



Regular Session
Council Agenda Packet
March 21, 2024

CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
March 21, 2024
ATTENDANCE SHEET

| | <u>Worksession</u> | <u>Regular</u> |
|---|--------------------|----------------|
| Council Member Johnny Shotwell, Place 1 | _____ | _____ |
| Council Member Jerry Beck, Place 2 | _____ | _____ |
| Council Member Jesse Johnson, Place 3 | _____ | _____ |
| Mayor Pro Tem Jim Hirth, Place 4 | _____ | _____ |
| Council Member Matt Foster, Place 5 | _____ | _____ |
| Council Member Scott Gilbreath, Place 6 | _____ | _____ |
| Mayor Billy Davis | _____ | _____ |
| Staff: | | |
| Robert Loftin, City Manager | _____ | _____ |
| Lori Watson, Deputy City Mgr/Finance Director | _____ | _____ |
| Cristina Winner, Asst City Mgr/Comm Serv Director | _____ | _____ |
| Matt Elgin, Direct of Projects & Utilities | _____ | _____ |
| Rob Allibon, City Attorney | _____ | _____ |
| Carol Konhauser, City Secretary | _____ | _____ |
| Pleasant Brooks, Fire Chief | _____ | _____ |
| Kit Long, Chief of Police | _____ | _____ |
| Mike Rocamontes, Public Works Director | _____ | _____ |
| Rachel Roberts, Planning & Comm Dev Director | _____ | _____ |
| Vacant, HR Administrator | _____ | _____ |
| Julie Hepler, Special Event Coordinator . | _____ | _____ |



**AGENDA
CROWLEY CITY COUNCIL
MARCH 21, 2024
WORK SESSION - 6:30 p.m.**

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

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

WORK SESSION - March 21, 2024 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. None.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

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 regular meeting held March 7, 2024.

IV. PUBLIC HEARINGS

1. Hold a public hearing to receive input on the amendment of the Water and Wastewater Impact fees. Discuss and consider adoption of Ordinance 03-2024-519 amending Chapter 86, Article IV, Division 4 "Capital Recovery Fees" and adopting amendments to the Water and Wastewater Impact fees; providing a severability clause; and providing an effective date.

V. CITY BUSINESS

1. Discuss and consider 2023-24 EDC Budget Amendment #1 for the installation of street lights for the Public Parking lot and allocate money for the Grand Opening of the Crowley Crossing.
2. Discuss the proposed guidelines for the Crowley Crossing Plaza and Gerry Teeter & Marilyn Hargrave Dog Park.
3. Discuss and consider approving the Developer Agreement with WB Crowley Land, LLC, for Canoe Way Tract 2.
4. Council to Ratify the City Manager's appointment of Matt Elgin as Assistant City Manager/Director of Special Projects effective April 1, 2024, pursuant to the Home Rule Charter, Article V. Municipal Administration, Section 5.05 City Departments.
5. Discuss and consider approval of a developer agreement for land located generally along S. Hampton Road between FM 1187 and Sendero Oaks Dr.

VI. ADJOURNMENT



**AGENDA
CROWLEY CITY COUNCIL
MARCH 21, 2024
REGULAR SESSION - 7:00 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76028**

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 - March 21, 2024 - 7:00 pm

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGE TO 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."

IV. PRESENTATIONS/PROCLAMATIONS

1. Proclamation - Child Abuse Prevention Month

V. CONSENT AGENDA

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VIII. ADVISORY BOARDS AND COMMISSIONS

1. Reports

None

2. Appointments/Reappointments

None

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****

IX. 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.

X. 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

XI. 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 as permitted by Government Code:

- 1. Section 551.071 (Consultation with Attorney)**
- 2. Section 551.072 (Deliberations about Real Property)**
- 3. Section 551.074 (Personnel Matters)**
Discuss the appointment and conduct contract negotiations for new City Manager.
- 4. Section 551.087 (Business Prospect/Economic Development)**

XII. 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.

XIII. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, March 21, 2024, of the governing body of the City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
 2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- 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, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors and the Economic Development Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.

OFFICE OF THE MAYOR
CITY OF CROWLEY, TEXAS



Child Abuse Prevention Month Proclamation

WHEREAS, children are our future and our greatest resource; and

WHEREAS, every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and

WHEREAS, child abuse is one of our nation's most serious public health problems and threatens the safety of our community; and

WHEREAS, in Tarrant County, 5,332 children were confirmed as victims of child abuse or neglect in 2023; and

WHEREAS, Alliance For Children provided trauma-informed services to 2,325 children in 2023;

WHEREAS, finding solutions to prevent child abuse is a community responsibility and depends on the involvement of all citizens; and

WHEREAS, effective child abuse prevention, investigation and treatment programs succeed because of partnerships among public and private agencies, schools, religious organizations, medical services, and the business community.

NOW, THEREFORE, BE IT RESOLVED, that I, Billy Davis, Mayor of the City of Crowley, Texas, do hereby proclaim the month of April 2024 as Child Abuse Prevention Month in the City of Crowley, Texas, and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

Billy Davis, Mayor

CITY OF CROWLEY
CERTIFIED AGENDA OF THE EXECUTIVE/CLOSED SESSION
March 21, 2024

I. Statement of Beginning Executive/Closed Session

Mayor Billy Davis announced at the beginning of the executive/closed session:

“The City Council on March 21, 2024, beginning at _____ p.m., convened in an executive/closed session in accordance with the Texas Open Meetings Act (Local Government Code – Chapter 551).”

II. The following were present:

Mayor Billy Davis

Member Jerry Beck, Jr.

Member Johnny Shotwell

Member Jesse Johnson

Member Jim Hirth

Member Matt Foster

Member Scott Gilbreath

City Manager Robert Loftin

City Attorney Rob Allibon

Other

Other

Other

III. Subjects Discussed in the Session Closed to the Public

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:

Personnel Matters (the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of Public Officers or Employees) Pursuant to Section 551.074:
1. Discuss the appointment and conduct contract negotiations for new City Manager.

IV. Statement at End of Executive/Closed Session

Mayor Billy Davis announced at the end of the executive/closed session:

“The City Council ended its executive/closed session at _____ p.m., on March 21, 2024”

V. Record of Further Action Taken, if any, on Above Items in the Subsequent Open Session.

VI. Certification by Presiding Officer

I hereby certify that this agenda of closed session of the City Council of the City of Crowley is a true and correct record of the proceedings pursuant to the Texas Government Code, Chapter 551.

WITNESS MY HAND this the _____ day of _____ 2024.

CITY OF CROWLEY

Billy P. Davis, Mayor



City of Crowley, Texas Mayor and Council Agenda Report

| | | | | | | | |
|---|---------------|---|----------|--|---------------|--|--------|
| PRESENTER: Carol Konhauser City Secretary | | MEETING DATE: March 21, 2024 | | | | | |
| DEPARTMENT: Administration | | AGENDA ITEM: V-1 | | | | | |
| SUBJECT: | | Discuss and consider approving the minutes from the regular meeting held March 7, 2023. | | | | | |
| COORDINATION: | Finance | | City Sec | | Comm Dev | | PW |
| | Dept Directo | | HR | | Comm Services | | Other: |
| | City Attorney | | PD | | FD | | Other: |

BACKGROUND:

Consider approval of minutes as presented.

RECOMMENDATION:

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

FINANCIAL INFORMATION:

Approval of the minutes does not affect the budget.

ATTACHMENTS:

1. Minutes

Work Session was not held due to EDC meeting ending late.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD MARCH 7, 2024. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, March 7, 2024, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Johnny Shotwell, City Council Place 1
Council Member Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Mayor Pro-Tem Jim Hirth, City Council Place 4
Council Member Matt Foster, Place 5

City staff included: Deputy City Mgr/Finance Director, Lori Watson
Asst City Mgr/Comm Services Director Cristina Winner
Director of Projects & Utilities, Matt Elgin
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Public Works Director, Mike Rocamontes
Planning and Comm Dev Director, Rachel Roberts

Absent: Council Member Scott Gilbreath, City Council Place 6 (ex)

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Regular Session to order at 7:08 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

INVOCATION/PLEDGE OF ALLEGIANCE

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

PRESENTATIONS/PROCLAMATIONS

1. **Presentation of the annual Financial Audit report for year ending September 30, 2023 presented by by George, Morgan & Sneed, P.C.**

Nereo Matias, CPA, from George, Morgan, and Sneed stepped up and presented the annual report of the City's FY2022-2023 financial audit. He stated that the independent auditors issued an unmodified opinion, which is a clean opinion, of the City's financial statements and determined they were in accordance with the Generally Accepted Accounting Principles. The auditors did not identify any significant deficiencies in internal control or instances of non-compliance that were required to be reported in accordance with governmental auditing standards. Additionally, for the audit of the Federal Awards, the city received an unmodified clean opinion, no findings, and found that the city was in compliance with the required federal regulations. He stated that the unassigned fund balance was \$14,245,713 compared to \$11,969,360 in 2022. All of the City's governmental funds report a positive balance to include debt services, capital projects, EDC and nonmajor governmental fund accounts. He then offered to answer any questions. There were no questions and council members thanked Mr Matias.

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 regular meeting held February 15, 2024.**

Council Member Jerry Beck made the motion to approve the Consent Agenda item(s), second by Council Member Johnny Shotwell; council voted unanimously to approve the motion as presented. Motion carried 6-0.

PUBLIC HEARING

- 1. Hold a public hearing to discuss and consider approval of Ordinance No. 03-2024-518 requested by Baird, Hampton, & Brown, Inc. for a zoning change from “GC” General Commercial district to “PD” Planned Development district for approximately 67.55 acres located at 801 S Hampton Rd and 1100 S Crowley Rd, Crowley, being tracts in the J W Haynes Survey Abstract 774, and the Memucan Hunt Survey Abstract 763, conveyed by deed as recorded in Document Number D212290905 and D220285441, Deed Records, Tarrant County. Case # ZR-2024-001.**

Mayor Davis opened the public hearing at 7:23 p.m and asked if there was any wishing to speak in favor of or opposition.

Planning and Comm Dev Director Rachel Roberts addressed council and provided a brief explanation and recap of the Teeter Property located on Hampton Rd and Crowley Rd. She stated that the Planning and Zoning Commission and staff were recommending that the owner/developer enter into a development agreement for the property across Hampton Rd and if that were completed, then staff was supportive of a conditional approval of the rezoning. The conditions would include entering into a development agreement for the western tract of land, resolving the street connections to Hampton Rd, complete a traffic impact analysis NLT than the date the preliminary plat is submitted, require PW approval of on-street parking design and traffic control devices along Hampton Rd, and require a note on the final plat that no driveway connections for residential lots are permitted.

Mayor Davis asked if there was anyone else wishing to speak. Nobody came forward and he closed the public hearing at 7:29 p.m.

Council Member Jesse Johnson made the motion to approve Ordinance 03-2024-518 with conditions as outlined and suggested by Staff and the Planning and Zoning Commission; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

CITY BUSINESS

- 1. Consider and/or act upon acceptance of the annual audit report for the fiscal year ended September 30, 2023, as presented by George, Morgan & Sneed, P.C.**

Council Member Jesse Johnson made the motion to approve the annual audit report for the Fiscal Year 22-23; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

- 2. Developer’s Agreement for Mira Verde Addition Ph.2 & Off-Site.**

Council Member Matt Foster made the motion to approve the developer's agreement for Mira Verde Addition Phase 2 and off-site, second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

- 3. Discuss and consider Special Event Permit Application for Crowley Youth Association Parade to be held on April 6, 2024.**

Council Member Jim Hirth made the motion to approve the Special Event Permit for the CYA Parade; second by Council Member Johnny Shotwell, council voted unanimously to approve the motion as presented. Motion carried 6-0.

4. Discuss and consider approving the EDC to enter into a Master Agreement for Event Production Services with Epicenter Productions.

Council Member Jerry Beck made the motion to approve the EDC to enter into a Master Agreement for Even Productions with Epicenter Productions; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:

None

2. Appointments/Reappointments:

None.

PUBLIC COMMENT

Mayor Davis asked if there were any citizens or visitors wishing to speak.

City Secretary Carol Konhauser reminded everyone of the Chamber Luncheon on March 21, 2024 on behalf of Terri Horn.

ITEMS OF COMMUNITY INTEREST

Mayor Davis then asked if there were any community interest items.

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:33 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



City of Crowley, Texas Mayor and Council Agenda Report

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|----------------------|--|--|----------|--|-------------------------------------|--|--------|--|
| PRESENTER: | Matt Elgin Director of Special Projects | | | | MEETING DATE: March 21, 2024 | | | |
| DEPARTMENT: | Public Works | | | | AGENDA ITEM: VI-1 | | | |
| SUBJECT: | Hold a public hearing to receive input on the amendment of the Water and Wastewater Impact fees. Discuss and consider adoption of Ordinance 03-2024-519 amending Chapter 86, Article IV, Division 4 “Capital Recovery Fees” and adopting amendments to the Water and Wastewater Impact fees; providing a severability clause; and providing an effective date. | | | | | | | |
| COORDINATION: | Finance | | City Sec | | Comm Dev | | PW | |
| | Dept Directo | | HR | | Comm Services | | Other: | |
| | City Attorney | | PD | | FD | | Other: | |

BACKGROUND:

In accordance with Local Government Code 395, the political subdivision adopted Resolution R02-2024-410, setting a public hearing date and time to review, discuss and consider amendments to the land use assumptions, capital improvement plan, and the imposition of water and sewer impact fees, and notice was published in the newspaper on February 17, 2024.

The Capital Improvement Advisory Committee meeting was held on February 12, 2024. Teague Nall & Perkins reviewed the plan and the impact fee amendments with the Capital Improvement Advisory Committee during that meeting. As required by law, the committee submitted any comments to the council before March 13, 2024.

RECOMMENDATION:

Staff respectfully recommends adopting Ordinance 03-2024-519.

FINANCIAL INFORMATION:

TNP recommends approving an assessed rate of 50% of the maximum water and wastewater impact fees that can be assessed. The resulting water and wastewater impact fee assessment for Crowley will be \$2,973.00 per standard benefit unit, which is based on a 5/8" single family residential meter.

| | |
|--|------------|
| Assessed Crowley Water Impact Fee for Standard unit: | \$2,827.00 |
| Assessed Crowley Wastewater Impact Fee for Standard Unit: | 146.00 |
| Assessed Crowley Water & Wastewater Impact Fees for Standard Unit: | \$2,973.00 |

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ATTACHMENTS:

1. Ordinance 03-2024-519
2. Water & Wastewater Impact Fee Report - TNP



March 11, 2024

Report from the Capital Improvement Advisory Committee

To the Mayor and members of the City Council:

The Capital Improvement Advisory Committee met on February 12, 2024. The committee heard a presentation by the city engineer, Teague, Nall, and Perkins (TNP) on the capital improvement plan and the water and wastewater impact fee report. TNP recommended the city adopt assessed water impact fees of \$2,827 per service unit and \$146 for sewer per service unit. The proposed combined utility impact fees for a single family residential meter of a standard size (5/8") are \$2,973.

The Advisory Committee voted to amend and adopt the fees on March 11, 2024, as shown in the water and wastewater impact fee report.

ATTEST:

A blue ink signature of David Duman, written in a cursive style.

David Duman, Chairman, CIAC

A blue ink signature of Tejali Mangle, written in a cursive style.

Tejali Mangle, Staff Liaison

ORDINANCE NO 03-2024-519

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS AMENDING CHAPTER 86 "UTILITIES," ARTICLE IV, DIVISION 4 "CAPITAL RECOVERY FEES" OF THE CROWLEY CODE OF ORDINANCES BY ADOPTING AMENDMENTS TO THE WATER AND WASTEWATER IMPACT FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Crowley, Texas, has given the notices and conducted the public hearings required by Chapter 395 of the Local Government Code for amendment of impact fees; and

WHEREAS, the Advisory Committee has filed its written comments on the proposed amendments to the impact fees as required by law.

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

SECTION 1.

That Chapter 86 "Utilities", Article IV "Rates and Charges and Billing Procedures", Division 4 "Capital Recovery Fees" of the Crowley Code of Ordinances be and is hereby amended to read as follows:

DIVISION 4. - CAPITAL RECOVERY FEES

Sec. 86-693. - Calculation according to service area.

- (a) The maximum base capital recovery fees of \$5,653.00 per fee unit for each water connection and \$292.00 per fee unit for each wastewater connection have been established as the maximum fees collectable for the purchase of a connection in the city. Such fees shall be collected at 50 percent of the maximum base capital recovery fees allowed. The purchase of a connection is required in connection with a building permit and shall mean the filing with the city of a written application for a connection and the acceptance of the applicable fees. Such connection fees shall not be applicable to a master water meter or master wastewater connection purchased from the city by a water district or other political subdivision of the state.
- (b) The capital recovery fee per residential unit equivalent which is to be paid by each new development within the city's service area and including the extra territorial jurisdiction of the city shall be assessed on the effective date of the ordinance from which this section is derived in the amount of the fee per service unit and shall be determined by using the conversion table contained in section 86-695.

- (c) The capital recovery fee collected pursuant to this division shall be considered expended if the total expenditures for authorized capital improvements within the service area within ten years exceeds the total fees collected for such improvements or expansions during such period.
- (d) Upon completion of all capital improvements identified in the capital recovery fee capital improvements plan for the service area, the city shall recalculate the capital recovery fee per service area. The city shall recalculate the capital recovery fee per service unit using the actual costs for the improvements. If the capital recovery fee per service unit based on actual cost is less than the capital recovery fee per service unit paid, the city shall refund the difference, if such difference exceeds the capital recovery fee paid by more than ten percent.
- (e) The city shall update its capital recovery fees capital improvements plans and shall recalculate its capital recovery fees not less than once every five years in accordance to procedures set forth in the state civil statutes.

Sec. 86-694. - Single-family detached residences.

The capital recovery fees for single-family detached residences using five-eighths-inch (5/8) single family residential meters shall be \$2,827.00 per fee unit for each water connection, and \$146.00 per service unit, which is a five-eighths-inch (5/8) single family residential meter, for each wastewater connection.

Sec. 86-695. - All properties other than single-family detached residential.

- (a) The service unit for the capital recovery fee is based on a five-eighths-inch (5/8) water meter as the standard size meter for a single-family residence. Larger meters are converted to Living Unit Equivalents (LUEs) based on the relative flow rates of the larger meter to a five-eighths-inch (5/8) meter. For each meter larger than five-eighths-inch (5/8), the capital recovery fee shall be a multiple of the base fees referenced in section 86-693 and in proportion to the applicable residential unit equivalents for the requested meter size as shown in this section. The number of residential unit equivalents shall be determined by the size and type of the water meter purchased for the property as follows:

| Residential Unit Equivalents | |
|------------------------------|--|
| Meter Size (in inches) | AWWA Equivalency (Equivalent Service Units) |
| 5/8 | 1.00 |
| 3/4 | 1.50 |
| 1 | 2.50 |
| 1½ | 5.00 |
| 2 | 8.00 |
| 3 | 17.50 |

| | |
|----|--------|
| 4 | 31.50 |
| 6 | 70.00 |
| 8 | 120.00 |
| 10 | 190.00 |

- (b) If the applicant's engineer, in consultation with the city manager, determines that the water pressure in the city's main is low (less than 30 psi) or high (over 75 psi), the City Manager may adjust the number of residential unit equivalents based on a smaller or larger sized meter which more accurately reflects the flow rate and the system pressure conditions. The applicant may document by furnishing proof of fixture count a different wastewater residential unit equivalent. The City Manager shall make appropriate adjustments in the fee for wastewater in accordance with his findings.

Sec. 86-696. - Second sewer connection.

A request for purchase of a second sewer connection for property shall not result in the assessment of the capital recovery fee unless the size of the water meter is increased or a second water meter is added.

Sec. 86-697. - Disposition of fees.

All capital recovery fees shall be deposited in interest bearing accounts clearly identifying the category of capital improvements facility expansions within the service area for which the fee was adopted. All water and capital recovery fees generated by this division shall be used to finance water capital improvement projects set forth in the capital improvements plan. All wastewater capital recovery fees generated by this division shall be used to finance wastewater capital improvements projects set forth in the capital improvements plan. The city council may annually authorize the expenditure of accumulated capital recovery fee funds to pay debt service for growth related water and/or wastewater capital projects set forth in the capital recovery fees capital improvements plan, or to retire debt associated herewith.

Sec. 86-698. - Enforcement of division.

The city council shall make and enforce such rules and regulations as it may deem necessary for the enforcement of the provisions of this division, for the proper determination and collection of the capital recovery fees provided in this division, and for the safe, efficient and economical management of the system. Such rules and regulations, when not repugnant to existing ordinances of the city or the laws of the state especially to the imposition of capital recovery fees, shall have the same force and effect as ordinances of the city council.

Secs. 86-699—86-724. - Reserved.

SECTION 2.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City and shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed. Any other ordinance of the City

requiring dedication of land for public parks, requiring dedication of right-of-way or easements, or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs necessitated by and attributable to new development, or fees to be placed in trust for the purpose of reimbursing the City or developers for oversizing or constructing water or sewer mains or lines shall remain in full force and effect and not be repealed by the terms of this ordinance.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

The City Secretary of the City of Crowley is hereby directed to publish in the official newspaper of the City of Crowley, the caption, penalty clause, and effective date clause of this ordinance as authorized by the City Charter and Section 52.013 of the Local Government Code.

SECTION 6.

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

PASSED AND APPROVED ON THIS 21st DAY OF March, 2024.

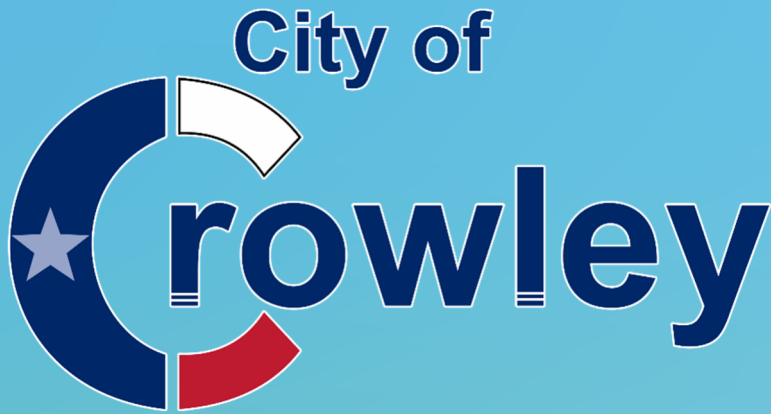
Billy Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Capital Improvements Plan and Impact Fee Update for Water and Wastewater

2024-2034

Prepared by:



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TNP Firm Registrations:

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230

Surveying Firm No. 10011600 | 10194381 | 10011601

Texas Board of Architectural Examiners Firm No. BR 2673



Capital Improvements Plan and Impact Fee Update for Water and Wastewater

2024-2034



This document is for interim review and is not intended for construction, bidding or permit purposes.

CHRIS A. EDWARDS, P.E. Date: MAR 2024

Tx. Reg. # 118947

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Figures

| | |
|---|----|
| Figure 1: City of Crowley Capital Improvements Plan – Water | 9 |
| Figure 2: City of Crowley Capital Improvements Plan – Wastewater..... | 14 |

Tables

| | |
|---|----|
| Table 1: City of Crowley Population Projections | 4 |
| Table 2: TCEQ Minimum System Requirements..... | 5 |
| Table 3: TCEQ Minimum System Requirements for 2034..... | 6 |
| Table 4: Meter Conversion Table..... | 7 |
| Table 5: Living Unit Equivalents..... | 7 |
| Table 6: Impact Fee Capital Improvements Plan - Water Facilities | 11 |
| Table 7: Water Impact Fee Rate Schedule..... | 12 |
| Table 8: Impact Fee Capital Improvements Plan - Wastewater Facilities | 15 |
| Table 9: Wastewater Impact Fee Rate Schedule | 16 |

Appendices

Appendix A – Future Land Use Plan

Executive Summary

The City of Crowley currently assesses water and wastewater impact fees. The intent of the Impact Fee Program is to ease the financial burden borne by the City's existing rate payers for the construction of new water and wastewater infrastructure required to support future development. Under the Impact Fee Program, a portion of the costs associated with new water and wastewater infrastructure is paid for by new developments within the City's established service areas. In accordance with Local Government Code Chapter 395, the City must update the Impact Fee Program at least every five (5) years.

Capital Improvements Advisory Committee

For this Impact Fee Program update, the City's Planning and Zoning Commission served as the Capital Improvements Advisory Committee (CIAC) to consider recommendations for updating water and street impact fees. The CIAC made recommendations to the City Council regarding land use assumptions, service area, Water Capital Improvements Plan (CIP), Wastewater Capital Improvements Plan, and assessment rates for setting water and wastewater impact fees. The following individuals graciously donated their time and energies to the Impact Fee Program update:

Planning and Zoning Commission Members

Jerry Pace *

Adrian Riojas

Tara Sheehan

David Duman, Chair *

Jeff Burns *

Lane Beene, Vice-Chair *

* Denotes member of real estate, development, or building industry not employed by a political subdivision or governmental entity.

Land Use Assumptions

The land use assumptions used in the development of the impact fee update are based on the Future Land Use Plan prepared by Dunaway Associates, LP, dated April 24, 2020. Review of this Future Land Use Plan was performed by City staff and the CIAC to verify its relevance for the 2024 Impact Fee Program update. The Future Land Use Plan is included in this program update as **Appendix A**. Estimated existing land use allocations were calculated using the land use information provided in the 2020 update as a starting point and adjusting for the City of Crowley's population growth between 2020 and 2024. The CIAC approved these land use assumptions for the purposes of identifying water and wastewater impact fee capital improvements projects and forwarded the land use assumption recommendations to the City Council for review and approval.

Water Capital Improvements Plan

As part of this update to the Impact Fee Program, the Water Capital Improvements Plan has been updated. The plan identifies improvements that are anticipated to achieve full buildout of the City's water service area. Based on recent growth trends, City staff expect Crowley to reach its ultimate population by 2034. Therefore, all improvements required to achieve full buildout of the City's water system were used to calculate the water impact fees. The Water System Capital Improvements Plan for years 2024-2034 identified \$38.9 million in water capital improvements projects eligible for funding with impact fees.

Wastewater Capital Improvements Plan

As part of this update to the Impact Fee Program, the Wastewater Capital Improvements Plan has been updated. The plan identifies improvements that are anticipated to achieve full buildout of the City's wastewater service area. Based on recent growth trends, City staff expect Crowley to reach its ultimate population by 2034.

Therefore, all improvements required to achieve full buildout of the City's wastewater system were used to calculate the wastewater impact fees. The Wastewater System Capital Improvements Plan for years 2024-2034 identified \$2.0 million in water capital improvements projects eligible for funding with impact fees.

City of Crowley's Maximum Water and Wastewater Impact Fees

Based on the results of the land use assumptions and the water and wastewater capital improvements plans, the maximum and allowable water and wastewater impact fees that can be assessed for a standard service unit are:

| | |
|--|-----------------|
| Water CIP Cost per Service Unit: | \$ 5,653 |
| Wastewater CIP Cost per Service Unit: | \$ 292 |

Chapter 395 of the Local Government Code requires that cities provide a 50% credit to impact fees to account for the tax revenues and utility bill revenues generated by new developments. Applying a 50% credit to the Maximum Water Impact Fee and the Maximum Wastewater Impact Fee yields the following allowable water and wastewater impact fees.

| | |
|---|-----------------|
| Allowable Water Impact Fee per Service Unit after 50% Credit: | \$ 2,827 |
| Allowable Wastewater Impact Fee per Service Unit after 50% Credit: | \$ 146 |

The water impact fees are based on setting a 5/8" water meter as the standard service unit for single family residential properties. American Water Works Association's (AWWA) meter equivalency data is utilized to compare the demand that larger water meters place on the system to the demand that a standard 5/8" meter places on the system. Meter equivalencies are also used to set wastewater impact fee charges, because wastewater return flow is directly related to the amount of water used by each customer.

City of Crowley's Assessed Water and Wastewater Impact Fees

On March 21, 2024 the Crowley City Council adopted an assessment rate of 100% of the maximum water and 100% of the maximum wastewater impact fees that could be assessed. The resulting water impact fee assessment for the City of Crowley will be \$2,827.00 per service unit, which is a 5/8" single family residential meter. The amount represents an increase of \$1,522.84 from the current water impact fee for a 5/8" meter, or 117%. The resulting wastewater impact fee assessment for the City of Crowley will be \$146.00 per service unit, which is a 5/8" single family residential meter. The amount represents a decrease of \$510.04 from the current wastewater impact fee for a 5/8" meter, or 77.7%.

| | |
|---|--------------------|
| Previous Assessed Water Impact Fee per for 5/8" meter: | \$ 1,304.16 |
| 2024 Assessed Water Impact Fee per 5/8" meter (Service Unit): | \$ 2,827.00 |
| Previous Assessed Wastewater Impact Fee per for 5/8" meter: | \$ 656.04 |
| 2024 Assessed Wastewater Impact Fee per 5/8" meter (Service Unit): | \$ 146.00 |

Introduction

The City of Crowley is currently assessing impact fees for water and wastewater infrastructure. The impact fees are used to fund or recover the capital costs associated with improving the water and wastewater infrastructure necessary to support new development within the City's service areas. The City of Crowley water and wastewater system service areas encompasses the current city limits of Crowley. This Impact Fee Update covers the 2024-2034 period. Only projects that are identified as fully or partially funded by the City and attributable to future growth are considered impact fee eligible and included in this analysis.

A Capital Improvements Plan (CIP) is developed to determine the infrastructure projects available for impact fees in the 10-year period. City staff has developed Capital Improvement Plans to accommodate growth of the City's water and wastewater systems within the current city limits.

Local Government Code, Chapter 395

This impact fee program update adheres to the Texas Local Government Code, Chapter 395 on *Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments*. According to this state legislation, an impact fee is "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development."

The law also states that impact fees may be used to pay for construction contract price, surveying and engineering fees, land acquisition costs, and consultants preparing or updating the capital improvements plan. Impact fees are not to pay for maintenance, operations or repair to existing or new infrastructure.

The basis for calculating impact fees on new development is the number of *service units* the development generates. Chapter 395 defines *service units* as a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years. The service units to be used for determining impact fees for the water and wastewater infrastructure are defined in the applicable sections of this report.

Population Projections

Based on Census data, the population of the City of Crowley on April 1, 2020, was 18,070. The estimated population on July 1, 2022, per the Census Bureau, was 19,478.

Comparing the various ultimate population estimates identified in the *Crowley 2045 Comprehensive Plan* against the ultimate population estimated in conjunction with the preparation of Crowley's ultimate water system model, an ultimate population of 39,250 was selected for use in this report. Based on recent growth trends, City staff expect Crowley to reach its ultimate population by 2034. Population projections for the City of Crowley are provided in **Table 1**. The projected growth rate for 2024 to 2034 is 6.0% per year.

| Year | Population | |
|------|------------|----|
| 2020 | 18,070 | * |
| 2022 | 19,478 | ** |
| 2024 | 21,891 | |
| 2025 | 23,207 | |
| 2026 | 24,602 | |
| 2027 | 26,081 | |
| 2028 | 27,649 | |
| 2029 | 29,311 | |
| 2030 | 31,073 | |
| 2031 | 32,941 | |
| 2032 | 34,922 | |
| 2033 | 37,022 | |
| 2034 | 39,250 | |

(Source: (*) Census Bureau 2020 Census, (**) Census Bureau July 1, 2022, estimate, and 6.0% growth rate to reach ultimate population in 2034)

Table 1: City of Crowley Population Projections

Existing Water System

The City of Crowley's existing water supply and distribution system consists of two 0.5 million gallon (MG) and one 0.3 MG capacity ground storage tanks; two 0.5 MG capacity elevated storage tanks; one high service pump station consisting of two 1,000-gpm pumps, and another high service pump station consisting of two 1,400-gpm, and two 750-gpm pumps; and the associated pipelines, valves, and other appurtenances necessary to provide service to its customers. The current water distribution system operates as a single pressure plane. Wholesale water purchased from the City of Fort Worth supplies the system. The City receives its water via two City of Fort Worth meters with a maximum capacity of approximately 4.5 million gallons per day (MGD).

The current system has the capacity to support usage of up to 4.5 MGD. The system's service area consists of approximately 6,973 service connections. Based on the City's current estimated population of 21,891, there are approximately 3.1 persons per connection.

Texas Commission on Environmental Quality (TCEQ) System Requirements

Per Chapter 290 of the *Texas Administrative Code on Environmental Quality*, a community water system such as the City of Crowley's must provide a minimum water supply capacity to its customers. Systems utilizing surface water supplies must meet the capacity criteria listed in Section 290.45 (2) of the aforementioned code. The basis of the criteria is the number of service connections to the system, regardless of meter size. **Table 2** lists the TCEQ minimum capacities based on the City of Crowley's 6,973 connections, as well as the capacity provided by the existing system.

| | TCEQ Criteria | TCEQ Minimum Capacities | City of Crowley Existing Capacity |
|-----------------------------------|--|--|-----------------------------------|
| Total Storage (Ground + Elevated) | 200 gallons per connection | 1,395,000 gallons | 2,300,000 gallons |
| Elevated Storage | 100 gallons per connection for systems with more than 2,500 connections | 697,000 gallons | 1,000,000 gallons |
| Service Pump | Two or more pumps with 2.0 gpm per connection OR with min. 1,000 gpm and meet peak hourly demands with the largest pump out of service (whichever is less) | 13,900 gpm (2.0 gpm per connection) OR 3,730 gpm (peak hourly demand) Therefore: 3,730 gpm governs (3730 < 13900) | 3,400 gpm firm capacity |

290.45 (2)(E) a total storage capacity of 200 gallons per connection; (F) a service pump capacity that provides each pump station or pressure plane with two or more pumps that have a total capacity of 2.0 gpm per connection or that have a total capacity of at least 1,000 gpm and the ability to meet peak hourly demands with the largest pump out of service, whichever is less. (G) An elevated storage capacity of 100 gallons per connection is required for systems with more than 2,500 connections.

Table 2: TCEQ Minimum System Requirements

Table 2 demonstrates that the existing water system meets the minimum storage capacity criteria established by TCEQ but does not meet the service pump firm capacity. To meet the needs of future development, however, the water system will be required to meet the needs of additional connections through additional storage facilities and pumping capacity, and the extension of the existing distribution network into the areas of development.

Proposed Water Distribution System

The City of Crowley's current estimated population of 21,891 utilizes 6,973 meters, according to data provided by City staff. Based on metering of the City's water consumption, the average daily usage per connection is 308 gallons per day (gpd). This report assumes the average consumption rate will remain unchanged for the duration of the 2024-2034 impact fee period. Based on the population projections, the City's population will increase by approximately 17,360 residents between 2024 and 2034. The resulting population of 39,250, at a density of 3.1 people per meter, will result in approximately 12,661 meter connections, an increase of 5,688 meters during the impact fee period. At the current average consumption rate of 308 gpd per connection, the 2034 population will place an approximately 3.9 MGD average day demand on the water system. **Table 3** compares TCEQ minimum capacity requirements for the projected 2034 system to the current provided capacities and summarizes proposed 2034 system capacities.

| | TCEQ Criteria | TCEQ Minimum Capacities | City of Crowley Existing Capacity | City of Crowley Proposed Capacity |
|-----------------------------------|---|--|--------------------------------------|--------------------------------------|
| Total Storage (Ground + Elevated) | 200 gallons per connection | 2,532,000 gallons | 2,300,000 gallons | 3,300,000 gallons |
| Elevated Storage | 100 gallons per connection for systems with more than 2,500 connections | 1,266,000 gallons | 1,000,000 gallons | 1,500,000 gallons |
| Service Pump | Two or more pumps with 2.0 gpm per connection OR with 1,000 gpm to meet peak hourly demands with the largest pump out of service (whichever is less) | 25,300 gpm (2.0 gpm per connection) OR 6,780 gpm (peak hourly demand) Therefore: 6,780 gpm governs (6780 < 25300) | 3,400 gpm firm capacity | 7,600 gpm firm capacity |

290.45 (2)(E) a total storage capacity of 200 gallons per connection; (F) a service pump capacity that provides each pump station or pressure plane with two or more pumps that have a total capacity of 2.0 gpm per connection or that have a total capacity of at least 1,000 gpm and the ability to meet peak hourly demands with the largest pump out of service, whichever is less. (G) An elevated storage capacity of 100 gallons per connection is required for systems with more than 2,500 connections.

Table 3: TCEQ Minimum System Requirements for 2034

TCEQ also requires that a water system maintain minimum pressures throughout the system due to maximum daily demand and fire events. Section 290.45 indicates that the minimum system pressure during a maximum day demand is to be 35 psi throughout the system. For a fire event, the residual pressure is to be no less than 20 psi throughout the system. As part of this impact fee update, TNP created existing and ultimate water models of the City's water system. The existing water system maintains the TCEQ minimum required pressures during a max day plus fire flow event. The ultimate water system, with the addition of the proposed elevated tank, will also maintain the TCEQ minimum pressures.

Water Impact Fee Service Unit

The service unit for the water impact fee is based on a 5/8" water meter as the standard size meter for a single-family residence. Larger meters are converted to Living Unit Equivalents (LUEs) based on the relative flow rates of the larger meter to a 5/8" meter. For each meter larger than 5/8", an LUE multiplier is applied to calculate the equivalent number of 5/8" meters. The number of projected service units is determined by calculating the total number of LUEs in the City. **Table 4** shows the conversion factors used for each meter size.

| Meter Size (in) | Max. Capacity (gpm) | LUE Multiplier |
|-----------------|---------------------|----------------|
| 5/8 | 20 | 1.00 |
| 3/4 | 30 | 1.50 |
| 1 | 50 | 2.50 |
| 1-1/2 | 100 | 5.00 |
| 2 | 160 | 8.00 |
| 3 | 350 | 17.50 |
| 4 | 630 | 31.50 |
| 6 | 1,400 | 70.00 |
| 8 | 2,400 | 120.00 |
| 10 | 3,800 | 190.00 |

(Source: Meter Capacities from AWWA C700 for Displacement-Type Meters 3/4"-2", AWWA C701 for Class II Turbine Meters 3"-10")

Table 4: Meter Conversion Table

Based on the current meter distribution provided by City staff, the existing 6,973 meters are equivalent to 8,426 LUEs. Assuming the same ratio of meter sizes in 2034 as the current distribution, the future increase of 5,688 meters is equivalent to the addition of 6,874 5/8" residential meters. **Table 5** outlines the current and 2034 breakdown of meters by size, and their associated LUEs.

| Meter Size (in) | 2024 | | 2034 | |
|---------------------------------|--------------|------------------------|---------------|------------------------|
| | # of Meters | Living Unit Equivalent | # of Meters | Living Unit Equivalent |
| 5/8 | 6,693 | 6,693 | 12,153 | 12,153 |
| 1 | 124 | 310 | 225 | 563 |
| 1-1/2 | 32 | 160 | 58 | 290 |
| 2 | 97 | 776 | 176 | 1,408 |
| 3 | 26 | 455 | 47 | 823 |
| 4 | 1 | 32 | 2 | 63 |
| 6 | 0 | 0 | 0 | 0 |
| 8 | 0 | 0 | 0 | 0 |
| Total | 6,973 | 8,426 | 12,661 | 15,300 |
| 2024-2034 Growth in LUEs | | | | 6,874 |

Table 5: Living Unit Equivalents

Water Capital Improvements Plan for 2024-2034

As part of this update to the Impact Fee Program, the Water Capital Improvements Plan has been updated. The plan identifies improvements that are anticipated to achieve full buildout of the City's water service area. Based on recent growth trends, City staff expect Crowley to reach its ultimate population by 2034. Therefore, all improvements required to achieve full buildout of the City's water system were used to calculate the water impact fees.

The proposed water lines generally follow future streets as identified on the *Crowley 2045 Comprehensive Plan*. The 500,000-gallon elevated water storage tank has been previously identified as a capital improvement on past CIP programs. This study updates the proposed water lines needed to achieve full buildout of the water system. It also adds a new wholesale water take point to increase the capacity of the system, the ground storage and pump station associated with the take point, a transmission main to serve the new elevated storage tank, and the City of Crowley's portion of City of Fort Worth water system improvements necessary to provide service to the new take point. **Figure 1** provides a conceptual layout of the proposed CIP water lines and other system improvements. **Table 6** identifies the costs associated with the proposed water facilities.

The total cost of the proposed water facilities necessary to support full buildout of the system is approximately \$43.0 million (2024 dollars). Approximately \$38.9 million of the total is attributable to projected growth during the 2024-2034 impact fee period.

| CAPITAL IMPROVEMENTS PLAN - WATER FACILITIES | | | | | | |
|--|-----------|-------------|---|--|-------------------------------------|----------------------------------|
| Water Line Label | Size (in) | Length (lf) | Water Line Location | Estimated Cost (Construction + Engr. & Survey) | Percent Attributable to Development | Cost Attributable to Development |
| Line 'A' | 12 | 1,060 | Main St (Quail Creek to Exist Elevated Tank) | \$467,000 | 0% | \$0 |
| Line 'B' | 12 | 1,040 | Eagle Dr (Main to Lee Ann) | \$458,000 | 80% | \$366,400 |
| Line 'C' | 12 | 550 | Monarch Ave (near Main) | \$242,000 | 0% | \$0 |
| Line 'D' | 12 | 1,230 | Karis Addn (between Industrial and Bolden) | \$542,000 | 100% | \$542,000 |
| Line 'E' | 12 | 1,630 | Eagle Dr (Longhorn to Main) | \$718,000 | 0% | \$0 |
| Line 'F' | 12 | 4,160 | BUS 1187 (S Beverly to FM 1187) | \$1,831,000 | 100% | \$1,831,000 |
| Line 'G' | 12 | 1,740 | FM 1187 (Bridge to FM 731) | \$766,000 | 100% | \$766,000 |
| Line 'H' | 12 | 640 | FM 1187 (East of FM 731) | \$282,000 | 100% | \$282,000 |
| Line 'I' | 12 | 860 | FM 731 (South of Legacy at Crowley) | \$379,000 | 100% | \$379,000 |
| Line 'J' | 12 | 1,090 | Mountain Meadow Road (Summerline to Ext. of Water Lane) | \$480,000 | 100% | \$480,000 |
| Line 'K' | 12 | 2,990 | Ext. from Water Lane to Line 'J' | \$1,316,000 | 100% | \$1,316,000 |
| Line 'L' | 12 | 2,310 | End of Line 'J' to Exist. 12" on Industrial | \$1,017,000 | 100% | \$1,017,000 |
| Line 'M' | 12 | 6,060 | New Elevated Tank to Line 'O' | \$2,667,000 | 100% | \$2,667,000 |
| Line 'N' | 12 | 3,510 | Line 'O' to West End of Line 'S' (FM 731) | \$1,545,000 | 100% | \$1,545,000 |
| Line 'O' | 12 | 2,100 | North End of Exist 12" on Bolden North to Line 'M' & 'N' | \$924,000 | 100% | \$924,000 |
| Line 'P' | 12 | 1,480 | Extension to East of Exist 12" on Birchwood (Hunters Ridge) | \$652,000 | 100% | \$652,000 |
| Line 'R' | 12 | 1,190 | Easternmost Portion of 12" Loop through Hunters Ridge | \$524,000 | 100% | \$524,000 |

| | | | | | | |
|---|----|---------------|---|---|--|---|
| Line 'Q' | 12 | 2,140 | Extension of Exist 12" from Cedar Creek to Line 'R' (Hunters Ridge) | \$942,000 | 100% | \$942,000 |
| Line 'S' | 12 | 1,300 | Extension of Exist 12" from Northwest Corner of Hunters Ridge to FM 731 | \$572,000 | 100% | \$572,000 |
| Line 'T' | 20 | 11,400 | Transmission Main from Ft Worth Take Point 3 to New Elevated Tank | \$5,700,000 | 100% | \$5,700,000 |
| Line 'U' | 12 | 1,740 | New Elevated Tank to Exist 12" on Bolden | \$766,000 | 100% | \$766,000 |
| Line 'V' | 12 | 2,730 | Complete Loop from Exist 12" on Rialto to Exist 12" on Rocky Creek | \$1,202,000 | 100% | \$1,202,000 |
| Total Length (FT) | | 52,950 | | | | |
| | | | | | | |
| Project Description | | | | Estimated Cost (Construction + Engr. & Survey) | Percent Attributable to Development | Cost Attributable to Development |
| EST 3 - 0.5 MG Elevated Tank | | | | \$5,625,000 | 53% | \$2,981,250 |
| FW Entry Point 3 - 1.0 MG GST & Pump Station | | | | \$3,180,000 | 100% | \$3,180,000 |
| Crowley Participation in FW Improvements to Serve Entry Point 3 | | | | \$10,222,000 | 100% | \$10,222,000 |
| | | | | | | |
| Total Estimated Water CIP Costs | | | | \$43,019,000 | | |
| Total Impact Fee Eligible Costs | | | | | | \$38,856,650 |
| City Cost Impact per Service Unit | | | | | | \$5,653 |
| Maximum Impact Fee per Service Unit (50%) | | | | | | \$2,827 |

Table 6: Impact Fee Capital Improvements Plan - Water Facilities

Water Impact Fee

Water Maximum Impact Fee per Service Unit Calculation

In accordance with Chapter 395 of the Texas Local Government code, the cost per service unit is calculated using the total capital improvement cost divided by “the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions.” The maximum impact fee per service unit is calculated as 50% of the cost per service unit.

The water impact fee cost per service unit is calculated by dividing the total eligible 10-year capital improvement cost by the 10-year increase in LUEs. As previously stated, the proposed 10-year eligible capital improvement cost for proposed water facilities is approximately \$38.9 million. The cost per service unit over the 10-year period is:

$$\text{Cost per Service Unit} = \frac{\$38,856,650}{6,874 \text{ LUEs}} = \$5,653$$

Due to the requirement in Chapter 395.014(7)(B) only 50% of the cost per service unit can be assessed:

$$\text{Maximum Impact Fee per Service Unit} = \$5,653 \times 50\% = \$2,827$$

Assessed Water Impact Fee

On March 21, 2024, the City Council approved an assessment of 100% of the maximum assessable water impact fee per service unit, via the adoption of Ordinance No. _____. The ordinance is included in this program update as **Appendix B**. In addition to the impact fees assessed by Crowley, Fort Worth requires its wholesale customer cities to assess impact fees for Fort Worth. The City of Fort Worth’s current impact fees became effective January 1, 2023, by Ordinance 25101-09-21, adopted September 21, 2021. No additional impact fee increases are scheduled per that ordinance. The resulting total water impact fees that will be assessed by the City of Crowley against new development in the City are shown in **Table 7**.

| Meter Size (in) | Meter Equivalents (Crowley) | Crowley Maximum Assessable Water Impact Fee | Fort Worth Pass-through Water Impact Fee | Total Water Impact Fee |
|-----------------|-----------------------------|---|--|------------------------|
| 5/8 | 1.00 | \$2,827.00 | \$1,981.00 | \$4,808.00 |
| 3/4 | 1.50 | \$4,240.50 | \$2,972.00 | \$7,212.50 |
| 1 | 2.50 | \$7,067.50 | \$4,953.00 | \$12,020.50 |
| 1-1/2 | 5.00 | \$14,135.00 | \$9,905.00 | \$24,040.00 |
| 2 | 8.00 | \$22,616.00 | \$15,848.00 | \$38,464.00 |
| 3 | 17.50 | \$49,472.50 | \$43,087.00 | \$92,559.50 |
| 4 | 31.50 | \$89,050.50 | \$74,288.00 | \$163,338.50 |
| 6 | 70.00 | \$197,890.00 | \$158,480.00 | \$356,370.00 |
| 8 | 120.00 | \$339,240.00 | \$277,340.00 | \$616,580.00 |
| 10 | 190.00 | \$537,130.00 | \$416,010.00 | \$953,140.00 |

Table 7: Water Impact Fee Rate Schedule

Wastewater Facilities

The City of Crowley assesses impact fees for the expansion of the City's existing wastewater system for the purposes of serving new development. The City's wastewater system consists of wastewater lines that collect flow and convey it to the City of Fort Worth's wastewater system via a 36" main on the northeast side of Crowley.

Wastewater Impact Fee Service Unit

The LUEs calculated in **Table 4** are also used as the wastewater impact fee service unit, since wastewater flow is directly related to water usage. As previously stated, proposed development between 2024 and 2034 is anticipated to result in an increase of 6,874 LUEs.

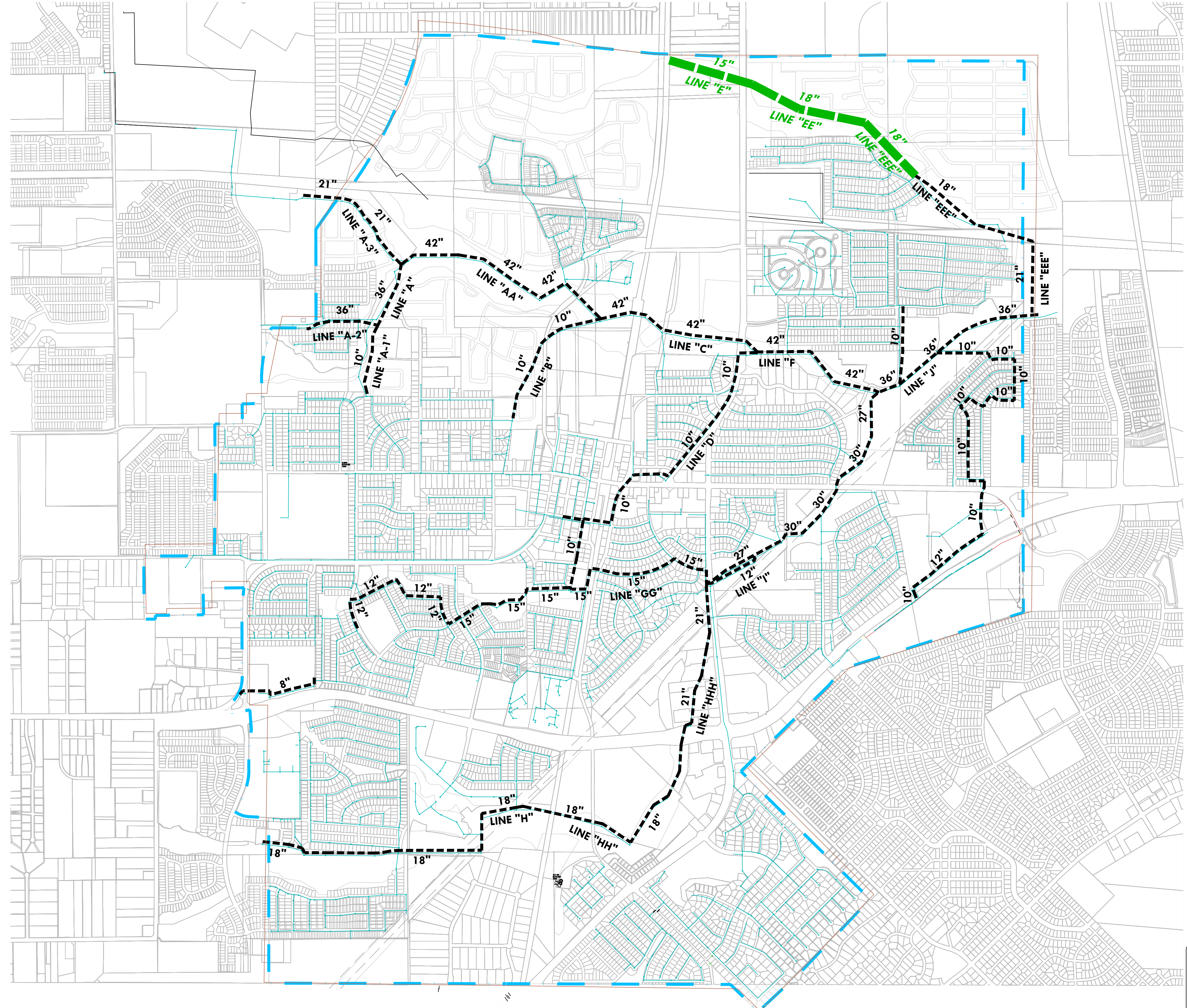
Wastewater Capital Improvements Plan for 2024-2034

The projected population growth of 17,600 by 2034 will require expansion of the City's existing wastewater system. **Figure 2** shows the Capital Improvement Plan for Wastewater for the City of Crowley. The wastewater projects identified on the map were originally developed as part of the 2017 study update, in coordination with the update to the land use assumptions. City staff have identified projects which have been partially or fully completed since the 2017 update, and the roster of CIP wastewater projects has been revised accordingly.

Based on recent growth trends, City staff expect Crowley to reach its ultimate population by 2034. Therefore, all improvements required to achieve full buildout of the City's wastewater system were used to calculate the wastewater impact fees.

Table 8 lists the wastewater projects that will be constructed to support the complete buildout of the City's wastewater system. The total cost of the proposed wastewater facilities necessary to support full buildout of the system is approximately \$2.0 million (2024 dollars). The total cost of improvements is attributable to projected growth during the 2024-2034 impact fee period.

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Layout: SAN SEWER Xrefs: CROWLEY BASE-NEW.dwg - FLUP.dwg - 2023 Parcel.dwg

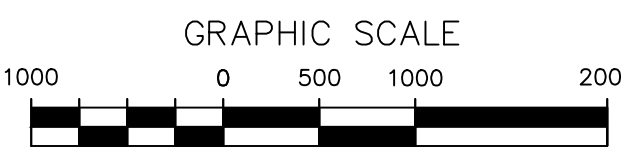
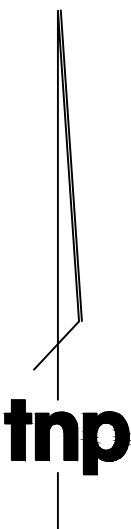


CAPITAL IMPROVEMENTS PLAN
WASTEWATER COLLECTION
SYSTEM

IMPACT FEE UPDATE
(2024-2034 C.I.P.)

LEGEND

- NEW WASTEWATER LINE
(2024-2034 C.I.P.)
- EXISTING WASTEWATER LINE
(MEETS ULTIMATE C.I.P.)
- CITY LIMIT LINE
- BOUNDARY OF SERVICE
AREA FOR WASTEWATER
IMPACT FEES
(BASED ON CCN 20392)



Basemap data derived from Tarrant Appraisal District map information and other records.

FEBRUARY 2024



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TX-PELS: ENGR F-230; SURV 10011600, 10011601, 10194381
TX-AE: BR 2673

FIGURE 2

| CAPITAL IMPROVEMENTS PLAN - WASTEWATER FACILITIES | | | | | | |
|---|-----------|--------------|--|--|-------------------------------------|----------------------------------|
| Wastewater Line Label | Size (in) | Length (lf) | Wastewater Line Location | Estimated Cost (Construction + Engr. & Survey) | Percent Attributable to Development | Cost Attributable to Development |
| Line 'EEE' | 18 | 1,350 | Extension of Exist. 18" at Cedar Creek | \$540,000 | 100% | \$540,000 |
| Line 'EE' | 18 | 2,210 | Upstream end of Line 'EEE' to FM 731 | \$884,000 | 100% | \$884,000 |
| Line 'E' | 15 | 1,580 | Railroad to FM 731 | \$585,000 | 100% | \$585,000 |
| Total Length (FT) | | 5,140 | | | | |
| | | | | | | |
| | | | | | | |
| Total Estimated Water CIP Costs | | | | \$2,009,000 | | |
| Total Impact Fee Eligible Costs | | | | | | \$2,009,000 |
| City Cost Impact per Service Unit | | | | | | \$292 |
| Maximum Impact Fee per Service Unit (50%) | | | | | | \$146 |

Table 8: Impact Fee Capital Improvements Plan - Wastewater Facilities

Wastewater Impact Fee

Wastewater Maximum Impact Fee per Service Unit Calculation

In accordance with Chapter 395 of the Texas Local Government code, the cost per service unit is calculated using the total capital improvement cost divided by “the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions.” The maximum impact fee per service unit is calculated as 50% of the cost per service unit.

The wastewater impact fee cost per service unit is calculated by dividing the total eligible 10-year capital improvement cost by the 10-year increase in LUEs. As previously stated, the proposed 10-year eligible capital improvement cost for proposed wastewater facilities is approximately \$2.0 million. The cost per service unit over the 10-year period is:

$$\text{Cost per Service Unit} = \frac{\$2,009,000}{6,874 \text{ LUEs}} = \$292$$

Due to the requirement in Chapter 395.014(7)(B) only 50% of the cost per service unit can be assessed:

$$\text{Maximum Impact Fee per Service Unit} = \$292 \times 50\% = \$146$$

Assessed Wastewater Impact Fee

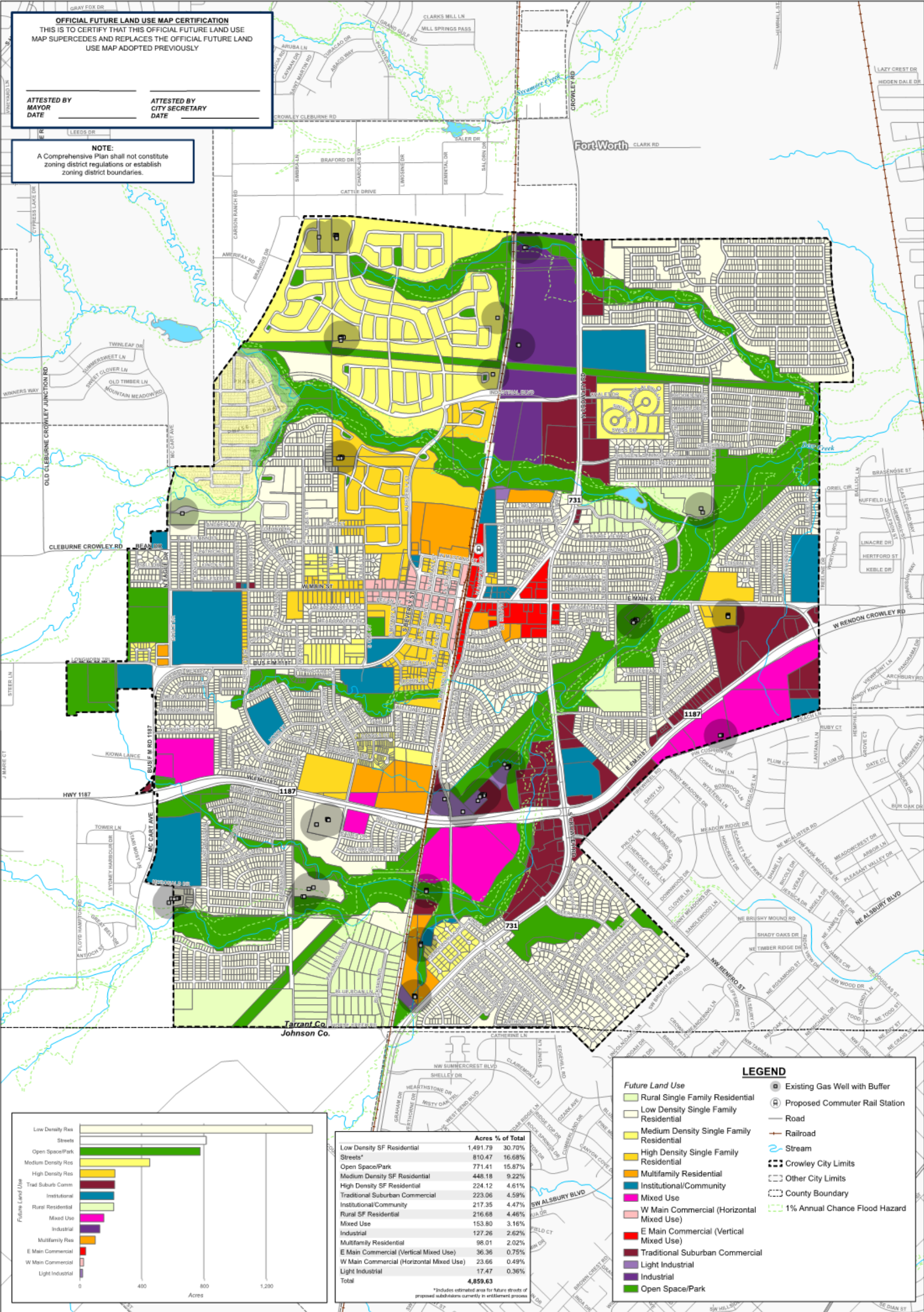
On March 21, 2024, the City Council approved an assessment of 100% of the maximum assessable wastewater impact fee per service unit, via the adoption of Ordinance No. _____. The ordinance is included in this program update as **Appendix C**. In addition to the impact fees assessed by Crowley, Fort Worth requires its wholesale customer cities to assess impact fees for Fort Worth. The City of Fort Worth’s current impact fees became effective January 1, 2023, by Ordinance 25101-09-21, adopted September 21, 2021. No additional impact fee increases are scheduled per that ordinance. The resulting total wastewater impact fees that will be assessed by the City of Crowley against new development in the City are shown in **Table 9**.

| Meter Size (in) | Meter Equivalents (Crowley) | Crowley Maximum Assessable Wastewater Impact Fee | Fort Worth Pass-through Wastewater Impact Fee | Total Wastewater Impact Fee |
|-----------------|-----------------------------|--|---|-----------------------------|
| 5/8 | 1.00 | \$146.00 | \$1,796.00 | \$1,942.00 |
| 3/4 | 1.50 | \$219.00 | \$2,694.00 | \$2,913.00 |
| 1 | 2.50 | \$365.00 | \$4,490.00 | \$4,855.00 |
| 1-1/2 | 5.00 | \$730.00 | \$8,980.00 | \$9,710.00 |
| 2 | 8.00 | \$1,168.00 | \$14,368.00 | \$15,536.00 |
| 3 | 17.50 | \$2,555.00 | \$39,063.00 | \$41,618.00 |
| 4 | 31.50 | \$4,599.00 | \$67,350.00 | \$71,949.00 |
| 6 | 70.00 | \$10,220.00 | \$143,680.00 | \$153,900.00 |
| 8 | 120.00 | \$17,520.00 | \$251,440.00 | \$268,960.00 |
| 10 | 190.00 | \$27,740.00 | \$377,160.00 | \$404,900.00 |

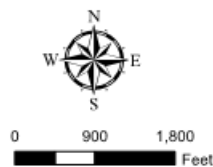
Table 9: Wastewater Impact Fee Rate Schedule

APPENDIX A

Future Land Use Plan



Future Land Use



Created by
DUNAWAY
April 24, 2020



City of Crowley, Texas Mayor and Council Agenda Report

| | | | | | | | | |
|---|---------------|----|----------|--|-------------------------------------|--|--------|--|
| PRESENTER: Lori Watson | | | | | MEETING DATE: March 21, 2024 | | | |
| DEPARTMENT: Deputy City Manager | | | | | AGENDA ITEM: VII-1 | | | |
| SUBJECT: Discuss and consider 2023-24 EDC Budget Amendment #1 for the installation of street lights for the Public Parking lot and allocate money for the Grand Opening of the Crowley Crossing. | | | | | | | | |
| COORDINATION: | Finance | LW | City Sec | | Comm Dev | | PW | |
| | Dept Director | | HR | | Comm Services | | Other: | |
| | City Attorney | | PD | | FD | | Other: | |

BACKGROUND:

The Economic Development Corporation owns the public parking lot on Hampton Drive. With the Crowley Crossing's recent completion, more citizens will utilize this parking lot for events and visits to the park and Main Street businesses. Two light poles will be added to this parking lot for increased safety.

On March 7, 2024, the board discussed contracting with a production company to secure talent for Crowley Crossing's upcoming Grand Opening.

RECOMMENDATION:

Staff recommends approval of Budget Amendment #1.

FISCAL INFORMATION:

The proposal for the two light poles is \$31,830. The maximum cost for the production company is \$100,000. After these two additional costs, the remaining revenues over expenditures will be \$51,878.

ATTACHMENTS:

- Budget Amendment #1
- 2023-24 EDC Budget (Amended)

Economic Development Corporation 2023-24 Budget

Revenues:

| | | |
|----------------------|--------------|------------------|
| Sales Tax Revenue | 1,500,000 | |
| Interest Income | <u>8,000</u> | |
| Total Revenue | | 1,508,000 |

Expenses:

| | | |
|------------------------------|--------------|----------------|
| Salary Expense | 232,993 | |
| Fica | 14,446 | |
| Med | 3,378 | |
| TMRS | 28,495 | |
| Health insurance | 20,565 | |
| Office Supplies | 2,500 | |
| Training | 18,000 | |
| Ground Lease (parking lot) | 15,000 | |
| Professional Fees | 17,000 | |
| Attorney Fees | 10,000 | |
| Mobile Telephone Services | 3,200 | |
| Advertising | 6,000 | |
| Service Contracts | 63,000 | |
| Subscriptions & Publications | 6,300 | |
| Dues & Memberships | 4,440 | |
| Printing & Reproduction | 3,000 | |
| Other Materials & Supplies | <u>3,400</u> | |
| Total | | 451,717 |

Bond Payments

| | | |
|-----------------------------|---------------|----------------|
| Revenue Bond 2016 Principal | 145,000 | |
| Revenue Bond 2016 Interest | 63,250 | |
| 2018 CO Bond Principal | 165,000 | |
| 2018 CO Bond Interest | 130,375 | |
| 2020 CO Bond Principal | 115,000 | |
| 2020 CO Bond Interest | <u>98,950</u> | |
| Total | | 717,575 |

One Time Purchases:

| | | |
|----------------------------------|---------------|----------------|
| Laptop for Downtown Coordinator | 3,000 | |
| Office Furniture and Equipment | 2,000 | |
| Additional Christmas Decorations | 150,000 | |
| Plaza Opening-Entertainment etc | 100,000 | |
| Parking Lot lights | <u>31,830</u> | |
| Total | | 286,830 |

Total Expenses **1,456,122**

| | |
|--------------------------------|---------------|
| Revenues over (under) expenses | 51,878 |
|--------------------------------|---------------|

Economic Development Corporation
FY 2023-24 Budget

Budget Amendment #1

| | | |
|--------------------------------------|----|---------------|
| Budget Revenues over Expenditures | \$ | 183,708 |
| Opening of Crowley Crossing | | 100,000 |
| Street Lights for Public Parking Lot | | <u>31,830</u> |
| Revenues over Expenditures | \$ | 51,878 |



City of Crowley, Texas Mayor and Council Agenda Report

| | | | | | | | | |
|---|---------------|-----------|----------|--|------------------------------------|-----------|--------|-----------|
| PRESENTER: Cristina Winner | | | | | MEETING DATE: March 7, 2024 | | | |
| DEPARTMENT: Main Street | | | | | AGENDA ITEM: VII-2 | | | |
| SUBJECT: Discuss the proposed guidelines for the Crowley Crossing Plaza and Gerry Teeter & Marilyn Hargrave Dog Park | | | | | | | | |
| COORDINATION: | Finance | | City Sec | | Comm Dev | | PW | ME |
| | Dept Director | RC | HR | | Comm Services | CW | EDC: | |
| | City Attorney | | PD | | FD | | Admin: | LW |

BACKGROUND:

The Crowley Crossing Plaza encompasses various amenities including a greenspace, restrooms, playscape, dining areas, a dog park, performance stage, and splash pad, located between Hampton Drive, E. Main Street, and Roberts Drive. Reservations for certain areas are not available, and the Plaza operates from 7 A.M. to 11 P.M. daily, except during special events or for maintenance purposes.

Key Points:

Private reservations are not currently permitted, though recurring events may be arranged through city contracts. Set-up for approved events must adhere to specific guidelines, and organizers must ensure compliance with city ordinances. Certain events may require a Special Events Permit if the event meets the criteria as outlined in Ch. 58, Sec. 19 of the code of ordinances.

Food and beverage sales are allowed with appropriate permits, prioritizing nearby businesses when possible. Alcohol sales must comply with TABC regulations. Smoking, open flames, fireworks, and motorized vehicles are prohibited within the Plaza.

Pets must be leashed unless in the enclosed dog park area, where specific rules apply. Owners are responsible for waste disposal and must report any incidents to Crowley Animal Control.

Conclusion:

The guidelines aim to ensure the safe and inclusive use of the Plaza, fostering community interaction while maintaining cleanliness and adherence to regulations. The rules outlined promote responsible behavior among Plaza users and event organizers, enhancing the overall experience for residents and visitors alike.

ATTACHMENTS:

Proposed Guidelines



Crowley Crossing Plaza Guidelines

General Information

The Main Street Coordinator, in collaboration with the ¹Special Events Committee, manages and approves events within the Crowley Crossing Plaza on Main Street. This plaza is purposefully designed as a vibrant public space, fostering community gatherings and meaningful engagement.

For purposes of this policy, Plaza includes: the greenspace/lawn area, restroom facilities, playscape, dining areas, dog park, performance stage and splash pad located in front of City Hall and between the cross streets of Hampton Drive, E. Main Street and Roberts Drive. The playscape, dining areas, splash pad, picnic tables and pavilion areas are not available for standalone reservation and operate on a “first come, first serve” basis.

Hours of Operation

The Plaza is open to the general public from 7 A.M. to 11 P.M. except for qualifying events in which the Plaza hours may be modified due to reasons listed below.

The City Manager or their designee, City Council, or Main Street Coordinator may approve temporary closure of all or part of the Plaza for reasons including but not limited to: special event, maintenance, public safety concerns, or inclement weather.

Private Reservations/Events

At this time, the Plaza is not available for private reservations. The City *may* contract, on a case-by-case basis, with vendors to provide recurring weekly, bi-weekly, or monthly events. These recurring events are scheduled within a specific date range (E.G. Farmer’s Market, Holiday Market, etc.) and does not include city sponsored annual events.

Set up for an approved event may begin no more than two (2) hours prior to the event start time and no earlier than 7 A.M. If an organizer of an event seeks to begin set up outside of these parameters, written permission from City management and/or City Council is required. A Special Event Permit may be required if the event meets the standards as outlined in the City of Crowley Code of Ordinances, Article III of Ch. 58, Sec. 19.



The City does not rent, lease, or provide any of the following supplies and equipment: tents, canopies, portable restrooms, hand-washing stations, additional trash receptacles, dumpsters, water hoses, extension cords, temporary fencing, generators, propane heaters, etc.

The event organizer or a representative with whom the City has entered into a contract for recurring events, must be present at such time equipment or supplies for a recurring event is delivered to the plaza to ensure proper placement. The City will not orchestrate setup of recurring contracted events. The event organizer or a representative with whom the City has entered into a contract for recurring events is responsible for cleaning up after the event and disposal of trash in the designated receptacles.

Food and Beverage Sales

1. Food and beverage vendors are permitted in affiliation with a permit so long as all appropriate health/environmental permits are acquired and City ordinances are met in conjunction with sales.
2. Temporary Special Event Permit must be obtained by the Tarrant County Health Department 21 days prior to event and submitted to Main Street Coordinator.
3. Businesses located in close proximity to the Plaza should be given preference when possible.
4. Standalone concession sales of any kind (bottled water, candy, chips, etc.) shall not be permitted without a qualifying permit.
5. Additional Food Truck rules and regulations may apply, as outlined in city ordinances.
6. Events proposing alcohol sales shall comply with all TABC regulations in which are not governed and/or monitored by the City of Crowley.

Prohibited Actions

1. Smoking, including the use of e-cigarettes, within the plaza is prohibited at all times.
2. Materials and/or decorations of any kind may not be affixed to permanent fixtures within the plaza. Decorations or materials may not be nailed, stapled, taped or otherwise attached to any part of the premises without explicit approval from the Main Street Coordinator. All decorative material must be flameproof.



3. No open flames (including grills) are allowed within the plaza unless approved in affiliation with a city sponsored event.
4. Fireworks of any kind are strictly prohibited unless approval is granted by City Management in affiliation with a city sponsored event.
5. No motorized vehicles of any kind are permitted within the Plaza. An exception for vehicles may be made in affiliation with a city sponsored event. This includes the use of motorized scooters, bikes, ATVs, UTVs, etc.
6. Pets must be on at a leash at all times within the Plaza, with the exception of those utilizing the enclosed dog park. ²The ADA Act does allow for some exclusions to the leash requirement.
7. Pet owners are required to dispose of pet waste and trash in the designated pet waste receptacle.
8. The use of A/V equipment, including speakers, is prohibited in the plaza unless in conjunction with a city sponsored or city sanctioned event.
9. Skateboarding is prohibited in the plaza.
10. When applicable, all rules and regulations outlined in Section 58-56 regarding the conduct of individuals with the park are also enforced.



Gerry Teeter and Marilyn Hargrave Dog Park

General Information

The dog park features a 4,000 sq. foot paddock for dogs visiting the plaza with their owners. The dog park is open during the normal hours of operation for the plaza, which is daily from 7 A.M. to 11 P.M. except for qualifying events in which the hours may be modified due to special events, maintenance, public safety concerns or inclement weather.

General Rules & Guidelines

All general park rules and city ordinances must be obeyed.

Failure to comply with rules may result in a fine up to \$500.

Please be advised that the surface of the dog park may present hazards, including dog waste, parasites and other contaminants.

Park users and dog owners assume all risk related to use of the dog park.

Not allowed in the dog park are: more than 3 dogs per owner, known aggressive dogs or dogs in heat.

Please keep dogs on a leash in the plaza until inside the designated dog park area.

Owner should have visible leash at all times.

Dispose of pet waste and trash in the nearby trash receptacle.

Children should be accompanied and monitored by an adult at all times while in the dog park area.

Any scratch or bite to a person must be reported to Crowley Animal Control at 817-297-5160.

For emergencies, dial 9-1-1.

All dogs must display current rabies tag on collar.

No smoking allowed in the dog park, including vaping.

No glass bottles allowed in the dog park.

No food or drink for humans or dogs allowed, including dog treats.

Spike, prong and pinch collars must be removed.

Owners are to stay within the park and within view of their dogs.



Dogs are to be under the voice control of their owners at all times.

Puppies under fourth months of age are not permitted at the park.

Dogs exhibiting aggressive behavior must be removed immediately.

Owners shall repair any damage done by their dog (i.e., holes dug by their dog).

Owner waives liability to the city for any injury or damage caused to or by pets while in the park.

Owners are liable for damage or injury inflicted by their dogs.

Playing recreational sports is prohibited inside the dog park.

¹The Special Events Committee shall consist of an ACM, Main Street Coordinator, City Event Coordinator & Recreation Manager.

²Under the Americans With Disabilities Act, service animals must be harnessed, leashed or tethered at all times, unless these devices interfere with the service animal's work, or unless the individual's disability prevents the use of these devices. In that case, the individual must maintain control of the animal through voice, signal or other effective controls.



City of Crowley, Texas Mayor and Council Agenda Report

| | | | | | | | | |
|--|---------------|--|----------|-------------------------------------|---------------|--|--------|----|
| PRESENTER: Mike Rocamontes Public Works Director | | | | MEETING DATE: March 21, 2024 | | | | |
| DEPARTMENT: Public Works | | | | AGENDA ITEM: VII-3 | | | | |
| SUBJECT: Discuss and consider approving the Developer Agreement with WB Crowley Land, LLC, for Canoe Way Tract 2. | | | | | | | | |
| COORDINATION: | Finance | | City Sec | | Comm Dev | | PW | MR |
| | Dept Director | | HR | | Comm Services | | EDC: | |
| | City Attorney | | PD | | FD | | Admin: | ME |

BACKGROUND:

Canoe Way Tract 2 located on the NE corner of 1187 and Canoe Way. Tract 2 is the second phase of the development. Tract 1 is on the west side of Canoe Way across from Tract 2. Like Tract 1, this will be a “private community”, thus the streets, signs and lights will be the responsibility of the HOA and or Developer.

RECOMMENDATION:

Staff recommends approval of this agreement.

FINANCIAL INFORMATION:

N/A

ATTACHMENTS:

Developer Agreement

Picture of Development Location

All public and private infrastructure improvements on the Property, 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 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, (hereinafter 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. Shapefiles (GIS) providing the location of water and sanitary sewer layout, storm drain layout, and street layout reflecting correct right-of-way width. The shapefiles 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 AND INSURANCE

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 Performance and Payment 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 the pre-construction conference ("construction start date").

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 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.

DEVELOPER, or DEVELOPER's contractors, must maintain insurance relating to the construction of the public improvements pursuant to this Agreement meeting the requirements of the CITY, including workers' compensation, general liability, and

comprehensive automobile/truck liability insurance, and such insurance shall name the CITY as an additional insured.

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 prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the public water system and public 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 prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the public sewer system and public 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 prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", and accepted by the CITY 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 public drainage facilities and public improvements within the dedicated easements once the two-year maintenance bond is released except for the natural drainage channel in lot 2X, Block F. The H.O.A. shall be responsible for the maintenance of the natural drainage channel in lot 2X, Block F as referenced in the recorded Final Plat.

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 as part of this Agreement. The streets in this Addition are Private and will be maintained by the Developer or HOA.
2. The Developer will be responsible for:

- a. Installation and operational cost of streetlights in the Addition.
 - b. Installation of all Street signs designating the names of the streets inside t 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 **Developer or HOA** shall be responsible for timely replacement.
 - d. 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.
 - e. 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 ensure 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 FM 1187 (south side); and an 8" water line exists in the Canoe Way right of way (west side).
- 3. The CITY does note to the DEVELOPER that a sanitary sewer line and 4' manhole with an 8" stub out exists in the right of way of Canoe Way, near the northeast corner of the project site.

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 (the CITY's wholesale service provider). 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

Parkland dedication has been provided as per the Canoe Way Planned Development District Ordinance No. #01-2022-450 under Exhibit B Section II(B)(4)(a)(ii)

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 the 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, 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 items and shall form and dedicate such improvements to a homeowners association (HOA) for the maintenance or replacement of these items under any circumstances. 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 the formation of the HOA and the HOA after its 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 the 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 the 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 the Developer that die prior to the completion of the public improvements being constructed by the Developer with the same or similar type of plant, tree, or grass that is the same or similar size and with respect to plants and grass that die, in the same stage of growth.

6. VENUE

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

7. ASSIGNMENT

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

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. However, upon substantial completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the public improvements in the Addition. All items on the "punch list" must be completed, inspected and accepted by the City; no building permits will be issued until the public improvements have been accepted by the City.

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

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. 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. It shall be the DEVELOPER'S responsibility to obtain all permits and inspections for sidewalks and barrier free ramps that fall within the TXDOT ROW and construct them according to TXDOT standards and requirements.
2. The Developer shall pay inspection fees, to the City of Crowley, to inspect the infrastructure improvements for this development. 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 effective as of the date herein above first mentioned.

WB CROWLEY LAND, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
NAME: Carson Liesenfelt, P.E.
ITS: Land Project Manager

CITY OF CROWLEY

By: _____
Billy Davis, Mayor

ATTEST:

By: _____
Carol Konhauser, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the_____day of
_____20

Notary Public in and for the State of Texas

Type of Print Notary's Name

My Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION

BEING, all of that 8.206 acre (357,464 square foot) tract of land situated in the Thomas T. Toler Survey, Abstract No. 1541, in the City of Crowley, Tarrant County, Texas; being part of that tract of land described as Tract 2 in Substitute Trustee's Deed and Bill of Sale to WB Crowley Land, LLC as recorded in Instrument No. D222026969 of the Official Public Records of Tarrant County, Texas; said 8.206 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8-inch iron rod found at the northwest corner of said Tract 2; said point being the southwest corner of Lot 1, Block, 2 Creekside Phase 1A, an addition to the City of Crowley as recorded in Cabinet A, Page 10390 of the Plat Records of Tarrant County, Texas; said point being in the east right-of-way line of Canoe Way (60-foot right-of-way);

THENCE, South 77 degrees 46 minutes 13 seconds East, departing the east line of said Canoe Way, and with the north line of said Tract 2 and the south line of said Block 2, a distance of 595.51 feet to a 5/8-inch iron rod with "BGE" cap set for corner; said point being the northeast corner of said Tract 2 and the southeast corner of Lot 10X of said Creekside Phase 1A; said point also being in the west line of Lot 1, Block A, Palladium Crowley Addition, an addition to the City of Crowley as recorded in Instrument No. D218271638 of said Plat Records;

THENCE, South 13 degrees 54 minutes 30 seconds West, with the east line of said Tract 2 and the west line of said Lot 1, a distance of 640.32 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 77 degrees 46 minutes 13 seconds West, departing the east line of said Tract 2 and the west line of said Lot 1, a distance of 486.75 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 12 degrees 13 minutes 47 seconds East, a distance of 169.49 feet to a 5/8-inch iron rod with "BGE" cap set for corner; said point being the beginning of a tangent curve to the left;

THENCE, in a northwesterly direction, along said curve to the left, an arc length of 45.55 feet, having a radius of 29.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord which bears North 32 degrees 46 minutes 13 seconds West, 41.01 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 77 degrees 46 minutes 13 seconds West, a distance of 61.00 feet to a 5/8-inch iron rod with "BGE" cap set in the west line of said Tract 2 and the east line of said Canoe Way; from said point a 5/8-inch iron rod with "MIA 5714" cap found at a southwest corner of said Tract 2; bears South 12 degrees 13 minutes 47 seconds West, a distance of 353.99 feet;

THENCE, North 12 degrees 13 minutes 47 seconds East, with the west line of said Tract 2 and the East line of said Canoe Way, a distance of 441.55 feet to the POINT OF BEGINNING and containing an area of 8.206 acres or 357,464 square feet of land, more or less.

EXHIBIT "B"
DESCRIPTION OF IMPROVEMENTS

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Paving, and Drainage Improvements to serve the Canoe Way – Tract 2A dated September 21, 2023 by Jaime Soria, of BGE, Inc , as approved by the City Engineer dated September 22, 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 its Lots:

\$250.00 per hour

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

The City will send the Developer an invoice for time billed each month. 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.



Dallas Antenna

Canoe Way

Ste

Mast Ct

Canoe Way

Canoe Way

Crowley Plover Rd

1187

Palladium Crowley

1187

Crowley Plover Rd



City of Crowley, Texas Mayor and Council Agenda Report

| | | | | | | | |
|---|---------------|---|----------|--|---------------|--|--------|
| PRESENTER: Robert Loftin City Manager | | MEETING DATE: March 21, 2024 | | | | | |
| DEPARTMENT: Administration | | AGENDA ITEM: VII-4 | | | | | |
| SUBJECT: | | Council to Ratify the City Manager's appointment of Matt Elgin as Assistant City Manager/Director of Special Projects effective April 1, 2024, pursuant to the Home Rule Charter, Article V. Municipal Administration, Section 5.05 City Departments. | | | | | |
| COORDINATION: | Finance | | City Sec | | Comm Dev | | PW |
| | Dept Directo | | HR | | Comm Services | | Other: |
| | City Attorney | | PD | | FD | | Other: |

BACKGROUND:

It is the recommendation of the City Manager that Council ratify the appointment of Matt Elgin to the position of Assistant City Manager/Director of Special Projects effective April 1, 2024, pursuant to the Home Rule Charter under Article V, Section 5.05, the City Manager shall appoint department heads with the approval of City Council.

RECOMMENDATION:

If there are no objections, staff recommends Council Ratify these appointment

FINANCIAL INFORMATION:

None.

ATTACHMENTS:

None



City of Crowley, Texas Mayor and Council Agenda Report

| | | | | | | | | |
|---|---------------|-----------|----------|--|------------------------------------|-----------|--------|-----------|
| PRESENTER: Rachel Roberts | | | | | MEETING DATE: Mar. 21, 2024 | | | |
| DEPARTMENT: Community Development | | | | | AGENDA ITEM: VII-5 | | | |
| SUBJECT: Discuss and consider approval of a developer agreement for land located generally along S. Hampton Road between FM 1187 and Sendero Oaks Dr | | | | | | | | |
| COORDINATION: | Finance | | City Sec | | Comm Dev | RR | PW | ME |
| | Dept Director | | HR | | Comm Services | | EDC: | |
| | City Attorney | RA | PD | | FD | | Admin: | JT |

BACKGROUND:

At the previous City Council meeting, the approved a rezoning for property located on the east side of S Hampton Rd just south of FM 1187 and north of Kings Ct, owned by the Teeter family. The zoning was approved on a conditional basis, with one of the conditions being that the city and the Teeters approve a development agreement that would require the Teeter property on the west side of Hampton be rezoned to mixed-use at some point in the future.

Under the terms of the development agreement, the specific mixed-use district standards for the site would be proposed when the rezoning application is submitted, but it would have as a base district the standards from the city's existing mixed-use core sub-district. The agreement includes several images of Urban Village developments; these are for illustration purposes only and are not requirements.

The agreement also includes a provision waiving the rezoning application fees if the owner builds the project and receives a certificate of occupancy for at least one residential unit and the retail portion within seven years. This is the same timeline used for incentives when the city approved the development agreement for the Tarrytown neighborhood.

The Teeters have agreed to the draft agreement, and the city will get signatures on the final version if the Council approves it.

STAFF RECOMMENDATION

Staff recommend approval.

ATTACHMENTS:

- Development agreement with exhibits

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into on this the ____ day of _____, 2024, by and between the City of Crowley, Texas (“City”), and Teeter _____ (“Owner”). For convenience, the City and the Owner may be referred to individually as a “party” or collectively as “the parties.”

WHEREAS, Owner owns an approximate ____ acre parcel of property located generally along S. Hampton Road between FM 1187 and Sendero Oaks Dr in the City as more particularly described and depicted on the attached Exhibit “A” incorporated herein (the “Property”) which is proposed to be developed by Owner as an urban village (mixed use residential and retail) (the “Development”), to be commonly known as Teeter Ranch West, as further described and depicted on the site plan attached hereto as Exhibit “B” and incorporated herein; and

WHEREAS, the Property is currently zoned _____, and the Owner has requested that the City establish planned development zoning on the Property to permit an urban village (mixed use residential and retail) development; and

WHEREAS, upon approval of planned development zoning of the Property, Owner has requested that the City permit the platting and/or development of the Development as more particularly described in the attached Exhibit “B” and this Agreement; and

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

WHEREAS, Owner desires to participate in this Agreement whereby the City will provide certain incentives to Owner for the location of the Development on the Property; and

WHEREAS, the City Council finds and determines that this Agreement will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the parties voluntarily enter into this Agreement with the intent of applying more stringent building product regulations, material standards, and/or aesthetic methods than otherwise required by the City’s Zoning Ordinance or any applicable national model code as otherwise required by Texas House Bill 2439 (Chapter 3000, Texas Government Code), effective September 1, 2019.

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

ARTICLE I. AUTHORIZATION

The City Council finds and determines that this Agreement is authorized and governed by Section 380.001 of the Texas Local Government Code.

ARTICLE II. TERM

This Agreement shall be effective as of the date of execution by all parties and continue until all obligations under the Agreement are fulfilled, unless otherwise terminated as provided for in this Agreement. In the event that the City fails to rezone the Property to a planned development zoning district to permit the Development, this Agreement shall automatically terminate, and neither party shall have any further obligation to the other under the Agreement.

ARTICLE III. ZONING

1. Zoning: The City shall, in accordance with Chapter 211, Texas Local Government Code, conduct public hearings to consider establishing planned development (PD) zoning for the Property to permit the Development, in accordance with the site plan attached as Exhibit “B” and this Agreement.

2. Applicable Development Regulations: Upon approval of planned development (PD) zoning, use of the Property will be subject to the restrictions, terms and conditions of the mixed-use core zoning district, Section 106.60, Chapter 106 “Zoning” of the Crowley Code of Ordinances as the base zoning standards and regulations, except as otherwise modified by the PD district regulations adopted at time of rezoning, and the Property shall be subject to the additional building product, material, or aesthetic requirements, and the additional development standards and regulations set forth in the attached Exhibit “C” incorporated herein by reference.

ARTICLE IV. PUBLIC IMPROVEMENTS

Owner, or Owner’s successors and assigns, shall be required to provide all public improvements required to serve the Development, including but not limited to water, sewer, drainage and roadway improvements, whether on-site or off-site (hereinafter the “public improvements”), at no cost to the City, unless otherwise provided herein, in accordance with the approved zoning and site plan for the Property, the City’s Zoning, Subdivision and other development regulations, and the development regulations attached hereto as Exhibit “C” (hereinafter the “City’s Development Regulations”) and as approved by the City Engineer or the City Engineer’s agent.

Owner, or Owner’s successors and assigns shall be required to enter into the City’s standard form community facilities/public improvements agreement governing the construction of such public improvements prior to the design or construction of such public improvements. Additionally, Owner agrees to dedicate, at no cost to the City, all right-of-way required under the City’s Development Regulations necessary for the Development.

ARTICLE V. COVENANTS OF OWNER AND CITY

1. Covenants of Owner:

- a. Owner agrees to construct multi-family residential units and loft residential units,

and a minimum 5,000 square foot retail center into one (1) building near the intersection of S. Hampton Road and FM 1187, as shown on the Site Plan, attached as Exhibit "B" and incorporated herein by reference.

b. To qualify for the incentives set forth below, the Owner (or successors or assigns) shall obtain all building and other permits required for the Development, and obtain a certificate of occupancy (CO) for use of the first completed multi-family or loft residential unit and the retail center within seven (7) years of the date of this Agreement.

c. Owner shall construct all residential and commercial improvements on the Property in accordance with the Site Plan attached as Exhibit "B," and the City's Development Regulations including but not limited to the **Mixed-Use Core** sub-district regulations attached as Exhibit "C."

2. Covenants of City: As an economic development incentive and to assist Owner with the Development, the City agrees to the following:

The City agrees to waive the application fee for the requested rezoning of the Property as requested herein.

ARTICLE VI. GENERAL PROVISIONS

1. Default. If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within thirty (30) days after delivery of written notice of such default from another party (the "Complaining Party") to cure such default, the Complaining Party may terminate this Agreement, and by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

2. Termination. This Agreement may be terminated as follows:

a. by mutual written agreement by the parties;

b. by the City upon the failure of Owner to fulfill its obligations under this Agreement after receipt of written notice of default and a thirty (30) day cure period.

3. Mutual Assistance. Owner 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.

4. 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.

5. Law Compliance. Owner agrees to comply with all federal, state, and local laws and all development regulations that are applicable to this Development.

6. **Waiver.** Owner expressly acknowledges that by entering into this Agreement, Owner, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the City's Zoning or Subdivision regulations or any other development regulation or ordinance of the City, except as herein agreed upon.

7. **Liens and Assessments.** In the event Owner 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 on property owned by Owner, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Tarrant County as a Mechanic's Lien against Owner's property; and, in the alternative, the City shall be authorized to levy an assessment against Owner's property for any improvements made by the City in accordance with applicable state law.

8. **Indemnity.** Owner, its officers, agents, employees, successors and assigns do hereby fully release and agree to, indemnify and hold harmless the City, its officers, agents, servants and employees, from all claims, suits, judgments, and demands of any nature whatsoever, for property damage or personal injury, including death, resulting from or in any way connected with this Agreement, or the construction or operations of the Development on the Property.

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

10. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by Owner and the City.

11. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Owner may not assign all or any part of its rights and obligations hereunder without prior written approval of the City.

12. **Determination Of Rough Proportionality.** Owner hereby agrees that any land or property it donates to the City as part of the development of any public improvements is roughly proportional to the need for such land and Owner hereby waives any claim therefor that it may have. Owner 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. Owner waives and releases all claims which Owner may have against the City 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.

13. **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:

Owner: _____
Attention: _____

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

14. 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.

15. 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.

16. 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.

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

18. Approval by City of Crowley, Texas. This Agreement was approved by the City Council at its meeting on _____, 2024.

CITY OF CROWLEY

By: _____

Its: _____

By: _____

Robert Loftin
City Manager

ATTEST:

City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, 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 _____ of _____ 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 _____ day of _____, 2024.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

SITE PLAN/ELEVATIONS

For the avoidance of doubt, and to affirm the quality of the mixed-use development to which the Owner and/or its assigns has agreed and which support the incentives contained herein, Owner agrees that the mixed-use structures will be of a style, character, and quality as in the elevations / illustrations attached as Exhibit “B”. The elevations are attached for demonstrative purposes only, and are not regulatory in nature.







EXHIBIT C

DEVELOPMENT REGULATIONS

106.60 MIXED-USE DISTRICT

A. PURPOSE AND INTENT

The Mixed-Use District is intended to implement the Mixed-Use land use designations and recommendations in the City of Crowley Comprehensive Plan. For all areas designated as Mixed-Use in the Crowley Future Land Use Plan, the Mixed-Use Zoning District shall be the appropriate district for all rezoning requests.

B. GENERAL

Boundaries of the Mixed-Use Districts and associated sub-districts, basic street network, and stormwater management areas shall be developed through the creation of Concept Plans and/or Development Plans at the time of zoning change per **Article 2: Procedures and Administration**.

C. SUB-DISTRICTS ESTABLISHED

- (1) Mixed-Use Core: Intended to have a mix of retail, office, retail service, and a range of residential uses in addition to civic and open spaces to create a vibrant, walkable environment.
- (2) Mixed-Use Transition: Intended to be predominantly residential with a mix of both attached and detached residential, with small office and local retail to appropriately transition between neighborhoods to commercial uses.
- (3) Mixed-Use Neighborhood: Primarily single family residential with a variety of types and sizes of lots.

D. CONCEPT PLAN

If a revised Concept Plan or request for new property zoning is submitted, then application of sub-districts within the Concept Plan shall adhere to the following requirements.

- (1) A Concept Plan cannot be composed of just one single sub-district for the entire area.
- (2) At least two sub-districts shall be designated within any Concept Plan.
- (3) If the Mixed-Use Neighborhood is used, then the Mixed-Use Transition sub-district shall be used to buffer the Mixed-Use Neighborhood from the Mixed-Use Core.

E. STREET TYPES

Pedestrian-Oriented Streets are used within the Concept Plan to achieve a higher level of pedestrian activity and connectivity. The amount of the required Pedestrian-Oriented Streets in any one Concept Plan is determined by the sub-district, within the Development Standards Table 106.60-1 below. Pedestrian-Oriented Streets include design considerations as follows:

- (1) Low-speed design to keep vehicle speeds at or below 25 mph;
- (2) Including the use of traffic calming designs (narrowing of pavement section, striping, elevated crosswalks, brick pavers, etc.);
- (3) Limiting the use of curb cuts along the Pedestrian-Oriented Street;
- (4) Planting street trees between the curb and the sidewalk, or within tree-wells in the sidewalk area;
- (5) Adhering to the setback range according to the Development Standards Table; and

- (6) Utilizing shading devices along the nonresidential or mixed-use building frontage, such as porches, awnings, pergolas, and other similar shade devices.

F. DEVELOPMENT STANDARDS

In order to produce a Concept Plan within any Mixed-Use District, the following development standards shall be used. Where items are marked as “flexible” in Table 106.60-1, the applicant shall provide a proposed standard with Concept Plan submittal.

| Table 106.60-1: Mixed Use District Development Standards Table | | | |
|--|---|---|---|
| Sub-District | Mixed-Use Core | Mixed-Use Transition | Mixed-Use Neighborhood |
| Development Standard | | | |
| 1. Building and Site Standards | | | |
| a. Principal Building Height* | 5 stories or 65 feet | 3 stories or 45 feet | 3 stories or 45 feet |
| * Building height shall be measured in number of stories up to the maximum height permitted. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50 percent of the floor area of a typical floor in the same building. Heights shall be measured to the top of parapet or to the eaves of a pitched roof. | | | |
| b. Setbacks (max. and min.)** | Note about measuring setbacks: In cases where the ROW is established at the curb line of streets, setbacks shall be measured from the edge of the pedestrian easement or streetscape zone closest to the building face along that street. | | |
| Front – Pedestrian-Oriented Streets or Improved Public Space | Min. setback = 5 feet – 15 feet; ¹Max. setback = 25 feet | Min. setback = 5 feet - 15 feet; ¹Max. setback = 25 feet | Min. setback = 5 feet - 15 feet; ¹Max. setback = 25 feet |
| Front – All Other streets | Min. setback = 5 feet; Max. setback = flexible | Min. setback = 5 feet; Max. setback = flexible | Min. setback = 5 feet; Max. setback = flexible |
| Side | Flexible | Min. 10 feet when adjacent to single family | Min. 10 feet when adjacent to single family |
| Rear | Flexible | Min. 10 feet when adjacent to single family | Min. 10 feet when adjacent to single family |
| c. Minimum Building Frontage² | | | |
| Pedestrian-Oriented Frontage | 75% | 60% | 60% |
| All Other Frontages | None required | None required | None required |
| ¹ For the purpose of setbacks, buildings fronting on “mews”, Pedestrian Street, Paseo, or similar improved public space (park, plaza, or other civic feature) between the street/sidewalk can measure the setbacks from the edge of such Pedestrian Street, Paseo, or Mews. | | | |
| ² Corner building façades at street intersections shall be built within the setback range for a minimum of 30 feet from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Pedestrian-Oriented Street designation. Street frontages adjacent to open space shall count towards the percent (%) requirement for the Pedestrian-Oriented Frontage. | | | |
| d. Accessory Buildings | Permitted | Permitted | Permitted |
| Standards for accessory buildings, structures, and dwellings shall be provided by the applicant. The standards shall result in these accessory uses being smaller in size and scale to the principal building. Accessory building shall be a necessary component to the primary use. | | | |
| e. Principal Building Orientation | Buildings shall be oriented to a Pedestrian-Oriented Street frontage or toward another focal point such as open space or environmental feature. If neither is available, buildings shall orient toward the other street. | | |
| f. Building Façade & Architectural Design Standards | The applicant shall propose appropriate building façade and architectural design standards for all the sub-districts in the development with the application for Concept Plan. They shall be based on the criteria established in Article 6: Building Design Standards. | | |
| **Minimum and/or maximum setback standards shall be proposed by the applicant for each sub-district based on the above criteria and Development Standards established in this Section. All buildings shall be required to meet Fire Code and International Building Code as adopted by the City of Crowley. | | | |
| 2. Block and Lot Standards | | | |
| a. Block Type | Regular (square or rectangular) Irregular blocks may be permitted only if natural topography, existing roadways, and/or vegetation prevents a rectilinear grid. | | |

Table 106.60-1: Mixed Use District Development Standards Table

| <i>Development Standard</i> | <i>Sub-District</i> | <i>Mixed-Use Core</i> | <i>Mixed-Use Transition</i> | <i>Mixed-Use Neighborhood</i> |
|--|---------------------|--|--|--|
| b. Block Perimeter (edge of a block may be created by public or private street, green space, or easement)* | | Max. block perimeter = 2,400 feet (Block perimeter maximum can be exceeded with either public or private roads that create interconnected access within parking areas and/or safe pedestrian connections accessing through the larger block) | Max. block perimeter = 3,000 feet | Max. block perimeter = 3,600 feet |
| * A private street or private drive is a street built to subdivision standards but is not dedicated as right-of-way and is maintained by private developer, organization, or association. | | | | |
| c. Pedestrian-Oriented Development Frontage (frontages along open spaces shall be considered pedestrian-oriented development frontage) | | Minimum of 40% of all new block frontages to be designated as Pedestrian-Oriented Development Frontage | Minimum of 40% of all new block frontages to be designated as Pedestrian-Oriented Development Frontage | Not Applicable |
| d. Residential Density | | No maximum | 24 DU/acre | 8 DU/acre |
| e. Lot Area | | No minimum or maximum | 2,000 square feet minimum | 4,000 square feet minimum |
| f. Lot Width | | No minimum or maximum | 22 feet width minimum | 35 feet width minimum |
| g. Minimum Lot Size/Type Mix Required | | None | 20% minimum required to be townhome (single family attached) and/or live-work, which shall be used as a transition between single family housing and commercial development. Overall, at least 2 lot sizes/types with at least 20% minimum for each type used. Types: 1. 35 feet or less in width; 2. 48 feet or less in width (Categories 1 and 2 shall be a maximum of 50% of lots within Concept Plan) 3. 49 feet–59 feet 4. 59 feet–69 feet | Overall, at least 3 lot sizes/types with at least 20% minimum for each type if only 3 types are used. Zero-lot line lots shall also be permitted as a different lot type. Types: 1. 48 feet or less in width (maximum of 30% of lots within Concept Plan) 2. 49 feet–59 feet 3. 59 feet–69 feet 4. 69 feet or greater |
| h. Maximum Lot Coverage | | 90% | 80% | 70% |
| 3. Street Design Standards | | | | |
| These standards shall apply to all new streets, public and private, located in the MU Districts including any streets established by the City's Master Thoroughfare Plan where feasible. Streets shall provide a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs shall be limited to locations where natural features such as topography or stream corridors prevent a street connection. The pedestrian zones, travel lane widths, turning radii, intersection design, bicycle facilities, and other street elements shall be based on the <i>ITE Manual for Designing Walkable Urban Thoroughfares</i> and/or <i>NACTO's Urban Street Guide and Bicycle Guide</i> . Those standards may be adjusted based on the specific Concept Plan and/or Development Plan with the approval of the Administrator. Bicycle facility widths may be modified based on the City's adopted Master Thoroughfare Plan standards. | | | | |
| a. On-Street Parking (along all internal streets except alleys) | | | | |
| • Parallel | | Permitted | Permitted | Permitted |
| • Angled (head-in or reverse angled) | | Permitted | Permitted | Permitted |

Table 106.60-1: Mixed Use District Development Standards Table

| <i>Development Standard</i> | <i>Sub-District</i> | <i>Mixed-Use Core</i> | <i>Mixed-Use Transition</i> | <i>Mixed-Use Neighborhood</i> |
|--|---------------------|--|--|--|
| • Head-in perpendicular | | Permitted only when it is: i. No more than half a block; and ii. Not placed along a pedestrian-oriented street | Not permitted | Not permitted |
| b. Parking Lane Width (min.) • Parallel • Angled • Head-in | | 8 feet 9 feet x 18–20 feet 9–10 feet | 8 feet 9 feet x 18–20 feet n/a | 8 feet 9 feet x 18–20 feet n/a |
| c. Alleys ³ | | Permitted | Permitted | Permitted |
| d. Pedestrian-Only Street or Mews Frontage (with rear vehicular access subject to fire lane requirements) | | Permitted; Min. width 30 feet (building face to building face) | Permitted; Min. width 30 feet (building face to building face) | Permitted; Min. width 30 feet (building face to building face) |
| e. Off-Street Parking Location | | i. Behind the principal building or to the side of the principal building as long as the minimum pedestrian-oriented building frontage is met. ii. Shall not be located at any street intersection with a pedestrian-oriented street. iii. May be located along any arterial street or highway frontage road frontage. | i. Behind the principal building or to the side of the principal building as long as the minimum pedestrian-oriented building frontage is met. ii. Shall not be located at any street intersection with a pedestrian-oriented street. | i. Behind the principal building or to the side of the principal building as long as the minimum pedestrian-oriented building frontage is met. |
| ³ Lots 48 feet in width or less shall have garage access from the side (for corner lots) or from an alley or common/shared driveway at the rear of the lot. | | | | |
| 4. Streetscape Standards | | | | |
| a. Sidewalks/ Walkways (min.) | | 8 feet | 6 feet | 6 feet |
| b. Trails (min.) | | If trail is on Parks & Trails Master Plan, use the specified width. Otherwise, must be 10 feet minimum. | If trail is on Parks & Trails Master Plan, use the specified width. Otherwise, must be 8 feet minimum. | If trail is on Parks & Trails Master Plan, use the specified width. Otherwise, must be 8 feet minimum. |
| c. Street Trees | | Required | Required | Required/Flexible |
| The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Concept Plan, which shall be reviewed as part of the Concept Plan or may be deferred to the Development Plan at the discretion of the Administrator. | | | | |
| 5. Open Space Standards | | | | |
| a. Open Space* | | Required (squares, greens and plazas) | Required (squares, greens, playgrounds, parks and plazas) | Required (playgrounds, parks and greens) |
| *Overall open space allocations in the district shall be a minimum of 10 percent of the gross area of the entire site included in the Concept Plan and shall generally be distributed equally between the sub-districts. Up to 50 percent of stormwater detention or retention, or preserved and enhanced floodplain [when incorporating passive or active recreation (i.e., trails, ball fields, etc.)] shall be counted towards the open space requirement within the Concept Plan. Definitions for open space types and additional information on the design of Open Space shall be per Article 8: Landscaping, Screening, & Open Space Standards | | | | |
| 6. Parking & Screening Standards | | | | |
| a. Off-Street Parking Minimum | | Article 7: Parking and Transportation shall apply. | | |
| b. Off-Street Loading | | Encouraged to be placed along an alley or parking area and not be placed along pedestrian-oriented streets. Screening required if along a street. | | |
| c. Screening | | Required for nonresidential uses. | | |
| 1. Trash/recycling receptacles | | Flexible for residential uses but shall not be visible from a public right-of-way (other than an alley); trash collection shall be along alleys if alleys are provided. | | |
| 2. Other utility equipment | | See Article 8: Landscaping, Screening, & Open Space Standards. | | |
| 3. Loading spaces | | Screening required for nonresidential loading spaces per Article 7: Parking and Transportation. | | |
| 4. Surface parking areas | | Required/Flexible (shall be per Article 5: Use Regulations or applicant may propose alternative screening standards at the time of Concept Plan.) | | |

| Table 106.60-1: Mixed Use District Development Standards Table | | | |
|--|---|----------------------|------------------------|
| Sub-District | Mixed-Use Core | Mixed-Use Transition | Mixed-Use Neighborhood |
| Development Standard | | | |
| 7. Landscape and Streetscape | | | |
| a. Landscaping ⁴ | Required only for nonresidential uses. | | |
| 1. Landscape/fencing buffer between surface parking and sidewalks/trails and streets (except alleys) | Landscaping shall be permitted to use fountains, outdoor speakers, and special lighting in gathering spaces, plazas, and other public spaces. | | |
| 2. Parking Lot Minimum Interior Landscaping | Article 8: Landscaping, Screening, and Open Space Standards shall apply. | | |
| b. Lighting | Required | | |
| 1. Street lighting | 1. Street lighting: | | |
| 2. Building entrances | a. Pedestrian-oriented lighting shall be no taller than 16 feet high and shall be spaced an average of 50 feet on center, coordinated with street trees. | | |
| 3. Parking areas | 2. Building/Unit Entrances shall have a minimum of one sconce or lighting device placed adjacent to the doorway. | | |
| 4. Trails and sidewalks | 3. Parking Areas shall be lit according to Article 7: Parking and Transportation. | | |
| | 4. Trails and Sidewalks: In the absence of vehicular-oriented lighting, pedestrian-oriented lighting shall be used for appropriate lighting of the pedestrian facilities. | | |
| ⁴ The applicant shall provide a landscape Concept Plan with the Concept Plan application that meets the requirements of Article 8: Landscaping, Screening, and Open Space Standards or proposes equitable alternative standards to Article 8. Alternative landscape standards shall identify landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the Concept Plan phase may be schematic meeting the design intent of the proposed development. All or portions of the Landscape Plan may be deferred until Development Plan or Site Plan with the approval of the Administrator. | | | |

106.61 – 106.64: RESERVED

RESIDENTIAL DEVELOPMENT

The following apply to residential development within the Property:

The number of Multi-Family residential units and Loft residential units within the Property may not exceed 20 units per acre unless otherwise permitted under the adopted planned development district ordinance.

A minimum 5,000 square foot retail center shall be incorporated into one building near the intersection of S. Hampton Road and FM 1187

The buildings shall be street-facing to create an urban setting along S. Hampton Road.

The buildings shall blend various architectural materials, such as masonry, stucco, and metal siding, to create a unique and attractive project for the City of Crowley. For reference, attached are examples of similar projects that are anticipated for the site.

The Owner shall construct a 10-foot wide concrete hike/bike trail along the western side of S. Hampton Road and dedicate the required Right-Of-Way

The Owner shall construct a 10-foot wide hike/bike trail along the edge of the FEMA floodplain in conformance with the City of Crowley Parks and Trails Master Plan.

The Owner shall construct a network of pedestrian-oriented streets meeting the requirements for the Mixed-Use Core district and as described in Section 106.60(E) of the Crowley zoning code.

The Development shall conform to the Mixed-Use District Development Standards for the Mixed-Use Core sub-district as outlined in Table 106.60-1 in the Crowley zoning code, with the following additional requirements:

- (1) No off-street surface parking shall be permitted between a building and Hampton Rd;
- (2) Parking garages with frontage on Hampton Rd shall have ground-floor commercial uses only;
- (3) The proposed regulations shall have transparency requirements comparable to the requirements of the Crowley Downtown Core district;
- (4) Buildings located on corners shall have "front" elevations on both streets;
- (5) The regulations shall include requirements for placement and screening of trash receptacles and similar types of services uses and shall include requirements for screening mechanical equipment;
- (6) Must include requirement that, in addition to the required 5,000 square feet of commercial space, development within 400 feet of FM 1187 shall be constructed in a way that allows either commercial use or loft residential use that can be converted to commercial use in the future, as the market demands; and
- (7) Exterior lighting shall meet the standards of the International Dark Sky Association model ordinance.