the public hearing, the City Council finds that said building is substandard due to lack of connection to the required sanitary sewer system and water system, and a public nuisance; and

WHEREAS, the substandard conditions exist to the extent that said building is unfit for occupation, and the life, health, property, and safety of the occupants and the public are endangered;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, ORDERS THAT:

- (1) All persons occupying said building shall vacate said building within 10 days from the date of receiving delivery of notice of this Order.
- (2) The building official shall post at each entrance to said building a notice to vacate as required by Article X of Chapter 14 of the Crowley City Code.
- (3) The certificate of occupancy for the building is hereby revoked. No person shall again occupy said building, and the certificate of occupancy for said building shall not be reinstated, until the unsafe and/or unsanitary conditions have been eliminated and the structure has been brought into compliance with Article X of Chapter 14 of the Crowley City Code.

PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2026.

City of Crowley, Texas

Billy Davis, Mayor

Attest:

Carol Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Bill Bateman	Meeting Date: June 4, 2026
Department: Public Works	Agenda Item: IV.1.
Subject: Discuss and consider approving a cooperative purchasing agreement for HA-5 street resurfacing with the City of Hurst.	

Background:

The Public Works Department is requesting approval to utilize a cooperative purchasing agreement with the City of Hurst for Andale Construction to perform HA-5 seal coat treatments on various city roadways. HA-5 seals the surface layer of the roadway to prevent water infiltration from entering the road base therefore extending pavement life. HA-5 has been used for the last several years with good results.

Recommendation:

Staff recommends approval of the cooperative purchasing agreement.

Financial Information:

Total projected cost of the contract is \$104,136.94

Attachments:

1. Crowley TX Proposal
2. Andale 26-27 Renewal with Hurst
3. Crowley, TX Street Map 1
4. Crowley, TX Street Map 2
5. City of Hurst Interlocal Agreement for Purchasing



January 9, 2026

Andale Construction Inc.
3170 N Ohio St
Wichita, KS 67219

Re: Contract #24-004 High Density Mineral Bond Seal

To whom it may concern,

The City of Hurst Purchasing Department extends this invitation to renew the above mentioned contract for an additional one (1) year period. Please mark the appropriate response below and complete the vendor authorization. All prices must remain firm for the renewal period March 26, 2026 through March 25, 2027.

☒ Yes, we will accept the offer to extend the same contract pricing for the new renewal period

☐ Yes, we will accept the offer to extend the contract through the new renewal period, but with the attached price changes. City staff will review submitted price changes and will decide whether or not to accept these changes or allow the contract to expire.

☐ No, we will NOT accept the offer to extend the contract.

Please email response to purchasing@hursttx.gov.

Vendor Authorization:

Jackie Bearden
Printed Name

Project Account Manager
Title

Jackie Bearden
Signature & Date 01/09/26

Department Authorization:

Steve Carter
Printed Name

Director of Streets
Title

Steve Carter 1-9-26
Signature & Date

Purchasing Authorization:

Jerry Lewandowski
Printed Name

Director of Purchasing
Title

Jerry Lewandowski 1/9/26
Signature & Date



January 9, 2026

Andale Construction Inc.
3170 N Ohio St
Wichita, KS 67219

Re: Contract #24-004 High Density Mineral Bond Seal

To whom it may concern,

The City of Hurst Purchasing Department extends this invitation to renew the above mentioned contract for an additional one (1) year period. Please mark the appropriate response below and complete the vendor authorization. All prices must remain firm for the renewal period March 26, 2026 through March 25, 2027.

☒ Yes, we will accept the offer to extend the same contract pricing for the new renewal period

☐ Yes, we will accept the offer to extend the contract through the new renewal period, but with the attached price changes. City staff will review submitted price changes and will decide whether or not to accept these changes or allow the contract to expire.

☐ No, we will NOT accept the offer to extend the contract.

Please email response to purchasing@hursttx.gov.

Vendor Authorization:

Jackie Bearden
Printed Name

Project Account Manager
Title

Jackie Bearden
Signature & Date 01/09/26

Department Authorization:

Steve Carter
Printed Name

Director of Streets
Title

Steve Carter 1-9-26
Signature & Date

Purchasing Authorization:

Jerry Lewandowski
Printed Name

Director of Purchasing
Title

Jerry Lewandowski 1/9/26
Signature & Date

Crowley, TX

24,677 SY

Legend

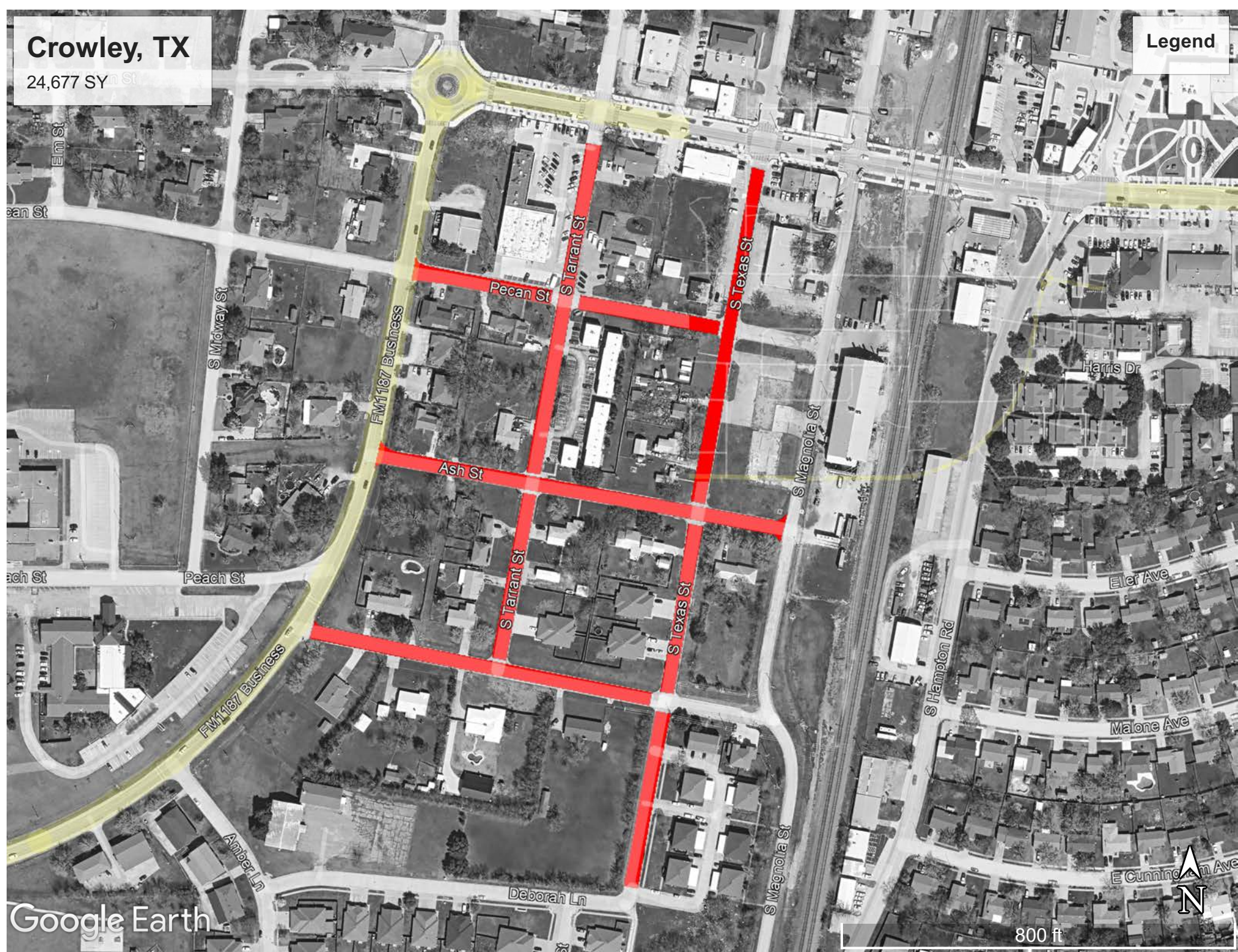


Google Earth

Crowley, TX

24,677 SY

Legend





April 13, 2023

Lori Watson
201 E. Main Street
Crowley, Texas 76036

Dear Lori,

Please find enclosed an original executed Interlocal Agreement between the City of Hurst and the City of Crowley. This agreement was originally requested by Mike Rocamontes. I emailed him a copy and let him know that I was mailing the original.

Please feel free to reach out if you have any questions or concerns.

Warm regards,

Jerry Lewandowski
Director of Purchasing,
Risk Management & Utility Billing

817-788-7018



jlewandowski@hursttx.gov



Hursttx.gov



1505 Precinct Line Rd, Hurst, Texas 76054



INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF HURST, Texas (hereinafter called "CITY OF HURST"), and the CITY OF CROWLEY, Texas (hereinafter called "CITY OF CROWLEY"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF HURST and CITY OF CROWLEY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF HURST and CITY OF CROWLEY wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF HURST and CITY OF CROWLEY may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF HURST and CITY OF CROWLEY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF HURST and CITY OF CROWLEY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF HURST and CITY OF CROWLEY agree as follows:

1. The purpose of this Agreement is to provide CITY OF HURST and CITY OF CROWLEY with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF HURST and CITY OF CROWLEY may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF HURST and CITY OF CROWLEY agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF HURST and CITY OF CROWLEY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF HURST and CITY OF CROWLEY shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

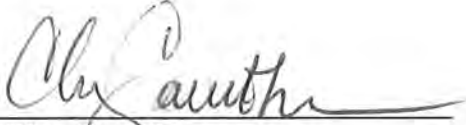
12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

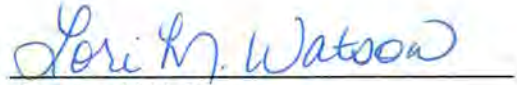
13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF HURST

CITY OF CROWLEY

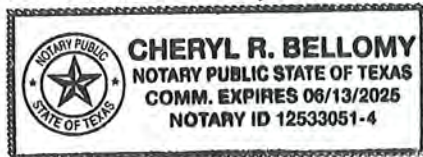

By: Clay Caruthers,
City Manager

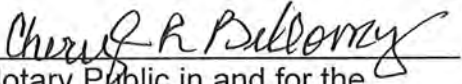

By: Lori Watson,
Deputy City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13th day of April, 2023, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.




Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6th day of April, 2023, by Lori Watson, Deputy City Manager of the **CITY OF CROWLEY, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.




Notary Public in and for the
State of Texas



City of Crowley, Texas City Council Agenda Report

Presenter: Pleasant Brooks	Meeting Date: June 4, 2026
Department: Fire	Agenda Item: IV.2.
Subject: Discuss and consider approving Ordinance 06-2026-599, an ordinance amending Chapter 38 "Fire Prevention and Protection, Article II "Fire Marshal," by adding a new section "Enforcement; Office of Fire Marshal" to designate the Fire Marshal as the chief law enforcement officer for the Office of Fire Marshal, Chief Arson Investigator, and Chief Fire Code Enforcement Officer for the City.	

Background:

The Texas Commission on Law Enforcement (TCOLE) requires that each law enforcement agency in the state obtain fingerprints from any person appointed to the agency for criminal background check. The Crowley Office of Fire Marshal, a law enforcement agency recognized by TCOLE, is required to follow these rules. To adhere to these requirements, it is necessary to amend the City of Crowley Code of Ordinances to designate the Fire Marshal's Office as a law enforcement agency and designate the Fire Marshal as the chief law enforcement officer for the Office of Fire Marshal.

Chapter 2 Article 2.12 (7) of the Code of Criminal Procedure outlines the fire marshal and any related officers, inspectors or investigators who hold a license under Section 1701 of the Texas Administrative Code shall comply with Texas state law.

Recommendation:

It is recommended that City Council authorize approval of an ordinance of the City of Crowley Code of Ordinances amending Chapter 38 "Fire Prevention and Protection," Article II "Fire Marshal," by adding "Enforcement; Office of Fire Marshal Established" to designate the Fire Marshal as the chief law enforcement officer for the City.

Financial Information:

None

Attachments:

1. Ord 06-2026-599 Fire Marshall Enforcement

ORDINANCE NO. 06-2026-599

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING CHAPTER 38 "FIRE PREVENTION AND PROTECTION," ARTICLE II "FIRE MARSHALL," BY ADDING A NEW SECTION "ENFORCEMENT; OFFICE OF FIRE MARSHAL ESTABLISHED"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council previously adopted Ordinance 11-2009-107 authorizing the fire chief to designate the fire marshal to enforce provisions of the City's Fire Code; and

WHEREAS, the City Council has determined a need to update its Fire Marshal ordinance to designate the Fire Marshal as the chief law enforcement officer of the Office of Fire Marshal and to add additional duties of the Fire Marshal and deputies; and

WHEREAS, the City Council finds that the provisions adopted herein are in the best interest of the health, safety, and general welfare of the citizens of the City and the public; and

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

SECTION 1.

Chapter 38 "Fire Prevention and Protection," Article II "Fire Marshall" of the Code of Ordinances of the City of Crowley, Texas, is hereby amended by adding a new Section "Enforcement; Office of Fire Marshall Established" as follows:

Chapter 38 - FIRE PREVENTION AND PROTECTION

ARTICLE II. - FIRE MARSHALL

Sec. 38-23. Office created; appointment; removal.

The office of fire marshal is hereby created. Such office shall be a division of the fire department, the fire marshal reporting directly to the fire chief. Such office shall be filled by appointment of the fire chief and with the consent of the city manager.

Secs. 38-24. Enforcement; Office of Fire Marshal Established

(a) The fire code shall be administered and enforced by the Office of the Fire Marshal, which is hereby established. The Fire chief shall appoint the Fire Marshal and shall designate members of the fire department, as may be necessary from time to time, as deputies to enforce the provisions of the fire code.

(b) The Fire Marshal shall be the Chief Law Enforcement officer for the Office of Fire Marshal, Chief Arson Investigator, and Chief Fire Code Enforcement officer for the City. The Fire Marshal shall:

- (1) Organize and administer the Office of Fire Marshal in conformity with ordinances of the City, City Charter, and the Constitution and laws of the State of Texas and the United States;
 - (2) Have immediate direction and control of the Office of Fire Marshal, subject to the supervision of the Fire Chief and such rules, regulations, and orders as the Fire Chief may prescribe;
 - (3) Promulgate all orders, rules, and regulations for government of the Office of Fire Marshal consistent with the policies and procedures established by the Fire Chief;
 - (4) Appoint and discipline deputies and other employees of the Office of Fire Marshal, who shall service at their discretion, consistent with the City's personnel policies and procedures where applicable;
 - (5) Have the same powers in the City as the Crowley Police Department and Sheriff of Tarrant County for the prevention and suppression of a crime; the arrest of offenders; the taking of bail; and execution of warrants, and other writs; and
 - (6) Be responsible for all fire/arson investigations, fire code enforcement services, and such other duties as may be required by the Fire Chief.
- (c) The Fire Marshal and Deputies of the Office of Fire Marshal shall be and are hereby vested with all power and authority given to them, peace officers under the laws of the State of Texas, the federal law, and the ordinances and regulations of the City and it shall be the duty of each such officer to:
- (1) Use their best endeavors to prevent the commission of offenses against the laws of the State of Texas, the federal government, and the ordinances and regulations of the City;
 - (2) Observe and enforce all federal, state, and local laws, ordinances, and regulation;
 - (3) Detect and arrest offenders against the same; and
 - (4) Preserve the public peace, health, and safety.

Sec. 38-25. Conducting of investigations.

The fire marshal shall investigate the cause, origin and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of carelessness or design. Such investigation shall begin within 24 hours of the occurrence of such fire. The fire marshal shall keep in his office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this article.

Sec. 38-26. Testimony.

When in the opinion of the fire marshal further investigation is necessary, the fire marshal shall take or cause to be taken the testimony, under oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing. If the fire marshal shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, or of conspiracy to defraud, or criminal conduct in connection with such fire, the marshal shall cause such person to be lawfully arrested and charged with such offense and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by him, including a copy of all pertinent and material testimony taken in the case.

Sec. 38-27. Authority to summon witnesses.

The fire marshal shall have the power to summon witnesses before him to testify in relation to any matter which is by the provisions of this section a subject of inquiry and investigation, and may require the production of any book, papers or document deemed pertinent thereto. The fire marshal is hereby authorized and empowered to administer oaths and affirmations to any persons appearing as witnesses.

Sec. 38-28. Cooperation with fire marshal required.

Any witness who refuses to be sworn, or who refuses to appear or to testify, or who disobeys an lawful order of said fire marshal, or who fails or refuses to produce any book, paper or document touching any matter under examination, or who is guilty of any contemptuous conduct during any of the proceedings of the fire marshal in the matter of said investigation or inquiry, after being summoned to give testimony in relation to any matter under investigation as aforesaid, shall be deemed guilty of a misdemeanor. It shall be the duty of the fire marshal to cause all such offenders to be prosecuted.

Sec. 38-29. Investigations may be private.

In the discretion of the fire marshal, all investigations held by or under the direction of the fire marshal may be private, and persons other than those required to be present may be excluded from the place where such investigation is held, and witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined.

Sec. 38-30. Authority to enter premises.

The fire marshal shall have the authority when in the performance of the duties imposed upon him by the provisions of this section, to enter upon and examine any premises where any fire has occurred, and other premises adjoining or near the same, in the manner authorized by law.

Sec. 38-31. Abatement of dangerous conditions.

The fire marshal, upon complaint of any person having an interest in any premises or property adjacent and without any complaint, shall have a right at all reasonable hours, for the purpose of examination, to enter into and upon all premises within the city, and it shall be the marshal's duty, monthly or more often, to enter upon and make or cause to be entered and made, a thorough examination of all mercantile, manufacturing and public buildings, together with the premises belonging thereto. Whenever the fire marshal shall find any building or other structure which, for want of repair, or by reason of age or dilapidated condition, for any cause, is especially liable for fire, and which is so situated as to endanger other persons or property therein, and whenever the fire marshal shall find an improper or dangerous arrangement of stoves, ranges, furnaces or other heating appliances or any kind whatsoever, connected, or a dangerous or unlawful storage of explosives, compounds, petroleum, gasoline, kerosene, dangerous chemicals, vegetable products, ashes, combustible, inflammable and refuse materials, or other conditions which may be dangerous in character or liable to cause or promote fire or create conditions dangerous to the firefighters or occupants, the fire marshal shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or occupant of said building or premises; provided, however, that if said owner or occupant deems himself aggrieved by such order, they may, within five days, appeal to the code board of appeals, who shall investigate the cause of the complaint and unless by the fire marshal's authority the order is revoked, such order shall remain in force and be forthwith complied with by said owner or occupant. At the end of each month the fire marshal shall report to the state fire marshal all existing hazardous conditions, together with separate report on each fire in the city during the month.

SECTION 2.

All other articles, divisions, sections and subsections of Chapter 38 are to remain as is.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

This ordinance shall become effective immediately upon its passage and publication is required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 4th DAY OF June, 2026.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



City of Crowley, Texas City Council Agenda Report

Presenter: Mike Rocamontes	Meeting Date: June 4, 2026
Department: Public Works	Agenda Item: IV.3.
Subject: Discuss and take action on an Inter-local Agreement between the City of Crowley and Tarrant County Pct.2 for mill and overlay road work to be done on Roberts St., E. Main St. from FM731 to 1998 E. Main St. (Car wash) and W. Main St. from 809 W. Main St. to S. Heights Dr. The County will mill and remove two inches of surface mix (asphalt), apply asphalt emulsion primer and place and compact 2" TYPE D hot mix asphalt. The county will perform the work and the city will pay for the materials used.	

Background:

Historically, the City has worked with Tarrant County to maintain several city asphalt streets, where the city pays for the materials used and the county provides the machinery and labor to perform the job. This ILA would allow the county to mill and overlay three streets within the city to provide a safer driving surface for motorists.

Recommendation:

Staff recommends approval.

Financial Information:

The cost of materials is estimated at \$446,349.75. The funds for this project will come from the 2021 Bond.

Attachments:

1. City of Crowley Interlocal Agreement
2. Mill and Overlay Estimates

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Crowley ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance with the mill and overlay of various streets within the CITY:

- Overlay of West Main Street from 809 W. Main Street to South Heights Drive being approximately 3,700 square yards, to apply two inches of type D asphalt;
- Overlay of Roberts Street from North Crowley Road to East Main Street being approximately 3,055 square yards, to apply two inches of type D asphalt;
- Overlay of East Main Street from North Crowley Road to Rendon Crowley Road being approximately 26,400 square yards, to apply two inches of type D asphalt;

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement;
- e. The CITY and the COUNTY will make payments for the services and functions under this Agreement from current revenues available to the paying party; and
- f. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't

Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the project. The reconstruction will consist of the following:

- 1.1 Mill two (2) inches of existing roadway;
- 1.2 Apply asphalt emulsion prime coat; and
- 1.3 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish a site for dumping waste near the job site for materials generated during this Project;
- 2.2 CITY will furnish all rights of way, plan specifications and engineering drawings;
- 2.3 CITY will furnish project partnership signs at each entryway to the Project;
- 2.4 CITY will furnish necessary traffic controls including barricades and traffic control personnel to redirect traffic flow to alternate lanes during the construction phase of the Project;
- 2.5 CITY will provide temporary driving lane markings;
- 2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction;
- 2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project;
- 2.8 CITY will provide a stockpile site for materials used for this Project; and
- 2.9 CITY will provide a location for the County to park their heavy equipment near the job site.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project. The CITY will provide quality assurance inspection for the Project. If the CITY has a complaint regarding the construction of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion. Upon expiration of 30 days after Project completion, the CITY will be solely responsible for maintenance and repairs of the Project.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services; and
- 5.2 If necessary, the CITY will furnish traffic control personnel; and
- 5.3 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all costs (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

7. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third-party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause by providing thirty (30) days prior written notice of intent to terminate to the other party. This Agreement will automatically terminate upon completion of the Project or December 30, 2026, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

CITY OF CROWLEY

Commissioner, Precinct 2
Alisa Simmons

Authorized City Official

Date: _____

Date: _____

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM

Criminal District Attorney's Office*

Staff Attorney

Date: _____

Date: _____

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

SIGNED AND EXECUTED this _____ day of _____,
2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

Auditor

Date: _____

CITY OF CROWLEY
W. Main Street (731 to Near Rendon Crowley)
Mill + Overlay

	Hot Mix B	Hot Mix D	Emulsion CSS-1H
Length (ft)	0	4950	4950
Width (ft)	0	48	48
Ft ²	0	237600	237600
Yd ²	0.00	26400.00	26400.00
Weight	117	117	
Inches	0	2	
Tons	0.00	3088.80	
Cost/Ton	\$ 85.00	\$ 100.00	
Rate			0.30
Gallons			7920.00
Cost/Gallon			\$ 1.50
Total Cost	\$ -	\$ 308,880.00	\$ 11,880.00

Total Materials Cost	\$ 320,760.00
Engineering Fee / Materials	\$ 1,000.00
Sub Total	\$ 321,760.00

10% Contingency Fee	\$ 32,176.00
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TOTAL PROJECT COST	\$ 353,936.00
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*NOT RESPONSIBLE FOR: Utility Adjustments

CITY OF CROWLEY
Roberts Street (731 to W. Main)
Mill + Overlay

	Hot Mix B	Hot Mix D	Emulsion CSS-1H
Length (ft)	0	1100	1100
Width (ft)	0	25	25
Ft ²	0	27500	27500
Yd ²	0.00	3055.56	3055.56
Weight	117	117	
Inches	0	2	
Tons	0.00	357.50	
Cost/Ton	\$ 85.00	\$ 100.00	
Rate			0.30
Gallons			916.67
Cost/Gallon			\$ 1.50
Total Cost	\$ -	\$ 35,750.00	\$ 1,375.00

Total Materials Cost	\$ 37,125.00
Engineering Fee / Materials	\$ 1,000.00
Sub Total	\$ 38,125.00

10% Contingency Fee	\$ 3,812.50
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TOTAL PROJECT COST	\$ 41,937.50
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*NOT RESPONSIBLE FOR: Utility Adjustments

CITY OF CROWLEY
E. Main Street (809 E. Main to S. Heights)
Mill + Overlay

	Hot Mix B	Hot Mix D	Emulsion CSS-1H
Length (ft)	0	950	950
Width (ft)	0	35	35
Ft ²	0	33250	33250
Yd ²	0.00	3694.44	3694.44
Weight	117	117	
Inches	0	2	
Tons	0.00	432.25	
Cost/Ton	\$ 85.00	\$ 100.00	
Rate			0.30
Gallons			1108.33
Cost/Gallon			\$ 1.50
Total Cost	\$ -	\$ 43,225.00	\$ 1,662.50

Total Materials Cost	\$ 44,887.50
Engineering Fee / Materials	\$ 1,000.00
Sub Total	\$ 45,887.50

10% Contingency Fee	\$ 4,588.75
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TOTAL PROJECT COST	\$ 50,476.25
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***NOT RESPONSIBLE FOR: Utility Adjustments**



City of Crowley, Texas City Council Agenda Report

Presenter: Mike Rocamontes	Meeting Date: June 4, 2026
Department: Public Works	Agenda Item: IV.4.
Subject: Discuss and take action on Resolution R06-2026-484, a resolution of the City of Crowley, Texas, recommending award of the construction contract by Tarrant County for the 51st year, Community Development Block Grant to Cam-Crete Contracting, Inc. for the bid amount of \$247,749.00 to construct city sidewalks on Harvey St., Glendale St. and Bovell Dr. and providing an effective date.	

Background:

Tarrant County provides funding through the Community Development Block Grant program to provide financial assistance for municipalities to provide public infrastructure improvements within the city. The City of Crowley has utilized these funds for sidewalk placement and road repairs many times in the past.

Recommendation:

Staff recommends approval of the Resolution

Financial Information:

The CDBG Grant allocation for this year is \$140,563.80 and the city portion for the project will be \$107,185.20, for a total project cost of \$247,749.00.

Attachments:

1. 51st CDBG Resolution (003)
2. 2026.05.06 Project Recommendation Letter - Crowley 51st Year CDBG

RESOLUTION No. R06-2026-484

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, RECOMMENDING AWARD OF THE CONSTRUCTION CONTRACT BY TARRANT COUNTY FOR THE 51ST YEAR, COMMUNITY DEVELOPMENT BLOCK GRANT TO CAM-CRETE CONTRACTING, INC. FOR THE BID AMOUNT OF \$247,749.00 TO CONSTRUCT CITY SIDEWALKS ON HARVEY STREET, GLENDALE STREET, AND BOVELL DRIVE, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Crowley previously held a public hearing on February 06, 2025 to discuss project locations and authorize the filing of an application with Tarrant County Community Development to participate in the funding for the 51st Year Community Development Block Grant (CDBG); and

WHEREAS, the City of Crowley on June 5, 2025 received notification from Tarrant County Community Development of the award of project funding for the total of \$157,562.80, of which \$16,999.00 was allocated for engineering and \$140,563.80 was allocated for construction; and

WHEREAS, Tarrant County's consultant for this project, Teague Nall and Perkins, along with City Staff, recommends award of the Harvey Street, Glendale Street, and Bovell Drive Sidewalk project to Cam-Crete Contracting, Inc.

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

THAT the above recitals are hereby found to be true and correct, and are incorporated by reference herein.

THAT the City of Council of the City of Crowley does hereby recommend that Tarrant County accept and award the contract to, Cam-Crete Contracting, Inc. in the amount of \$247,749.00 for the City of Crowley 51st Year Community Development Block Grant (CDBG) Harvey Street, Glendale Street, and Bovell Drive Sidewalk project.

THAT funding in the amount of \$140,563.80 would come from the Tarrant County CDBG Program.

THAT additional funding in the amount of \$107,235.20 would come from the City of Crowley.

THAT this Resolution shall take effect and be in full force and effect from and after the date of its passage, and it is so resolved.

PASSED and **APPROVED** at a regular meeting of the City Council of Crowley, Texas, on this 4th day of June 2026.

ATTEST

SIGNED:

Carol Cannady
City Secretary

Billy P. Davis, Mayor



www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
KATY
THE WOODLANDS
HOUSTON

May 8, 2026

Mike Rocamontes
City of Crowley
201 E Main St
Crowley, Texas 76036

**RE: 51st Year CDBG Project – City of Crowley
Sidewalk Improvements
TNP# TAR25590
Recommendation for Award**

Mike:

The bid opening for the 51st Year CDBG Sidewalk Improvements project was held at the Tarrant County Community Development offices on Wednesday, April 29, 2026. Fifteen responsive bids were received and are summarized in the attached bid tabulation.

The apparent responsive low bidder is Cam-Crete Contracting, Inc. Based on references provided and researched by TNP, we recommend that the City of Crowley recommend the County award the contract for construction of the 51st Year Sidewalk Improvements project to Cam-Crete Contracting, Inc. for their bid amount of \$247,749.00.

The 51st Year CDBG construction funds amount to \$140,563.80 for construction of this project. Therefore, \$107,185.20 is the additional amount required from the City for construction.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

tnp
teague nall & perkins

William Klump, PE
Project Manager

☎ 817.665.7189 direct | 254.716.3760 mobile | 817.336.5773 front desk
📍 5237 N. Riverside Drive, Suite 100 | Fort Worth, TX 76137

wklump@tnpinc.com
www.tnpinc.com

ENCLOSURE

Copy: Wren Davis – Tarrant County CDBG



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin, Heather Gwin	Meeting Date: June 4, 2026
Department: Asst City Managers	Agenda Item: IV.5.
Subject: Discuss and consider approval of budget amendment #2 to the 2025-2026 water fund.	

Background:

The utility department would like to self-perform a wastewater improvement project necessary to accommodate increased capacity and correct existing infrastructure failures along the north side of Beverly. The existing 6-inch sanitary sewer line running along the north side of Beverly Street is made of clay pipe and has multiple failure points along its existing route. There is an existing 8-inch sanitary line running along the south side of Beverly Street that could accommodate the capacity of the failing and undersized 6-inch sanitary line. The project scope under consideration would transfer the existing capacity from the old clay sanitary line to the newer sanitary line on the south side of Beverly. Teague, Nall & Perkins (TNP) has confirmed that this transfer of capacity would not exceed the flow capacity of the existing pipe on the south side of Beverly.

The main area impacted by the project would be within the right-of-way of Beverly Street to the west of the South Heights intersection. The new sanitary line will extend across Beverly Street through an open trench cut across the asphalt roadway. This work will require minor lane shifting and potential lane closures during the project.

The financial impact of the project is estimated at \$50,085. This project cost has been further illustrated in the estimated project cost breakdown included with this request. It should be noted that the total project cost being requested does include the \$23,500 professional engineering contract cost.

In reviewing the 2025-2026 water fund budget, staff determined that revenues from the commercial water revenues could be utilized to cover this project expense if approved by the council.

Recommendation:

Staff recommends approval of the budget amendment as requested.

Financial Information:

The financial impact of the project could be funded through revenues from the 2025-2026 water fund if approved.

Attachments:

1. FY 2025-26 Budget Amendment #2-1
2. Beverly sewer

**City of Crowley
FY2025-26 Budget**

Budget Amendment #2

Water Fund:

Revenues:

50-00-45520

Commercial Water

50,085

50,085

Expenditures:

50-60-5594.02

Beverly & S Heights Sewer

50,085

50,085

Beverly and South Heights Sewer Transfer Project Estimates

	QTY	UNIT	UNIT COST	TOTAL
Outside Services:				
Erosion Control	1	LOT	130	\$ 130
Cast in Place Manholes (labor)	3	EA	1600	\$ 4,800
Concrete (for manholes)	12	CY	200	\$ 2,400
Testing 4 trips/15 breaks/1 compaction EST				\$ 2,200
TNP Design				\$ 23,500
Total - Outside services and materials				\$ 33,030
Materials:				
	1	LOT	4,969.28	\$ 4,969
<i>Manhole lids</i>				
<i>6" inlet boots</i>				
<i>8" inlet boots</i>				
<i>8" SDR 26</i>				
<i>8" SDR 26 Knock on Coupling</i>				
<i>Pipe soap</i>				
Backfill - limestone	2	TON	450	\$ 900
Select Fill	20	CY	26	\$ 520
Asphalt	24	TON	95	\$ 2,280
Sod	2	PALLET	200	\$ 400
Grout	10	BAG	5	\$ 50
Total - Matierials				\$ 9,119
Equipment Rental:				
Bypass Pump and Hose	1	WEEK	600	\$ 600
Trench Compactor	1	WEEK	803	\$ 803
Traffic Control (Public Work Signage) NO COST				
Total - Equipment Rental:				\$ 1,403
Project Scope Total				\$ 43,552
Project Contingency (15%)				\$ 6,533
Estimated Project Total				\$ 50,085
5/28/26 ME				



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin, Randal Manus	Meeting Date: June 4, 2026
Department: Asst City Managers	Agenda Item: IV.6.
Subject: Discuss and consider authorizing the City Manager or her designee to execute a professional services contract with Teague, Nall & Perkins for the design of a wastewater improvement project.	

Background:

The utility department would like to self-perform a wastewater improvement project necessary to accommodate increased capacity and correct existing infrastructure failures along the north side of Beverly. The existing 6-inch sanitary sewer line running along the north side of Beverly Street is made of clay pipe and has multiple failure points along its existing route. There is an existing 8-inch sanitary line running along the south side of Beverly Street that could accommodate the capacity of the failing and undersized 6-inch sanitary line. The project scope under consideration would transfer the existing capacity from the old clay sanitary line to the newer sanitary line on the south side of Beverly. Teague, Nall & Perkins (TNP) has confirmed that this transfer of capacity would not exceed the flow capacity of the existing pipe on the south side of Beverly.

TNP provided staff a proposal for the necessary survey, design, and construction coordination efforts for the scope of the project. The total cost for the professional services contract would be \$23,500, as identified in the proposal included within this request.

Recommendation:

Staff recommends authorizing the City Manager or her designee to execute the professional services contract with Teague, Nall, and Perkins for the scope of the project.

Financial Information:

The fee for services could be paid for out of revenue funds from the fiscal year 2025-2026 water fund, pending approval of that budget amendment.

Attachments:

1. TNP design proposal



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: **BEVERLY STREET EMERGENCY SEWER REROUTE**

TNP PROJECT NUMBER: **CRO 26353**

CLIENT: City of Crowley
ADDRESS: 201 E. Main Street
Crowley, TX 76036

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

Article I

SCOPE: Provide engineering, surveying, and construction administration services for the Beverly Street Emergency Sewer Reroute project. The project is located at the intersection of Beverly Street and S. Heights Drive, in Crowley, Texas.

The project includes the installation of approximately 110 linear feet of 8" PVC sanitary sewer pipe by open cut, the construction of two sanitary sewer manholes, and associated pipe connections and permanent asphalt pavement repair.

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

Article II

COMPENSATION to be on the basis of the following:

- A. Basic Services: The **CONSULTANT's** compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of **\$23,500.00**, which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, airfare, and lodging. Payment to the **CONSULTANT** shall be due in monthly installments based on the **CONSULTANT's** estimate of the percentage of the contract completed during the billing period.
- B. Special Services: No Special Services are anticipated for this project.
- C. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the **CONSULTANT** to other entities shall be invoiced at 1.10 times actual cost.

- D. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to, the services listed as additional services in Attachment 'A'.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described in Attachment 'A'.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the number of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

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

FEE SUMMARY:

Basic Services

Task 1: Surveying Services	\$ 6,000	(Fixed Fee)
Task 2: Engineering Services (Design)	\$ 12,500	(Fixed Fee)
Task 3: Engineering Services (Const. Admin.)	\$ 5,000	(Fixed Fee)
Total	\$ 23,500	

- F. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-1'.

Article III

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

Article IV

CONTRACT PROVISIONS: The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".



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

Approved by CLIENT:

City of Crowley

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: _____
Title: _____
Date: _____

By:  _____
Title: Team Leader, Principal
Date: May 19, 2026

Firm Contact Information:

Fort Worth Office
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Ryan Jones, PE

TNP Firm  Registrations
Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

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

2. DIRECT EXPENSES

For Hourly Reimbursable payment terms, a fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Fixed Fee totals include expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging.

3. OUTSIDE SERVICES

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

4. OPINION OF PROBABLE COST

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

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or reasonably rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

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

7. LEGAL EXPENSES

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

8. PAYMENT TO CONSULTANT

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

9. ADDITIONAL SERVICES

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

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

11. SURVEYING SERVICES

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

12. LANDSCAPE ARCHITECT SERVICES

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

13. INVALIDITY CLAUSE

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

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

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

17. SITE VISITS

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

18. CHOICE OF LAW; VENUE

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

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

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

20. ATTORNEY FEES

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

21. MISCELLANEOUS

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

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services necessary for the development of the project:

DESIGN AND CONSTRUCTION SERVICES FOR BEVERLY STREET EMERGENCY SEWER REROUTE

CITY OF CROWLEY

PROJECT DESCRIPTION:

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the CLIENT and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

WORK TO BE PERFORMED

The Consultant shall provide engineering, surveying, and construction administration services for the Beverly Street Emergency Sewer Reroute project. The existing 6" clay sewer on the north side of Beverly Street is in poor condition and is under capacity to handle additional flows anticipated from the Crowley High School Replacement project.

The project includes the installation of approximately 110 linear feet of 8" PVC sanitary sewer pipe by open cut, the construction of two sanitary sewer manholes, and associated pipe connections and permanent asphalt pavement repair. The project limits are shown in **Figure 1**.

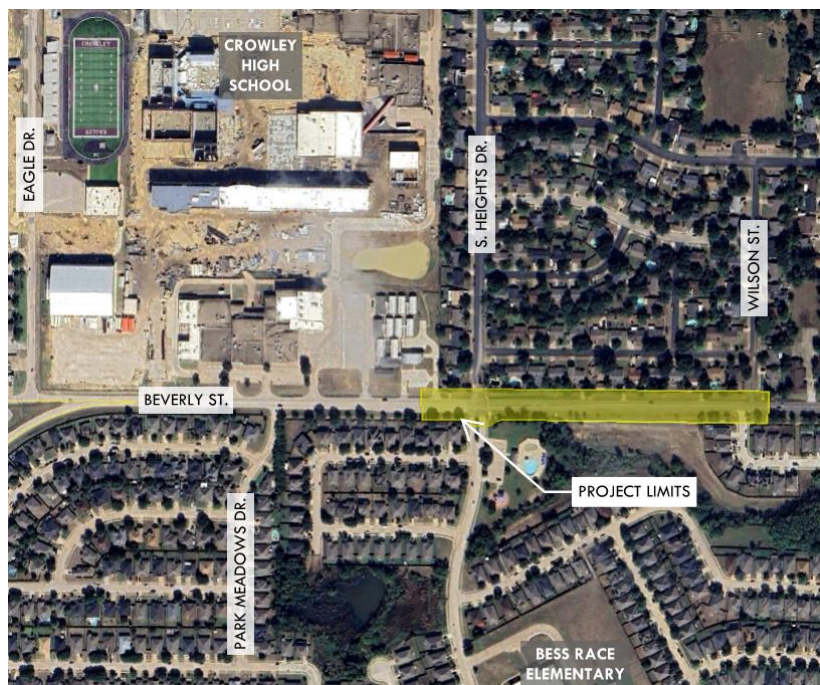


Figure 1: Project Limits

The following tasks have been identified for inclusion as Basic Services:

- Task 1. Survey Services
- Task 2. Engineering Services (Design)
- Task 3. Engineering Services (Construction Administration)

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A conceptual project schedule based on the Scope is as follows:

Project Milestone Schedule	
Project Milestone	Projected Completion
Notice to Proceed	05.25.26
Survey Complete	06.12.26
Final (90%) Submittal	07.03.26
City Review Complete	07.10.26
Construction Document Submittal	07.17.26
Construction NTP	07.20.26
Construction Complete	08.07.26

It is understood and mutually agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that Consultant's ability to perform the scope of service is dependent upon timely receipt of information and data from the Client, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the Client become delayed or not provided in a timely manner. It is anticipated that the life of this service agreement will be no more than **three (3) months** after receiving the authorization to proceed. If necessary and mutually agreed in writing by both parties, the contract's duration can be extended.

BASIS FOR SCOPE OF SERVICES

The following assumptions were used by the CONSULTANT for the preparation of the scope of Basic Services for this Project and the determination of fees. In the event that there are changes to the scope of work, a contract fee amendment may be necessary.

1. The Project will be based on the design and construction to reroute the sanitary sewer on the north side of Beverly Street west of Wilson Street to the existing 8" sanitary sewer main on the south side of Beverly Street.
2. Engineering services include the analysis to determine the location and extent to reroute the sewer line and the development of construction plans and details.
3. No specifications are included in the scope of services.
4. Survey services will include detailed topo survey and approximated right-of-way (ROW). No detailed boundary survey will be performed.
5. No ROW or easements are anticipated and, therefore, are not included in the scope.
6. No geotechnical services are included in this scope of services.
7. No environmental services are included in this scope of services.
8. Utility design beyond the reroute of the sanitary sewer line as described above is not included in this scope of work.
9. A detailed Traffic Control Plan (TCP) is not included in this scope of work. TxDOT TCP standard details will be included in the plans to be used by the City for maintenance of traffic.
10. The plans will be based on City of Crowley's standards and criteria that are in place at the time this agreement is executed. In the event that other standards are imposed or other entities become involved in the review process, the stated fees may need to be renegotiated to account for any additional effort on the part of the Engineer.
11. No construction staking is included in the scope of this Project.
12. No subsurface utility engineering (SUE) services are included in this scope of work.
13. No public meeting is anticipated for the Project.
14. No advertisement or bidding is anticipated for this project.
15. No construction inspection is anticipated for this project.

DETAILED SCOPE OF SERVICES:

TASK 1. SURVEY SERVICES

CONSULTANT will perform surveying services for the project as follows.

1. The Survey will identify topography (one-foot contours), visible features and above ground improvements including pavement, curbs, structures, fences, trees (1" dbh and larger), sidewalks, trails, utilities based on an 811 locate request, valves, manholes, hydrants, storm drain outfalls, inverts, and other pertinent features within the project area as shown on Attachment "A".
2. Additional manholes shown outside of area of topography will be located horizontally and vertically with elevations to inverts.

A minimum of two (2) benchmarks shall be established within or near the survey corridor for use during the design and construction phases of the project.

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

Deliverables shall include an electronic base map prepared in Civil 3D format, for in-house design purposes only.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Vertical Datum shall be based on NAVD88.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

ASSUMPTIONS

- Construction staking to be performed by City forces.
- A comprehensive tree survey is not part of the scope of services.
- Right-of-way and/or easement documents are not part of the scope of services.

DELIVERABLES

AutoCAD Civil 3D base map for in-house design purposes only.

TASK 2. ENGINEERING SERVICES (DESIGN)

A. Data Collection

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

B. Project Management

- Managing the Team
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Task and allocate team resources
- Communications and Reporting
 - Conduct review meetings with the CLIENT at the end of each design phase.
 - Conduct site visits on an as-needed basis for investigations and coordination during the design process.
 - Prepare and submit monthly progress reports in the format requested by the CLIENT.
 - Prepare and submit an anticipated Project Schedule. Provide schedule updates as the Project progresses through the design process.
 - Coordinate with CLIENT, utilities, property owners, and other agencies and entities for the planning and design of the proposed infrastructure and provide and obtain information needed to prepare the design.

- **Personnel and Vehicle Identification:** When conducting site visits to the project location, the CONSULTANT or any of its sub-consultants shall carry readily available information identifying the name of the company and the company representative.

C. Sanitary Sewer Design

- CONSULTANT will design approximately 110 linear feet of 8" PVC sanitary sewer to reroute the sanitary sewer flows on the north side of Beverly Street west of Wilson Street to the existing 8" sanitary sewer main on the south side of Beverly Street.
- CONSULTANT shall evaluate the proposed location for the sanitary sewer crossing using the topographic survey and record drawing information. The limits of sanitary sewer replacement and reroute will be refined and adjusted as additional information is collected via the design survey and investigations.

The CONSULTANT will prepare special details that are not already included in the CLIENT's standard details.

D. Plan Development

- Sanitary sewer crossing plan and profile sheet - which shows the following:
 - Proposed location of sanitary sewer crossing to divert flows from the sanitary sewer main on the north side of Beverly Street to the existing 8" sanitary sewer main on the south side of Beverly Street
 - Proposed replacement of the sanitary sewer line from the proposed crossing manhole to the existing manhole at S. Heights Drive to reverse the flow direction to the crossing
 - Proposed permanent asphalt pavement replacement across Beverly Street and on S. Heights Drive
 - Property ownership information
 - Existing utilities
- Standards - Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

E. Project Quantities and Opinion of Probable Cost

- Project quantities and an Opinion of Probable Construction Cost will be a part of the 90% and construction document submittals, as outlined below.
- The CONSULTANT's opinion of probable construction costs will be prepared for the entire project using current unit cost data. These opinions of cost will be provided on the basis of CONSULTANT's experience and professional judgment, but will not imply any warranty that final project costs might not vary from the cost opinions provided, since neither the CONSULTANT nor the City have any control over market conditions or material costs.

F. Private Utility Coordination

- The CONSULTANT shall review surveyed 811 utility locations to evaluate utility clearance. Franchise utilities will be notified of potential conflicts, if any are identified.

G. Submittals

- Final Plans (90%) - The final plans will include essentially complete sanitary sewer plan and profiles, and any standard details necessary for construction. CONSULTANT shall submit a PDF copy of the final plan set for City review, along with a PDF copy of Opinion of Probable Construction Cost.
- Construction Documents - Construction documents will be based on City review comments of the final plan submittal. Deliverables will include a PDF copy of the final plan set, along with a final Opinion of Probable Construction Cost.

ASSUMPTIONS

- The Project will be designed in accordance with the CLIENT's Design Standards & Criteria. If the CLIENT makes significant changes to its design standards during the design process and these changes require additional effort or work on behalf of the Engineer, it may be necessary to execute a fee amendment to cover the additional work.
- CONSULTANT shall not proceed with subsequent design activities without obtaining the CLIENT's approval of the previous design plan submittal.
- Construction will be performed by City forces, so no contract documents will be prepared and no bidding process will be necessary.
- No SWPPP will be required for the project.

DELIVERABLES

- A. Meeting minutes with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Project schedule with updates
- E. Electronic submission of PDF plans at each milestone submittal
- F. Opinion of probable construction cost at each milestone submittal
- G. Construction Documents

TASK 3. ENGINEERING (CONSTRUCTION ADMINISTRATION)

CONSULTANT will provide construction administration services for the project as follows.

A. Construction Support

- CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the City forces, or the safety precautions and programs incident to the work of the City forces.
- Assemble construction plans for distribution to City forces.
 - Two (2) full-size and four (4) half-size sets of conformed plans.
- Maintain record of field changes and provide for filing and retrieval of Project documentation.
- Provide interpretations and clarifications of construction plans, and prepare plan revisions if necessary.
- Participate in up to two (2) meetings with the CLIENT for the purpose of coordination or to address construction-related issues.
- The CONSULTANT shall prepare Record Drawings using information provided by the CLIENT. Record drawings shall consist of PDF and AutoCAD (Civil 3D) versions provided to the CLIENT for download.

ASSUMPTIONS

- The length of construction is anticipated to be a period of three (3) weeks.

DELIVERABLES

- A. Meeting agenda and minutes
- B. Plan revisions, if field conditions require
- C. Record drawings

ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

CLIENT and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CLIENT's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Preparation of storm drain or water utility design or plans.
- Geotechnical services.
- Environmental investigations or permitting.
- Real estate appraisal services.
- Preparation of ROW or easement documents.
- ROW or easement acquisition services.
- CCTV inspection of existing utilities.
- Subsurface utility engineering (SUE) services.
- Utility verification.
- Preparation of detailed traffic control or phasing plans.
- Preparation of a SWPPP.
- Services related to the development of the CLIENT's project financing and/or budget.
- Preparation of specifications and contract documents.
- Services related to advertising or bidding.
- Performance of materials testing or specialty testing services.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to Survey Construction Staking beyond those listed in the scope of services.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT.
- Public outreach support and public meeting attendance.
- Performance of miscellaneous and supplemental services related to the project as requested by the CLIENT.
- Construction staking.
- Construction inspection.

Attachment B

Teague Nall and Perkins, Inc.

Standard Hourly Rates

Effective Date: December 15, 2025

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Intern	\$95.00
Clerical	\$100.00
ROW Tech	\$120.00
CAD Technician	\$130.00
Title Agent	\$135.00
Engineer I/II	\$150.00
Landscape Designer	\$150.00
ROW Agent	\$155.00
Senior CAD Technician	\$165.00
Engineer III/IV	\$180.00
Designer	\$190.00
IT Technician	\$190.00
Senior ROW Agent	\$195.00
Relocation Agent	\$195.00
Project Engineer	\$205.00
Senior Designer	\$205.00
Landscape Architect / Planner	\$210.00
Structural Engineer	\$240.00
Project Manager	\$245.00
ROW Manager	\$265.00
Senior Engineer	\$290.00
Senior Landscape Architect/Planner	\$290.00
Senior Structural Engineer	\$295.00
Senior Project Manager	\$300.00
Team Leader	\$310.00
Principal or Director	\$340.00

Surveying	Hourly Billing Rate
Flagger	\$75.00
Survey Technician	\$145.00
Abstractor (Property Deed Research)	\$145.00
S.I.T. or Senior Survey Technician	\$160.00
Field Coordinator	\$165.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$220.00
Registered Professional Land Surveyor (RPLS)	\$280.00
3-Person Field Crew w/Equipment**	\$295.00
Terrestrial Scanning Equipment & Crew	\$300.00
Survey Manager	\$340.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$500.00

Project Name: Beverly Street Emergency Sewer Reroute

Client: City of Crowley

TNP Project #: CRO26353

Date: 05/18/2026

Hourly	
Utility Management, Utility Coordination, and SUE	Billing Rate
Utility Location Specialist	\$140.00
Utility Coordinator	\$170.00
1-Person Designator Crew w/Equipment***	\$170.00
Sr. Utility Location Specialist	\$180.00
SUE Field Manager	\$200.00
2-Person Designator Crew w/Equipment***	\$235.00
Senior Utility Coordinator	\$250.00
3- Person Designator Crew w/Equipment***	\$335.00
2-Person Vac Excavator Crew – Vac Trailer (Exposing Utility Only)	\$350.00 (4 hr. min.)
2-Person Vac Excavator Crew – 4 Yard Vac Truck (Exposing Utility Only)	\$375.00 (4 hr. min.)
2-Person Vac Excavator Crew – 12 Yard Vac Truck (Exposing Utility Only)	\$400.00 (4 hr. min.)
Core Drill (equipment only)	\$830.00 per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,700.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$3,200.00 each

Hourly	
Construction Management, Construction Engineering and Inspection (CEI)	Billing Rate
Construction Inspector I/II	\$120.00
Construction Inspector III	\$150.00
Senior Construction Inspector	\$175.00
Construction Manager	\$245.00
Senior Construction Manager	\$300.00

Direct Cost Reimbursables

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

Notes:

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

* Rates shown are effective as of Dec.15, 2025 and are subject to change.

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

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

**** Level B Designation required prior to Level A Test Hole. Cost of Level B work not included.



ATTACHMENT 'B-1' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Randal Manus
City of Crowley
201 E. Main Street
Crowley, Texas 76036

Invoice number
Date

Beverly Street Emergency Sewer Reroute CRO26353

Professional services rendered for the month ending June 30,2026

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Basic Services	23,500.00	40.00	9,400.00	62,000.00	9,400.00
Total	23,500.00	40.00	9,400.00	0.00	9,400.00

Invoice total **9,400.00**

Please show project number on all payments of this statement

ATTACHMENT 'C'

PROJECT SCHEDULE

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

1. Perform field surveys, data collection and final design in 39 calendar days from Authorization to Proceed by Client.
2. Provide construction documents in 7 calendar days from approval of final design plans.

Addendum to Professional Services Agreement

This Addendum is expressly incorporated into and made part of the Professional Services Agreement between the City of Crowley, Texas ("City") and Teague Nall and Perkins, Inc. ("Consultant") relating to the Beverly Street Emergency Sewer Reroute project ("Project"). To the extent of any conflict between this Addendum and the terms of the Professional Services Agreement, this Addendum shall control.

INDEMNITY. CONSULTANT does hereby covenant and agree to release, indemnify and hold harmless CITY and its officials, officers, agents, representatives, employees, and invitees from and against any and all liability, claims, suits, demands and/or causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise by reason of death or injury to property or persons but only to the extent occasioned by any error, omission or negligent act of CONSULTANT, its officials, officers, agents, employees, invitees or other persons for whom CONSULTANT is legally liable with regard to the performance of this Contract, and CONSULTANT will, at its own cost and expense, defend and protect CITY against any and all such claims and demands.

INSURANCE. Consultant shall maintain throughout the period of this Project and for a period of three years thereafter, a standard form of errors and omissions insurance with an insurance company satisfactory to the City. Consultant shall also maintain insurance coverage for commercial general liability, automobile liability, and workers' compensation in forms and amounts satisfactory to City.

USE OF DOCUMENTS.

A. Subject to Consultant having been paid in full by Client for services rendered, all documents prepared by Consultant relating to the Project shall become the property of the Client with the right to use the documents for the Project, extensions of the Project, and related uses.

B. In the event of termination, Consultant shall deliver to the City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by Consultant under this Agreement. In the event of any termination hereunder, Consultant consents to City's selection of another Consultant of professional services of City's choice to assist the City in any way in completing the Project. Provided that Consultant has been properly paid under this Agreement, Consultant further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. Consultant shall not be responsible or liable in any manner for City's use of unfinished work product or documents listed above.

INDEPENDENT CONTRACTOR. Consultant shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the City and Consultant shall have the exclusive right to control services performed hereunder by Consultant, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees and sub-consultants. Nothing herein shall be construed as creating a partnership or joint venture between City and Consultant, its officers, agents, employees and sub-

consultants; and the doctrine of respondeat superior has no application as between City and Consultant.

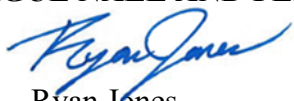
TEXAS GOVERNMENT CODE VERIFICATIONS. Consultant verifies and certifies that it does not and during the duration of this Agreement will not:

- A. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- B. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- C. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- D. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- E. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

CITY OF CROWLEY, TEXAS

By: _____
Its: _____
Date: _____

TEAGUE NALL AND PERKINS, INC.


By: Ryan Jones
Its: Team Leader, Principal
Date: May 19, 2026