



**Agenda
Crowley City Council
July 16, 2026
Regular Session - 7:00 PM**

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

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

Regular Session - July 16, 2026 - 7:00 PM

I. Call to Order and Roll Call

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

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

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

III. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

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

IV. City Business

1. Discuss and consider Fiscal Year 2026-27 CCPD Budget Amendment #1 for the purchase of two Citizen on Patrol vehicles.
2. Discuss and consider a construction bid award in the amount of \$455,969.00 to McDonald Municipal & Industrial, for the Water Pump Station Generator Project, and authorizing the City Manager or her designated representative to execute said contract.
3. Discuss and consider approval of Resolution R07-2026-485 approving the submission of an application for financial assistance from the Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) to fund improvements to the city's utility system in the maximum award limit of \$21,000,000; and other matters in connection therewith.
4. Discuss and consider approval of a Memorandum of Understanding (MOU) with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) to allow the Crowley Fire Department to participate in the Texas Department of State Health Services Prehospital Whole Blood Pilot Program.
5. Discuss and consider approval of the First Amendment to the Developer's Agreement for the MiraVerde Phase 2 addition between the City of Crowley and Lennar Homes of Texas

Land and Construction, Ltd.

6. Discuss and consider approval of resolution R07-2026-486 approving a five-year capital improvement budget for the Karis Municipal Management District.
7. Discuss and consider entering into an Interlocal Agreement (ILA) with the Crowley Independent School District for Eagle Drive Pedestrian Crossing Improvements.

V. Advisory Boards and Commissions

1. Consider nominating and/or appointing Nina Campbell to the Parks and Recreation Board.

VI. Public Comment

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

VII. Items of Community Interest

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

VIII. Executive Session

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

IX. Reconvene and Take Action from Executive Session

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

X. Adjournment

I, the undersigned authority, do hereby certify that this Agenda of the Crowley City Council Regular meeting to be held on July 16, 2026 at 7:00 PM is a true and correct copy posted on July 10, 2026 at 4:30 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:	Meeting Date: July 16, 2026
Department: City Secretary	Agenda Item: III.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on July 2, 2026.	

Background:

Pursuant to Section 551.021 of the Texas Government Code, every governmental body shall prepare and retain minutes of each open meeting.

Recommendation:

Recommend reviewing the minutes and suggesting changes as needed or approving as is.

Financial Information:

None

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Kit Long	Meeting Date: July 16, 2026
Department: Police	Agenda Item: IV.1.
Subject: Discuss and consider Fiscal Year 2026-27 CCPD Budget Amendment #1 for the purchase of two Citizen on Patrol vehicles.	

Background:

The Crowley Police Department respectfully requests approval of a budget amendment for the purchase of two vehicles to support the Citizens on Patrol (COP) program.

The COP program currently operates with two vehicles that were previously assigned to patrol operations. Due to extensive prior use, both vehicles have accumulated high mileage and significant wear and tear. As a result, maintenance and repair expenses have increased substantially and are no longer cost-effective, with some repair costs exceeding the value of the vehicles themselves.

In addition, the current fleet lacks uniformity, consisting of a pickup truck and an SUV of different makes and colors. Some COP volunteers are not comfortable operating the pickup truck, resulting in disproportionate use of the SUV. This imbalance accelerates vehicle wear, limits operational efficiency, and reduces the overall effectiveness of the program.

While the purchase of two replacement vehicles represents a significant investment, it will provide a reliable, standardized fleet for the COP program, reduce ongoing maintenance costs, and help ensure the long-term sustainability of the program and its continued service to the citizens of Crowley.

Recommendation:

Staff requests Council consideration and approval of CCPD 2026-27 Budget Amendment #2.

Financial Information:

The cost of the two vehicles is \$63,520. After this purchase, the surplus of revenues over expenditures will be \$496,886.

Attachments:

1. COP Vehicle
2. CCPD Budget Amendment #1 26-27
3. CCPD 26-27 Budget (2)



PRODUCT PRICING SUMMARY

240901 TIPS USA TRANSPORTATION VEHICLES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF CROWLEY

Prepared by: LUCK BROWN

Contact: LT MICHAEL TATE 817.800.9198

Phone: 409.659.1555

Email: mtate@ci.crowley.tx.us

Email: RBROWN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVROLET EQUINOX

Date: April 27, 2026

A. Bid Item: IXP26

A. Base Price: 1 \$ 284,720.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET EQUINOX LT	\$ -		EXTERIOR- WHITE	
	4 CYL ENGINE W/ AUTOMATIC	\$ -		INTERIOR- MED ASH	
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
	CHEVROLET SAFETY ASSIST	\$ -			
Total of B. Published Options:					\$ -

Published Option Discount (5%) 1 \$ -

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

1 \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

1 \$ -

F. Contract Price Adjustment:

G. Additional Delivery Charge:

244

1 \$ 488.00

H. Subtotal:

\$ 28,960.00

I. Quantity Ordered 2 x H =

\$ 57,920.00

J. Trade in:

K. Total Purchase Price

\$ 57,920.00



ESTIMATE

4625 Homestead Way
Joshua, TX 76058
Phone: 817-360-2224

Estimate Number: 7851
Date: 4-28-2026

Billing Address:		Shipping Address:	
Company:	Crowley Police Department	Company:	
Name:	Lt. Tate	Name:	
Address:		Address:	
City/State/Zip		City/State/Zip	

Order Information: Chevy Equinox for C.O.P.

Qty	Part#	Product Description	Amount Each	Amount
1	F-TKFE47AA	STL K-Force® Elite 47 TIR Full Size LED Light Bar with Supreme Control Box (amber/amber with takedown/allev, Gutter mount)	\$1,260.00	\$1,260.00
1	GRAPHICS	Graphics To Meet Department Approval	\$1,000.00	\$1,000.00
3	INSTALL	Installation of Light Bar	\$130.00	\$390.00
1	SHOP	Shop Supplies	\$100.00	\$100.00
			Subtotal:	\$2,750.00
			Tax:	Tax Exempt
			Shipping:	\$50.00
			Grand Total:	\$2,800.00

QUOTE VAUD FOR 30 OAYS

Due to ongoing uncertainties related to tariff regulations, prices are subject to change at the time of ordering and pricing will need to be verified at that time

Marshal Stuff Inc. is not responsible for any damage to a vehicle left on the premises due to weather or acts of God

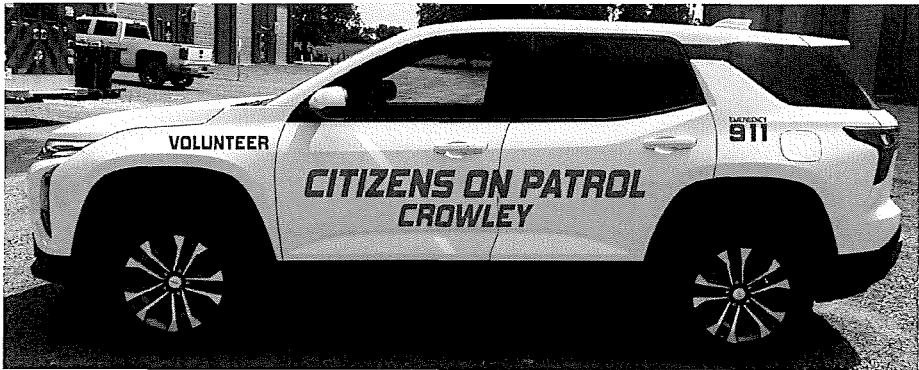
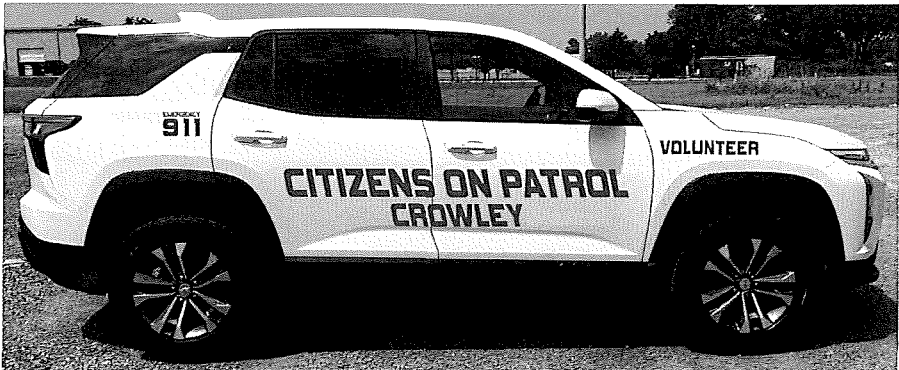
Work will begin upon client approval of the quote. Pricing is based on the scope of the work outlined above and may be billed at completion or, if needed, at reasonable points during the project as work progresses. In the event the project is paused, changed or canceled after work has begun, client agrees to pay for labor performed, materials ordered and costs incurred to date. Final payment is due prior to delivery of the completed vehicle.

Client Signature: _____

Date: _____

Graphics Proof V1 Proof Date: 4/28/26

Client Name: Terry Hambley Company: Marshal Stuff Email: marshalstuffinc@gmail.com



Printed Reflective Decals	1	\$1,000.00	\$1,000.00
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Customer Approval Date: _____

Installation Q.A.: _____

Date: _____

**Crime Control and Prevention District
FY 2026-27 Budget**

Budget Amendment #1

Revenues:

2026-27 Budget Revenue over Expenditures	\$	560,406
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Expenditures:

2026 Chevrolet Equinox (2) - Citizens on Patrol	63,520
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Total Expenditures	\$	63,520
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Net Revenue over Expenditures	\$	496,886
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Crime Control & Prevention District Budget 2026-27 Updated 7/16/26			
Revenue:			
Sales Tax Revenue		\$	1,691,653
Interest Income			10,000
Total Income		\$	1,701,653
Expenses:			
Bond Payments			
2024 Bond			
Principal		\$	90,000
Interest			100,950
		\$	190,950
<u>Recurring Costs:</u>			
5101 Full Time Salaries		\$	273,057.45
5106 Cash Option			-
5110 Overtime			8,000
5111 City Event OverTime (includes COF)			35,190
5121 Longevity			2,620
5140 Medicare			4,624
5141 Fica			19,770
5142 TMRS			40,656
5144 Insurance			42,679
<i>Total Personnel Costs</i>		\$	426,596
Materials and Supplies			
5220 Uniforms, Equipment			-
5230 Ammunition (for Training)			21,000
5249 ID cards			4,000
<i>Total Materials & Supplies</i>		\$	25,000
Services			
5302 Mobile Phones (Cell Phones, iPads & Drone)			16,440
5355 Motorola Solutions Software			34,005
5355 Fort Worth SUA			15,430
5355 Johnson County Broadband contract			42,607
5355 Axon Five Year maintenance/license contract			70,000
5355 VistaCom Voice Logger maintenance contract			22,127
5355 VistaCom P25 Motorola Licensing			12,831
5355 Spectrum Internet Fiber Optics			8,100
5355 Spectrum Radio Ethernet			12,000
5355 Mentalix (fingerprint machine)			6,140
5355 TPCA Best Practices			2,000
5355 Flock Safety			30,000
5355 LEFTA (SHIELD)			6,340
5355 Vector			2,450
5355 Axon Air-Skydio X-10 Patrol DFR Subscription (Drone)			3,906
5355 Axon Air-Skydio 3D Scan for X-10 (Drone)			4,557
5355 FARO Zone 3D (Drone)			1,802
5379 Criticall - Testing for Dispatchers			3,628
5379 Personnel Background Investigations Services			6,650
5380 NextRequest - Public Request Software			3,245
<i>Total Services</i>		\$	304,258
Miscellaneous			
5702 Training and Travel			5,300
5704 Dues and Memberships			685
5725 Community Outreach Programs (detailed below)			26,980
<i>Total Miscellaneous</i>		\$	32,965
Subtotal Programs & Recurring Costs		\$	788,819
<u>Equipment and One Time Costs:</u>			
5251 Apple iPad Air 13" 128gb (3)			3,114
5503 70G Firewall and 1 year support (2)			9,000
5506 2026 Chevrolet Traverse			59,858
5506 2026 Chevrolet Equinox (2) - Citizens on Patrol			63,520
5509 Office Chairs - 28 total			5,364
5509 30'x6' Barrier System with Canopy			5,496
5509 ALERRT Level 1 Kit			60,744
5509 Axon Air DFR Patrol Plan (Drone)			17,902
Subtotal Equipment and One Time Purchases		\$	224,998
Total Expenses		\$	1,204,767
Revenues over (under) expenses		\$	496,886
<u>Detail of Programs:</u>			
			2026-27
5725.03 Youth Activity Center Programs			-
5725.04 Crowley Area Teen Community Helpers/Adult Supervision			-
5725.05 Citizens Police Academy			500
5725.06 National Night Out			10,400
5725.07 Crime Prevention Materials			2,000
5725.08 Bicycle/Skateboard Safety Program			3,000
5725.09 Citizens On Patrol Program			4,500
5725.10 Bike/ATV Patrol			1,000
5725.11 Alliance for Children			5,580
Total Programs			\$ 26,980



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: July 16, 2026
Department: Asst City Managers	Agenda Item: IV.2.
Subject: Discuss and consider a construction bid award in the amount of \$455,969.00 to McDonald Municipal & Industrial, for the Water Pump Station Generator Project, and authorizing the City Manager or her designated representative to execute said contract.	

Background:

The water department staff has worked with Baird, Hampton, Brown and Teague, Nall and Perkins to design a project at the water pump station located near the intersection of Main Street and FM 1187. This project includes site lighting improvements, electrical improvements including the installation of a backup generator, and associated screening elements around the generator. This location is an entry point for our water system containing ground storage tanks, distribution pumps and critical water system control equipment that communicate with the rest of the water system. This project is also seeking to provide the critical backup necessary to ensure adequate system operations during a power outage.

The project was posted in the Star-Telegram, the city's website, and listed on the online platform Civicast.com. On June 18, 2026, the public bid opening was held, during which 7 bids were read aloud publicly. The project engineers reviewed the bids for conformance to the project specifications outlined in the project manual. The bid tabulation is attached to the packet for review. They also researched and verified past projects of similar scope to confirm contractor qualifications.

One of the requirements outlined in the project bid documents was the requirement made by the city that the prime contractor shall perform at least 50% of the project scope using the prime's own workforce. The low bidder on this project stated they would only be performing 3.36% of the work with the remainder being performed by a subcontractor. This level of outsourcing has not proven beneficial to the quality and delivery of past projects. For this reason, city staff, along with the project engineers, are not recommending award to the lowest bidder.

The qualified bidder being recommended is McDonald Municipal & Industrial for the total project amount of \$455,969.00.

Recommendation:

Staff and project engineer recommend the award of the project to McDonald Municipal & Industrial based on contract document qualifications and reference verifications and authorize the City Manager or her designee to execute said contract.

Financial Information:

This project can be funded from the 2016 CO Bond.

Attachments:

1. Crowley Pump Station Generator Addition_Recommendation of Award
2. 2026.06.18 Pump Station Generator Addition - Bid Tab CRO 25202
3. McDonald Agreement
4. McDonald Bonds
5. McDonald Insurance



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engineers
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FORT WORTH
DENTON
ALLEN
KATY
THE WOODLANDS
HOUSTON

July 1, 2026

Matt Elgin
City of Crowley
201 E. Main
Crowley, Texas 76036

**RE: Recommendation of Award for Pump Station Generator
TNP CRO 25202**

Matt,

On June 18, 2026, the City of Crowley received and publicly read bids for the above-referenced project. A total of seven bids were received as follows:

	<u>Total Bid Amount</u>
Salvation Site Services	\$ 392,006.00
McDonald Municipal & Industrial	\$ 455,969.00
Alman Construction Services LP	\$ 520,000.00
Legacy Contracting LP	\$ 668,557.00
Texan Municipal and Industrial LLC	\$ 696,169.00
HC I&E Contractors LLC	\$ 1,036,000.00
<i>Ready Power LLC</i>	<i>Nonresponsive</i>

The Engineer's opinion of probable construction cost was \$447,131.25.

TNP checked the bids for errors and omissions and found that Ready Power LLC did not acknowledge Addendum 1 with their bid and was therefore deemed nonresponsive. Salvation Site Services was the lowest bidder, with a bid of \$392,006.00; however, they were responsible for only 3.36% of the work. The contract documents require the prime contractor to perform at least 50% of the work with its own workforce; therefore, Salvation Site Services was disqualified.

McDonald Municipal & Industrial is the second lowest bidder with a total bid of \$455,969.00. We found no errors associated with McDonald Municipal's bid.

TNP does not have prior experience with McDonald Municipal; however, they provided a list of prior project experience, with reference contacts for each project. References for previous projects included agencies and other municipalities, such as the City of Fort Worth, the Trinity River Authority, the City of Webster, and the City of Cleveland, as well as numerous other agencies across the state. Reviews received from the listed references were mostly favorable, and they appear very qualified with good, similar project experience. **Therefore, I recommend the City of Crowley award the construction contract for the Pump Station Generator project to McDonald Municipal & Industrial for the Total Bid Amount of \$ 455,969.00.**

A complete bid tabulation is attached for your use. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,
tnp

Ryan Jones, P.E.



BID TABULATION REPORT

PROJECT: Crowley Pump Station Generator
TNP JOB NO: CRO 25202
ENGINEER'S ESTIMATE: \$447,131.25
BID DATE: June 18, 2026
BID TIME: 2:00 PM

				Salvation Site Services		McDonald Municipal & Industrial		Alman Construction Services LP		Legacy Contracting LP		Texan Municipal and Industrial LLC		HC I&E Contractors LLC		Ready Power LLC	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTIT Y	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Base Bid - Crowley Pump Station Generator																	
1	Mobilization & Site Preparation	1	LS	\$8,500.00	\$8,500.00	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$25,650.00	\$25,650.00	\$29,169.00	\$29,169.00	\$75,000.00	\$75,000.00	Nonresponsive Bidder. Did not acknowledge Addendum 1 with bid proposal	
2	Joint SWPPP (Design & Implementation)	1	LS	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$15,500.00	\$15,500.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00		
3	Concrete Slab	1	LS	\$10,793.00	\$10,793.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$51,000.00	\$51,000.00	\$30,000.00	\$30,000.00	\$90,000.00	\$90,000.00		
4	Generator & Associated Electrical	1	LS	\$327,463.00	\$327,463.00	\$313,369.00	\$313,369.00	\$367,000.00	\$367,000.00	\$422,400.00	\$422,400.00	\$502,000.00	\$502,000.00	\$781,000.00	\$781,000.00		
5	Temporary Generator	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
Alternate #1 - Crowley Pump Station Generator																	
6	Concrete Masonry Wall	1	LS	\$30,550.00	\$30,550.00	\$18,500.00	\$18,500.00	\$89,000.00	\$89,000.00	\$87,742.00	\$87,742.00	\$90,000.00	\$90,000.00	\$61,000.00	\$61,000.00		
Alternate #2 - Crowley Pump Station Generator																	
7	Site Lighting	1	LS	\$2,200.00	\$2,200.00	\$29,000.00	\$29,000.00	\$26,000.00	\$26,000.00	\$56,265.00	\$56,265.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00		
Total Base Bid					\$359,256.00		\$408,469.00		\$405,000.00		\$524,550.00		\$576,169.00		\$960,000.00		
Total Base Bid + Alt #1					\$389,806.00		\$426,969.00		\$494,000.00		\$612,292.00		\$666,169.00		\$1,021,000.00		
Total Base Bid + Alt #2					\$361,456.00		\$437,469.00		\$431,000.00		\$580,815.00		\$606,169.00		\$975,000.00		
Total Base Bid + Alt #1 + Alt #2					\$392,006.00		\$455,969.00		\$520,000.00		\$668,557.00		\$696,169.00		\$1,036,000.00		

Approved:  6/23/2026

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this _____ day of _____, 2026
by and between the CITY OF CROWLEY, a municipal corporation, of the County of
Tarrant and State of Texas, hereinafter called "OWNER" and McDonald Municipal & Industrial
A Division of C.F. McDonald Electric, Inc. of
the City of Houston County of Harris and State of Texas hereinafter
called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in
this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good
and first-class workmanlike manner as specified and indicated in the Contract
Documents, of which are incorporated in this Agreement in their entirety as if they were
herein set out at length written word for word. The CONTRACTOR shall furnish all
labor, materials, tools and equipment required to perform and complete the Work in
strict accordance with these Contract Documents. The Work is described as follows:

PUMP STATION GENERATOR ADDITION

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with
the Contract Documents, the price or prices shown in the bidder's proposal, which total the
following amount:

\$ 455,969.00

ARTICLE 3.CONTRACT TIME AND LIQUIDATED DAMAGES.

The time of completion of the Contract is of the essence. The amount of time specified in the Contract to complete the Work to total (100%) Final Completion will be strictly enforced.

Contractor agrees to commence work under this contract within ten (10) days from the date specified in the "Notice to Proceed" and to totally complete the Work within a Contract Time of 150 consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the Special Provisions.

Liquidated damages will be assessed against the Contractor for failure to complete the Project to total (100%) Final Completion within the Contract Time. The Contractor and Surety agree that the liquidated damages provisions in this Contract are reasonable, facially valid, are not a penalty, and do not otherwise operate as a penalty.

For each and every calendar day that any Work shall remain incomplete after the expiration of the Contract Time, plus any authorized time extension granted in writing by the City, or as increased by extra work authorized by Change Order after the Contract is signed, the sum per calendar day of **\$500.00**, will be deducted from the moneys due the Contractor or may be charged against the Contractor, not as a penalty, but as liquidated damages. The Contractor agrees that for purposes of Texas Gov't Code Ch. 2252, a bona fide dispute exists if liquidated damages are assessed under this Contract and the City may withhold Retainage to satisfy liquidated damages owed to the City hereunder.

The sum of money thus deducted or charged for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, representing a reasonable estimate of damages, or a reasonable forecast of just compensation, because the harm caused by the breach is incapable or extremely difficult of estimation due to the public nature of the work and the likely loss to be sustained by the City and the general public, estimated at or before the time of executing this Agreement.

Further, the parties acknowledge the City's paramount purposes and duty to protect the "public fisc" and the general health, safety, and welfare of the public, and the parties agree that any alleged disparity between actual and liquidated damages shall be construed as bridgeable and acceptable as a matter of public policy and shall be calculated and construed in favor of the City.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. In accordance to Chapter 2252 of the Texas Government Code, ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.
- c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this contract nor excuse nonperformance or delay on his/her part.

ARTICLE 9. VENUE.

This contract shall be governed by the laws of the State of Texas.

ARTICLE 10. TEXAS GOVERNMENT CODE VERIFICATIONS.

The CONTRACTOR verifies and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

ARTICLE 11. TERMINATION OF AGREEMENT.

Termination with Cause. If, for any reason, CONTRACTOR shall fail to fulfill in timely and proper manner its obligation under this Agreement, OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination which shall specifying the effective date thereof, which notice must be delivered to CONTRACTOR at least three (3) days before the effective date of such termination.

Upon termination pursuant to this paragraph, CONTRACTOR shall be entitled to payment of such amounts as shall compensate CONTRACTOR for the services satisfactorily performed on or before the termination date in accordance with this Agreement. OWNER shall not be required to reimburse CONTRACTOR for any services performed or expenses incurred after notice has been received by CONTRACTOR by certified mail, return receipt requested, at the address specified below.

Termination without Cause. The OWNER may terminate this Agreement at any time, in whole or in part, without cause upon thirty (30) days written notice to the CONTRACTOR. OWNER shall pay CONTRACTOR for all services performed prior to the date of termination in accordance with the terms hereof.

ARTICLE 12. MISCELLANEOUS.

CONTRACTOR is an independent contractor and not an employee of the OWNER.

- a) In performing the work, CONTRACTOR shall comply with all federal, state and local laws, ordinances, rules and regulations.
- b) If any of the terms, provisions or requirements of this Agreement are held for any reason to be invalid, void, illegal or unenforceable as a matter of law, the remainder of the Agreement shall remain in full force and effect and shall not be impaired, affected or invalidated by such holding.
- c) The parties hereby warrant and represent that the undersigned person or persons are properly authorized to execute this Agreement on behalf of the parties.
- d) It is expressly understood and agreed that the execution of this Agreement shall in no way be construed or deemed a waiver of immunity or defense that would otherwise be available to OWNER against claims arising in the exercise of governmental powers and functions.

- e) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought hereunder shall be a court of competent jurisdiction in Tarrant County, Texas.

ARTICLE 13. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

- (1) This Agreement
- (2) Addendum(s)
- (3) "Notice to Bidders" advertisement
- (4) Bidder's Proposal
- (5) Special Instruction to Bidders
- (6) Performance, Payment and Maintenance Bonds
- (7) Certification of Insurance
- (8) Notice to Proceed
- (9) Project Construction Plans (Drawings)
- (10) Special Provisions
- (11) Technical Specifications
- (12) General Provisions
- (13) Special Specifications
- (14) Special Material and/or Equipment Specifications
- (15) Special Material and/or Equipment Drawings

IN TESTIMONY WHEREOF, the CITY OF CROWLEY has caused this instrument to be signed in its corporate name, and on its behalf by the City Manager, duly authorized to execute this instrument by the City Council and

(CONTRACTOR)

a corporation, ~~a partnership, an individual~~ ("**X**" out the inappropriate wording) acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

City of CROWLEY
OWNER

McDonald Municipal & Industrial
A Division of C.F. McDonald Electric, Inc.
CONTRACTOR

By: _____

By: _____

Title: City Manager

Title: Vice President Special Projects

ATTEST:

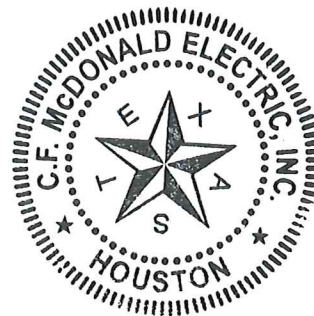
ATTEST:

By: _____

By: Michelle Road

Title: _____

Title: Assistant to Secretary



PERFORMANCE BOND

STATE OF TEXAS

§
§
§

COUNTY OF Tarrant

McDonald Municipal and Industrial-A
Division of C.F. McDonald Electric, Inc.

KNOW ALL MEN BY THESE PRESENTS: That _____ (hereinafter referred to as "Principal") of the City of Houston, County of Harris and State of Texas, and Merchants Bonding Company (Mutual) (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF CROWLEY (hereinafter referred to as "Owner"), in the penal sum of Four hundred Fifty-five thousand, nine hundred sixty-nine dollars and zero Cents not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2026, for the

PUMP STATION GENERATOR ADDITION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans (drawings), specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PERFORMANCE BOND (Continued)

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement with increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 2026.

McDonald Municipal and Industrial-A
Division of C.F. McDonald Electric, Inc.

(Principal)

By Wayne Berkenmeier

Title Vice President Special Projects

Address 5044 Timber Creek Drive

Houston, TX 77017

Merchants Bonding Company (Mutual)

(Surety)

By Maria Pallares

Title Attorney-in-Fact

Address 6700 Westown Parkway

West Des Moines, IA 50266



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; Lisa Marroquin; Maria Pallares; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay; Vladimir Chemadurov

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of September, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of September, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.



Secretary

PAYMENT BOND

STATE OF TEXAS

22

COUNTY OF Tarrant

§

McDonald Municipal and Industrial-A Division of
C.F. McDonald Electric, Inc.

KNOW ALL MEN BY THESE PRESENTS: That _____ of
the City of Houston, County of Harris and State of Texas, (hereinafter
referred to as "Principal"), and Merchants Bonding Company (Mutual)
hereinafter referred to as "Surety"), authorized under the laws of the State of
Texas to act as surety on bonds for principals, are held and firmly bound
unto THE CITY OF CROWLEY (hereinafter referred to as "Owner"), in
the penal sum Four hundred Fifty-five thousand, nine hundred sixty-nine and 00/100 dollars [not
less than 100% of the approximate total amount of the contract as evidenced
in the bid proposal] for the payment whereof, the said Principal and Surety
bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the
Owner, dated the _____ day of _____, 2026, for the

PUMP STATION GENERATOR ADDITION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract and for the use of each claimant, and that conversely should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by

PAYMENT BOND (Continued)

said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement with increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 2026.

McDonald Municipal and Industrial-A
Division of C.F. McDonald Electric, Inc.

(Principal)

By _____ Wayne Berkenmeier

Title Vice President Special Projects

Address 5044 Timber Creek Drive

Houston, TX 77017

Merchants Bonding Company (Mutual)

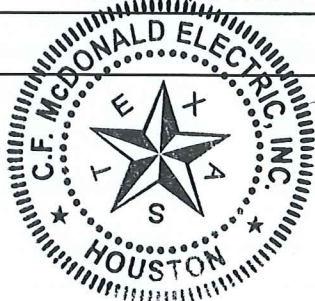
(Surety)

By _____ Maria Pallares

Title Attorney-in-Fact

Address 6700 Westown Parkway

West Des Moines, IA 50266



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; Lisa Marroquin; Maria Pallares; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay; Vladimir Chemadurov

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of September, 2025.

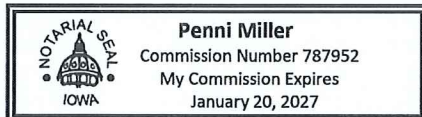


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of September, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.



Secretary

MAINTENANCE BOND

STATE OF TEXAS

§
§
§

COUNTY OF Tarrant

McDonald Municipal and Industrial-A
Division of C.F. McDonald Electric, Inc.

KNOW ALL MEN BY THESE PRESENTS: That _____ (hereinafter referred to as "Principal"), and _____ Merchants Bonding Company (Mutual) _____ (hereinafter referred to as "Surety"), are held and firmly bound unto the CITY OF CROWLEY, a municipal corporation, as Obligee, (hereinafter referred to as "Owner"), in the amount of Four hundred Fifty-five thousand, nine hundred sixty-nine and 00/100 dollars for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

Contractor has by written agreement entered into a contract with Owner for the

PUMP STATION GENERATOR ADDITION

dated the _____ day of _____, 2026 which contract is by reference made a part of this bond and is hereinafter referred to as the "Contract".

Under the Contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract documents, and perform for a period of two (2) years from the date of acceptance as shown in the Letter of Acceptance issued by the City Engineer or his/her authorized agent, or the date of Final Payment by the Owner if a separate Letter of Acceptance is not issued, all necessary repairs, reconstruction or replacement of any part of the work, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be furnished by the Owner which are directly attributable to the repair, reconstruction or replacement of the work.

The maintenance under this bond contemplates the complete restoration of the work to a functional use if that should be necessary. It is the intended purpose of this bond to require the correction of all defective conditions

MAINTENANCE BOND (Continued)

resulting from materials furnished or work and labor performed by the Contractor under the Contract; and in case the Contractor or Surety shall fail or refuse to commence and actively pursue such corrections within ten (10) days after written notification has been furnished to them by the Owner, it is agreed that the Owner may do the work and supply such materials and the Contractor and Surety shall be liable for the payment of all costs thereby incurred, jointly and severally.

THEREFORE, if the Contractor shall keep and perform its agreement to maintain the work and keep the same in good repair for the maintenance period as provided above, then this bond shall be null and void and have no further effect; but if default shall be made by the Contractor in the performance of its obligation to maintain and repair the work, then this bond shall have full force and effect and the Owner shall be entitled to recover from the Contractor and Surety, as provided in this bond. It is further understood and agreed that the obligation under this bond shall be a continuing one against the Contractor and Surety, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation to maintain the work shall continue throughout the maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during that time.

The Owner shall be entitled to its reasonable attorneys' fees and costs in any legal proceeding to enforce the Owner's rights under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 2026.

McDonald Municipal and Industrial-A
Division of C.F. McDonald Electric, Inc.

(Principal)

By _____ Wayne Berkenmeier

Title Vice President Special Projects

Address 5044 Timber Creek Drive

Houston, TX 77017

Merchants Bonding Company (Mutual)

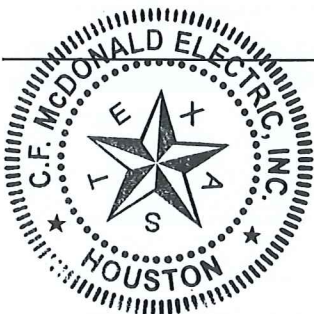
(Surety)

By _____ Maria Pallares

Title Attorney-in-Fact

Address 6700 Westown Parkway

West Des Moines, IA 50266



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; Lisa Marroquin; Maria Pallares; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay; Vladimir Chemadurov

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of September, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of September, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.



Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Risk Services- Leavitt Insurance Agencies

Call: 3184843315

Mail: 2190 North Loop West, Suite 309 Houston, TX 77018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stephanie Castle, CIC, ACSR, AINS
Risk Services - Leavitt Insurance Agencies	PHONE (A/C, No, Ext): (713) 581-2102 FAX (A/C, No): (866) 699-9142
2190 North Loop West #309	E-MAIL ADDRESS: stephanie-castle@leavitt.com
Houston TX 77018	INSURER(S) AFFORDING COVERAGE
	INSURER A: Phoenix Insurance Company
	INSURER B: Travelers Indemnity Company of America
	INSURER C: Travelers Property Casualty Company of America
	INSURER D: Travelers Indemnity Company of CT
	INSURER E: St Paul Surplus Lines Insurance Company
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 26-27 COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			DT-CO-A9854158-PHX-26	04/01/2026	04/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Incl HNO			810-A9854331-26-26-G	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-C5295657-26-NF	04/01/2026	04/01/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-A985440A-26-26-G	04/01/2026	04/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability Professional Liability			ZCE-91P01636	04/01/2026	04/01/2027	Pollution - Ea. Condition \$10,000,000 Pollution - Aggregate \$10,000,000 Prof - Ea. Error Omission \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project ID: CRO25202, PUMP STATION GENERATOR ADDITION

CERTIFICATE HOLDER

City of Crowley 201 E. Main Street Crowley, TX 76036
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Risk Services - Leavitt Insurance Agencies		NAMED INSURED C F McDonald Electric Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Complete Named Insured: C F McDonald Electric, Inc. ,
McDonald Municipal & Industrial, A Division of C F McDonald Electric, Inc.

The General Liability, Automobile, Pollution and Umbrella policies include blanket automatic insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Automobile, Pollution, Worker's Compensation and Umbrella policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability, Automobile, Worker's Compensation, Pollution and Umbrella policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent of the company.

Workers compensation coverage includes maritime and USL&H endorsements.

Pollution coverage includes mold, subject to the policy's exclusions, limits, retentions, terms and conditions.

Umbrella is follow form on underlying policies (General Liability, Automobile, Employers Liability), subject to its own exclusions, terms and conditions.

POLICY NUMBER: UB-A985440A-26-26-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: \$ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

POLICY NUMBER: UB-A985440A-26-26-G

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page. General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

SCHEDULE

State

TX

**Longshore and Harbor Workers'
Compensation Act Coverage Percentage**

107.00

POLICY NUMBER: UB-A985440A-26-26-G

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

POLICY NUMBER: UB-A985440A-26-26-G

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

VESSELS-NOC-COVERAGE I

2. Transportation, Wages, Maintenance, and Cure Premium \$ INCLUDED

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident \$ 100,000 each accident

Bodily Injury by Disease \$ 100,000 aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 2 of 2

ENDORSEMENT WC 99 06 U9 (00) - 001

POLICY NUMBER: UB-A985440A-25-26-G

TEXAS NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:

Number of Days Notice:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

30

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 04-16-25 ST ASSIGN:

Page 1 of 1

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

30

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY

any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- (2) The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

11. Representations

By accepting this policy, you agree that:

- a. All statements in the *Travelers ECP Custom Declarations* are accurate and complete;
- b. All such statements are based upon representations made by the "First Named Insured";
- c. All statements and representations made in the application for this policy, including all information provided with the application for this policy, are accurate and complete; and
- d. We have issued this policy in reliance upon all such statements and representations.

12. Service Of Suit

In the event that we fail to pay any amount claimed to be due under this policy and the "insured" sues us to recover such amount we shall honor the decision of the court that is authorized to hear the case.

However, we have the right to appeal that decision.

Service of process for any such lawsuit brought against us may be made upon us by serving our President, or our President's designee, at One Tower Square, Hartford, Connecticut 06183, and such person shall be authorized to receive the papers on our behalf.

However, the "insured" may also serve or send papers involving such lawsuit to the Commissioner, Director or Superintendent of Insurance for the state in which the lawsuit is being filed. We designate that appropriate officer, or that person's successor, to mail a copy of the papers to us.

For the State of California, service of process for any such lawsuit brought against us may be made upon:

CSC-Lawyers Incorporating Service
2730 Gateway Oaks Drive, Suite 100
Sacramento, California 95833.

For the State of Rhode Island, service of process

for any such lawsuit brought against us may be made upon:

Corporation Service Company
222 Jefferson Blvd., Suite 200
Warwick, Rhode Island 02888.

13. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the "First Named Insured", this insurance applies:

- a. As if each "named insured" were the only "named insured"; and
- b. Separately to each "insured" against whom a "claim" is made.

14. Transfer Of Control Of Defense

If the available limits of insurance are used up, we will notify the "First Named Insured" in writing of all outstanding "claims" so that you can arrange to take control of the defense. Before the available limits of insurance are used up, you may take over control of the defense of any outstanding "claim" only if we agree that you may take over such defense.

We will take whatever steps are necessary during a transfer of control of defense of an outstanding "claim" to continue that defense and avoid a default judgment during such transfer. You agree to repay the reasonable expenses we incur for any such steps taken after the available limit of insurance is used up. When we take such steps, you agree that we do not give up any rights.

15. Transfer Or Assignment Of This Policy

This policy may not be transferred or assigned, except with our written consent, or in the case of death of a "named insured" that is an individual.

If such "named insured" dies, that "named Insured's" rights and duties will be transferred to that "named insured's" legal representative but only while acting within the scope of duties as such legal representative. Until such legal representative is appointed, anyone having proper temporary custody of such "named insured's" property will have such "named insured's" rights and duties but only with respect to that property.

16. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover from others all or part of any payment we have made under this policy, those rights are transferred to us.

The "insured" must do nothing after the loss to impair them, and under any Contractors Indemnity For Design Professional's Liability Coverage and any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, no "named insured" can agree in a contract or agreement to:

- a. Waive any "named insured's" right of recovery against any "design professional" or "specified subcontractor"; or
- b. Limit the liability of the "design professional" or "specified subcontractor" to a maximum amount unless such limitation is an "authorized agreed limitation of liability".

At our request, the "insured" will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights or will help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order until the total amount recovered is used up:

- a. We will reimburse any person or organization, including us or the "insured", any amount that person or organization has paid in excess of the limits of insurance.
- b. We will retain an amount equal to the amount we have paid under this policy.
- c. We will pay to the "insured" any remaining portion, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the "insured" has agreed in a contract or agreement to waive that "insured's" right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make for:

- a. "Loss" to which any of the following applies caused by an act, error or omission committed subsequent to the execution of the contract or agreement:
 - (1) Any Contractors Professional Liability

Coverage; or

- (2) Any Contractors Professional Liability Loss Mitigation Expenses Coverage;
- b. "Loss" to which any "Pollution Liability Coverage" applies resulting from "pollution conditions" that commence subsequent to the execution of the contract or agreement; or
- c. "Loss" to which any Contractors Pollution Loss Mitigation Expenses Coverage applies resulting from "faulty work incidents" that are not first discovered by any "insured" until subsequent to the execution of the contract or agreement.

SECTION IX - DEFINITIONS

1. "Agreed mediation":

- a. Means a voluntary and non-binding process that:
 - (1) Is agreed to by us; and
 - (2) Involves a qualified professional mediator facilitating an attempted settlement of the "claim" between the "insured" and the person or organization making the "claim".
- b. Does not include any mediation or alternative dispute resolution that is:
 - (1) Ordered or imposed by a court; or
 - (2) Otherwise legally required.

2. "Asbestos pollution conditions":

- a. Means any "pollution conditions" that are:
 - (1) The disturbance of asbestos or asbestos fibers if the "pollution conditions" result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured"; or
 - (2) The inadvertent disturbance of asbestos or asbestos fibers if the "pollution conditions" do not result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured". As used in this provision, inadvertent disturbance does not include any discharge, dispersal, seepage, migration, release or escape of asbestos or asbestos fibers during or as a result of asbestos



POLLUTION LIABILITY

as if such "foreign emergency response costs loss" were incurred by or on behalf of any "named insured" that is not a "foreign insured organization".

3. Other Insurance

a. As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies;
- (3) Any risk retention group; or
- (4) Any self-insurance method or program, in which case the "insured" will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown for this insurance in the *Travelers ECP Custom* Declarations.

b. If valid and collectible other insurance is available to the "insured" for a loss covered under this insurance, our obligations are limited as follows:

(1) This insurance is primary except when Paragraph (2) below applies. When this insurance is primary:

(a) If any other insurance is issued to any "named insured" by us, or any of our affiliated insurance companies, this insurance is primary to that other insurance, and we will not share with such other insurance; and

(b) If any other insurance not described in Paragraph (a) above is also primary, we will share with all that other insurance as follows:

(i) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

(ii) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

(2) This insurance is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, contingent or on any other basis:

(a) If the "pollution conditions" that caused the "loss" are "auto transportation pollution conditions";

(b) That only covers one or more projects specifically described in it. This paragraph does not apply to any other insurance that is available to any person or organization that:

(i) Is an "insured" under Paragraph e. of the definition of "insured"; or

(ii) Is an "insured" under any additional insured endorsement issued by us as part of this policy;

(c) That is available to the "insured" when the "insured" is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance; or

(d) That is available to any person or organization that:

(i) Is an "insured" under Paragraph e. of the definition of "insured"; or

(ii) Is an "insured" under any additional insured endorsement issued by us as part of this policy.

However, if the "named insured" specifically agrees in a written contract or agreement that the insurance provided to such person or organization must apply on a primary basis, or a primary and

noncontributory basis, this insurance is primary to other insurance that is available to such person or organization which cover that person or organization as a named insured, and we will not share with that other insurance, provide that the "bodily injury", "property damage" or "pollution clean-up costs" for which coverage is sought result from "pollution conditions" that commence after the written contract or agreement was signed by the "named insured".

(3) When this insurance is excess, we will have no duty to defend the "insured" against any "claim" if any provider of other insurance has a duty to defend the "insured" against that "claim". But we will have the right to associate in the defense and control of any "claim" that we reasonably believe is likely to involve this insurance. If no provider of other insurance defends any "claim" for "loss" to which this insurance applies, we will undertake to do so, but we will be entitled to the "insured's" rights against all those providers of other insurance.

(4) When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all such other insurance.

SECTION III - DEFINITIONS

1. "Contractors Pollution Liability Coverage":

- a. Means Contractors Pollution Liability Coverage.
- b. Includes Contractors Pollution Liability coverage that is part of any policy that provides Contractors Pollution Liability coverage and any other coverage.

2. "Coverage territory" means anywhere in the world.

3. "Financial interest" means the insurable interest in a "foreign insured organization" because of:

a. Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;

b. Indemnification of, or an obligation to indemnify:

(1) Such "foreign insured organization" for a "foreign pollution legal liability loss" or "foreign

emergency response costs loss"; or

(2) Any other "insured" for whom such "foreign insured organization" is liable for a "foreign pollution legal liability loss"; or

c. An obligation to obtain insurance for such "foreign insured organization".

4. "Foreign emergency response costs loss" means "loss" that is "emergency response costs" incurred by or on behalf of any "named insured" and to which Emergency Response Costs of this insurance would have applied but for the fact that such "named insured" is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

5. "Foreign insured organization" means any organization that:

a. Is:

(1) An "insured" under Pollution Legal Liability; or

(2) A "named insured" under Emergency Response Costs; of this insurance; and

b. Is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws and regulations of such country or jurisdiction.

6. "Foreign pollution legal liability loss" means:

a. "Loss" the "insured" is legally obligated to pay and to which Pollution Legal Liability of this insurance would have applied; or

b. "Defense expenses" that we would have paid to defend the insured against any "claim" for "loss" that we would have defended under Pollution Legal Liability of this insurance;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

TRAVELERS ECP CUSTOMSM GENERAL PROVISIONS FORM

SCHEDULE FOR NOTICE OF CANCELLATION

Number of Days Notice: 30

Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM THE FIRST NAMED INSURED HAS AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. THE FIRST NAMED INSURED SENDS US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

Address:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM THE FIRST NAMED INSURED TO US.

PROVISIONS

The following is added to Paragraph 2., **Cancellation**, of **SECTION VIII - CONDITIONS:**

If we cancel this policy for any reason other than non payment of premium, we will mail or deliver notice of cancellation to the Person or Organization shown in the Schedule For Notice Of Cancellation. We will

mail or deliver such notice to the address shown in the Schedule For Notice Of Cancellation at least the Number of Days Notice shown in the Schedule For Notice Of Cancellation before the effective date of cancellation.

If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY

organization performing such services on its behalf is legally qualified to perform such services, if such legal qualification is required by applicable laws or regulations.

26. "Design professional's insurance" means any professional liability insurance available to the "design professional" as a named insured for "your contractor professional services" and includes any deductible, self-insured retention or coinsurance obligation under that insurance.

27. "Disposal site":

- a. Means a premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.
- b. Does not include a premises, site or location that:
 - (1) Is located within the boundaries of a job site where "covered operations" are being performed; and
 - (2) Is not being used by you or on your behalf for the disposal, processing or treatment of waste.

28. "Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

29. "Emergency response costs" means reasonable and necessary expenses incurred by you or on your behalf that:

- a. Are for actions taken within the first ten days after the first discovery, or other knowledge, of the "pollution conditions" by any "insured"; and
- b. Are to abate, remove or remediate the "pollution conditions" in response to an imminent and substantial threat of "bodily injury" or an imminent and substantial threat to the environment.

30. "Employee":

- a. Includes:
 - (1) A former or retired employee; and
 - (2) A "leased worker".
- b. Does not include a "temporary worker".

31. "Environmental damage":

a. Means the harmful or damaging presence of "pollutants" that results in "pollution clean-up costs".

b. Does not include "property damage".

32. "Environmental laws" means any federal, state, provincial, tribal or local law, regulation or statute, or any governmental, judicial or administrative order or directive, governing liabilities or responsibilities of the "insured" with respect to "pollution conditions".

33. "Executive officer" means any person holding an officer position created by an organization's charter, constitution, by-laws or any other similar governing document.

34. "Faulty work incident" means any defect, deficiency, inadequacy or dangerous condition in "your work" that is neither expected nor intended from the standpoint of any "insured".

35. "First Named Insured" means the first person or organization stated in Item 1. of the *Travelers ECP Custom Declarations*.

36. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

37. "Fungi or bacteria conditions" means the discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria, provided that no part of such discharge, dispersal, seepage, migration, release or escape is expected or intended from the standpoint of the "insured". The growth or reproduction of "fungi" or bacteria at a premises, site or location beyond amounts and concentrations naturally present at that premises, site or location will be deemed to be a discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria.

38. "Insured" means:

- a. Any "named insured";
- b. The "named insured's" legal representative if the "named insured" dies or if the "named insured" is declared mentally incompetent, but only with respect to duties as such. That representative will have all rights and duties of such "named insured" under this policy;
- c. Only for the purposes of:
 - (1) Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business;

(2) Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the "named insured's" business; and

(3) Any Site Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions", and only with respect to the conduct of the "named insured's" business;

the following persons or organizations:

(1) The "named insured's" spouse if such "named insured" is designated in the *Travelers ECP Custom Declarations* as an individual, but only with respect to a business of which:

(a) Such "named insured" is the sole owner; or

(b) Such "named insured" and spouse are the sole owners;

(2) The "named insured's" partners, members and their spouses, if such "named insured" is designated in the *Travelers ECP Custom Declarations* as a partnership or joint venture;

(3) The "named insured's" members if such "named insured" is designated in the *Travelers ECP Custom Declarations* as a limited liability company;

(4) The "named insured's" managers if such "named insured" is designated in the *Travelers ECP Custom Declarations* as a limited liability company, but only with respect to their duties as such "named insured's" managers;

(5) The "named insured's" "executive officers" and directors if such "named insured" is designated in the *Travelers ECP Custom Declarations* as an organization other than a partnership, joint venture or limited liability company, but only with respect to their

duties as such "named insured's" "executive officers" or directors;

(6) The "named insured's" stockholders if such "named insured" is designated in the *Travelers ECP Custom Declarations* as an organization other than a partnership, joint venture or limited liability company, but only with respect to their liability as such "named insured's" stockholders; and

(7) The "named insured's" "employees", other than either the "named insured's" managers (if it is a limited liability company) or the "named insured's" "executive officers" (if it is an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by such "named insured" or for their performance of duties related to the conduct of such "named insured's" business.

However, none of these "employees" are "insureds" for:

(a) "Loss" because of "bodily injury":

(i) To any "named insured", to any "named insured's" partners or members (if it is a partnership or joint venture), to any "named insured's" members (if it is a limited liability company), or to a co-"employee" while in the course of such co-"employee's" employment or performing duties related to the conduct of the "named insured's" business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that co-"employee", described in Paragraph (a)(i) above; or

(iii) For which there is any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury described in Paragraphs (a)(i) or (ii) above; or



POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY

(b) "Property damage" to, or "pollution clean-up costs" for, property:

- (i) Owned, occupied or used by; or
- (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

any "named insured" or any of its "employees", any "named insured's" partners or members (if it is a partnership or joint venture), or any "named insured's" members (if it is a limited liability company). For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply to "property damage" to any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where operations are being performed by or on behalf of such "named insured" that are part of such "named insured's" contractor business. For the purposes of any Contractors Pollution Liability Coverage and any Contractors Asbestos Pollution Liability Coverage, this exclusion does not apply to "property damage" to, or "pollution clean-up costs" for, any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where "covered operations" are being performed;

d. Only for the purposes of:

- (1) Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business; and
- (2) Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the

"named insured's" business;

the following persons or organizations:

- (1) The "named insured's" former or retired partners who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired partner if such "named insured" is designated in the *Travelers ECP Custom Declarations* as a partnership, but only for their performance of duties under such contract or agreement;
- (2) The "named insured's" former or retired members who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired member if such "named insured" is designated in the *Travelers ECP Custom Declarations* as a limited liability company but only for their performance of duties under such contract or agreement; and
- (3) The "named insured's" former or retired "employees" that such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired "employee" but only for their performance of duties under such contract or agreement.

However, none of these "employees" are "insureds" for:

- (a) "Loss" because of "bodily injury" described in Paragraph c.(7)(a) above; or
- (b) "Property damage" or "pollution clean-up costs" described in Paragraph c.(7)(b) above; and

e. Only for the purposes of:

- (1) Any Contractors Pollution Liability Coverage;
- (2) Any Contractors Asbestos Pollution Liability Coverage; and
- (3) Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions";

any person or organization that the "named insured" agreed in a written contract or agreement to include as an additional insured under this insurance.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of "covered operations" performed by or on behalf of any "named insured" and only to the extent that the "pollution conditions" are caused by acts or omissions of any "named insured" or any of such "named insured's" subcontractors.

Also, the insurance provided to such person or organization is subject to the following provisions:

- (1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom Declarations*, whichever are less.
- (2) The insurance provided to such person or organization does not apply to any:
 - (a) "Bodily injury", "property damage" or "pollution clean-up costs" resulting from:
 - (i) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or
 - (ii) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured"; or
 - (b) "Bodily injury", "property damage" or "pollution clean-up costs" arising out of any "named insured's" operation, maintenance, or use of equipment rented or leased from

that person or organization if the "pollution conditions" commenced after the equipment lease expires.

39. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" or "your contractor professional services" under which the "named insured" assumes the "tort liability" of another to pay "loss" sustained or incurred by others.
40. "Lead pollution conditions" means any "pollution conditions" that are the discharge, dispersal, seepage, migration, release or escape of lead, lead compounds or any material or substance that contains or incorporates lead.
41. "Leased worker":
 - a. Means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
 - b. Does not include a "temporary worker".
42. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft or into or onto a wheeled vehicle designed for travel on railroad tracks;
 - b. While it is in or on an "auto", aircraft or watercraft or in or on a wheeled vehicle designed for travel on railroad tracks; or
 - c. While it is being moved from an "auto", aircraft or watercraft or from a wheeled vehicle designed for travel on railroad tracks to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft or to the wheeled vehicle designed for travel on railroad tracks.
43. "Loss" means:
 - a. For the purposes of any Contractors Professional Liability Coverage:
 - (1) Compensatory damages; and
 - (2) Punitive or exemplary damages if such damages are insurable under applicable law.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
 - (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or
 - b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

PERSON OR
ORGANIZATION:
ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS:
CONTINUED ON IL T8 03

HOUSTON
TX
77017

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - DESIGNATED PERSON OR ORGANIZATION NOTICE OF CANCELLATION
PROVIDED BY US

IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION ON FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: DT-CO-A9854158-PHX-26

EFFECTIVE DATE: 04-01-26

ISSUE DATE: 04-15-26

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 15 01 04	POLICY JACKET-EXECUTION CLAUSE
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	GENERAL PURPOSE ENDORSEMENT
IL T8 03	GENERAL PURPOSE ENDORSEMENT
IL T3 20 05 19	NOTICE - CANC, NONRENEWAL PROVIDED BY US

GENERAL LIABILITY - CONTRACTORS

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG D3 05 07 08	DEDUCTIBLE LIABILITY INSURANCE
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 00	GENERAL PURPOSE ENDORSEMENT
CG T8 01	GENERAL PURPOSE ENDORSEMENT
CG T8 02	GENERAL PURPOSE ENDORSEMENT
CG T8 03	GENERAL PURPOSE ENDORSEMENT
CG D3 61 03 05	ADD'L INSURED-OWNERS, LESSEES, CONTRACTORS
CG D6 04 02 19	BLANKET ADDL INS - AUTOMATIC STATUS REQ
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG 20 01 12 19	PRIMARY AND NONCONTRIBUTORY-OTH INS COND
CG 20 10 10 01	ADDL INSD-OWNER/LESSEE/CONTRACTOR B
CG 20 37 07 04	ADD INSURED-OWNRS, LESSEES, CONT COMPL OPS
CG 24 04 12 19	WVR OF TRANS OF RIGHTS OF RECOVERY
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D2 11 01 04	DESIGNATED PROJECT(S) GEN AGGR LIMIT
CG D3 16 02 19	XTEND ENDORSEMENT FOR CONTRACTORS
CG D2 43 09 24	FUNGI OR BACTERIA EXCLUSION
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 22 10 20	EXCL-CLMS OR SUITS BY NAMED INSUREDS
CG D5 46 10 11	EXCL - ARCHITECT/ENG/SURVEY PROF SERV
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 41 09 22	EXCLUSION - PFAS
CG D9 44 01 23	EXCL-VIOLATION OF BIOMETRIC INFO PRIVACY LAWS
CG F2 68 02 19	TX CHANGES-EMPL-RELATED PRACTICES EXCL
CG 21 54 12 19	EXCL-DESIG OPS CVRD BY A CONTROLLED IP
CG D0 76 01 25	EXCLUSION - LEAD
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 04 12 17	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 40 02 25	EXCLUSION - SILICA OR SILICA-RELATED DUST
CG T3 20 02 19	EXCL-ALL POLLUTION INJURY OR DAMAGE

POLICY NUMBER: DT-CO-A9854158-PHX-26

EFFECTIVE DATE: 04-01-26

ISSUE DATE: 04-15-26

GENERAL LIABILITY - CONTRACTORS (CONTINUED)

CG 01 03 06 06	TEXAS CHANGES
CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM
CG D9 48 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS

INTERLINE ENDORSEMENTS

IL T3 68 01 21	FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 05 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19	ADDITIONAL BENEFITS
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 68 03 12	TEXAS CHANGES - DUTIES
IL 02 75 11 13	TX CHNG-CANC & NONRENEW PROV-CAS LINES

POLICYHOLDER NOTICES

PN T2 27 06 19	LOSS CONTROL SERVICES (TEXAS)
PN T1 94 12 21	IMPORTANT NOTICE - LEAD EXCLUSION
PN U1 93 11 21	IMPNOTICETX-EXCLSILICAORSILICARELTEDDUST



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: July 16, 2026
Department: Asst City Managers	Agenda Item: IV.3.
Subject: Discuss and consider approval of Resolution R07-2026-485 approving the submission of an application for financial assistance from the Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) to fund improvements to the city's utility system in the maximum award limit of \$21,000,000; and other matters in connection therewith.	

Background:

The Texas Water Development Board (TWDB) has recently opened an application solicitation period for grant applications under the Water Supply and Infrastructure Grant (WSIG) program.

This recent program is in response to House Bill 500 (HB 500) during the 89th Texas Legislative Session. The WSIG opportunity provides 100 percent grant funding for eligible water supply and water infrastructure projects. Eligible project types include water supply and water infrastructure improvements such as the new Fort Worth to Crowley entry point, ground storage tanks, water pump station, transmission line improvements. The terms of the grant require water loss mitigation projects to be included in the project under consideration if the water system exceeds the water loss threshold set by the Texas Water Development Board. This proposed project includes water loss mitigation components in order to meet the application requirements.

The future water entry point project that involves ground storage tanks, pump station and water transmission lines is going through the engineering and design phase at this time. In preparation for the future financial outlay for that project, staff has been researching various funding options.

The TWDB State Revolving Fund, and the DFund were previously considered. This grant opportunity is the latest effort to pursue project funding options with the least financial outlay as possible.

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

The resolution would authorize the City Manager along with other staff to serve in that capacity. In addition, the resolution identifies consultants that may serve in supportive capacities through the process.

The financial threshold being considered at this time is not to exceed construction cost of \$21,000,000. We have been working with the project design engineer to arrive at these current projections, but until the final designs are complete, these cost estimates may change.

Recommendation:

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

Board.

Financial Information:

There is no financial obligation for the grant recipient unless the project costs exceed the grant maximum award limits.

Attachments:

1. Public-Notice-WSIG
2. RESOLUTION R07-2026-485 TWDB WSIG
3. TWDB-0201-1Aff Resolution
4. TWDB-0201A
5. TWDB-0201B-1 Certificate of Secretary
6. TWDB-0201D 7.16.26



Application Solicitation Period for Water Supply and Infrastructure Grant Opportunity Now Open

The Texas Water Development Board (TWDB) has opened the full application solicitation period for the Water Supply and Infrastructure Grant (WSIG) Opportunity, established under House Bill 500 (HB 500) during the 89th Texas Legislative Session. Full applications are due on **Thursday, July 30, 2026, at 11:59 p.m. CST**. For more information on the WSIG opportunity, please see our [Board meeting agenda item](#).

The WSIG opportunity provides 100 percent grant funding for eligible water supply and water infrastructure projects. Eligible project types include water supply and water infrastructure improvements, as well as reuse efforts such as addressing real or apparent water loss, TCEQ violations, or upgrading or replacing water systems. Projects for reuse for non-potable uses, drainage, flood control, and wastewater are not eligible for funding under this opportunity.

To be eligible for financial assistance under the WSIG opportunity, projects must meet the requirements outlined in the WSIG Implementation Plan, including eligibility criteria, project types, funding structure, prioritization methodology, and administrative conditions governing the award of grant funds. HB 500 did not authorize the transfer of funds into an existing TWDB program or the use of funds for bond financing, which requires the WSIG opportunity to operate outside of the TWDB's existing financial assistance programs.

Full application submittal details will be released on the [WSIG webpage](#), and applicants should ensure they follow all instructions provided in the application materials. This application differs from the TWDB's traditional abridged or full applications and is needed to prioritize projects. Projects that receive priority consideration will be notified of next steps in the process. To qualify, applicants must have up-to-date financial audits, water use [surveys](#), water loss [audits](#), and water conservation [plans](#)/ annual reports, and proposed projects must be consistent with the [State Water Plan](#); no waivers are allowed.

For additional information on the WSIG opportunity and application process, visit the [TWDB website](#).

HB 500 WSIG Application Webinars

We will host two webinars on Microsoft Teams to further discuss the application process.

- **Thursday, April 23, 2026**
10:00 a.m. – 11:30 a.m.
- **Wednesday, May 13, 2026**
10:00 a.m. – 11:30 a.m.

Registration information will be posted on the TWDB website as it becomes available.

** These dates and times are tentative and subject to change.*

RESOLUTION NO. R07-2026-485

A RESOLUTION REQUESTING GRANT FUNDING FROM THE TEXAS WATER DEVELOPMENT BOARD UNDER ITS WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING THE CITY'S FINANCIAL ADVISOR, BOND COUNSEL, AND PROFESSIONAL CONSULTANTS TO COORDINATE THE SUBMISSION OF THE APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR GRANT FUNDING FROM ITS WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AND OTHER MATTERS IN CONNECTION THEREWITH

* * *

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

WHEREAS, in accordance with the guidance provided by the Board, which govern the procedures in making such an application, the governing body of the City is required to pass a resolution to accompany such application; **NOW THEREFORE**:

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

SECTION 1: The City hereby requests that the Board, from its Water Supply and Infrastructure Grant Program (the *WSIG Program*), provide grant financial assistance to the City in the approximate amount of \$21,000,000 (as receipt of the largest amount of grant funds lawfully available from the Board) for eligible projects consistent with the Board's State Water Plan pursuant to the WSIG Program for City in accordance with the associated Board program guidance, as designed by the City's consulting engineer.

SECTION 2: The Mayor or Mayor Pro Tem of the City and a hereinafter-defined Authorized Representative is hereby authorized to execute and submit to the Board the application for such grant funding, and the Mayor or Mayor Pro Tem of the City, together with Bond Counsel (or Co-Bond Counsel), Financial Advisor and professional consultants named in such application, are authorized to appear before the Board in support of such application.

SECTION 3: The Mayor, Mayor Pro Tem, City Secretary, City Manager, Assistant City Manager, and any individual serving in an interim or acting capacity in the foregoing roles (each, an *Authorized Representative*) is further specifically authorized to make the required assurances to the Board in accordance with the rules, regulations, and policies of the Board.

SECTION 4: A certified copy of this Resolution shall be submitted with the application for grant funding herein authorized to be prepared and submitted to the Board, and the City Secretary of the City is authorized and directed to prepare and certify such number of copies of this Resolution as may be required for purposes of supporting the submission of such application to the Board.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City.

SECTION 6: All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its passage on the date shown below.

* * * *

PASSED AND APPROVED this the 18th day of July, 2026.

CITY OF CROWLEY, TEXAS

Billy Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

(SEAL)

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Tarrant §

APPLICANT City of Crowley §

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

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

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

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

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

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

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

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

Official Representative

Title: City Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this 16 day of July, 2026.

(NOTARY'S SEAL)

Notary Public, State of Texas

Application Filing and Authorized Representative Resolution

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

BE IT RESOLVED BY THE City Council OF THE City of Crowley:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 21,000,000 to provide for the costs of Crowley Water Storage, Transmission Line, and Water mitigation Project.

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

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

Financial Advisor: SAMCO Capital

Engineer: Teague, Nall & Perkins

Bond Counsel: McCall, Parkhurst & Horton L.L.P.

PASSED AND APPROVED, this the 16 day of July, 20 26.

ATTEST: _____

By: _____

(Seal)

(SEAL)



TWDB-0201D

**Water Supply & Infrastructure Grant
SIGNATORY AUTHORITY DELEGATION**

This form must be submitted to TWDB attached to the official action taken by the governing body of the Applicant when requesting TWDB Water Supply and Infrastructure Grant funds.

The following positions have been delegated the authority by the governing body of

City of Crowley, Texas

to approve, sign, execute, or certify the following documents through the life of the

Crowley Water Storage and Transmission project

Document Type	Responsible Position(s) (Titles Only-not individuals' names) Authorized to Approve/ Sign/ Execute/ Certify Each Document
Paying Agent Agreement	City Manager & Assistant City Manager(s)
Escrow Agreement	City Manager & Assistant City Manager(s)
Funding Release Requests	City Manager & Assistant City Manager(s)
Engineering Contract(s)	City Manager & Assistant City Manager(s)
Other Professional Services Contracts	City Manager & Assistant City Manager(s)
Project Budget Changes	City Manager & Assistant City Manager(s)
Construction Contract(s)	City Manager & Assistant City Manager(s)
Construction Contracts Change Orders	City Manager & Assistant City Manager(s)
Environmental Affidavit (TWDB-0802)	City Manager & Assistant City Manager(s)
Monthly US Iron & Steel Certifications (TWDB-1105-A)	City Manager & Assistant City Manager(s)
Final US Iron & Steel Certifications (TWDB-1105-B)	City Manager & Assistant City Manager(s)
Final Construction Work Acceptance	City Manager & Assistant City Manager(s)

If any of these delegations change during the course of the project, the governing body agrees to inform TWDB in writing of the change(s) within five business days of their occurrence.

Signed by (type name and title): Billy Davis / Mayor of the City of Crowley, Texas

Signature _____ Date: 7/16/2026



City of Crowley, Texas City Council Agenda Report

Presenter: Keira Stephens	Meeting Date: July 16, 2026
Department: Fire	Agenda Item: IV.4.
Subject: Discuss and consider approval of a Memorandum of Understanding (MOU) with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) to allow the Crowley Fire Department to participate in the Texas Department of State Health Services Prehospital Whole Blood Pilot Program.	

Background:

The Crowley Fire Department requests approval of an MOU with NCTTRAC to participate in the Texas Department of State Health Services Prehospital Whole Blood Pilot Program.

Participation in this program will allow the department to carry and administer low-titer O-positive whole blood in the pre-hospital setting for patients experiencing life-threatening hemorrhage, including traumatic injuries, gastrointestinal bleeding, postpartum hemorrhage, and other severe bleeding emergencies where early blood transfusion has been shown to improve patient outcomes.

As a pilot agency, Crowley Fire Department will receive the equipment necessary to implement the program and reimbursement for blood products used on eligible patients. Through partnerships with Carter BloodCare and Texas Health Resources Fort Worth, the department has established a blood product sharing process that minimizes waste by rotating blood products between the hospital and EMS before expiration.

Recommendation:

Approval of the Memorandum of Understanding with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) to allow the Crowley Fire Department to participate in the Texas Department of State Health Services Prehospital Whole Blood Pilot Program.

Financial Information:

Required equipment will be provided through the program, and eligible blood products administered during patient care will be reimbursed. Department personnel will complete implementation and training utilizing existing staffing and resources.

Attachments:

1. NCTTRAC Prehospital Whole Blood MOU Participating Entities - Fillable



Prehospital Whole Blood Pilot Program

Memorandum of Understanding – Participating Entities

As part of the Texas Department of State Health Services Prehospital Whole Blood Pilot Program, the North Central Texas Trauma Regional Advisory Council (NCTTRAC) has been designated the Contractor under a contractual agreement with the Texas Department of State Health Services (DSHS), effective February 17, 2026 (the “Program,” which include and incorporate the parties’ contractual agreement).

By entering into this *Prehospital Whole Blood (PHWB) Pilot Program Memorandum of Understanding – Participating Entities* (the “MOU”) with NCTTRAC, the Participating Entities / Subrecipient affirms, understands, and agrees, without exception, to comply with the following terms through the life of the MOU. This MOU is effective upon the final signatory date.

Purpose

To establish a regional PHWB program to support Emergency Medical Services (EMS) providers administering whole blood to patients in the field suffering from extreme blood loss due to trauma, maternal hemorrhage, or other significant medical conditions. The goal is to begin resuscitation at the patient’s location and ensure timely transport to the appropriate receiving hospital for continued treatment.

Background

The Texas EMS/Trauma Systems Section, in collaboration with the Governor’s EMS and Trauma Advisory Council (GETAC), Regional Advisory Councils (RACs), blood providers, EMS providers, and participating hospitals, is implementing the statewide Program.

This initiative builds on evidence from trauma systems, military medicine, and prior Department of State Health Services (DSHS) programs demonstrating improved outcomes through early whole-blood administration. This Program is supported by \$10 million in funding appropriated by the State of Texas and authorized by Governor Greg Abbott.

This Program shall:

- Apply to licensed EMS Providers, participating hospitals, regional advisory councils (RACs), and blood providers (“Participating Entities”);
- Support compliance with Texas Administrative Code Title 25, Part 1, Chapter 157, Rule 157.11 and Title 22, Part 9, Chapter 169; and
- Align with national best practices and state trauma system goals.

NCTTRAC, as the Contractor (in the agreement with DSHS), has been awarded funds to develop and implement the Program to increase survival rates for patients suffering severe hemorrhage by enabling EMS providers to administer whole blood in the prehospital setting in

trauma service area - E (TSA-E) which is comprised of the following counties: Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

NCTTRAC is vested with discretion and is responsible for decision-making regarding the allocation of Program funds, Program implementation, and coordination with Participating Entities. NCTTRAC will provide administrative support for the distribution and expenditure of Program funding within TSA-E as set forth in the Bylaws, Standard Operating Procedures (SOPs), and/or other administrative guidance of NCTTRAC. Referenced documents in this MOU will be made available through NCTTRAC upon request.

Defined Participating Entities:

- 1. NCTTRAC** – Regional Program Administrator
- 2. Participating EMS Providers** – Licensed EMS agencies authorized to store and administer whole blood
- 3. Participating Hospitals** – Hospitals receiving patients who have been administered prehospital whole blood
- 4. Participating Blood Providers** – Licensed blood centers supplying whole blood to partners within the Program

In consideration of the agreements set forth below, NCTTRAC and the Participating Entities agree as follows:

A. Shared Program Standards Applicable to All Entities

I. Regulatory Compliance

1. Comply with all applicable transfusion safety standards according to the Food & Drug Administration (FDA) and the Association for the Advancement of Blood & Biotherapies (AABB).
2. Follow applicable provisions of the DSHS PHWB contract requirements as stated herein.

II. Patient Safety & Transfusion Oversight

1. Promptly report, within 24 hours, any and all suspected or confirmed transfusion reactions or product deviations in compliance with program requirements to NCTTRAC.
2. Participate in regional system performance improvement (SPI) as required.
3. Support and utilize standardized patient identification, traceability, and documentation (e.g., Pulsara, Wristbands, BloodCOMM, etc.).

III. Data Reporting & Performance Improvement

1. Submit timely and accurate data via designated reporting platforms.
2. Conduct internal PHWB system performance improvement (SPI) activities.
3. Use shared data exclusively for patient safety, quality improvement, and system evaluation.
4. Maintain confidentiality consistent with HIPAA and SPI review protections.

IV. Communication & System Collaboration

1. Maintain transparent communication among Participating Entities.
2. Designate and maintain points of contact for Program coordination.
3. Support regional collaboration to promote best practices and system alignment.
4. Develop system processes and blood rotation systems to ensure minimal blood wastage at or below the established national wastage level.

B. Obligations of NCTTRAC

NCTTRAC shall agree to the following:

1. Allocate Program funds in accordance with DSHS PHWB contract requirements.
2. Distribute approved Program funds and/or equipment to Participating Entities as resources remain available.
3. Reimburse EMS and Hospitals in accordance with the contract parameters. (dependent upon available Program funding).
4. Monitor Participating Entities to ensure compliance with all Program requirements.
5. Maintain all documentation submitted by Participating Entities.
6. Provide administrative support for the PHWB/Prehospital Transfusion Program (PTP) Workgroup.
7. Facilitate protected, closed-session reviews of transfusion-related incidents.
8. Use the DSHS-designated statewide PHWB data steward methods for data collection and reporting.
9. Purchase and distribute equipment meeting FDA and AABB standards.
10. Provide copies of manufacturers' manuals and warranty statements as available.

C. Obligations of EMS Providers

EMS Providers shall agree to the following:

1. Be a NCTTRAC member in good standing and meet active participation requirements.
2. Develop, implement, and maintain a prehospital whole blood program.
3. Establish written policies, procedures, clinical guidelines, and training programs, including, but not limited to;
 - i. Administration criteria
 - ii. Exclusion criteria
 - iii. Obtaining consent

- iv. Special populations criteria
 - v. Managing transfusion reactions
- 4. Maintain ongoing SPI processes that must include the level of harm, opportunities for improvement, and corrective actions that are developed and tracked. The SPI processes must specifically address the following:
 - i. Patients meeting criteria who received whole blood
 - ii. Patients meeting criteria who did not receive whole blood
 - iii. Patients not meeting criteria who received whole blood
 - iv. Suspected or confirmed transfusion reactions
 - v. Referral compliance for females of childbearing potential or future potential.
 - vi. Support investigations of transfusion reactions by collaborating with hospitals.
- 5. Participate in the PHWB regional centralized temperature monitoring system, to include a documented escalation process in the event of an alert notification.
- 6. Maintain documented validation of temperature controls in the BloodCOMM data platform.
- 7. Utilize equipment in compliance with FDA, AABB, and blood provider standards.
- 8. Maintain equipment in an operational readiness condition and/or replace damaged or malfunctioning equipment at the EMS providers' expense
- 9. Notify NCTTRAC within 24 hours if provided equipment becomes inoperable or is removed from service.
- 10. Maintain a formal agreement with a licensed blood provider to ensure continuity of supply. This agreement must include a documented contingency plan to secure an alternate source of whole blood if the primary blood provider is unable to meet the agency's needs.
- 11. Notify NCTTRAC if the EMS provider is unable to secure whole blood or blood products within 24 hours.
- 12. Notify NCTTRAC within 24 hours if there is a breach in the agreement between the EMS provider and the blood provider, resulting in a loss or suspension of whole blood or blood products.
- 13. Submit all required proof of payment documentation as requested by NCTTRAC.
- 14. Plasma may be reimbursed **only for the following scenarios:**
 - i. EMS providers and level IV facilities that are 60 miles or greater from other EMS providers and/or higher-level designated facilities
 - ii. Females of childbearing potential or future potential to decrease the risk of alloimmunization in Rh-females.
- 15. Collaborate with your contracted blood provider and NCTTRAC to support and promote donor recruitment.
- 16. Document transfusions and submit data using established collection and reporting methods.
- 17. Document the Texas EMS wristband number in the patient care report (PCR).
- 18. Attend a minimum of 75% of the PHWB/PTP work group meetings.

19. Develop system processes and blood rotation systems to ensure minimal blood wastage at a level at or lower than the national wastage.
20. Support local, regional, and state response needs and requests as they relate to the Program and upon initiation of such requests by local partners, NCTTRAC, or State Mission Assignment.
21. Launch the PHWB program within 10 days of being approved by your blood provider, unless otherwise approved by NCTTRAC.
22. Comply with all other requests submitted or required by NCTTRAC or under the THHS' Terms and Conditions, which can be supplied upon request.

D. Obligations of Participating Hospitals

Hospitals shall agree to the following:

1. Be a NCTTRAC member in good standing and meet active participation requirements.
2. Facilities receiving female patients of childbearing age or childbearing potential must additionally perform a blood type and screen with antigen testing. Ensure appropriate consultation with referral to Blood Bank/Transfusion Medicine (blood pathologist) and Maternal-Fetal Medicine services, as clinically indicated.
3. Provide transfusion and outcome data to NCTTRAC and EMS providers.
4. Collaborate with and assist NCTTRAC and EMS providers to support blood drives and donor recruitment.
5. Attend a minimum of 75% of the PHWB/Prehospital Transfusion Program Workgroup meetings.
6. Develop system processes and blood rotation systems to ensure minimal blood wastage at a level at or lower than the national wastage
7. Perform an EMS hand-off, document the wristband number in the electronic medical record (EMR), and provide EMS feedback and specific data requested for patients who receive prehospital whole blood or plasma.
8. Support investigations of transfusion reactions by collaborating with EMS providers.
9. Comply with all other requests submitted or required by NCTTRAC or under DSHS' Terms and Conditions, which can be supplied upon request.

E. Terms and Termination

1. The Term of this MOU will commence on the signatory date and continue in full force unless terminated as provided herein.
2. If the participating entity fails to comply with any of the requirements as stated in this MOU, NCTTRAC reserves the right to terminate this MOU.
3. Either Party may terminate this MOU upon providing 30 days' prior written notice of the intended date of termination.
4. Termination of the MOU by any of the Participating Entities prior to fulfilling the Program requirements will result in the timely return of Program-funded assets.

5. Participating Entities that cease operations, including business closure and/or bankruptcy proceedings prior to fulfilling the Program requirements, shall notify NCTTRAC and arrange for the return of Program-funded assets.
6. Participating Entities that cease operations, as stated above, shall notify NCTTRAC and identify the name(s) and contact information for individuals and/or agencies to coordinate the return of Program-funded assets.
7. Participating Entities that experience a change in ownership or similar circumstances, which invalidate the previous commitment as agreed herein, shall notify NCTTRAC of this change in status. Participating Entities may continue to participate in the Program by submission of this agreement, under a new signature, to NCTTRAC. Failure to submit a new MOU in a timely manner shall be considered as a termination indicated above.

F. Miscellaneous

1. Participating Entities represent and warrant that all statements and information provided to NCTTRAC are current, complete, and accurate. This includes all statements and information in this MOU. Persons who knowingly submit erroneous or fraudulent information will be subject to actions by the Texas Department of State Health Services (DSHS) as appropriate.
2. Costs incurred by NCTTRAC, including all legal costs, in the recovery of funds or Program-funded assets, as required above, will be paid by the defaulting Participating Entities.
3. Participating Entities will defend and indemnify the NCTTRAC, its directors, employees, agents, and representatives (the "NCTTRAC Indemnitees") and hold the NCTTRAC Indemnitees harmless against any damage, claims, suits, actions, liabilities, loss, penalties, costs, and expenses, including, without limitation, reasonable attorneys' fees arising out of:
 - i. A breach of any of the representations, warranties, or obligations of this MOU by the Participating Entities.
 - ii. Negligent acts or omissions or dishonesty of Participating Entities or any employees, agents, or representatives in their performance of the Participating Entities' obligations under this MOU or the Program.
4. Participating Entities hereby warrant and represent that they are not currently excluded, debarred, suspended, in default, or otherwise ineligible to participate in any federal, state, or NCTTRAC Programs. Nor are they in imminent danger of such exclusion, debarment, suspension, or other ineligibility from receiving such a Grant. Participating Entities agree that the foregoing representation and warranty shall remain true and correct throughout the duration of this Agreement.
5. Any required or optional notice under this agreement is considered given when one of the following happens first:
 - i. It is delivered by hand, courier, or electronically, to the recipient;
 - or

- ii. Three business days after it is mailed through U.S. certified or registered mail with prepaid postage and a return receipt, to the listed address or another address provided in writing
6. This MOU contains or references the entire agreement of the parties and supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter herein.
7. This MOU shall be governed by the laws of the State of Texas. Venue for such disputes shall be in a state court in Tarrant County, Texas.

NCTTRAC

North Central Texas Trauma Regional Advisory Council

Signature

Printed Name

Title

Date

EMS Provider or Hospital

EMS Provider or Hospital Name

Signature

Printed Name

Title

Date



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin, Mike Rocamontes	Meeting Date: July 16, 2026
Department: Asst City Managers	Agenda Item: IV.5.
Subject: Discuss and consider approval of the First Amendment to the Developer's Agreement for the MiraVerde Phase 2 addition between the City of Crowley and Lennar Homes of Texas Land and Construction, Ltd.	

Background:

The developer has been working to complete the necessary site improvements and infrastructure agreed upon within the original MiraVerde Phase 2 developer's agreement as outlined in the approved civil construction plans. These items contain infrastructure that will ultimately be turned over to the city to manage and operate. In addition, there is infrastructure outlined in the construction drawings that must be completed from the adjacent Phase 1 of the development that serves to support key elements of the Phase 2 project area. At this time, the developer has been given a list of items to correct before receiving final city approval. The developer, their design engineer, and their subcontractors have been working with city staff to complete these items. The items listed in the amendment are things that will take additional time to complete. The developer's agreement specifically states that all the infrastructure improvements must be complete and accepted by the city engineer or staff before the issuance of any building permits. The developer has requested that the city council consider the proposed amendment to the agreement to allow for up to and no more than 30 building permits to be issued beginning on the date the amendment is executed. It should be noted that certificates of occupancy for any of those permits will not be issued until all project elements are completed and approved by the city engineer or staff. This would allow the developer to sell off some lots to a home builder to begin construction or to begin construction on the lots in Phase 2 themselves while the infrastructure items are being completed. The city has allowed this in the past due to similar scheduling or supply chain hardships. The staff is willing to recommend this amendment and believes the developer will, in fact, complete the necessary elements of the civil plans.

Recommendation:

Staff is in favor of the amendment and recommends council consider its approval.

Financial Information:

There will be no financial impact on the city by approving this developer's agreement amendment.

Attachments:

1. Miraverde Phase 2 Signed
2. Developer Agreement Assignment - Mira Verde Ph 2 - Lennar Homes

FIRST AMENDMENT TO THE DEVELOPER'S AGREEMENT
FOR THE MIRA VERDE PHASE 2 ADDITION

WHEREAS, in March 2024, the City of Crowley, Texas (the "City") approved the Developer's Agreement for the Mira Verde Phase 2 Addition (the "Phase 2 Addition") with Crowley McCart Land Ventures I, LLC and STM/MNM Land Venture I, LLC (the "Initial Developer"), for the installation of required off-site and on-site public facilities and improvements necessary to serve the Phase 2 Addition, recorded as Instrument D224045353 on March 18, 2024, in the deed records of Tarrant County, Texas (the "Original Developer's Agreement"); and

WHEREAS, on or about May 15, 2025, the City approved an Assignment and Assumption of the Original Developer's Agreement from the Initial Developer to Lennar Homes of Texas Land and Construction, Ltd ("Lennar") whereby the Initial Developer assigned and Lennar accepted and assumed all of the Initial Developer's obligations, rights, duties, title, and interest in and to the Original Developer's Agreement relating to the Phase 2 Addition (the "Assignment"); and

WHEREAS, Lennar has requested and the City has agreed to amend the Original Developer's Agreement as set forth herein to clarify certain provisions regarding installation of certain off-site street lights in the Mira Verde Phase 1 Addition, which are required for development of the Phase 2 Addition which is being constructed first, as identified in **Exhibit A**, attached hereto and incorporated herein by reference, and the early issuance of a certain number of building permits in the Phase 2 Addition prior to final acceptance of all the required on-site and off-site public improvements; and

WHEREAS, except to the extent modified herein, the Original Developer's Agreement for the Phase 2 Addition shall otherwise remain in full force and effect.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the City and Lennar mutually agree to amend the Original Developer's Agreement as follows:

1. Section H. "General Conditions," Subsection 6. "Building Permits and Ingress/Egress," of the Original Developer's Agreement is amended to add the following additional provisions:

"a. Prior to final acceptance by the City of all required on-site and off-site public improvements, the City agrees to issue building permits for up to a total of thirty (30) homes within Mira Verde Phase 2 Addition. The thirty (30) building permits referenced above shall begin to be issued by the City upon the City's approval of this First Amendment, but are conditioned upon Lennar proceeding to install the following required off-site street lighting in the Mira Verde Phase 1 Addition identified on the attached **Exhibit A**:

- (1) intersection of Dublin Ridge Drive and West View Drive;
- (2) intersection of Green Valley Drive and West View Drive;
- (3) intersection of Palos Verde Drive and West View Drive;
- (4) intersection of Park View Lane and West View Drive; and
- (5) intersection of Mira Verde Trail and West View Drive,

(the "Street Light Improvements") within 120 days from the City's approval of this First Amendment.

b. The City agrees not to withhold issuance of certificates of occupancy on those first thirty (30) homes solely because the Street Light Improvements have not yet been completed, provided that all other required public improvements for the Phase 2 Addition in which the home is located have been completed.

c. Lennar agrees to complete construction of the Street Light Improvements within 120 days of the City's approval of this First Amendment. Upon completion and acceptance by the City of the Street Light Improvements and all other on-site and off-site public improvements, the remaining building permits for the Phase 2 Addition shall be eligible for release by the City. It is Lennar's responsibility to notify its builders of the terms and conditions of this agreement by the City to allow up to a total of thirty (30) early building permits.

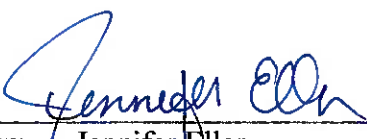
d. Under no circumstance shall the City issue a certificate of occupancy for any house in the Phase 2 Addition until all required public improvements for the Phase 2 Addition have been completed and accepted by the City."

2. Except to the extent modified herein, the Original Developer's Agreement regarding the Phase 2 Addition shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused this First Amendment to the Developer's Agreement for the Mira Verde Phase 2 Addition, to be executed by its undersigned duly authorized representative as of the date set forth below.

Lennar Homes of Texas Land and Construction, Ltd.

By: U.S. Home, LLC, its General Partner


By: Jennifer Eller
Its: Authorized Agent
Dated: July 6, 2026

City of Crowley, Texas

By: Billy Davis
Its: Mayor
Dated: _____

ATTEST:

City Secretary

STATE OF TEXAS

§

§

§

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Eller, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is the Authorized Agent of U.S. Home, LLC, the general partner of Lennar Homes of Texas Land and Construction, Ltd., and that she executed the same on behalf of said entity for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6 day of July, 2026.



Lynn Sciandra
Notary Public in and for the State of Texas

Lynn Sciandra
Type or Print Notary's Name

My Commission Expires:

12-13-27

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

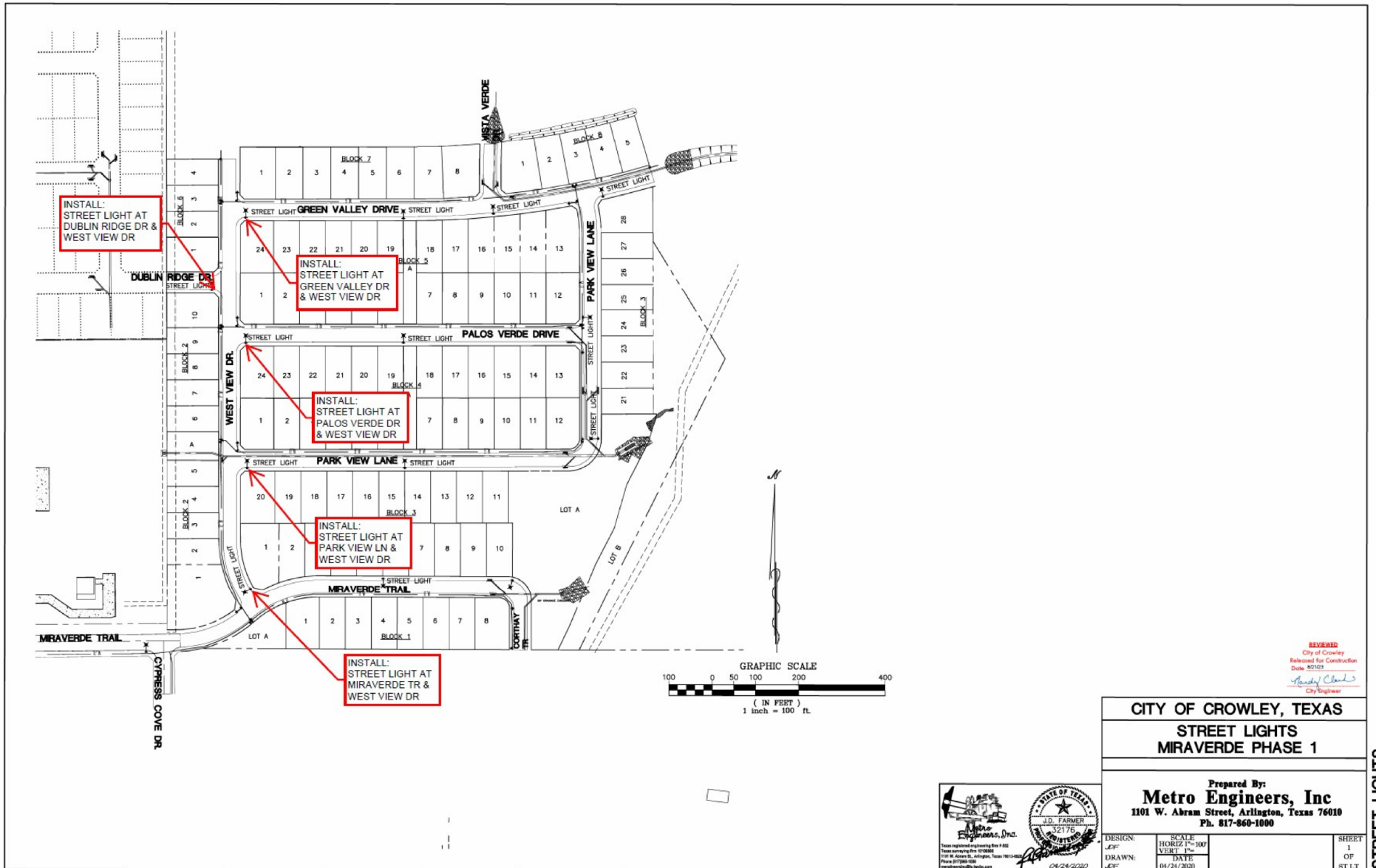
Notary Public in and for the State of Texas

Type or Print Notary's Name

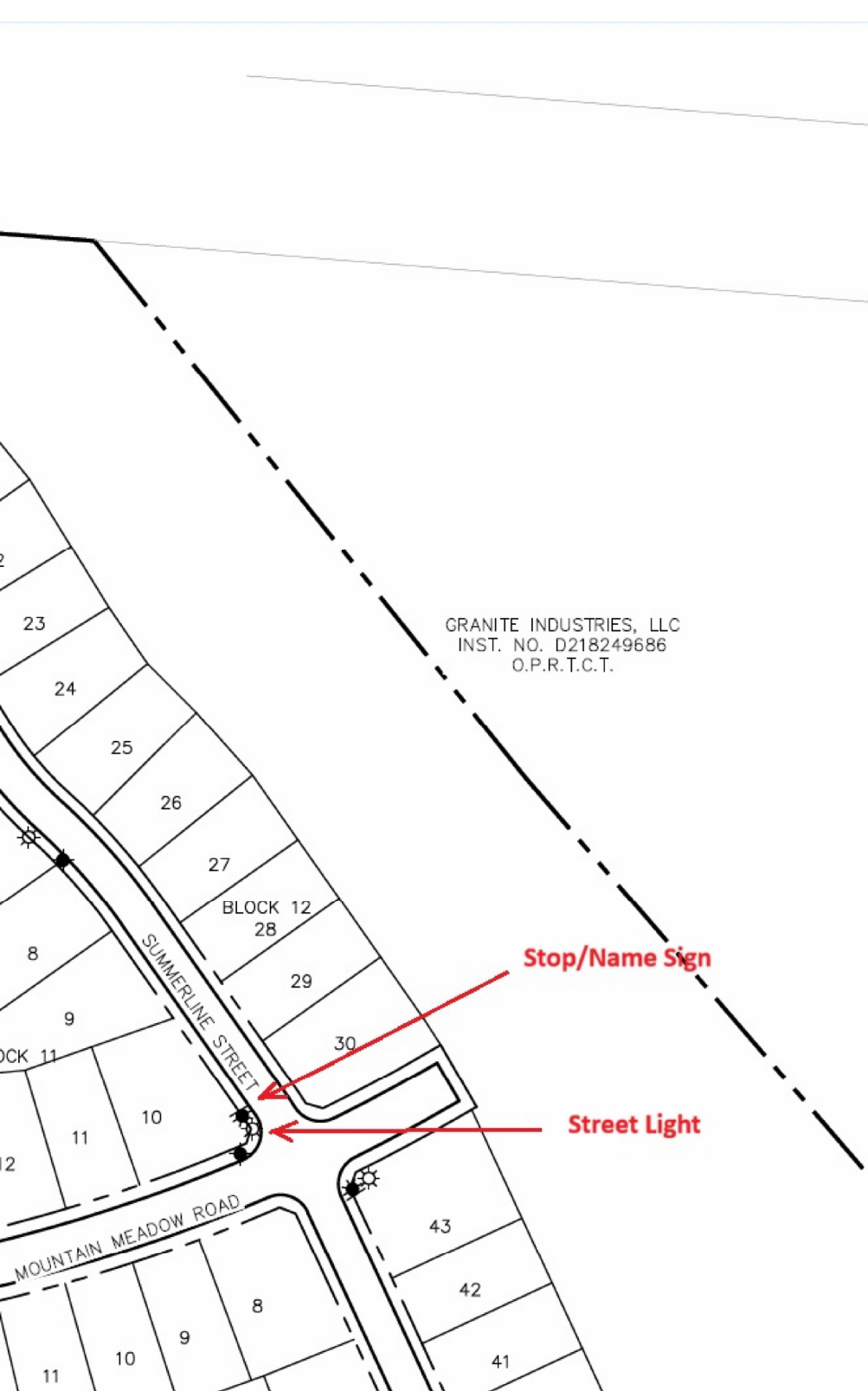
My Commission Expires:

EXHIBIT A

REQUIRED STREET LIGHT INSTALLATIONS



STREET LIGHTS



LEGEND

	STREET LIGHT LOCATION 14' (COLLECTOR & ARTERIAL STREETS)
	STREET LIGHT LOCATION (EXISTING)
	STREET LIGHT LOCATION 12' (STANDARD RESIDENTIAL STREETS)
	STREET NAME SIGN LOCATION
	STREET NAME SIGN LOCATION (EXISTING)
	STOP SIGN LOCATION
	STOP SIGN WITH NAME SIGN LOCATION (30" UNLESS OTHERWISE NOTED)
	STOP SIGN WITH NAME SIGN LOCATION (EXISTING)
	FIRE HYDRANT LOCATION
	FIRE HYDRANT LOCATION (EXISTING)
	MISCELLANEOUS TRAFFIC SIGN LOCATION (SEE SIGN KEY)
	BARRICADE LOCATION
	STREET NAME CHANGE

NOTES

1. ALL STREET LIGHT, SIGN, AND FIRE HYDRANT SYMBOLS ARE PROVIDED AS A GRAPHICAL REPRESENTATION ONLY. REFERENCE THE STREET LIGHT & SIGN LOCATION DETAIL ON THIS SHEET, AND WATER PLAN ON SHEETS C-45 AND C-48 FOR PLACEMENT.

2. ALL STREET LIGHTS TO BE ONCOR STANDARD POST TOP WASHINGTON LIGHT POLES WITH 55W LED LUMINAIRE PER DETAILS ON SHEET C-74

TRAFFIC SIGN KEY

Ⓐ = R2-1-30
(24"x30")

SPEED
LIMIT
30

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S AGREEMENT (this "Assignment") is entered into effective as of May 15, 2025 (the "Effective Date") by and between Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC ("Assignor"), and Lennar Homes of Texas Land and Construction, LTD, ("Assignee").

WHEREAS, Assignor and the City of Crowley, Texas, a home rule municipality located in Tarrant and Johnson Counties, Texas (the "City") have entered into that certain Developer's Agreement for the Mira Verde Phase 2 Addition, in the City of Crowley, Texas, recorded as Instrument Number D224045353 on March 18, 2024 in the Real Property Records of Tarrant County (the "Developer's Agreement"), attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Assignor now desires to assign to Assignee all of Assignor's obligations, rights, duties, title and interest in and to the Developer's Agreement, and Assignee desires to accept such assignment and assume all of Assignor's obligations, rights, duties, title and interest in and to the Developer's Agreement; and

WHEREAS, the Developer's Agreement requires the written consent of the City to any assignment of the Developer's Agreement, which consent is documented by the City's approval of this Assignment Agreement as reflected below.

NOW, THEREFORE, for and in consideration of the premises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and acknowledge as follows:

1. Assignment and Assumption. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's obligations, duties, rights, title and interest in and to the Developer's Agreement, and Assignee hereby assumes all of Assignor's obligations, duties, rights, title and interest in and to the Developer's Agreement, and agrees to be bound by the terms of the Developer's Agreement attached hereto as Exhibit "A".

2. Representations. Assignor further represents that its interests under the Developer's Agreement have not been previously assigned, sublet, transferred, hypothecated, or otherwise disposed of.

3. City Consent. By execution hereof, the City hereby provides written consent to this Assignment, pursuant to Section H.8 of the Developer's Agreement.

4. Notice. Any notice required to be given relating to the Developer's Agreement shall be given as follows:

Assignor: Crowley McCart Land Venture I, LLC and
STM/MNM Land Venture I, LLC
2106 East State Highway 114, Suite 121
Southlake, Texas 76092

Assignee: Lennar Homes of Texas Land and Construction, LTD
1231 Greenway Drive, Suite 800
Irving, Texas 75038

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

5. Counterparts. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

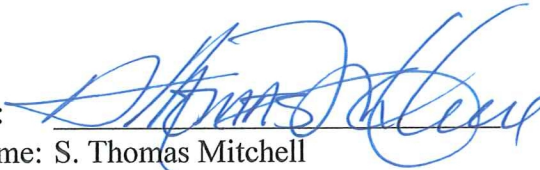
6. Binding Effect. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

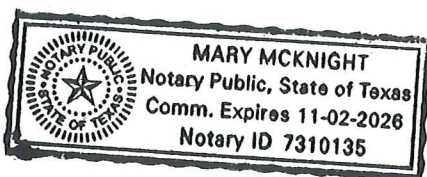
Crowley McCart Land Venture I, LLC

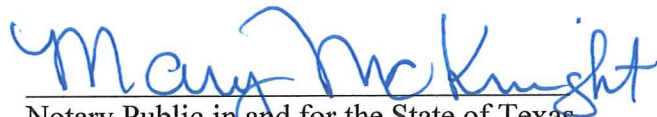
By: 
Name: S. Thomas Mitchell
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Manager of Crowley McCart Land Venture I , LLC, and that he is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of May, 2025.




Notary Public in and for the State of Texas
Mary McKnight
Type or Print Notary's Name

My Commission Expires:

ASSIGNOR:

STM/MNM Land Venture I, LLC

By: 

Name: S. Thomas Mitchell

Title: Manager

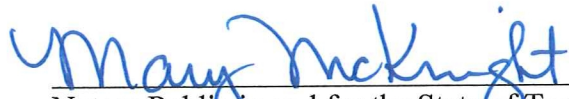
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Manager of STM/MNM Land Venture I, LLC, and that he is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of May, 2025.



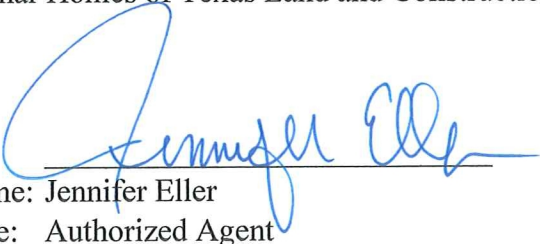

Notary Public in and for the State of Texas

Mary McKnight
Type or Print Notary's Name

My Commission Expires:

ASSIGNEE:

Lennar Homes of Texas Land and Construction, LTD

By: 

Name: Jennifer Eller

Title: Authorized Agent

STATE OF TEXAS

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COUNTY OF Dallas

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BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared **Jennifer Eller**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the Authorized Agent of Lennar Homes of Texas and Land Construction, LTD, and that he/she is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

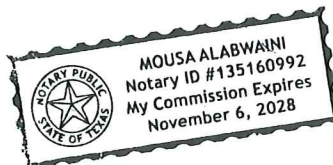
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of May, 2025.


Notary Public in and for the State of Texas

Mousa Alabwaini
Type or Print Notary's Name

My Commission Expires:

Nov 6, 2028



The City hereby consents to the foregoing Assignment this 15th day of May, 2025.

CITY OF CROWLEY, TEXAS:

Billy P. Davis
Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser
Carol C. Konhauser, City Secretary



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Billy P. Davis, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Crowley, and that he is authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of May, 2025.



Heather Gwin
Notary Public in and for the State of Texas

Heather Gwin
Type or Print Notary's Name

My Commission Expires:

9/28/27

EXHIBIT "A"

**DEVELOPER'S AGREEMENT
MIRA VERDE PHASE 2 ADDITION**


MARY LOUISE NICHOLSON
COUNTY CLERK

**CITY OF CROWLEY DEVELOPER'S AGREEMENT
FOR THE
MIRAVERDE PHASE 2 ADDITION**

STATE OF TEXAS

COUNTY OF TARRANT

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THIS CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE MIRAVERDE PHASE 2 ADDITION (the "**Agreement**") is entered into on the ____ day of _____, 2024, between the City of Crowley, Texas, hereinafter referred to as the "CITY", and Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC whose address is 2106 East State Highway 114, Suite 101, Southlake, TX 76092, hereinafter referred to as the "**DEVELOPER**".

WHEREAS, the DEVELOPER has requested the CITY to permit the development of a tract of land to be known as MiraVerde Phase II (the "**Addition**"); and

WHEREAS, the CITY approved a final plat (**EXHIBIT "A"**) for the Addition on November 2, 2023, which requires the construction of community facilities and improvements, including Off-Site infrastructure that will serve the Addition as provided herein; and

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

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

A. ZONING, PLATTING and ADDITION PLANNING

All property owned by the DEVELOPER and located within the limits of the Addition shall be zoned and platted in accordance with the Comprehensive Zoning Ordinance of the City (the "**Zoning Ordinance**"), as amended, and Chapter 98 of the City Code of Ordinances (the "**General Development Ordinance**"), as amended, before any building permit will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting as reflected on the development plans and specifications (collectively, the "**Plans**") approved by the City as described on **Exhibit "B"** attached hereto and incorporated herein by reference.

The DEVELOPER shall comply with all requirements in this Agreement as a condition of approval of the Addition.

B. PUBLIC IMPROVEMENTS

All public and private infrastructure improvements on the Property, on-site and off-site, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, as reflected on the Plans shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the general development regulations of the Unified Development Code of the CITY and other regulations of the CITY, and as approved by the City engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of the Plans for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design and Plans. Engineering studies, plan/profile sheets, and other construction documents (the Plans, engineering studies, plan/profile sheets and other construction documents are collectively referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER to the CITY at the time of platting as required by the General Development Ordinance. Such Construction Documents shall be approved by the City engineer or his agent. Construction of such improvements shall not be initiated until a pre-construction conference with the City has been conducted regarding the proposed construction.

In accordance with the General Development Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City engineer or his agent to evaluate conformance with the Construction Plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement and the General Development Ordinance, the DEVELOPER shall deliver to the CITY the following as-built construction plans for the public improvements constructed or engineered by the DEVELOPER:

1. One FULL set in AutoCAD 14 (or the City's most recent version);
2. One FULL MYLAR set;
3. One FULL Blue-Line set;
4. One Blue-Line copy of the executed ("filed") Final Plat sheet;
5. Two (2) Blue-Line copies of the Water and Sanitary Sewer Layout sheet at a scale of 1:200; and
6. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200.
7. Shape files (GIS) providing the location of water and sanitary sewer layout, storm drain layout, and street layout reflecting correct right-of-way width. The shape files shall be provided in the Texas NAD83 State Plane coordinate system for North Central Texas.

No building permits will be issued for the Addition until all public improvements have been installed and inspected and a letter of acceptance has been issued by the City.

C. CONSTRUCTION BONDS

Prior to initiating any construction for the Addition, the construction contractor(s) for the DEVELOPER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND

A good and sufficient performance bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the prime contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The performance bond shall guarantee completion of the improvements within two years of execution of this Agreement.

2. PAYMENT BOND

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

Upon completion of construction and at the time of acceptance by the City of the public improvements, and before the City shall issue any building permits for the Addition, the DEVELOPER shall provide the City with a maintenance bond as follows:

3. MAINTENANCE BOND

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

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

D. UTILITIES

1. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the water system and improvements within the dedicated easements once the two-year maintenance bond is released.

2. SANITARY SEWER

All required on-site and off-site sanitary sewer mains, manholes and other improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the sewer system and improvements within the dedicated easements once the two-year maintenance bond is released.

3. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other federal, state and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Addition. These facilities shall be designed and constructed in accordance with the CITY's General Development Ordinance, and the Construction Plans. The DEVELOPER agrees to comply with all provisions of the Texas Water Code. The CITY shall assume maintenance responsibilities of the drainage facilities and improvements within the dedicated easements once the two-year maintenance bond is released.

4. STREETS

1. Developer agrees to construct the street Facilities, on-site and off-site, in the Addition in accordance with the approved Plans referenced on Exhibit "B" which are made a part of this Agreement.
2. The Developer will be responsible for:
 - a. Installation and two-year operation cost of streetlights, which shall be payable to the City prior to final acceptance of the Addition; or an agreement with utility provider stating that no charge to the City will be made for streetlights for the two-year duration or until 80% of the lots in the Addition are occupied.
 - b. Installation of all street signs, on-site and off-site, designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard generally employed by the Developer and approved by the City in accordance with City ordinances.
 - c. Installation of all regulatory signs, on-site and off-site, recommended based upon the Manual of Uniform Traffic Control Devices, as prepared by the Developer's engineer, by an engineering study or direction by the City

Engineer. It is understood that Developer may install signs having unique architectural features. However, should the signs be moved or destroyed by any means, the City is only responsible for replacement of standard signs utilized by the City.

3. All street Facilities will be subject to inspection and approval by the City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement.
4. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are planned.
5. It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City Engineer as soon as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
2. The CITY does note to the DEVELOPER that a 12" water line exists in the right of way of Mira Verde Drive, and an 8" water line in the ROW of Corthay Trail (Mira Verde South Improvements) for point of connection.
3. The CITY does note to the DEVELOPER that an 8" sanitary sewer line exists in the ROW of Corthay Trail (Mira Verde South Improvements) for point of connection.

F. FEES

1. IMPACT FEES

It is understood and agreed that impact fees will be assessed by the CITY at the time of final platting of the Addition, including the applicable sanitary sewer and water impact fees assessed by both the CITY and the City of Fort Worth. These fees must be paid prior to obtaining building permits for lots in the Addition.

2. PUBLIC UTILITIES

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

3. PARK FEES

The DEVELOPER shall pay a \$1,200.00 per LOT fee-in lieu of dedicating park land, (\$600 per LOT and \$600 for park equipment), for this development. This was voted on and approved by the Parks Board on November 2, 2023.

G. DETERMINATION OF ROUGH PROPORTIONALITY

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

H. GENERAL CONDITIONS

1. CONSTRUCTION TIME

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

2. LAW COMPLIANCE

The DEVELOPER agrees to comply with all federal, state and local laws that are applicable to

development of the Addition.

3. EROSION CONTROL

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

4. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, perimeter fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty improvements and shall form and dedicate such improvements to a homeowners association ("HOA") for maintenance, repair and replacement of such improvements. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

5. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. The DEVELOPER prior to formation of the HOA, and the HOA after formation thereof, and their respective successors and assigns, agrees to accept responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees to indemnify and hold harmless the CITY from any and all damage, loss or liability of any kind whatsoever by reason of injury to property or third persons occasioned by the location of these amenities within the public right-of-way, and the DEVELOPER prior to formation of the HOA, and the HOA after formation thereof, and their respective successors and assigns, shall defend and protect the CITY against all such claims and demands. The DEVELOPER prior to formation of the HOA, and the HOA after formation thereof, and their respective successors and assigns, shall replace any plants, trees, or grass planted by DEVELOPER that die prior to completion of the public improvements being constructed by DEVELOPER with the same or similar size and type of plant, tree, or grass that died.

6. BUILDING PERMITS AND INGRESS/EGRESS

Any subdivision in the City of Crowley with 30 lots or more requires two points of ingress/egress.

7. VENUE

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

8. ASSIGNMENT

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

I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

The CITY will not issue a letter of acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City engineer or his agent along with all documentation required by this Agreement, Federal and State Laws and City Ordinances. However, upon substantial completion, meaning all constructible aspects of the approved "Plans" of the project been completed, including any written and executed mutually agreed amendments, a "punch list" of items that are incomplete, have failed and/or not meeting City design criteria, shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the public improvements in the Addition. All items on the "punch list" must be completed, inspected and accepted by the City; and no building permits will be issued until acceptance by the City of the public improvements.

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

J. NON-WAIVER

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

K. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE

ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

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

L. AMENDMENTS

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

M. ASSESSMENT

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

N. CONTINUITY

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

O. SEVERABILITY

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

P. DEFAULT

1. If DEVELOPER has not commenced construction within one (1) year after the execution of this Agreement, or completed construction within two (2) years from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to Section H.1. hereof.
2. If DEVELOPER should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the Developer involving bankruptcy, insolvency, reorganization, liquidation or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured (but in no event less than thirty (30) days after Developer's receipt of such default notice). Notice shall be sent to the Developer at the address listed in the signature line below. If Developer shall not cure the breach within the time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

Q. TERMINATION AND RELEASE

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

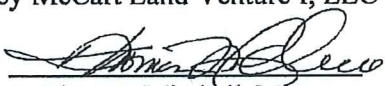
R. OTHER CONDITIONS

1. **SIDEWALKS.** Sidewalks and barrier free ramps shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements prior to final acceptance.
2. The Developer shall pay inspection fees, to the City of Crowley, to inspect the infrastructure improvements for this development. City of Crowley shall provide the Developer monthly invoices for inspections conducted in the course of assuring the fulfillment of this agreement. Invoices may include plan review by the inspector, emails, meetings, and calls related to the project, reporting, on-site inspections, invoicing. It is estimated that a minimum of one-hour of time per work day will be necessary for the inspection of the project. Time will be billed in one-hour increments. Inspection of work perform outside the normal work week or done on City Holidays will be governed by City Ordinance. Costs for the public improvement inspections are shown on Exhibit "C" attached hereto.

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

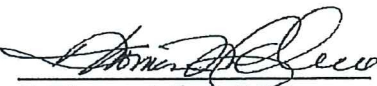
Crowley McCart Land Venture I, LLC

Address: 2106 East State Highway 114, Suite 101
Southlake, TX 76092

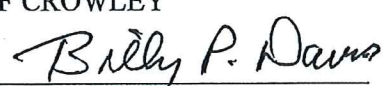
By: 
S. Thomas Mitchell, Manager

With a copy to: James K. Fleck
PTG, LLC
101 Summit Avenue, Suite 312
Fort Worth, TX 76102

STM/MNM land Venture I, LLC

By: 
S. Thomas Mitchell, Manager

CITY OF CROWLEY

By: 
Billy Davis, Mayor

ATTEST:

By: Carol Konhauser

Carol Konhauser, City Secretary



ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TARRANT

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§

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared S. Thomas Mitchell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Manager of Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC and that he executed the same on behalf of Crowley McCart Lane Venture I, LLC and STM/MNM Land Venture I, LLC for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of February 2024..



Mary McKnight
Notary Public in and for the State of Texas

Type of Print Notary's Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of March 2024.



Carol Konhauser
Notary Public in and for the State of Texas
Carol Konhauser
Type of Print Notary's Name

EXHIBIT "B"
DESCRIPTION OF IMPROVEMENTS

On-Site and Off-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Grading, Paving, Drainage, and Street Light Improvements to serve the MiraVerde Phase II Addition dated 08/18/0023 by Bryce Eckeberger, P.E. of Kimley-Horn, as approved by the City Engineer dated 08/21/2023.

EXHIBIT "C"
DESCRIPTION OF INSPECTION FEE COSTS

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

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

Review and Inspection (related to construction and improving infrastructure for a subdivision and it's Lots:

\$250.00 per hour

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

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



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: July 16, 2026
Department: Asst City Managers	Agenda Item: IV.6.
Subject: Discuss and consider approval of resolution R07-2026-486 approving a five-year capital improvement budget for the Karis Municipal Management District.	

Background:

The Karis Municipal Management District (MMD) was created in 2019 to develop approximately 597 acres of undeveloped land in Crowley. The MMD has the ability to issue bonds to support the funding of capital improvement projects within the District. Under LGC 375.207 (a) the MMD shall obtain approval of the City Council for any bond issuance for an improvement project, except {as outlined under paragraph (b)} when the MMD obtains City Council approval of a 5-year Capital Improvement Budget. These infrastructure improvements would include roadways, mobility projects, utility infrastructure, and open space improvements.

The resolution presented includes the proposed MMD's 2026-2030 Capital Improvement Budget.

Recommendation:

Staff recommends approval of this resolution.

Financial Information:

There is no financial impact to the City of Crowley at this time associated with the approval of this resolution.

Attachments:

1. Resolution Approving Capital Improvements Budget (2026-2030)
2. Capital Improvements Budget (2026-2030) Exhibit A

RESOLUTION NO. R07-2026-486

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, APPROVING A FIVE-YEAR CAPITAL IMPROVEMENTS BUDGET FOR THE KARIS MUNICIPAL MANAGEMENT DISTRICT OF TARRANT, COUNTY.

WHEREAS, pursuant to Chapter 375, Local Government Code (the “Act”), and an Order of the Texas Commission of Environmental Quality, issued February 19, 2019, the Karis Municipal Management District of Tarrant County (the “District”) was created to serve approximately 597 acres of undeveloped property with the City of Crowley, Texas (the “City”), with certain water, sanitary sewer, and drainage facilities; roads and improvements in aid thereof; transit and parking improvements, and open space, parks and recreational improvements; and

WHEREAS, the District is a conservation and reclamation district and political subdivision of the State of Texas, operating pursuant to Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59, Texas Constitution, and the general laws of the State of Texas, including particularly the Act, and Chapters 49 and 54, Texas Water Code; and

WHEREAS, pursuant to Section 375.207 of the Act, the District must either (i) obtain approval of the City for District bond issuances before such bonds may be issued, or (ii) obtain approval from the City of a capital improvements budget (the “Capital Improvements Budget”) for a period of not to exceed five years, and upon such approval may finance the capital improvements and issue bonds specified in such Capital Improvements Budget; and

WHEREAS, effective January 21, 2021, the District and the City entered into that certain “Project Finance and Operating Agreement” by and among the City, the developer of the property within the District, the Board of Directors of Reinvestment Zone Number One, City of Crowley, Texas, and the District (the “Agreement”) whereby the initial Capital Improvements Budget was approved; and

WHEREAS, the initial Capital Improvements Budget expired on January 20, 2026, and in compliance with the Act and Agreement, the District has submitted a new Capital Improvements Budget for the calendar years 2026 through 2030 (the “2026-2030 Capital Improvements Budget”) and is requesting the City to approve such 2026-2030 Capital Improvements Budget; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1: The recitals set forth in the preamble of this Resolution are true and correct in all material respects. The capitalized terms defined in the recitals to the Resolution are hereby

approved and adopted as a part of the Resolution. Capitalized terms not herein defined are defined in the Agreement.

Section 2: The City Council of the City hereby approves the 2026-2030 Capital Improvements Budget attached hereto as Exhibit A.

Section 3: This Resolution shall take effect immediately from and after its passage by the City Council of the City and the Mayor or City Manager is authorized to execute and the City Secretary to attest this Resolution.

PASSED, APPROVED AND EFFECTIVE on this the 16th day of July, 2026.

CITY OF CROWLEY, TEXAS

Carol Cannady, City Secretary
City of Crowley, Texas

Billy Davis, Mayor
City of Crowley, Texas

[Seal]

Karis Master Planned Community

5-YEAR CAPITAL PLAN (INCL CONTINGENCY & ENGINEERING*)

**Note: Contingency & Engineering is allocated on a weighted average of the total hardcosts shown above "5-YEAR CAPITAL PLAN (EXCL CONTINGENCY & ENGINEERING)"*



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: July 16, 2026
Department: Asst City Managers	Agenda Item: IV.7.
Subject: Discuss and consider entering into an Interlocal Agreement (ILA) with the Crowley Independent School District for Eagle Drive Pedestrian Crossing Improvements.	

Background:

The Crowley Independent School District (CISD) is currently renovating the Crowley High School Campus near the intersection of Main Street and Eagle Drive. The high school campus is separated by Eagle Drive. The academic core of the campus, along with visitor parking, is on the east side of the roadway, while the sports complex is on the west side of Eagle Drive. The project is seeking to provide two drive approaches and a pedestrian walkway across Eagle Drive, connecting the two sections of the campus.

CISD has reached out to staff and requested consideration from Council to cost-participate in the roadway improvements associated with the pedestrian crossing. This participation under consideration would be for the improvements made to Eagle Drive within the city-owned right-of-way only, and not the associated drive approaches on CISD property.

The existing condition of Eagle Drive is poor and is being considered for future improvements.

In its current condition, the pedestrian crossing would not meet ADA requirements. Due to the necessity of the improvements, the summer bus schedule, and the fall semester calendar, CISD has already begun the work. They have worked with city staff to meet city design standards and have shared construction material testing data with staff during the work. CISD decided to begin the work with the understanding that the Council has yet to approve the participation.

Staff has worked with the city attorney to compose the attached ILA. The ILA has been shared with CISD, and their Board has approved the terms.

The breakdown of the expenses is as follows:

- Demo/Earthwork - \$34,000
- Concrete - \$38,763.20
- Traffic Control - \$7,000
- Pavement Markings - \$5,000
- **Total Costs - \$84,763.20**

Recommendation:

Staff has reviewed the project design and worked with the City attorney to create the ILA. We recommend approval of the ILA if the Council agrees to participate.

Financial Information:

The total amount of financial participation requested by the Interlocal Agreement is \$87,763.20.
If participation is approved, it could be funded from the 2025 bond or reserves.

Attachments:

1. Eagle Dr Pedestrian Crossing ILA CLEAN

INTERLOCAL AGREEMENT REGARDING EAGLE DRIVE PEDESTRIAN CROSSING IMPROVEMENTS

This Interlocal Agreement Regarding Eagle Drive Pedestrian Crossing Improvements (the “Agreement”) is made and entered into on this 16th day of July, 2026, by and between the City of Crowley, Texas (“City”) and the Crowley Independent School District (“CISD”).

RECITALS

WHEREAS, this Agreement is made under the authority granted to the City and the CISD pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act; and

WHEREAS, CISD is currently undertaking major renovations/reconstruction of the Crowley High School (“CHS”) campus; and

WHEREAS, Eagle Drive is a city-owned and maintained right-of-way which bisects the CHS campus property; and

WHEREAS, the primary CHS educational buildings will be located on the east side of the existing Eagle Drive, and the stadium and athletic facilities will be located on the west side of Eagle Drive, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, for the safety and security of the students and the general public, CISD is designing and constructing an improved pedestrian crossing of Eagle Drive including drive approaches, marked pedestrian crossing, flashers, and reflective pavement markings (the “Pedestrian Crossing Improvements”) as more particularly described and depicted on **Exhibit B**, attached hereto and incorporated herein; and

WHEREAS, the City has agreed to reimburse CISD for the expense of the roadway portions of the Pedestrian Crossing as set forth herein; and

WHEREAS, the City and CISD desire to document herein their agreement regarding the Pedestrian Crossing project.

NOW, THEREFORE, in consideration of the mutual covenants herein expresses, the parties agree as follows:

I. PEDESTRIAN CROSSING IMPROVEMENTS

(a) **Construction of Pedestrian Crossing Improvements.** CISD hereby agrees to construct the Pedestrian Crossing Improvements in accordance with plans and specifications which have been approved by the City and described on **Exhibit B** attached to and fully incorporated into this Agreement. The Pedestrian Crossing Improvements shall be provided by CISD, in accordance with all applicable ordinances or other development regulations of the City including the City’s Subdivision Ordinance.

(b) CISD shall design and prepare the plans and specifications for the construction of the Pedestrian Crossing Improvements. CISD shall employ a contractor reasonably acceptable to the City for the construction of the Pedestrian Crossing Improvements.

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

(d) CISD shall ensure that the contractor performing the work on the Pedestrian Crossing Improvements shall comply with all local, state and federal laws, rules and regulations, including those regulations relating to drainage, flood control, runoff, erosion, pollution, hazardous materials, and any other control and mitigation requirements related thereto.

(e) Upon completion of construction of the Pedestrian Crossing Improvements required by this Agreement, CISD shall deliver to the City a set of as-built construction plans of the Pedestrian Crossing Improvements, in a form satisfactory to the City Engineer.

II. CITY FINANCIAL PARTICIPATION

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

(b) The City shall reimburse CISD the total cost of the construction and installation of the Pedestrian Crossing Improvements estimated to be \$84,763.20 based on the cost estimates attached as **Exhibit C** and incorporated into this Agreement.

(c) The parties agree that the City's actual reimbursement to CISD shall be determined according to CISD's actual costs of completing the roadway portions of the Pedestrian Crossing Improvements if the actual costs are less or more than the estimated amount.

(d) The City also agrees to reimburse CISD the cost of the performance, payment, and maintenance bonds required for the roadway portions of the project in Article III below.

III. INSURANCE AND BONDS

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

(b) Prior to initiating any construction of the Pedestrian Crossing Improvements, CISD or its contractor shall provide the City with one original and one quality copy of the following construction bonds:

(1) **Performance Bond**. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the Pedestrian Crossing Improvements, guaranteeing the full and faithful execution of the work and performance of this Agreement and for the protection of the City against any improper execution of the

work or the use of inferior materials. The Performance Bond shall guarantee completion of the Pedestrian Crossing Improvements within three (3) months of execution of this Agreement.

(2) Payment Bond. A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the Pedestrian Crossing Improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the Pedestrian Crossing Improvements.

(c) Upon completion of construction, and acceptance of the Pedestrian Crossing Improvements by the City, CISD, or its contractor shall provide the City with a maintenance bond as follows:

Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) of the total cost of the Pedestrian Crossing Improvements, guaranteeing the maintenance in good condition of the Pedestrian Crossing Improvements for a period of two (2) years from and after the date that a Letter of Acceptance is issued from the City indicating that the Pedestrian Crossing Improvements have been completed by CISD and accepted by the City.

(d) Each of the above bonds shall be in a form acceptable to the City. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, and the City, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas.

IV. PAYMENT BY CITY

The City shall reimburse CISD for its actual costs in constructing the Pedestrian Crossing Improvements in an amount not to exceed the amount set forth in Article II of this Agreement, and the City agrees to reimburse CISD for the costs of the performance, payment, and maintenance bonds required by Article III of this Agreement. CISD shall make monthly reports to the City, accompanied by all invoices and other supporting documentation, and with certification provided by the Engineer of Record, as to the quantities and costs of the associated work performed. The City's reimbursement of the costs of the Pedestrian Crossing Improvements and the bonds shall be paid within thirty (30) days of issuance of a Letter of Acceptance, as provided in Article V of this Agreement. Payment shall be subject to the City's verification of the costs of the Pedestrian Crossing Improvements and the bonds and that the work has been completed in accordance with the plans and specifications.

V. ACCEPTANCE OF PEDESTRIAN CROSSING IMPROVEMENTS

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

(b) Upon issuance of a Letter of Acceptance, title to the roadway portions of the Pedestrian Crossing Improvements mentioned herein above shall be vested in the City and CISD relinquishes any right, title or interest in and to such roadway portions of the Pedestrian Crossing Improvements or any part thereof. It is understood and agreed that the City shall have no liability or responsibility in connection with such Pedestrian Crossing Improvements until the Letter of Acceptance is issued. By acceptance of the Pedestrian Crossing Improvements and payment to CISD, City does not waive any claims arising from the work.

VI. GENERAL PROVISIONS

(a) **No Third Party Rights.** The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.

(b) **Termination.** This Agreement shall terminate automatically upon payment by the City of all amounts owing under this Agreement.

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

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

(e) **Hold Harmless.** To the extent permitted by law, CISD and the City, and their officers, agents, employees, successors, and assigns do hereby fully release and agree to indemnify and hold harmless each other, and their officers, agents, servants, and employees, from all claims, suits, judgments, and demands of any nature whatsoever, for property damage or personal injury, including death, arising out of or in connection with the construction of the Pedestrian Crossing Improvements, or resulting from or in any way connected with this Agreement.

(f) **No Waiver of Immunity.** This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the CISD waive any immunity or defense that would otherwise be available to it against claims by third parties.

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

(h) **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by CISD and the City.

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

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

CISD:

Attention: _____

City:

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

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

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

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

(n) **Representations.** By execution of this Agreement, each party represents to the other that:

(1) In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;

(2) The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;

(3) All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and

(4) All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

(n) **Approval by City of Crowley, Texas.** This Agreement was approved by the City Council at its meeting on July 16, 2026.

City of Crowley

Attest:

Lori Watson, City Manager

Carol Cannady, City Secretary

Dated: _____

Crowley Independent School District

Attest:

Dr. Michael D. McFarland, Superintendent

By:

Dated: _____

STATE OF TEXAS

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COUNTY OF TARRANT

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Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Lori Watson, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Crowley and that she executed the same as the act of said City of Crowley for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2026.

Notary Public in and for the State of Texas

[SEAL]

STATE OF TEXAS

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§
§

COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Michael D. McFarland, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the purpose and consideration therein express, as the act of the Crowley Independent School District, and in the capacity therein stated as its duly authorized officer or representative.

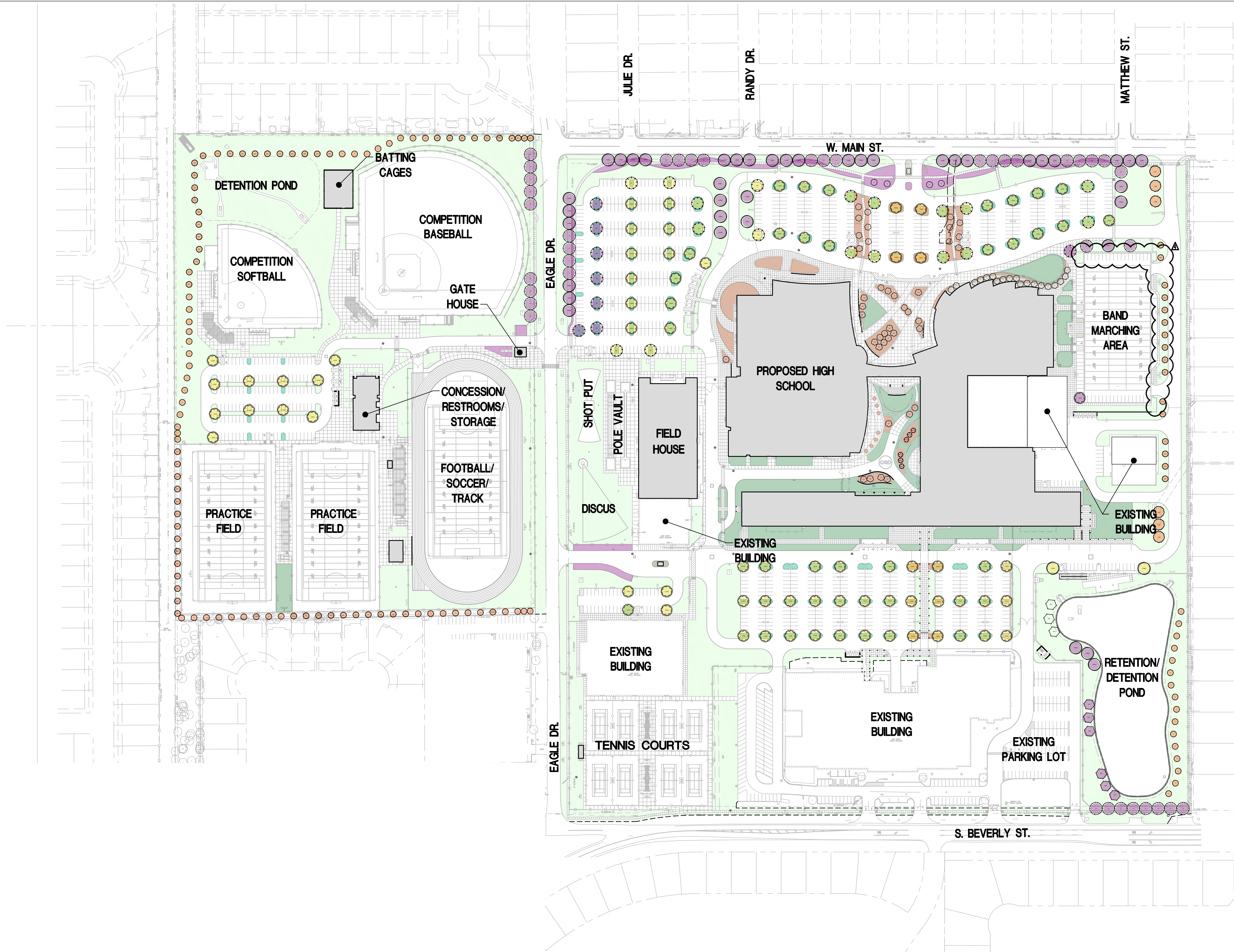
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2026.

Notary Public in and for the State of Texas

[SEAL]

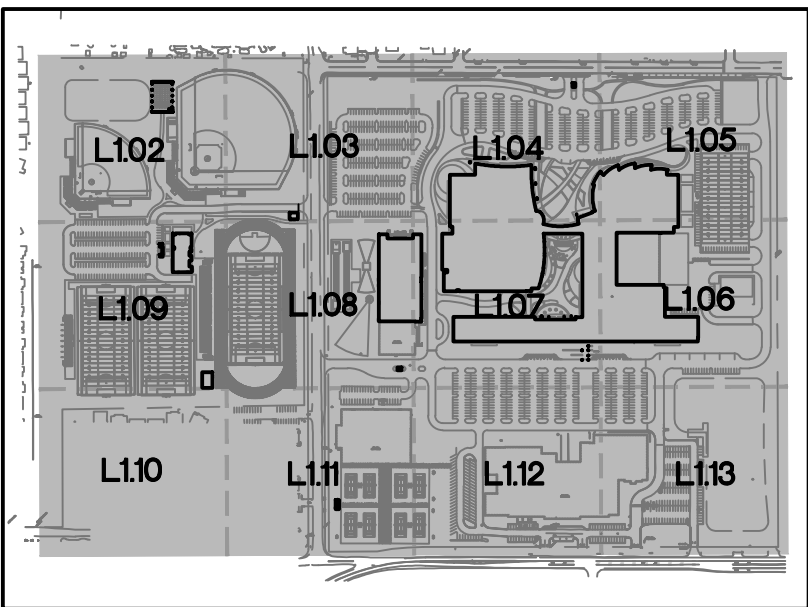
EXHIBIT A

CHS PROPERTY/SITE PLAN



LEGEND

- SOD
- ARTIFICIAL TURF
- SHRUB BED
- DECOMPOSED GRANITE



KEYPLAN

TNP PROJECT NO. VLK23421
TBPES: ENGR F-230; SURV 1001600, 1001601, 10194361
GBPE: PEF00743; TBAE: BR 2673



VLK | ARCHITECTS

ARCHITECT
VLK Architects, Inc.
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

CIVIL ENGINEER
Teague Nail & Perkins, Inc.
5237 North Riverside Drive, Suite 100
Fort Worth, Texas 76137
Main Phone: 817.336.5773
www.tnpsc.com

LANDSCAPE / IRRIGATION
Teague Nail & Perkins, Inc.
5237 North Riverside Drive, Suite 100
Fort Worth, Texas 76137
Main Phone: 817.336.5773
www.tnpsc.com



ISSUED: September 5, 2024

REVISIONS	
Revision No.	Revision Date
1. ADD. NO. 6	11.07.2024
2. PR 011	12.11.2024
3. PR 012	01.15.2025
4. PR 030	05.14.2025

Director	Drawn By
MSW	TNP
Designer	Quality Control
PCV	TNP
Proj. Arch.	
VLK	

PROJECT NO.
23-054.00

SHEET TITLE
OVERALL LANDSCAPE PLAN

SHEET NO.
L1.01

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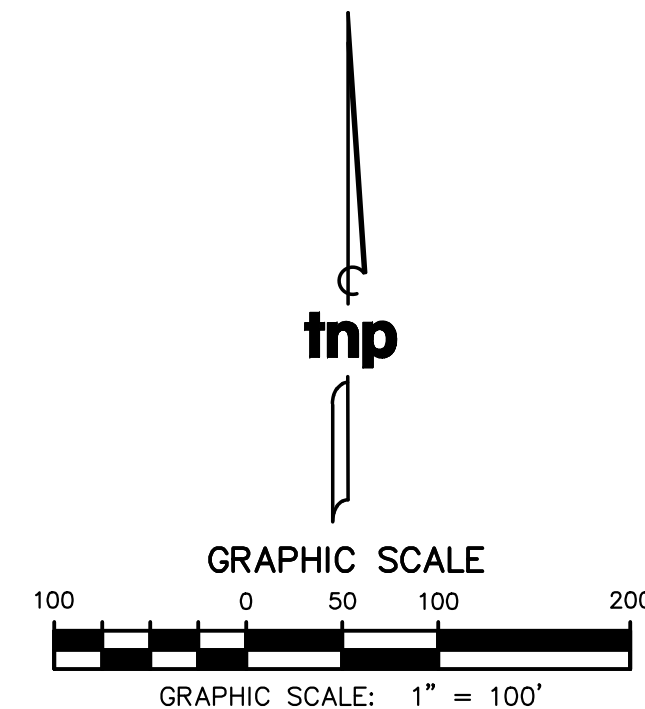
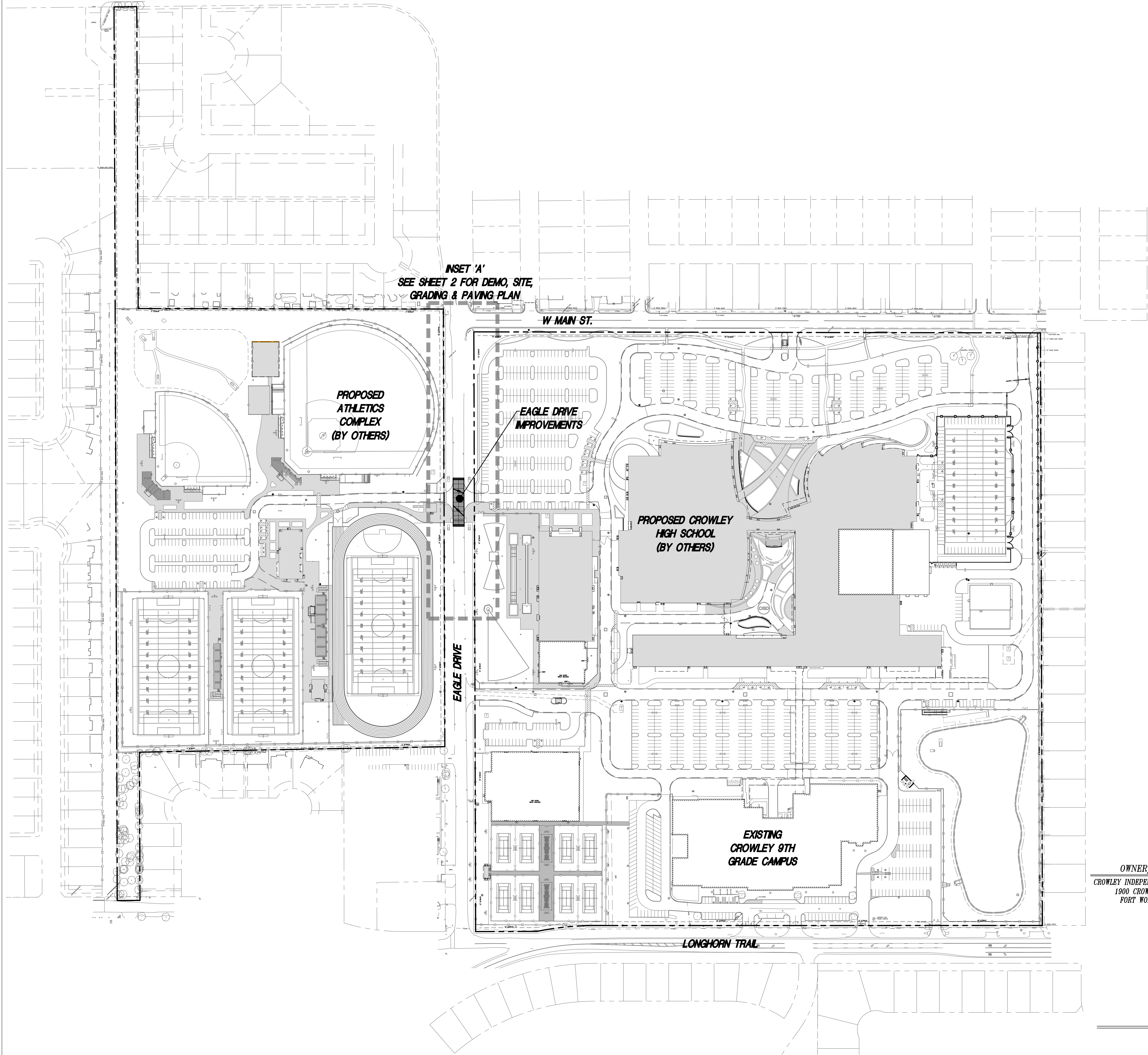
CROWLEY ISD
CROWLEY, TEXAS

Package No. 3: Site & Building

Crowley High School Replacement

EXHIBIT B

PEDESTRIAN CROSSING IMPROVEMENTS



OWNER/APPLICANT:
CROWLEY INDEPENDENT SCHOOL DISTRICT
1900 CROWLEY PRIDE DRIVE
FORT WORTH, TX 76036

ENGINEER:
TEAGUE NALL & PERKINS, INC.
5237 N RIVERSIDE DRIVE, SUITE 100
FORT WORTH, TEXAS 76137
817.336.5773
CONTACT: PHILIP C. VARUGHESSE, P.E.

**OVERALL SITE PLAN FOR
EAGLE DRIVE INTERSECTION
RENOVATIONS AT
CROWLEY HIGH SCHOOL
CROWLEY I.S.D.
TARRANT COUNTY, TEXAS**

DATE PREPARED: MAY 2026

TNP PROJECT NO. VLK23421
TBPES: ENGR F-230; SURV 10011600, 10011601, 10194361
GBPE: PEF007431; TBAE: BR 2673

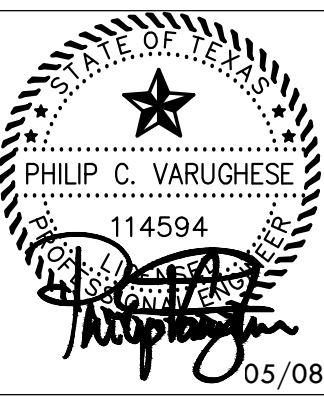


VLK ARCHITECTS

ARCHITECT
VLK Architects, Inc.
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

CIVIL ENGINEER
Teague Nall & Perkins, Inc.
5237 North Riverside Drive, Suite 100
Fort Worth, Texas 76137
Main Phone: 817.336.5773
www.tnpinc.com

LANDSCAPE / IRRIGATION
Teague Nall & Perkins, Inc.
5237 North Riverside Drive, Suite 100
Fort Worth, Texas 76137
Main Phone: 817.336.5773
www.tnpinc.com



ISSUED: September 5, 2024

REVISIONS	
Revision No.	Revision Date

Director MSW	Drawn By TNP
Designer PCV	Quality Control TNP
Proj. Arch. VLK	

PROJECT NO.
23-054.00

SHEET TITLE
OVERALL SITE PLAN

SHEET NO.
1

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CROWLEY ISD
CROWLEY, TEXAS

Package No. 3: Site & Building

Crowley High School Replacement