



Regular Session  
Council Agenda Packet  
May 2, 2024

**CITY OF CROWLEY**  
**CITY COUNCIL**  
**Council Regular Session**  
**May 2, 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  | _____              | _____          |
| <b>Staff:</b>  |                    |                |
| Lori Watson, City Manager                                | _____              | _____          |
| Cristina Winner, Asst City Mgr/Comm Serv Director        | _____              | _____          |
| Matt Elgin, Asst City Mgr/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             | _____              | _____          |
| Lacy Duncan, HR Administrator                            | _____              | _____          |
| Heather Gwin, Asst Finance Director                      | _____              | _____          |

## No Work Session for May 2, 2024



### AGENDA CROWLEY CITY COUNCIL MAY 2, 2024 REGULAR SESSION - 7:00 p.m.

Crowley City Hall  
201 E. Main Street  
Crowley TX 76028

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*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).*

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#### REGULAR SESSION - May 2, 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. National Police Week Proclamation.

##### V. 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 April 18, 2024.

##### VI. PUBLIC HEARINGS

1. None

##### VII. CITY BUSINESS

1. Discuss and consider approving Ordinance 05-2024-527, repealing Chapter 10 "Animals" of the Crowley Code of Ordinances in its entirety, and readopting a new Chapter 10 "Animal Services," providing for regulation of animal services, authorizing and establishing various animal services fees, and amending Appendix A, "Schedule of rates, fees, and charges."
2. Discuss and consider a Developer's Agreement for Mira Verde Addition Ph 1

##### VIII. ADVISORY BOARDS AND COMMISSIONS

###### 1. Reports

None

###### 2. Appointments/Reappointments

None

##### 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*

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

*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)**  
*Seek advice of the City Attorney regarding ongoing lawsuit with Total.*
- 2. Section 551.072 (Deliberations about Real Property)**
- 3. Section 551.074 (Personnel Matters)**
- 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, May 2, 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](mailto: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.

**CITY OF CROWLEY**  
**CERTIFIED AGENDA OF THE EXECUTIVE/CLOSED SESSION**  
**May 2, 2024**

**I. Statement of Beginning Executive/Closed Session**

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

“The City Council on May 2, 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

\_\_\_\_\_  
Council Member Jerry Beck, Jr.

\_\_\_\_\_  
Council Member Johnny Shotwell

\_\_\_\_\_  
Council Member Jesse Johnson

\_\_\_\_\_  
Council Member Jim Hirth

\_\_\_\_\_  
Council Member Matt Foster

\_\_\_\_\_  
Member Scott Gilbreath

\_\_\_\_\_  
City Manager Lori Watson

\_\_\_\_\_  
City Attorney Rob Allibon

\_\_\_\_\_  
Asst City Manager Cristina Winner

\_\_\_\_\_  
Asst City Manager, Matt Elgin

\_\_\_\_\_  
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:

***Consultation with Attorney pursuant to Section 551.071***

***Seek advice of the City Attorney regarding ongoing lawsuit with Total.***

**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 May 2, 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**



OFFICE OF THE MAYOR  
CITY OF CROWLEY, TEXAS



# Proclamation

## NATIONAL POLICE WEEK

May 12-18, 2024

**WHEREAS**, in 1962 President Kennedy proclaimed May 15 as National Peace Officers Memorial Day, and the calendar week in which May 15 falls, as National Police Week; and

**WHEREAS**, a Joint resolution of Congress in 1962, established National Police week to pay special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

**WHEREAS**, the dedicated men and women who have chosen law enforcement as a career face extraordinary risks and dangers in preserving our freedoms, safety, and security; and

**WHEREAS**, it is fitting and proper that we remember the dedicated service and sacrifices of all officers killed in the line of duty; and

**WHEREAS**, Police Officers of the Crowley Police Department stand watch over our citizens, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and

**WHEREAS**, the men and women of the law enforcement agency of the City of Crowley demonstrate compassion, understanding and professionalism in their duties, providing a vital public service to its citizens; and

**WHEREAS**, we express our gratitude for the courageous deeds of all law enforcement officers and for the contributions they have made to the security, safety, and well-being of our communities.

**NOW, THEREFORE**, I, Mayor Billy Davis of the City of Crowley, call upon all citizens of Crowley and upon all patriotic, civic and educational organizations to observe May 15, 2024 as Peace Officers' Memorial Day and the week of May 12-18, 2024, as Police Week, and hereby publicly salute the Police Officers of the Crowley Police Department.

**IN WITNESS WHEREOF**, I have herunto set my signature and the seal of the City of Crowley, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Billy Davis, Mayor



## City of Crowley, Texas Mayor and Council Agenda Report

|   |               |  |          |  |               |  |        |
|---|---------------|--|----------|--|---------------|--|--------|
| <b>PRESENTER:</b> Carol Konhauser<br>City Secretary |               | <b>MEETING DATE:</b> May 2, 2024   |          |  |               |  |        |
| <b>DEPARTMENT:</b> Administration                   |               | <b>AGENDA ITEM:</b> V-1  |          |  |               |  |        |
| <b>SUBJECT:</b>                                     |               | Discuss and consider approving the minutes from the regular meeting held April 18, 2024. |          |  |               |  |        |
| <b>COORDINATION:</b>                                | 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

**MINUTES OF THE CITY COUNCIL WORK SESSION HELD APRIL 18, 2024.** The City Council of the City of Crowley, Texas met in Work Session on Thursday, April 18, 2024, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis  
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  
Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager, Lori Watson  
Asst City Mgr/Comm Services Director/ Cristina Winner  
Asst City Mgr/Proj & 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  
Asst Finance Director, Heather Gwin  
HR Administrator, Lacy Duncan

Absent: Council Member Johnny Shotwell, City Council Place 1

#### **CALL TO ORDER/ ROLL CALL**

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

#### **DISCUSSION OF NON-ACTION ITEMS**

**1. Presentation and discussion on the 2024 Special Events Calendar.**

Not given due to all members and citizens being present during the EDC meeting.

**2. Hear a presentation and provide input to staff on proposed changes to the city's zoning regulations (Chapter 106)**

Planning and Comm Dev Director, Rachel Roberts gave a briefing of the zoning regulation changes.

#### **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 April 4, 2024.**

No discussion.

#### **PUBLIC HEARING**

**1. Hold a public hearing to discuss and consider approval of Ordinance No 04-2024-523 requested by Bloomfield Homes LP for a zoning change from "OC" Office Commercial district to "GC" General Commercial district for approximately 21.69 acres located at 998 N Crowley Rd, Crowley, being located in the H. Walker Survey, Abstract 1622, Tract 1A3, conveyed by deed as recorded in Document Number D220347026, Deed Records, Tarrant County. Case # ZR-2024-002.**

No discussion

#### **CITY BUSINESS**



**1. Consider approval of a mural for 117 S Texas Street.**

No discussion.

**2. Discuss and consider Ordinance 04-2024-521 amending section 58-56 “Conduct of Persons Within Park” of Chapter 58 “Parks and Recreation: of the Crowley Code of Ordinances, as amended regarding alcoholic beverages in parks, providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.**

No discussion.

**3. Discuss and consider adoption of Ordinance 04-2024-524 an Ordinance amending Section 86-158(a) of the City of Crowley Code, Texas, as amended, by adopting an updated “Drought and Water Emergency Plan”, and “Water Conservation Plan” attached hereto as Exhibits A and B; providing that this ordinance shall be cumulative; providing a severability clause; providing a penalty clause; providing a savings clause; providing for publication; and providing an effective date.**

No discussion.

**4. Discuss and consider Ordinance 04-2024-522 amending section 1-15 “General Penalty; Continuing Violations” of the Crowley Code of Ordinances, providing a general penalty for violations of the city code of ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing the effective date.**

No discussion.

**5. Discuss and consider approving the 2023-24 Budget amendment #2 for the public restrooms, plaza trellis, and events for Crowley Crossing.**

No discussion.

**6. Discuss and consider adoption of Ordinance 04-2024-526 amending the FY2023-24 City of Crowley Operating Budget and appropriating resources to be known as “FY2023-24 Budget Amendment No. 1”; establishing an effective date.**

No discussion.

**7. Discuss and consider approval of a Chapter 380 Economic Development agreement between the City of Crowley and FTC Crowley LLC**

No discussion.

**8. Council to ratify the City Manager’s appointment of Lacy Duncan as Human Resources Administrator pursuant to the Home Rule Charter, Article V. Municipal Administration, Section 5.05 City Departments.**

No discussion.

**9. Discuss and consider adoption of Ordinance No. 04-2024-525, an Ordinance of the City Council of the City of Crowley, Texas appointing an Alternate Judge of the Municipal Court of Record; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date.**

No discussion.

- 10. Discuss and consider approving the project amount of \$1,449,000 for the add-on to city hall, furniture and paint for current city hall offices from the 2021 General Fund Bond.**

No discussion.

- 11. Discuss and consider adoption of Resolution R01-2024-415 amending and updating the designated “authorized signature” for the City of Crowley Depository PNC Bank.**

No discussion.

- 12. Discuss and consider adoption of Resolution R04-2024-416 to amend the Texpool Authorized Representatives.**

No discussion.

#### **ADJOURNMENT**

As there was no further business to discuss, the work session was adjourned at 6:59 pm.

**MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD APRIL 18, 2024.** The City Council of the City of Crowley, Texas met in Regular Session on Thursday, April 18, 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 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  
Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager, Lori Watson  
Asst City Mgr/Comm Services Director/ Cristina Winner  
Asst City Mgr/Proj & 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  
Asst Finance Director, Heather Gwin  
HR Administrator, Lacy Duncan

Absent: Council Member Johnny Shotwell, City Council Place 1

#### **CALL TO ORDER/ ROLL CALL**

Mayor Billy Davis called the Regular Session to order at 7:01 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

#### **INVOCATION/PLEDGE OF ALLEGIANCE**

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

#### **PRESENTATIONS/PROCLAMATIONS**

1. **None**

#### **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 April 4, 2024.**

Council Member Jesse Johnson made the motion to approve the Consent Agenda item(s), second by Council Member Jerry Beck; council voted unanimously to approve the motion as presented. Motion carried 7-0.

#### **PUBLIC HEARING**

1. **Hold a public hearing to discuss and consider approval of Ordinance No 04-2024-523 requested by Bloomfield Homes LP for a zoning change from “OC” Office Commercial district to “GC” General Commercial district for approximately 21.69 acres located at 998 N Crowley Rd, Crowley, being located in the H. Walker Survey, Abstract 1622, Tract 1A3, conveyed by deed as recorded in Document Number D220347026, Deed Records, Tarrant County. Case # ZR-2024-002.**

Mayor Davis opened the public hearing at 7:05 p.m and asked if there was any wishing to speak in favor of or opposition.

Planning and Comm Dev Director, Rachel Roberts explained this property is currently zoned as Office Commercial (OC), which was previously known as Restricted Commercial (RC). It is located adjacent to the Hunters Ridge subdivision. She added that a representative of Bloomfield had stated they would put architectural design criteria in the contract when they sell the property because they still want to protect their interest in the Hunters Ridge neighborhood and that they will also have a property owner's association for the commercial site. He added that they will be building a masonry screening wall along the east property line as part of Hunters Ridge phase 2.

Mayor then asked if anyone else would like to speak and nobody came forward, and he closed the public hearing at 7:09 p.m.

Council Member Jerry Beck made the motion to approve Ordinance 04-2024-523; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

## **CITY BUSINESS**

### **1. Consider approval of a mural for 117 S Texas Street.**

Council Member Jesse Johnson made the motion to approve the mural for 117 S Texas St; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

### **2. Discuss and consider Ordinance 04-2024-521 amending section 58-56 “Conduct of Persons Within Park” of Chapter 58 “Parks and Recreation: of the Crowley Code of Ordinances, as amended regarding alcoholic beverages in parks, providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.**

Council Member Jerry Beck made the motion to approve Ordinance 04-2024-521; second by Council Member Matt Foster; Council Member Jesse Johnson voted nay on the item. Motion carried 5-1.

### **3. Discuss and consider adoption of Ordinance 04-2024-524 an Ordinance amending Section 86-158(a) of the City of Crowley Code, Texas, as amended, by adopting an updated “Drought and Water Emergency Plan”, and “Water Conservation Plan” attached hereto as Exhibits A and B; providing that this ordinance shall be cumulative; providing a severability clause; providing a penalty clause; providing a savings clause; providing for publication; and providing an effective date.**

Council Member Jim Hirth made the motion to approve the Ordinance 04-2024-524; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

### **4. Discuss and consider Ordinance 04-2024-522 amending section 1-15 “General Penalty; Continuing Violations” of the Crowley Code of Ordinances, providing a general penalty for violations of the city code of ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing the effective date.**

Council Member Matt Foster made the motion to approve the Ordinance 04-2024-522; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

### **5. Discuss and consider approving the 2023-24 Budget amendment #2 for the public restrooms, plaza trellis, and events for Crowley Crossing.**

Council Member Jesse Johnson made the motion to approve Budget amendment #2 for the FY2023-24 EDC Budget; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

**6. Discuss and consider adoption of Ordinance 04-2024-526 amending the FY2023-24 City of Crowley Operating Budget and appropriating resources to be known as “FY2023-24 Budget Amendment No. 1”; establishing an effective date.**

Council Member Matt Foster made the motion to approve Ordinance 04-2024-526 amending the City of Crowley FY2023-24 Budget to be known as Amendment #1; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

**7. Discuss and consider approval of a Chapter 380 Economic Development agreement between the City of Crowley and FTC Crowley LLC**

Council Member Jesse Johnson made the motion to approve the Chapter 380 Economic Development Agreement with FTC Crowley, LLC; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

**8. Council to ratify the City Manager’s appointment of Lacy Duncan as Human Resources Administrator pursuant to the Home Rule Charter, Article V. Municipal Administration, Section 5.05 City Departments.**

Council Member Jim Hirth made the motion to approve the ratification of Lacy Duncan as Human Resource Administrator; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

**9. Discuss and consider adoption of Ordinance No. 04-2024-525, an Ordinance of the City Council of the City of Crowley, Texas appointing an Alternate Judge of the Municipal Court of Record; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date.**

Council Member Jesse Johnson made the motion to approve Ordinance 04-2024-525 appointing an Alternate Judge to the Municipal Court; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

City Secretary Carol Konhauser administered the Oath of Office to the newly appoint Judge, Terri Wilson.

**10. Discuss and consider approving the project amount of \$1,449,000 for the add-on to city hall, furniture and paint for current city hall offices from the 2021 General Fund Bond.**

Council Member Jim Hirth made the motion to approve the project amount of \$1,449,000 for the City Hall furniture and paint to be paid from the 2021 General Fund Bond; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

**11. Discuss and consider adoption of Resolution R04-2024-415 amending and updating the designated “authorized signature” for the City of Crowley Depository PNC Bank.**

Council Member Jesse Johnson made the motion to approve Resolution R04-2024-415; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

**12. Discuss and consider adoption of Resolution R04-2024-416 to amend the Texpool Authorized Representatives.**

Council Member Jim Hirth made the motion to approve Resolution R04-2024-416; 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.

Terri Horn, Crowley Chamber of Commerce reminded everyone of the Crowley Appreciation night at the Railroaders Game on May 5, 2024 and the clay shot tournament on May 17, 2024 at Alpine.

Representative Cheryl Bean, incumbent running for Texas District 97, stepped up and introduced herself.

Tyler Smith, assistant to John McQueeney, candidate for Texas District 97, stepped up and informed council he was there on behalf of Mr McQueeney and would be available after the meeting to answer any questions.

## **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 7:39 p.m.

ATTEST:

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Billy Davis, Mayor

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Carol C. Konhauser, City Secretary



## City of Crowley, Texas Mayor and Council Agenda Report

|                      |   |  |          |  |                                  |  |        |  |
|----------------------|---|--|----------|--|----------------------------------|--|--------|--|
| <b>PRESENTER:</b>    | Carol Konhauser<br>City Secretary   |  |          |  | <b>MEETING DATE:</b> May 2, 2024 |  |        |  |
| <b>DEPARTMENT:</b>   | Administration  |  |          |  | <b>AGENDA ITEM:</b> VII-1        |  |        |  |
| <b>SUBJECT:</b>      | Discuss and consider approving Ordinance 05-2024-527, repealing Chapter 10 "Animals" of the Crowley Code of Ordinances in its entirety, and readopting a new Chapter 10 "Animal Services," providing for regulation of animal services, authorizing and establishing various animal services fees, and amending Appendix A, "Schedule of rates, fees, and charges." |  |          |  |                                  |  |        |  |
| <b>COORDINATION:</b> | Finance   |  | City Sec |  | Comm Dev                         |  | PW     |  |
|                      | Dept Directo  |  | HR       |  | Comm Services                    |  | Other: |  |
|                      | City Attorney   |  | PD       |  | FD                               |  | Other: |  |

### **BACKGROUND:**

The Animal Services ordinance currently in effect was established in 2010, and the associated rates, fees, and charges were last updated in 2012. Staff is now recommending revisions to the ordinance to align with the latest State Statutes, adjust for current pricing, and incorporate revised operating procedures. Some of the changes are outlined below:

- Delete requirement for animal registration (city license). Require ALL cats and dogs within the city limits to be microchipped. This elevates the burden of keeping up with records and staffing issues.
- Add the requirement for ALL cats and dogs within city limits to be sterilized. Anyone wishing to maintain an intact animal will require a permit.
- Add regulations and permit fees for dangerous dogs, aggressive dogs, and beekeeping.

### **RECOMMENDATION:**

Staff recommends approving Ordinance 05-2024-527 and respectfully requests councils consideration

### **FINANCIAL INFORMATION:**

Animal control services depend significantly on donations. Amending Appendix A, "Schedule of Rates, Fees, and Charges," to update fees in line with current prices will assist in meeting budgetary needs.

### **ATTACHMENTS:**

1. Ordinance 05-2024-527

**ORDINANCE NO. 05-2024-527**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, REPEALING CHAPTER 10 "ANIMALS" OF THE CROWLEY CODE OF ORDINANCES IN ITS ENTIRETY, AND READOPTING A NEW CHAPTER 10 "ANIMAL SERVICES," PROVIDING FOR REGULATION OF ANIMAL SERVICES; AUTHORIZING AND ESTABLISHING VARIOUS ANIMAL SERVICES FEES AND AMENDING APPENDIX A, "SCHEDULE OF RATES, FEES AND CHARGES" BY UPDATING (28) ANIMAL CONTROL 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, Texas, (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 Council has previously adopted regulations governing animals, codified as Chapter 10 of the Code of Ordinance; and

**WHEREAS**, the City Council deems the provisions of the present animal services ordinance (codified as Chapter 10 "Animals" of the Code of Ordinances) to be inadequate; and

**WHEREAS**, the City Council has determined that it is in the best interests of the citizens of Crowley to provide for comprehensive regulations governing the care, custody, and control of animals within the City; and

**WHEREAS**, for the purpose of promoting health, safety, and general welfare of the City of Crowley, it is the desire of City Council to repeal and replace the regulations related to animal services and establish various fees by updating Appendix A, "Schedule of Rates Fees, and Charges.

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

**SECTION 1.**

That Chapter 10, "Animals" of the Code of Ordinances of the City of Crowley, is hereby repealed and readopted in its entirety to read as set forth in the attached Exhibit "A", incorporated herein by reference.

**SECTION 2.**

That Appendix A: Schedule of Rates, Fees and Charges, Section (28) Animal control fees, of the Code of Ordinances of the City of Crowley, Texas, be and is hereby amended as follows.



(28) *Animal control fees.*

|  |                  |                      |         |
|--|------------------|----------------------|---------|
| Adoption fee (dog)   |                  |                      |         |
|  | Core inoculation |                      | \$40.00 |
|  | Rabies           |                      | \$5.00  |
|  | Microchip        |                      | \$10.00 |
| Adoption fee (cat)   |                  |                      |         |
|  | Core inoculation |                      | \$20.00 |
|  | Rabies           |                      | \$5.00  |
|  | Microchip        |                      | \$10.00 |
| <i>Impoundment fees:</i>   |                  |                      |         |
|  | First            | Second               | Third   |
| Altered  | \$20.00          | \$40.00              | \$60.00 |
| Unaltered w/current permit                                       | \$30.00          | \$60.00              | \$90.00 |
| After hours and holiday impoundment                              |                  | \$40.00 per call out |         |
| Boarding of impounded animals (Crowley resident)                 |                  | \$10.00 per day      |         |
| Boarding of impounded animals (Non-resident)                     |                  | \$20.00 per day      |         |
| Boarding of quarantine animals (Crowley resident)                |                  | \$20.00 per day      |         |
| Boarding of quarantine animals (Non-resident)                    |                  | \$40.00 per day      |         |
| Carcass pick-up and disposal fee (50lbs or less) per animal      |                  |                      | \$25.00 |
| Carcass pick-up and disposal fee (greater than 50lbs) per animal |                  |                      | \$35.00 |
| Carcass disposal fee (dropped off at shelter) per animal         |                  |                      | \$15.00 |
| Owner relinquishment per animal                                  |                  |                      | \$20.00 |
| Dangerous dog registration fee (annually)                        |                  |                      | \$75.00 |
| Aggressive dog registration fee (annually)                       |                  |                      | \$50.00 |
| Intact pet permit (annually)                                     |                  |                      | \$50.00 |
| Multi-Pet Permit (annually)                                      |                  |                      | \$40.00 |
| Beekeeper Permit (annually)                                      |                  |                      | \$35.00 |

**SECTION 3.**

All other sections and subsections of Appendix A, Schedule of Rates, Fees and Charges are to remain as is.

**SECTION 4.**

That this ordinance shall be cumulative of all provisions of all existing ordinances of the City of Crowley, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

**SECTION 5.**

That it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause,

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

#### **SECTION 6.**

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

#### **SECTION 7.**

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

#### **SECTION 8.**

That this ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**CITY OF CROWLEY, TEXAS**

\_\_\_\_\_  
Billy P. Davis, Mayor

ATTEST:

\_\_\_\_\_  
Carol Konhauser, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Allibon, City Attorney

**EXHIBIT "A"**

**REVISED CHAPTER 10 "ANIMAL SERVICES"**

## Chapter 10 ANIMAL SERVICES

### ARTICLE I. IN GENERAL

#### Sec. 10-1. Definitions.

When used in this chapter, the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

*Abandon* means to cease to support, care for or look after an animal without making reasonable arrangements for the assumption of custody and care by another person.

*Adequate shelter* means a sturdy structure that provides the animal with protection from inclement weather and allows the animal to stand erect, sit, turn around and lie down in a normal position.

*Adoption of a dog or cat* means the release of the animal from the care, custody, control, or ownership of the animal control center to a person who agrees to assume ownership responsibilities for the care of that animal as defined in this chapter.

*Aggressive animal* means any animal which, when unprovoked chases or approaches a person upon any public or private property in a menacing fashion or apparent attitude of attack such that a reasonable person would believe the animal would cause physical injury to the person or animal.

*Aggressive dog* means a dog that:

(1) *Is found to menace, charge or display threatening or unprovoked aggressive behavior, or endangers the safety of a domestic animal or person; or*

(2) *Commits an unprovoked attack on a domestic animal that, at the time of the attack, was not at large and:*

a. *Causes bodily injury to the attacked animal and the attacking animal has already committed at least one (1) unprovoked attack on a previous occasion against a human being or domestic animal; or*

b. *Causes the death of the attacked animal.*

*Animal* means any living nonhuman creature, classified as a member of the kingdom Animalia and including, but not limited to, dogs, cats, pigs, horses, birds, fish, mammals, reptiles, insects, fowl and livestock.

*Animal control authority* means the animal services division of the city or its designee as determined by the City Council of the City of Crowley, which is authorized to represent and act for the City of Crowley to receive reports of animal nuisances, animals at large, animal bites, and other animal matters, and to investigate bite reports, ensure quarantine of possibly rabid animals, carry out provisions of Texas law pertaining to control and eradication of rabies and otherwise enforce the provisions of this chapter.

*Animal control supervisor* means the supervisor of animal services or his/her designated representative.

*Animal exhibition* means any spectacle, display, act or event in which animals are used.

*Animal fighting paraphernalia* means equipment, products, implements, or materials of any kind that are used, intended for use, or designed for use in the training, preparation,

conditioning, or furtherance of animal fighting. This includes, but is not limited to, cat mills, fighting pits, sparring muffs, springpoles, flirt poles and tables, and mounting blocks; unprescribed veterinary medicines and treatment supplies; descriptive materials and instructions for conditioning and use of implements; and gaffs, slashers, heels, and any other sharp implement designed to be attached in place of the natural spur of a cock or game fowl.

*Animal noise disturbance* means a minimum of two (2) separate recorded noise events within a period of twenty-four (24) hours where the animal can be heard continuously for a twenty-minute period of time, at least one hundred (100) yards away or behind the wall of a structure used for human habitation.

*Animal services* means the city-operated division for the purpose of animal care, control, and enforcement of this chapter.

*Animal services officer* means an employee of animal services, who meets all of the requirements to be an animal services officer, as defined and described in the Texas Health and Safety Code, Chapter 829, to act as the animal control authority under state law and to help carry out and enforce the provisions of this chapter.

*Animal shelter* means any facility designated and/or operated by the City of Crowley established for the purpose of impoundment, quarantine, care, adoption, euthanasia, and other disposition of animals held under the authority of this chapter.

*Apiary* means a place where honey bee colonies are kept.

*Assistance animal* means an animal that is specially trained or equipped to help a person with a disability and that:

- (1) Is used by a person with a disability who has satisfactorily completed a specific course of training in the use of the animal; and
- (2) Has been trained by an organization generally recognized by agencies involved in the rehabilitation of persons with disabilities as reputable and competent to provide animals with the training of this type.

*At large* means *or running at large* means any animal not kept under restraint.

*Beekeeper* means a person who owns, maintains or possesses one (1) or more colonies of bees, whether for private or commercial purposes.

*Bite* means a cut, wound or tear caused by contact with teeth which breaks the skin.

*Bodily injury* means any damage to the physical condition of an animal or person, including but not limited to physical harm, illness or injury.

*Breeding* means the mating of animals and production of offspring.

*Cat* means only domesticated species of the family Felidae, *Felis catus*, and which is not a hybrid of *Felis catus* and another feline species.

*Chicken* means all breeds of *Gallus gallus domesticus*, a common domesticated fowl widely kept for meat and eggs.

*limits* means the incorporated limits of the City of Crowley, Texas.

*Collar* means a band of material specifically designed to be placed around the neck of a animal.

*Commercial animal establishment* means any pet shop, animal auction, riding school or stable, zoological park, circus, recurring animal exhibition or commercial kennel.

*Companion animal* means an animal kept for pleasure rather than utility, of a species that has been bred and raised to live in or about the habitation of humans, and is dependent on

people for food and shelter. The term specifically includes, but is not limited to, dogs, cats, canaries, parakeets, parrots, cockatiels and other birds commonly maintained in households in cages, hamsters, gerbils, guinea pigs, rabbits, and ferrets. For purposes of this chapter, neither "livestock," "domestic fowl," "chickens," nor "wild animal" as defined herein shall be considered a companion animal.

*Confine or confinement* means to restrict an animal to an area, effectively preventing the animal from being free to roam or run at large.

*Cruel, cruelty or cruel manner* means causing or permitting unjustified or unwarranted pain or suffering.

*Currently vaccinated* means vaccinated against rabies by a licensed veterinarian, with a rabies vaccine licensed by the U.S. Department of Agriculture for that species, at or after the minimum age requirement and using the recommended route of administration for the vaccine, and:

- (1) At least thirty (30) days have elapsed since the initial vaccination; and
- (2) Not more than twelve (12) months have elapsed since the animal's most recent vaccination date, if the most recent vaccination was with a one-year rabies vaccine or was the animal's initial vaccination; or
- (3) Not more than thirty-six (36) months have elapsed since the animal's most recent vaccination date, if the most recent vaccination was with a three-year rabies vaccine and the animal is a dog or cat that has received at least two (2) vaccinations.

*Custody* means responsibility for the health, safety, and welfare of an animal subject to the person's care and control, regardless of ownership of the animal.

*Dangerous dog* means a dog that:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Has previously been declared a dangerous animal, as defined by Texas Health and Safety Code, Title 10, § 822.041(2), by an animal control authority, municipal court, justice court or county court.

*Declawing* means the surgical removal of an animal's claws or use of an animal's claws by means of an onychectomy, partial or complete phlangectomy, or partial or complete tendonectomy.

*Designated caretaker* means the provisional assumption of ownership for the purposes of administering preventative immunizations and treatment including emergency euthanasia in the event of suffering during an animal's stray hold period at an impound facility.

*Direct physical control* means near enough to the animal to exercise physical control over the animal in the event it should become necessary to do so to protect the animal, a human, or another animal from harm.

*Dog* means the only domesticated species of the family Canidae, *Canis familiaris*, but shall not include a wolf, jackal, coyote, fox or other dangerous wild animal of this family or hybrid thereof.

*Dog park* means the Crowley Dog Park, or a public park designed for dogs to exercise and play off leash in a controlled environment under the supervision of their owners or keepers, which is enclosed to prevent the dogs from running at large.

*Domestic or domesticated animal* means any animal normally adapted to live in intimate association with humans, or for the advantage of humans, which is commonly and universally accepted as being domesticated, including companion animals and livestock.

*Domestic fowl* means birds kept for the purpose of meat production, egg laying or purely for ornament or show, including but not limited to peacocks, guineafowl, ducks, geese, turkeys, partridges and pigeons, and chickens for the purposes of this chapter.

*Extended stay* means the period of time which begins when:

- (1) An owner has been notified of their pets impoundment; or
- (2) Following the tenth (10th) completed day of quarantine.

*Euthanize* means to cause the death of an animal implementing a technique that is in accordance with the methods, recommendations, and procedures prepared by the American Veterinary Medical Association (AVMA) and set forth in the latest edition of the AVMA Guidelines for the Euthanasia of Animals.

*Feral* means living in a wild state but descended from a domesticated animal.

*Ferret* means the only domesticated species of the family Mustelidae, *Mustela putorius furo*.

*Guard dog* means any dog which has been trained for the purpose of protecting property by a guard dog company which is required to be licensed pursuant to Art. 4413(29bb), V.T.C.S., as amended from time to time.

*Harbor* means to provide care for, sustenance, shelter, refuge, or to exercise custody or control over a domestic animal. Harbor does not include providing assistance in an emergency to an injured or ill animal.

*Harness* means a set of straps constructed of nylon, leather, or similar material, specifically designed to restrain or control an animal.

*Hen* means a female chicken.

*High-risk animal* means an animal which has a high probability of transmitting rabies. Such animals include skunks, bats, foxes, coyotes, and raccoons.

*Hive* means an aggregate of bees consisting principally of workers with one (1) queen and many drones, including brood, combs, honey and the receptacle inhabited by the bees.

*Honey Bee* means all life stages of the common domestic honeybee, *Apis mellifera* species.

*Humane trap* means an animal trap designed to capture animals without a holding mechanism, to capture the animals alive without causing trauma, injury or death.

*Hybrid* means the product of mating two different species of animal regardless of the number of generations born since that original mating.

*Impound* means the collecting and confining of an animal by the government entity pursuant to a state or local ordinance; impoundment shall begin at the time any animal control authority or police officer takes control of an animal.

*Inclement weather* means weather conditions that include rain, hail, sleet, snow, high winds, extremely low temperatures, or extremely high temperatures.

*Intact animal* means an animal that has not been sterilized.

*Keeper* means any person holding, caring for, having an interest in, or having control or custody of an animal.

*Kennel* means any premises where any person engages in the business of boarding, breeding, buying, letting for hire, or selling dogs, cats, or other animals and that is located within the corporate limits of the City of Crowley on property zoned to allow such use as outlined in the city's zoning regulations.

*Licensed veterinarian* means a veterinarian licensed by the Texas Board of Veterinary Medical Examiners.

*Livestock* means any farm animal regarded as an asset, including cattle, horses, ponies, mules, donkeys, hinnies, sheep, goats, llamas, alpacas, swine, and exotic livestock as defined by Agriculture Code Section 142.001, as amended.

*Local rabies control authority* means the officer designated by the city under the Health and Safety Code § 826.017 or his or her designee.

*Low-risk animal* means an animal which has a low probability of transmitting rabies. Such animals include all animals of the orders Marsupialia, Insectivora, Rodentia, Lagomorpha and Xenarthra.

*Microchip* means a passive electronic device that is injected into an animal which contains a unique number. The microchip can be read by an electronic scanning device for purposes of animal identification.

*Miniature pig* means a domesticated pot-bellied pig, not exceeding one hundred fifty (150) pounds in weight and twenty (20) inches in height measured at the highest point of the front shoulder when fully grown, which includes several subspecies of the family Suidae, *Sus scrofa*.

*Multi pet owner* means the keeping of more than three dogs and/or cats but not more than a total of six dogs and/or cats on any lot or premises for recreational activity, which shall not disturb anyone in the vicinity, or create a nuisance, and from which no revenue may be derived, and in which no cat or dog may be publicly displayed, offered for sale or advertised for sale, nor may any sign be used in connection therewith. All pets must be spayed or neutered and meet all other requirements as set forth in this chapter.

*Municipal court* means the city municipal court(s) of record.

*Nuisance animal* means any animal which negatively impacts the health, safety, property, or environment of another animal or person, including, but not limited to, any animal which:

- (1) Molests passersby or passing vehicles;
- (2) Attacks other domestic animals;
- (3) Trespasses on school grounds;
- (4) Is repeatedly at large;
- (5) Climbs upon a motor vehicle belonging to another;



- (6) Damages private or public property not belonging to the animal's owner;
- (7) Barks, whines, or howls in an excessive, continuous, or untimely fashion;
- (8) Tears, punctures, or otherwise opens refuse containers, causing their contents to be emptied or exposed to the elements;
- (9) Causes fouling of the air by odor, thereby creating an unreasonable annoyance or discomfort to a person of ordinary sensibilities in close proximity to the premises where the animal is kept or harbored, or
- (10) Defecates on any property except that belonging to the animal's owner
- (11) Interferes with refuse collection or other service personnel.

*Observation period* means the time following a potential rabies exposure during which the health status of the animal responsible for the potential exposure must be monitored. The observation period for dogs, cats, and domestic ferrets is ten (10) days (two hundred forty (240) hours); the observation period for other animals, not including those defined as high-risk, unless otherwise specified in the Texas Administrative Code, Title 25, §169.27, or a low-risk animal, is thirty (30) days. All observation periods are calculated from the time of the potential exposure. A potential exposure is an incident in which an animal has bitten a human or in which there is probable cause to believe that an animal has otherwise exposed a human to rabies.

*Owner* means any person that has a right of property in an animal or a person who owns, harbors, keeps, shelters, maintains or has permanent or temporary custody or control of an animal.

*Owner surrender* means to relinquish or release custody to the city animal shelter

*Person* means an individual or group of individuals acting in concert, partnership, corporation, trust, estate, firm, foundation, or other legal entity.

*Pet establishment* means an establishment offering small animals such as dogs, cats, birds, fish, ferrets, and similar animals, which are not dangerous wild animals or livestock, for sale, grooming facilities or boarding facilities that are located within the corporate limits of the city on property zoned to allow such use as outlined in the city's zoning regulations.

*Pet shop* means a business establishment where animals including dogs, cats, fish, birds, reptiles, or rodents are kept for sale or commercial barter.

*Poison* means a substance that is capable of causing illness or death of a living organism if introduced or absorbed.

*Police officer* means a sworn employee of the Crowley Police Department.

*Police service animal* means an animal used by a trained law enforcement handler that is specifically trained for law enforcement, corrections, prison or jail security, or investigative purposes.

*Properly fitted* means a collar or harness that:

- (1) Does not impede the animal's normal breathing or swallowing; and
- (2) Is attached to the animal in a manner that does not allow for escape; and
- (3) Does not cause injury to the animal.

*Protective custody* means the impoundment of an animal:

- (1) Due to the arrest, eviction, hospitalization, or death of the animal's owner;
- (2) Pursuant to a court order; or
- (3) At the request of a law enforcement agency.

*Quarantine* means to take into custody and place in confinement as defined in this chapter isolated from human beings and other animals in such a way as to preclude the possibility of disease transmission. The quarantine period for a dog, cat, or a domestic ferret in rabies quarantine is ten (10) days from the date of the bite, scratch or other exposure, or as recommended by the regional veterinarian from the Texas Department of Health.

*Registration* means the act of recording or entering information on an official list.

*Rooster* means a male chicken.

*Scratch* means contact with claws or nails that breaks the skin.

*Secure enclosure* means a fenced area or structure that is:

- (1) Locked; and
- (2) Capable of preventing the entry of the general public, including children; and
- (3) Capable of preventing the escape or release of a dog; and
- (4) Clearly marked as containing a dangerous or aggressive animal as applicable; and
- (5) Enclosed by a secure top and sides with a solid bottom or, constructed in such a manner which would prevent the animal from tunneling under or climbing over the enclosure and escaping; and

*Serious bodily injury* means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

*Service animal* means a dog that is individually trained to do work or perform tasks directly related to a disability for a person with disabilities as defined by the Americans with Disabilities Act (ADA). Dogs whose sole function is to provide comfort or emotional support are not considered service animals under the ADA.

*Sterilized* means rendered permanently incapable of reproduction by means approved by the American Veterinary Medical Association.

*Stray animal* means a domestic animal which is found to be at large within the city.

*Swine* means any of various stout-bodied, short-legged omnivorous artiodactyl mammals of the Suborder Suina, including pigs, hogs and boars.

*Torture* means any act that causes unjustifiable pain or suffering.

*Trolley system* means a device consisting of a horizontal cable, line, rope or chain attached to two (2) or more stationary objects, and designed or adapted for use with a tether that attaches to a dog's collar or harness.

*Unowned animal* means any animal for which an owner has not been identified.

*Unprovoked attack* means an act of physical force by an animal resulting in bodily injury that is not:

- (1) In response to being tormented, abused, or assaulted by any other person or animal; or
- (2) In response to pain or injury; or
- (3) In protection of itself, its food, immediate territory, or offspring.

*Vaccinate* or *vaccination* means inoculated with a substance used to stimulate the production of antibodies and provide immunity against one (1) or several diseases.

*Venomous* means capable of injecting venom by means of a bite or sting.

*Wild animal* means all species of animals that have not been domesticated and usually live in a natural environment, regardless of state or duration of captivity. The term includes, but is not limited to:

- (1) A "dangerous wild animal" as that term is defined in Texas Health and Safety Code, Title 10, § 822.101, as amended; and
- (2) A margay, badger, elephant, hippopotamus, rhinoceros, non-human primate, crocodile, alligator, caiman, gavial, raptor, marsupial; and
- (3) Any venomous animal; and
- (4) Any non-venomous snake longer than six (6) feet; and
- (5) Any member of the genus *Canis* including wolf, hybrid wolf, coyote, jackal or fox, and similar species except *Canis familiaris*; and
- (6) Any member of the genus *Felis* including leopard, lion, panther, tiger, lynx, bobcat, cheetah, ocelot, margay, jaguarundi, and any similar species except *Felis domesticus*; and
- (7) Any mustelid other than the domestic ferret (*Mustela putorius furo*); and
- (8) Any skunk, raccoon, opossum, armadillo or squirrel; and
- (9) Any hybrid of a wild animal.

*Zoological park* means any facility, other than a pet shop or commercial boarding kennel, displaying or exhibiting one (1) or more species of non-domesticated animals, operated by a person, partnership, corporation or government agency.

#### **Sec. 10-2. Animal Shelter and Operations.**

- (a) The city shall provide a suitable place where animals may be impounded and/or the city may contract with a private firm or individual to furnish space and services to house, care for and impound animals. Such place shall be known as the city animal shelter.
- (b) The city animal shelter is a municipal agency that serves the city limits of Crowley. This department cannot serve, nor accept, any animals from county residents or residents of other cities unless approved by the animal control supervisor or other city official. Contracts provided by the city shelter are government documents, and falsifying any information could result in penalties in accordance with state and local law. (Tex. Pen. Code 37.10 – Tampering with Governmental Record)

#### **Sec. 10-3. Duties; authority.**

- (a) The animal control supervisor is hereby designated as the person responsible for the enforcement of this chapter. All aspects of management and operation of animal services are the responsibility of the animal control supervisor.
- (b) The animal control supervisor is hereby designated as the local rabies control authority in accordance with requirements listed in Texas Administrative Code, Title 25, Chapter 169, and Texas Health and Safety Code, Title 10, Chapter 826. In the absence of the Animal control supervisor, the officer temporarily serving in that capacity shall assume the duties and responsibilities of the local rabies control authority.

- (c) Any animal services officer or police officer shall have the authority to enforce the provisions of this chapter and issue citations for violations in accordance with state and local law.
- (d) Any animal services officer or police officer shall have the authority to:
  - (1) Impound any animal on public property;
  - (2) Impound any animal running at large;
  - (3) Seize and impound any animal on private property, if:
    - a. The resident or property owner, or someone with apparent authority consents; or
    - b. The city obtains a seizure warrant or court order to do so; or
    - c. The animal services officer or police officer reasonably believes there is an imminent threat to public safety or health, or suffering would be unreasonably prolonged for any animal needing immediate attention and there is insufficient time to obtain a warrant.
  - (4) Seize and impound any animal upon the request of a police officer for protective custody incident to arrest, or upon hospitalization or death of the animal's owner or person in possession of the animal.
- (e) In addition to other authorities granted in this chapter, any animal services officer or police officer shall have the authority to:
  - (1) Destroy any animal which poses an imminent danger to a person or property, or a real or apparent necessity exists for the destruction of an animal;
  - (2) Destroy any animal that has rabies or is displaying rabies symptoms;
  - (3) Destroy any animal to relieve suffering;
  - (4) Tranquilize, trap or otherwise disable any animal while enforcing the provisions of this chapter;
  - (5) Engage in the lawful pursuit of animals running at large onto private property while enforcing the provisions of this chapter;
  - (6) Lawfully enter onto private property and/or a commercial animal establishment to enforce the provisions of this chapter.
- (f) To aid in the efficient administration of this chapter, the Animal control supervisor is authorized to adopt administrative policies and operational procedures consistent with the purpose and intent of this chapter, including but not limited to a petition for civil penalties and/or injunctive relief available under state law for a violation of the provisions of this chapter.

**Sec. 10-4. Interference; false statements or claims.**

It shall be unlawful for any person to fail to comply with any lawful order of an animal services officer or designee in the performance of his/her duties.

- (a) A person commits an offense if he/she prevents, obstructs, or interferes with any animal services officer or police officer in the performance of their duties under this chapter.
- (b) A person commits an offense if he/she removes, alters, damages or otherwise tampers with a trap set out by the animal control authority.

- (c) A person commits an offense if he/she fails to comply with a lawful order by an animal services officer or police officer duly acting under the authority of this chapter.
- (d) A person commits an offense if he/she knowingly initiates, communicates or circulates a false report or statement concerning any violation under this chapter, either verbal or written, which he/she knows to be false or baseless.
- (e) A person commits an offense if he/she knowingly makes a false claim regarding ownership of an animal with the intent to obstruct an investigation or enforcement under this chapter.
- (f) A person commits a class B misdemeanor offense under V.T.C.A., Penal Code §38.15 if the person with criminal negligence interrupts, disrupts, impedes, or otherwise interferes with an officer with responsibility for animal control authority while the officer is performing a duty or exercising authority imposed or granted under V.T.C.A., Health and Safety Code Chapter 821 or 822.

#### **Sec. 10-5. Enforcement; Penalty**

- (a) Unless specifically provided otherwise in this chapter or by state or federal law, a person who violates any provision of this chapter commits an offense, and upon conviction, shall be punished by fine not to exceed five hundred dollars (\$500.00).
- (b) Each twenty-four-hour period of violation, and each separate animal or condition in violation of this chapter shall constitute a separate offense.
- (c) For purposes of enforcement and prosecution, a rebuttable presumption of ownership exists with respect to each adult resident of the premises upon which an animal the subject of prosecution is kept, maintained, harbored or possessed on the date the violation is alleged.
- (d) Unless specifically provided otherwise, an offense under this chapter is a strict liability offense and the culpable mental state required by the Texas Penal Code is hereby specifically negated and clearly dispensed with.
- (e) The criminal remedies in this section are in addition to and cumulative of the remedies available to the city for enforcement of the provisions of this chapter. Nothing in this section shall limit any and all other criminal, civil or administrative remedies available to the city in seeking to enforce the provisions of this chapter including but not limited to a petition for civil penalties and/or injunctive relief available under state law for a violation of the provisions of this chapter.

#### **Sec. 10-6. Incorporation by reference.**

Any reference in this chapter to any other law, statute, code, ordinance, rule or regulation is intended to incorporate such material as it presently exists and any future amendments, changes, revisions, repeals or recodifications of such material, unless otherwise expressly provided.

#### **Sec. 10-7. Animal services fees.**

- (a) All fees for this chapter shall be reviewed, set and adopted by city council.

(b) The Animal control supervisor or his/her designated representative shall have the authority to reduce or waive fees under this chapter only in the following circumstances:

- (1) As part of a national, statewide, regional, local or city event being held to encourage the adoption of animals; or
- (2) If an animal owner submits a signed, written request to the animal shelter verifying their inability to pay the fee; or
- (3) The Animal control supervisor determines that it is in the best interest of the animal(s) to waive or reduce the fee.

## **ARTICLE II. ANIMAL CARE AND SAFETY**

### **Sec. 10-10. Restraint or tethering.**

- (a) A person commits an offense if he/she restrains an animal with any tying device including a chain, rope, tether, leash, or cable, to attach an animal, directly or indirectly, to a stationary object or trolley system.
- (b) It is an affirmative defense to prosecution under section (a) that:
  - (1) The restraint is required to protect the safety or welfare of a person or the animal; and
  - (2) The animal's owner remains in direct physical control of the animal; and
  - (3) The restraint occurs on the owner's private property and prevents the animal from being within ten (10) feet from the edge of any public right-of-way, street, sidewalk, park, other public land.
- (c) The affirmative defenses provided in subsection (b) do not apply unless the restraint meets all of the following specifications:
  - (1) The chain, rope, tether, leash, cable, or other device is not attached to a choke-type, prong-type or pinch-type collar of any sort;
  - (2) The chain, rope, tether, leash, cable, or other device is attached to a properly fitted, collar or harness worn by the animal;
  - (3) The chain, rope, tether, leash, cable, or other device is not placed directly around the animal's neck;
  - (4) The chain, rope, tether, leash, cable, or other device does not exceed more than one-tenth of the animal's body weight;
  - (5) The chain, rope, tether, leash, cable, or other device, by design and placement, allows the animal a reasonable and unobstructed range of motion without entanglement; and
  - (6) The animal has access to adequate shelter and water as defined by sections 10-11(c), 10-11(d) and 10-11(e).
- (d) A person commits an offense if the person fails to comply with this section.
  - (1) An offense under this section is a Class C misdemeanor, except that the offense is a Class B misdemeanor if the person has previously been convicted under this section. If a person fails to comply with this section with respect to

more than one (1) dog, the person's conduct with respect to each dog constitutes a separate offense.

(2) An offense under this section is punishable by a fine not to exceed two thousand dollars (\$2,000.00).

(e) Nothing in this section authorizes an owner to allow an animal to run at large or to fail to provide restraint as required by this chapter.

**Sec. 10-11. Proper and adequate care requirements.**

(a) A person or owner commits an offense if he/she keeps, harbors, uses or maintains any animal without proper and adequate care in violation of any of the provisions in this section.

(b) A person or owner commits an offense if he/she fails to provide an adequate enclosure for the animal that:

(1) Is constructed of sufficient strength, height, materials, and design to prevent the animal from escaping and to isolate the animal from the public and from other animals not under the care and control of the same person or owner; and

(2) Is designed, erected and maintained in accordance with applicable building and zoning requirements of the Zoning Ordinances and Code of the City; and

(3) Provides access to adequate natural or artificial shade from direct sunlight at all times and is large enough to contain all animals kept outdoors at one (1) time and is separate from any shade created from the designated shelter; and

(4) Provides a safe floor surface that does not permit the animal's feet or any portion of its foot to pass through any opening. The floor is constructed in a manner that protects the animal's feet and legs from injury.

(c) A person or owner commits an offense if he/she fails to provide adequate shelter that:

(1) Is accessible and allows the animal to enter and exit freely; and

(2) Consists of a solid-sided structure on three (3) or more sides with a roof or cover to allow the animal to remain dry and protected from weather, wind and moisture; and

(3) Provides natural or artificial shade for the animal to avoid direct sunlight and provides sufficient light for regular, diurnal lighting cycles; and

(4) Maintains a temperature that allows the animal to maintain normal body temperature and is not detrimental to the health of the animal; and

(5) Provides ventilation and access to an adequate supply of fresh air; and

(6) Is of adequate size to allow the animal to stand up, sit, turn around freely and lie down in a normal position; and

(7) Is cleaned and maintained in a manner to ensure sanitary conditions, control insects and pests, and to minimize the risk of disease and obnoxious odors.

- (d) A person or owner commits an offense if he/she leaves an animal outside and unattended during extreme weather conditions, including conditions in which:
  - (1) The actual or effective outdoor temperature is below 32 degrees Fahrenheit;
  - (2) A heat advisory has been issued by a local or state authority or jurisdiction; or
  - (3) A hurricane, tropical storm, winter storm or tornado warning has been issued for the jurisdiction by the National Weather Service.
- (e) A person or owner commits an offense if he/she fails to provide clean and potable water at all times and in a clean and easily accessible container.
- (f) A person or owner commits an offense if he/she fails to provide adequate food that:
  - (1) Is wholesome and contains sufficient quantity and nutritive value to maintain a healthy body weight;
  - (2) Meets the normal daily requirements for the species, condition and size of the animal;
  - (3) Is provided in a clean and easily accessible container; or
  - (4) Is placed in a location that minimizes contamination from feces, urine and pests.
- (g) A person or owner commits an offense if he/she knowingly fails to provide veterinary care by a licensed veterinarian when such treatment is necessary to prevent pain and suffering and to prevent, treat or cure infestation, injury or disease.

**Sec. 10-12. Inhumane treatment of animals.**

- (a) A person or owner commits an offense if he/she:
  - (1) Tortures, beats, torments, overloads, overworks, maims, disfigures, burns, scalds, causes serious bodily injury to, needlessly kills or otherwise abuses any animal;
  - (2) Engages or permits another person to engage in any sexual act with an animal;
  - (3) Deprives an animal of necessary food, water, care or shelter;
  - (4) Abandons any animal in the city, including but not limited to the abandonment of any animal(s) on the premises of the city animal shelter without notifying and gaining approval from the animal services authority;
  - (5) Confines any animal in such a way as to cause or permit unjustified pain or suffering;
  - (6) Causes, allows or permits an animal to remain in filthy conditions;
  - (7) Attaches a collar or harness to an animal that is of an inadequate size so that it inhibits the animal's breathing, swallowing or barking, or restricts the animal's growth, or causes damage to the skin;
  - (8) Teases or taunts any animal to provoke an aggressive or fearful response from the animal;
  - (9) Causes, instigates or trains an animal to fight another animal or allows or otherwise permits such activity on property that he owns or controls;



- (10) Manufactures, buys, sells, barter, exchanges, possesses, advertises, or otherwise offers any animal fighting paraphernalia or training equipment;
  - (11) Docks the tail, removes the dew claws, crops the ears or performs other surgical procedures on a dog or cat unless he/she is a licensed veterinarian;
  - (12) Removes the comb, waddle or earlobes of any fowl (sometimes referred to as "dubbing");
  - (13) Mutilates any dead animal for reasons other than food preparation or taxidermy. Dissection in compliance with medical or veterinary research, medical or veterinary necropsy, and bona fide educational use of dead animals shall not be considered mutilation;
  - (14) Fails to provide or follow a treatment regimen prescribed by a licensed veterinarian for an animal with an obvious or diagnosed illness or injury; or
  - (15) Physically removes from its mother any dog, cat, ferret, or rabbit less than six (6) weeks old, or any other animal that is not yet weaned, except as advised by a licensed veterinarian.
- (b) This section does not apply to a licensed veterinarian or a euthanasia technician, performing euthanasia of animals following applicable laws.
- (c) It is a defense to prosecution under this section if the animal is livestock or fowl slaughtered for human consumption without causing unjustified pain or suffering, and the animal is not slaughtered or processed in public view.
- (d) The Animal control supervisor shall have the authority, in accordance with the provisions of Chapter 821 of the Texas Health and Safety Code, to obtain a warrant for the seizure and impoundment of any animal subject to an investigation for inhumane treatment under this chapter or for cruel treatment under Texas Health and Safety Code, Chapter 821. Procedures regarding the disposition of the animal(s) shall be governed by and in accordance with this chapter and Texas Health and Safety Code, Chapter 821.
- (e) Nothing in this section shall be construed to limit any duty imposed on a person by any other provision of this chapter or any applicable state or federal law.

#### **Sec. 10-13. Animals in vehicles.**

- (a) A person commits an offense if he/she leaves an animal in a standing or parked vehicle, recreational vehicle, or trailer under such conditions, or for such a period of time, as may endanger the health of the animal due to heat, weather conditions, lack of food or water, or such other circumstances as may cause injury or death of the animal. An animal left under such conditions:
- (1) May be impounded and owner cited; or
  - (2) May be removed from the vehicle using reasonable force;
    - a. It shall be the responsibility of the owner to repair any damage caused by the removal of an animal when it appears their health and safety is in jeopardy.
    - b. An animal removed from a vehicle will be impounded pending a hearing.

(b) A person commits an offense if he/she transports or carries any animal in a motor vehicle unless the animal is safely enclosed within the vehicle; or if traveling in an unenclosed portion of a vehicle, including but not limited to, a convertible, pick-up truck, jeep, trailer or flatbed truck, the animal is safely confined by a seatbelt, vented container, cage or other device which will prevent the animal from falling, jumping, leaving or being thrown from the motor vehicle and from strangling on a leash, rope or tether of any type.

(c) A person commits an offense if the person fails to comply with this section.

(1) An offense under this section is a Class C misdemeanor. If a person fails to comply with this section with respect to more than one (1) dog, the person's conduct with respect to each dog constitutes a separate offense.

(2) An offense under this section is punishable by a fine not to exceed two thousand dollars (\$2,000.00).

#### **Sec. 10-14. Running at large**

No owner of any animal shall permit such animal to run at large at any time within the corporate limits of the city.

(a) An owner of any animal commits an offense if the animal is at large. For purposes of this section, an offense occurs without regard to any culpable mental state of the owner and there shall be an irrebuttable presumption that any animal which is at large shall have become so by the permission of its owner or harbinger.

(b) A person commits an offense if he/she owns an animal and fails to provide an enclosure or system of restraint secure enough to prevent the animal from escaping and/or being at large.

(c) The animal services officer or his agents are authorized to impound any animal at large.

#### **Sec. 10-15. Animal traps and poisons.**

(a) A person commits an offense if he/she places, baits, sets or permits a trap to be set on property owned or controlled by him/her that is designed in such a fashion as to reasonably ensure trauma, injury or death of the entrapped animal.

(b) A person commits an offense if he/she sets a humane trap and does not check the trap for a trapped animal at least once every eight (8) hours.

(c) A person commits an offense if he/she does not provide humane care for any trapped animal including protection from the elements, including heat, cold and precipitation (rain, sleet, snow), and adequate food and water. Trapped dogs or cats bearing identification shall be turned over to the animal's owner or to the animal shelter.

(d) A person commits an offense if he/she sets a trap when temperatures are below 40° Fahrenheit or above 90° Fahrenheit.

(e) A person commits an offense if he/she places any substance, article or bait that has in any manner been treated with any poisonous or toxic substance, including antifreeze or any drug, in any place accessible to humans, birds, dogs, cats or other animals.

- (f) A person commits an offense if he/she removes, alters, damages or otherwise tampers with a trap or other equipment belonging to, set by, or set at the request of animal services.
- (g) A person commits an offense if he/she releases or removes an animal from a trap belonging to, set by, or set at the request of animal services.
- (h) A person commits an offense if he/she sets a trap on public property without written permission from the Animal control supervisor or if he/she sets a trap on another's property without written consent from the property owner.
- (i) A person commits an offense if he/she transports any animal subject to a statewide rabies quarantine, pursuant to Texas Administrative Code, Title 25, §169.34, including any live species of coyote, raccoon or fox indigenous to North America.
  - (1) Animals subject to statewide quarantine may be transported by exempt individuals such as peace officers and individuals hired or contracted by local, state, or federal government agencies to deal with animals when such transport is part of their official duty.
  - (2) If an exempt individual transports such animals for release, the animals must be released within a ten-mile radius of where the animals were originally captured.
- (j) A person previously found in violation of this section, may not set out traps or rent animal traps from animal services.
- (j) This section shall not be interpreted to restrict the extermination of rats, mice, other rodents or insects through the use of traps, poisons or other commercially available means when used on the person's property or with the written consent of the property owner, and in accordance with the manufacturer's written label instructions except that the person is responsible for taking reasonable precautions to ensure that no human or animal, other than the targeted species, comes into contact with the traps, poison or other means and does not violate any other provision of this chapter.
- (k) It is a defense to prosecution under subsection (a) if the use of such traps is deemed necessary by the Animal control supervisor for the purpose of controlling communicable disease or invasive species.

**Sec. 10-16. Microchip and microchip registration for dogs and cats.**

- (a) A person who resides in the city commits an offense if he/she is the owner of a dog or cat over four (4) months of age that is not implanted with a microchip and registered with a microchip registration company.
  - (1) The owner of a dog or cat shall maintain his/her current contact information with a microchip registration company, including current name, address and telephone number.
  - (2) If there is a change in ownership of a microchipped dog or cat, the transferring owner is responsible for ensuring that the microchip is no longer registered in the transferring owner's name within thirty (30) days of the date of change in ownership. The new owner is responsible for re-registering the microchip to have the registration information transferred to the new owner's

name, and to provide an address and telephone number, within thirty (30) days after the change in ownership.

(b) A person commits an offense if he/she uses a registered microchip number for any animal other than the one for which it was issued.

(c) It is a defense to prosecution under subsection (a) that the owner of a dog or cat presents verifiable written documentation from a licensed veterinarian certifying that the dog or cat is determined to be medically unsuitable for microchipping. A deadline to provide the statement or letter will be provided by the animal control authority. Failure to provide the statement or letter by the given deadline will result in citations being issued.

(d) It is a defense to prosecution under this section if:

(1) The owner of the dog or cat is not a resident of the city and is keeping the dog or cat in the city for less than thirty (30) days;

(2) The owner has owned or had possession of the dog or cat for less than thirty (30) days; or

### **ARTICLE III. RABIES CONTROL**

#### **Sec. 10-20. Rabies vaccination required for dogs and cats**

The owner of a dog or cat shall have the animal vaccinated against rabies by the time the animal is four months of age and at regular intervals thereafter.

(a) A person commits an offense if he/she owns or keeps any dog or cat in the city which is not currently vaccinated against rabies.

(b) A person commits an offense if he/she fails to provide a certificate of rabies vaccination, for any dog or cat upon request by animal services officers or a police officer.

(c) A person commits an offense if he/she owns or keeps any dog or cat in the city which is not wearing a properly fitted collar or harness with a current rabies tag fastened securely at all times while the animal is outdoors.

(d) A person commits an offense if he/she uses a rabies tag for any animal other than the one (1) for which it was issued.

(e) Any licensed veterinarian who vaccinates an animal for rabies shall issue to the owner a current rabies tag and a certificate of rabies vaccination. The certificate shall contain the following information:

(1) Name, address and telephone number of the owner; and

(2) Name, address, telephone number of the veterinary clinic or service provider; and

(3) Animal identification, including species, sex, age, weight, predominant breed and color; and

(4) Vaccine used, including whether it is a vaccine labeled for one-year or three-year, manufacturer, expiration date, and serial number; and

(5) Date the vaccination was administered; and

(6) Rabies tag number; and

- (7) Veterinarian's signature and license number.
- (f) If a previously unvaccinated dog or cat bites or scratches a person, a rabies vaccine shall not be administered until the required 10-day observation period is complete. In such a case, the owner of the animal shall report the bite to the veterinarian and the city animal services officer. No rabies vaccine shall be administered without the acknowledgment of the City Animal Services Authority or a Licensed Veterinarian.
- (g) It is a defense to prosecution under this section if the animal is under four (4) months of age.

**Sec. 10-21. Reports of rabies.**

- (a) A person who knows of an animal bite or scratch to an individual in the city that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the animal shelter as required by Texas Health and Safety Code, Title 10, § 826.041, as amended.
  - (1) The report must include:
    - a. The name and address of the victim and of the animal's owner, if known; and
    - b. any other information that may help in locating the victim or animal.
- (b) Any person who suspects an animal has rabies or has been exposed to rabies shall report such to the animal shelter within twenty-four (24) hours and shall provide information about where the animal may be found, if known.
- (c) Any person who knows or suspects that a rabid animal has bitten or scratched a domestic animal or livestock shall report the incident to the animal shelter within twenty-four (24) hours and shall provide information about where the rabid or suspected rabid animal may be found and shall provide a description of the bitten or scratched domestic animal or livestock and the location of where it may be found, if known.

**Sec. 10-22. Quarantine of biting, scratching animals and exposed animals.**

- (a) The local rabies control authority is authorized to quarantine an animal as provided in Texas Health and Safety Code, Title 10, Chapter 826, as amended, and the rules adopted by the Texas Board of Health under that chapter.
  - (1) A person commits an offense if he/she owns, harbors or keeps any animal which has bitten or scratched a person and fails to submit such animal to the animal shelter for rabies quarantine or testing within twenty-four (24) hours.
  - (2) A person commits an offense if he/she owns, harbors or keeps any animal which has rabies, is suspected of having rabies, or has been bitten or scratched by an animal suspected of having rabies and fails to submit such animal to the animal shelter for rabies quarantine or testing within twenty-four (24) hours.

- (3) If a person fails to submit an animal for quarantine as required in subsections (a) or (b), the animal may be seized by the city with a court order.
- (4) A person commits an offense if he/she conceals, sells, gives away, or otherwise disposes of or permits an animal to be removed from quarantine that has bitten or scratched a person until such animal has been released from quarantine by the local rabies control authority.
- (b) Any animal known or suspected of biting or scratching a person or to have been exposed to rabies will be quarantined as directed by the local rabies control authority.
  - (1) The City of Crowley Animal Shelter is an approved quarantine facility. The owner of any animal directed to be quarantined at the animal shelter by the local rabies control authority will be required to pay the fees for the observation period in accordance with Appendix A, Schedule of Rates, Fees, and Charges.
  - (2) The local rabies control authority may approve quarantine with a licensed veterinarian at a veterinary clinic or other rabies quarantine facility; or
  - (3) The local rabies control authority may approve an owner to assume personal responsibility for home confinement. The local rabies control authority may allow home confinement, provided the owner strictly complies with the following:
    - a. The animal is kept in a secure enclosure, and is kept away from other animals and people except as necessary to provide care for the duration of the observation period; and
    - b. The animal is currently vaccinated against rabies; and
    - c. The animal was not at large at the time of the bite or scratch; and
    - d. The owner of the animal observes the animal at least twice a day and reports any health or behavior changes, or death, to the local rabies control authority immediately; and
    - e. The owner allows the local rabies control authority or his/her designated representative to inspect the animal and the location of confinement as requested for compliance with these requirements.
    - f. The owner completes an agreement to abide by the quarantine rules. Failure to sign the agreement will authorize the impoundment of the animal. Failure to comply with the agreement will constitute an offense. Any such impoundment at any facilities shall be at the expense of the owner, harborer, or keeper of such animal.
- (c) At the local rabies control authority's sole discretion, the conditions in subsection (3)(a) of this section may not be required for service animals approved for home confinement.
- (d) A military or police service animal is exempt from the quarantine requirements of this section if the animal bites a person while the animal is under routine veterinary care or while the animal is in training or being used for law enforcement, corrections or investigative purposes, provided that any changes in health or behavior, or death are reported to the local rabies control authority immediately.
- (e) The local rabies control authority may require an animal that is showing clinical signs of rabies or any high-risk animal to be euthanized and tested for rabies.

- (f) The local rabies control authority may require an animal that cannot be safely maintained in quarantine or that has inflicted multiple bite wounds, punctures or lacerations to be euthanized and tested for rabies.
- (g) The local rabies control authority may require an unowned animal to be euthanized and tested for rabies.
- (h) It shall be unlawful for any person owning or keeping an animal to give or cause to be given, during the confinement and observation period, any anti-rabies treatment, rabies vaccinations, or other treatment of the animal impounded for observation which may modify the course of rabies or interfere with clinical or laboratory diagnosis of rabies.
- (i) No dangerous wild animal will be placed in quarantine. Any dangerous wild animal involved in a biting incident will be humanely euthanized and will be submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

**Sec. 10-23. Release from quarantine; payment of fees; unclaimed animals.**

- (a) If, after the required observation period has been completed for quarantine, the local rabies control authority determines, or a licensed veterinarian certifies in writing to the local rabies control authority that such animal is not showing signs of rabies, the local rabies control authority shall authorize the release of the animal if the following conditions are met:
  - (1) The animal is currently vaccinated against rabies and the local rabies control authority has received a valid certificate of rabies vaccination for the animal or the animal is vaccinated for rabies by a licensed veterinarian, at the owner's expense; and
  - (2) The animal is not subject to a pending hearing or court order; and
  - (3) All fees authorized by this article as listed in Appendix A, schedule of rates, fees, and charges, are tendered to the city.
- (b) If the owner cannot provide proof that the animal is currently vaccinated, the animal services authority will conditionally release the animal with a voucher for rabies vaccination, paid for by the animal's owner. The owner commits an offense if he/she does not provide proof of vaccination to the animal services authority within one business day of the animal's release from quarantine.
- (c) If the owner of a quarantined animal does not pay appropriate fees and take possession of the animal, it may be disposed of three days after the quarantine period ends.

**ARTICLE IV. IMPOUNDMENT AND DISPOSITION OF ANIMALS**

**Sec. 10-30. Impoundment.**

- (a) Animals found in circumstances in which impoundment is authorized by the provisions of this chapter may be taken into custody and impounded at the city animal shelter or other appropriate facility designated by the Animal control supervisor. disposition at the sole discretion of animal services officers.

(b) The city shall immediately, upon possession, be the designated caretaker of any animal duly impounded or surrendered. Upon intake, animals will be microchipped for identification if no microchip is detected, given vaccinations to protect animal health, and will receive any other necessary treatment the veterinarian determines is appropriate for the animal, at the owner's expense.

(c) Except as otherwise provided in this chapter or pursuant to a court order, any impounded animal shall be held as follows:

- (1) Seventy-two (72) hours, excluding the day of impoundment, unless (d)(2), (d)(3), (d)(4) or (d)(5) of this subsection applies to the animal;
- (2) Up to seventy-two (72) hours if the animal is feral;
- (3) Ten (10) days, excluding the day of impoundment, if the animal is being held for protective custody;
- (4) Seventy-two (72) hours after the expiration of the observation period if the animal is impounded for quarantine; or
- (5) An alternative period mutually agreed upon by the owner and the animal control supervisor with such agreement being in writing and signed by the owner on a form approved by the animal control supervisor.

#### **Sec. 10-31. Impoundment - Owner Surrender**

The animal shelter is authorized to accept animals from owners who reside within the City limits of Crowley and voluntarily relinquish ownership and control of an animal to the Animal Services Authority.

(a) An owner may relinquish ownership by executing a written Owner Surrender statement to the Animal Shelter. The statement must include:

- (1) A disclosure of any known bite incidents involving the animal(s); and
- (2) Statement of understanding that there is no promise or guarantee of adoption and humane euthanasia is a possible disposition of said animal(s).

(b) Voluntarily relinquishing an animal does not release the owner, or affect the status of, any citations they may have received in regard to the relinquished animal(s).

(c) Any animal returned thirty (30) days after being adopted from the animal shelter will be subject to the same conditions as set forth for animals relinquished by their owners. The fee for such service will be set by the city council and listed in Appendix A, Schedule of Rates, Fees and Charges.

(d) The Crowley Animal Services Authority is a municipal agency of the City of Crowley and services the City limits of Crowley only. The department does not serve, nor accept, animals from county residents or residents of other cities. The records of this agency are government documents, and falsifying any information on the record could result in penalties in accordance with state and local laws.

#### **Sec. 10-32. Disposition of animals.**

(a) If any animal is not reclaimed by the owner within the applicable hold period, any prior ownership will be completely divested and the animal shall become property



of the city and such animal may be adopted, transferred or euthanized at the sole discretion of animal services officers.

(b) Any impounded animal suffering due to illness, injury or disease may be transferred or euthanized during the hold period at the sole discretion of animal services officers.

(c) Due to their immature immune systems, any impounded animal under three (3) months of age shall immediately become property of the city and may be adopted, transferred or euthanized at the sole discretion of animal services officers.

(d) The owner of an impounded animal remains subject to prosecution for a violation and liable for any fees related to impoundment whether or not the animal is reclaimed.

#### **Sec. 10-33. Release of impounded animals.**

(a) In order for an owner to reclaim an impounded animal, he/she must meet the following requirements:

(1) Rabies vaccination required for dogs and cats.

a. For the purposes of this subsection, sufficient proof of an animal's current rabies vaccination is a rabies vaccination certificate issued by a licensed veterinarian as described in section 10-20.

b. If the owner cannot prove that the animal has a current rabies vaccination, the owner shall pay fees to the city, as listed in Appendix A, Schedule of Rates, Fees and Charges, for the administration of a rabies vaccination prior to the animal being released.

c. If a rabies vaccination cannot be given at the time of reclaiming the animal, the owner shall have ten (10) days to provide the animal shelter written, verifiable proof of obtaining a current rabies vaccination from a licensed veterinarian.

(2) Microchip required for dogs and cats

a. Prior to releasing an animal, a microchip must be detectable with a scanner and the microchip registration information must match the owner.

b. If the microchip information does not match the owner at the time of reclaiming the animal, the owner shall have thirty (30) days to provide the animal shelter written, verifiable proof of microchip registration.

c. If the animal is not already microchipped, the owner shall pay a fee to the city, as listed in Appendix A, Schedule of rates, fees and charges, to have a microchip implanted into the animal prior to the animal being released.

d. If a microchip cannot be implanted at the time of reclaiming the animal, the owner shall have ten (10) days to provide the animal shelter written, verifiable proof of microchip implantation from a licensed veterinarian and registration.

- (3) Sterilization required for any dog or cat impounded more than one (1) time in any consecutive twelve-month period
  - a. For the purposes of this subsection, proof of sterilization shall be a sterilization certificate issued by a licensed veterinarian.
  - b. If the owner cannot provide proof of sterilization prior to release, the owner shall provide such certificate within thirty (30) days of release.
  - c. Subsections (3)a. and (3)b. do not apply if the owner of the animal provides proof that one or more of the following conditions are met:
    - 1. The animal is less than six (6) months of age;
    - 2. A licensed veterinarian certifies in writing and on office letterhead that the dog or cat is not medically suitable to be spayed or neutered due to health condition(s) or is permanently non-fertile as confirmed by a health examination;
    - 3. The animal is a trained military or police service animal.
- (b) Provide payment to the city animal shelter for all applicable fees, costs and expenses, as listed in Appendix A, schedule of rates, fees and charges, incurred by the city in the seizure and impoundment of the animal. These fees and costs shall include, but not be limited to, daily impoundment fees, veterinarian fees, cost of vaccinations, and cost of any medication and treatment reasonably required for the animal's care while impounded.
- (c) Animals cannot be reclaimed or released if:
  - (1) An impounded animal is wild or prohibited. Such animals may be transferred or euthanized at the discretion of animal services officers;
  - (2) An impounded animal is being held for investigation of rabies, rabies quarantine or is subject to a pending hearing or court order. Such animals shall not be released until the other provisions of this article or court determination are met; or
  - (3) If the owner fails to provide sufficient proof of vaccination, microchipping, or sterilization as required.
- (d) A person commits an offense if he/she fails to provide proof of vaccination, microchipping, or sterilization as required in this section.

**Sec. 10-34. Animal adoptions.**

- (a) An adoption fee shall be set to cover the actual costs incurred to shelter, prepare, and inoculate such animal for adoption as set forth in Appendix A, Rates, Fees and Charges of the city's code of ordinances.
- (b) Animals may be adopted from animal services under the following conditions:
  - (1) The animal has been evaluated by animal services personnel and determined to be an adoption candidate based on health, age and observed behavior. A decision by animal services shall not constitute a warranty of health, age or behavior of the animal;
  - (2) The dog or cat is sterilized. If the dog or cat is not already sterilized, the Animal control supervisor may, at his/her sole discretion, release the animal with

a signed sterilization agreement pursuant to Texas Health and Safety Code, Title 10, Chapter 828.

(3) The dog or cat has microchip identification implanted;

(4) The dog or cat is currently vaccinated against rabies; and

(5) All adoption fees and other fees authorized by this article, in accordance with Appendix A, Schedule of Rates, Fees, and Charges are tendered to the city.

(c) The Animal control supervisor may refuse/deny the adoption of any animal for any reason, including but not limited to:

(1) A person who is believed to be under the age of eighteen (18) years;

(2) A person who is believed to not have the proper facilities to contain or care for the animal following the provisions of this article;

(3) A person who is believed to want the animal for the purposes of resale or for purposes other than companion animal ownership;

(4) A person who is believed to potentially subject the animal to abandonment, inhumane treatment or cruelty if adopted;

(5) A person who is believed to have the intent to transfer custody of the animal to its previous owner, permitting the previous owner to evade enforcement under this chapter; or

(6) A person who is suspected of intending to declaw a cat or house it outdoors.

(d) A person commits an offense if he/she signs a sterilization agreement under Texas Health and Safety Code, Title 10, Chapter 828 and fails to provide confirmation of sterilization as required by said chapter, as amended.

#### **Sec. 10-35. Disposal of dead animals**

(a) It shall be unlawful for any person to place, put or leave a dead animal upon a public place, street, alley, right-of-way or public way or in any solid waste container or upon the property of another person.

(b) All veterinarians and residents shall be charged a fee, in accordance with Appendix A, Schedule of Rates, Fees, and Charges, for each trip by city employees to pick up one (1) or more dead animal(s).

(c) All veterinarians and residents bringing a dead animal(s) to the city's animal shelter facility shall be assessed and pay a disposal fee per animal, in accordance with in accordance with Appendix A, Schedule of Rates, Fees, and Charges

(d) It shall be unlawful for any person to place or leave an animal carcass at the city's animal shelter facility, except at times when it is open to the public and an Animal Services Authority is available to receive such carcass.

## **ARTICLE V. AGGRESSIVE DOGS**

### **Sec. 10-40. Report of aggressive dog; notice of aggressive dog determination; impoundment; conditions for release.**

- (a) Upon report of an incident involving an aggressive dog, the animal control authority may investigate and determine whether a dog is an aggressive dog as defined in section 10-1.
- (b) The determination may be based on an investigation that includes observing the dog's behavior, statements or testimony about the dog's behavior and/or the owner's care and control of the dog, and any other relevant evidence as determined by the animal control authority. No dog will be declared aggressive if the complaint filed is based solely on the dog's breed, size or physical appearance.
- (c) Statements and observations may be provided by any witness who personally observed the behavior, including animal services officers. Such reports and supporting witness statements shall be provided in writing and sworn to by the witness on a signed affidavit.
- (d) If, after completing an appropriate investigation supporting probable cause that the dog at issue is aggressive, the animal control supervisor determines that the dog is an aggressive dog, they shall provide written notice to the owner in person or by certified mail, return receipt requested. The notice shall include:
  - (1) A statement that the dog has been determined to be an aggressive dog by the animal control supervisor;
  - (2) A summary of the investigative findings supporting the determination;
  - (3) The time frame in which the owner has to comply with the requirements for owning or keeping an aggressive dog set forth in section 10-43;
  - (4) A statement regarding the owner's right to appeal the aggressive dog determination to the municipal court within fifteen (15) business days after the owner is notified; and
  - (5) A copy of this article.
- (e) As a reasonable precaution, when determined necessary to protect public health and safety, the animal control authority may, upon request and issuance of a seizure warrant, seize and impound the dog at the owner's expense pending an aggressive dog determination and completion of all appeals.
- (f) Any dog impounded under this section may not be released from impoundment until one (1) of the following conditions are met:
  - (1) The animal control supervisor or municipal court determines that the dog is not an aggressive dog, provided that all other requirements set forth in section 10-33 for release of impounded animals are met; or
  - (2) The animal control supervisor or municipal court determines that the dog is an aggressive dog and the owner has demonstrated compliance with:
    - a. All the requirements for owning or keeping an aggressive dog set forth in section 10-43; and
    - b. All applicable requirements for release of impounded animals set forth in section 10-33; and

- c. Any other requirements ordered by the animal control supervisor or the municipal court.

**Sec. 10-41. Appeal of aggressive dog determination; hearing; compliance period.**

- (a) If the animal control supervisor determines that the dog is an aggressive dog, that decision is final unless the owner or keeper files a written appeal, delivered in person or by certified mail to the court services division of the municipal court, within fifteen (15) business days of receiving the notice of determination. The owner or keeper shall also provide a copy of the written appeal to the animal control supervisor by delivering it to the animal control authority in person or by certified mail.
- (b) The municipal court shall conduct a hearing within ten (10) calendar days after receipt of the notice of appeal.
  - (1) Any interested party, including the city attorney or his/her designee, or the county, is entitled to present evidence at the hearing.
  - (2) The municipal court shall enter a judgment, based on a preponderance of the evidence presented, that the aggressive dog determination is either affirmed or reversed.
  - (3) If the owner or keeper of the dog does not appear at the hearing, the court may dismiss the appeal or proceed with evidentiary findings without the owner's or keeper's presence. If the appeal is dismissed, the aggressive dog determination is final.
  - (4) The result of the appeal hearing is final.
- (c) In the event that the decision of the municipal court affirms that the dog is an aggressive dog, the owner shall be required to comply with the requirements set forth in section 10-43 and any other requirements set by the municipal court within the timeframe set by the municipal court.

**Sec. 10-42. Aggressive dog ownership divested for non-compliance.**

If the owner of an aggressive dog impounded under this article has not complied with the requirements for release under section 10-40(f), after expiration of the applicable hold period pursuant to section 10-30(c), all prior ownership interest in the dog is completely divested and the animal shall become property of the city. In the event that an appeal is timely filed to municipal court pursuant to section 10-41, the applicable hold period shall be stayed until final adjudication by the municipal court.

**Sec. 10-43. Requirements for owning or keeping an aggressive dog.**

In addition to the other requirements of this chapter, the owner or keeper of an aggressive dog shall comply with the following conditions not later than the thirtieth (30<sup>th</sup>) day after the person learns that he/she is the owner of an aggressive dog:

- (a) Provide the name, address and telephone number for person(s) owning, keeping or harboring the aggressive dog;
- (b) Register the aggressive dog with the animal control authority and maintain current registration at all times. The owner or keeper must present proof of compliance

satisfactory to the animal control supervisor and pay the annual aggressive dog registration fee before registration will be issued or renewed;

(c) Pay any other costs or fees related to the seizure, care or impoundment of the dog, if applicable;

(d) Provide proof of current rabies vaccination as set forth in section 10-20;

(e) Provide proof of microchip and current microchip registration as set forth in section 10-16;

(f) Restrain the aggressive dog at all times, in a secure enclosure as defined in section 10-1 or on a leash, not more than six (6) feet in length, in the immediate control of a person capable of controlling the dog while the dog is wearing a muzzle that will not cause injury to the dog and will prevent the dog from biting any person or animal and does not interfere with the dog's vision or breathing;

(g) Acquire and maintain liability insurance coverage in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the aggressive dog causing bodily injury to a person or other animal and provide proof of the required liability insurance coverage to the animal control supervisor. The owner or keeper shall include in the policy provisions a requirement that the insurance provider will provide notice to the City of Crowley, through the animal control supervisor, not less than thirty (30) days prior to cancellation or any material change in coverage;

(h) Post a warning sign at each entrance to the premises in which the aggressive dog is being kept, stating "BEWARE OF DOG." The signs shall be no less than eight (8) inches by eleven (11) inches in size, with lettering no less than two (2) inches in height.

Lettering shall be white on a red background and be of light-reflective material; and

(i) Provide proof that the dog has been sterilized.

(1) For the purposes of this subsection, proof of sterilization shall be a sterilization certificate issued by a licensed veterinarian.

(2) Subsection (1) does not apply if the owner of the animal provides proof that one (1) of the following conditions are met:

a. The dog is less than six (6) months of age;

b. A licensed veterinarian certifies in writing and on office letterhead that the dog is not medically suitable to be spayed or neutered due to health condition(s) or is permanently non-fertile as confirmed by a health examination;

c. The dog is a trained military or police service animal.

#### **Sec. 10-44. Aggressive dog reporting requirements.**

(a) Any person who owns or keeps an aggressive dog in the city shall notify the animal control authority in writing within twenty-four (24) hours if the dog:

(1) Escapes from confinement;

(2) Attacks a person or other animal causing bodily injury; or

(3) Dies. If the dog dies, the owner shall present the body to a licensed veterinarian or to the animal control authority for verification of microchip identification before disposal of the body. If the owner presents the body to a

licensed veterinarian, the owner shall provide written verification of the microchip reading to the animal control authority within three (3) business days.

(b) The owner or keeper of an aggressive dog shall notify the animal control supervisor in writing within fourteen (14) days after moving the dog to a new address or transferring ownership and shall provide the animal control supervisor with the dog's new address and new owner information, if applicable. If the new address is within the city limits of Crowley, the owner must meet all the requirements in section 10-43.

**Sec. 10-45. Offenses; defenses to prosecution.**

(a) A person commits an offense if he/she knowingly, intentionally or recklessly owns or keeps a dog that has been previously determined to be an aggressive dog by the animal control supervisor or the municipal court and the dog makes an unprovoked attack on another legally restrained animal outside the dog's enclosure and causes bodily injury to that animal.

(b) A person commits an offense if he/she owns or keeps a dog determined to be an aggressive dog by the animal control supervisor or the municipal court in violation of any of the provisions of this article.

(c) If a person is found guilty of an offense under subsection (a), the fine may be increased to up to two thousand dollars (\$2,000.00) per offense.

(d) It is a defense to prosecution that the person:

(1) Is a licensed veterinarian, a peace officer, or a person employed by the animal control authority, the state or a political subdivision of the state to deal with stray animals, and has temporary ownership, custody or control of the dog in connection with that position; or

(2) Is an employee of a law enforcement agency and is training or using the dog for law enforcement or corrections purposes.

(e) It is a defense to prosecution that the dog was protecting or defending a person within the immediate vicinity of the dog from an unprovoked attack from another animal.

**Sec. 10-46. Declassification of aggressive dogs.**

Aggressive dogs will automatically be declassified and no longer considered an aggressive dog after one (1) year from the date of final determination that the dog is an aggressive dog so long as there have been no further incidents or violations of any of the provisions of this article.

## **ARTICLE VI. DANGEROUS DOGS**

**Sec. 10-50. State law incorporated; controlling effect.**

The provisions of the Texas Health and Safety Code, Title 10, Chapter 822 are incorporated into this article and dangerous dogs shall be determined and regulated in

accordance with said chapter and this article. To the extent of a conflict between said chapter and this article, Texas Health and Safety Code, Title 10, Chapter 822 controls.

**Sec. 10-51. Report of dangerous dog; notice of dangerous dog determination; impoundment; conditions for release.**

(a) Upon receipt of a sworn affidavit of complaint of a dangerous dog as defined in section 10-1, the animal control authority shall investigate the complaint. The investigation may include observing the dog's behavior, examining the dog, and reviewing other relevant information including discussing the incident with the owner or keeper of the dog. No dog will be declared dangerous if the complaint filed is based solely on the dog's breed, size or physical appearance. The affidavit shall contain:

- (1) The name, address and telephone number of the complainant(s) and any other witnesses; and
- (2) A description of the dog and the address where it resides, and if known, the name and telephone number of the owner of the dog; and
- (3) The date, time and location of the incident; and
- (4) A statement describing the facts upon which the complaint is based, including a description of the incident(s) which cause the complainant to believe the dog is a dangerous dog; and
- (5) A description of the injuries sustained, whether medical treatment was sought and the outcome of such treatment; and
- (6) Any other relevant facts.

(b) After receiving a sworn affidavit of an incident involving a dangerous dog and completing an appropriate investigation supporting probable cause that the dog at issue is dangerous, as a reasonable precaution to protect public health and safety, the animal shelter may, upon issuance of a seizure warrant, seize and impound the dog at the owner's expense pending a dangerous dog determination and completion of all appeals.

(c) If, at the conclusion of an investigation, the animal control supervisor determines that the dog is a dangerous dog as defined in section 10-1, the animal control supervisor shall provide written notice to the owner in person or by certified mail, return receipt requested. The notice shall include:

- (1) A statement that the dog has been determined to be a dangerous dog by the animal control supervisor; and
- (2) A summary of the investigative findings supporting the determination; and
- (3) A statement regarding the owner's right to appeal the dangerous dog determination to the municipal court not later than the fifteenth (15<sup>th</sup>) day after the owner is notified; and
- (4) A copy of this article.

(d) Any dog impounded under this section may not be released from impoundment until one of the following conditions are met:



- (1) The animal control supervisor or municipal court determines that the dog is not a dangerous dog, provided that all other requirements set forth in section 10-33 for release of impounded animals are met; or
- (2) The animal control supervisor or municipal court determines that the dog is a dangerous dog and the owner has demonstrated compliance with:
  - a. All the requirements for owning or keeping a dangerous dog set forth in section 10-43; and
  - b. All applicable requirements for release of impounded animals set forth in section 10-33; and
  - c. Any other requirements ordered by the animal control supervisor or the municipal court.

**Sec. 10-52. Appeal of dangerous dog determination; hearing; compliance period.**

- (a) If the animal control supervisor determines that the dog is a dangerous dog, that decision is final unless the owner or keeper files a written appeal, delivered in person or by certified mail to the court services division of the municipal court, within fifteen (15) days of receiving the notice of determination. The owner or keeper shall provide a copy of the written appeal to the Animal control supervisor by delivering it to the animal shelter in person or by certified mail.
- (b) The municipal court shall conduct a hearing within ten (10) calendar days after receipt of the notice of appeal.
  - (1) Any interested party, including the city attorney or his/her designee, or the county, is entitled to present evidence at the hearing.
  - (2) The municipal court shall enter a judgment, based on a preponderance of the evidence presented, that the dangerous dog determination is either affirmed or reversed.
  - (3) If the owner or keeper of the dog does not appear at the hearing, the court may proceed with evidentiary findings without the owner's or keeper's presence.
  - (4) The result of the hearing is final unless the owner or keeper files a written appeal in the manner described by the Texas Health and Safety Code §822.0424, as amended, within ten (10) days after the decision was issued by the municipal court. During the pendency of such appeal, a dog that has been impounded by the animal shelter shall remain impounded at the owner's expense. The municipal court shall determine the estimated costs to house and care for the dog during the appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.
- (c) In the event that the decision of the municipal court affirms that the dog is a dangerous dog, the owner shall be required to comply with the requirements set forth in section 10-43 and any other requirements set by the court within the timeframe set by the court.

**Sec. 10-53. Requirements for keeping or owning a dangerous dog.**

In addition to the other requirements of this chapter and the Texas Health and Safety Code, Chapter 822, Subchapter D, as amended, the owner or keeper of a dangerous dog shall comply with the following conditions not later than the thirtieth (30<sup>th</sup>) day after the person learns that he/she is the owner of a dangerous dog:

- (a) Register the dangerous dog annually with the animal shelter and maintain current registration at all times. The owner or keeper must present proof of compliance satisfactory to the animal control supervisor and pay the annual dangerous dog registration, renewal or transfer fee set forth in Appendix A, schedule of rates, fees and charges, before registration will be issued, renewed or transferred; and
- (b) Provide the name, address and telephone number for person(s) owning, keeping or harboring the dangerous dog; and
- (c) Pay any other costs or fees assessed by the governing body, per state law, related to the seizure, care or impoundment of the dog, if applicable; and
- (d) Provide proof of current rabies vaccination as set forth in section 10-20; and
- (e) Provide proof of microchip and current microchip registration as set forth in section 10-16; and
- (f) Provide at least three (3) color photos of the dog and a description of the dog to include the dog's name, age, sex, weight, height, length, color(s), breed(s) and any other distinguishing features or marks; and
- (g) Restrain the dangerous dog at all times in a secure enclosure as defined in section 10-1 or on a leash, no longer than six (6) feet in length, in the immediate control of a person capable of controlling the dog while the dog is wearing a muzzle that will not cause injury to the dog and will prevent the dog from biting any person or animal and does not interfere with the dog's vision or breathing; and
- (h) Acquire and maintain liability insurance coverage in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person or other animal and provide proof of the required liability insurance coverage to the animal control supervisor, the sufficiency of which shall be determined by the City Manager or his/her designated representative. The owner or keeper shall include in the policy provisions a requirement that the insurance provider will provide notice to the City Manager or his/her designated representative through the animal control supervisor not less than thirty (30) days prior to cancellation or any material change in coverage; and
- (i) Provide the dog with a fluorescent yellow collar visible at fifty (50) feet in normal daylight to be worn at all times; and
- (j) Post a warning sign at each entrance to the premises in which the dangerous dog is being kept, stating "BEWARE OF DANGEROUS DOG." The signs shall be no less than eight (8) inches by eleven (11) inches in size, with lettering no less than two (2) inches in height. Lettering shall be white on a red background and be of light-reflective material; and
- (k) Provide proof that the dog has been sterilized.
  - (1) For the purposes of this subsection, proof of sterilization shall be a sterilization certificate issued by a licensed veterinarian.

- (2) Subsection (1) does not apply if the owner of the animal provides proof that one (1) or more of the following conditions are met:
  - a. The animal is less than six (6) months of age;
  - b. A licensed veterinarian certifies in writing and on office letterhead that the dog or cat is not medically suitable to be spayed or neutered due to health condition(s) or is permanently non-fertile as confirmed by a health examination;
  - c. The animal is a trained military or police service animal.
- (l) If the dog is not already impounded, the owner of a dangerous dog who does not comply with the requirements shall deliver the dog to the animal services officer not later than the thirtieth (30<sup>th</sup>) day after the owner learns that the dog is a dangerous dog.

**Sec. 10-54. Dangerous dog reporting requirements.**

- (a) Any person who owns, harbors or keeps a dog determined to be a dangerous dog by the animal control supervisor or municipal court in the city shall notify the animal shelter in writing within twenty-four (24) hours if the dog:
  - (1) Escapes from confinement;
  - (2) Attacks a person or other animal causing bodily injury; or
  - (3) Dies. If the dog dies, the owner shall present the body to a licensed veterinarian or to the animal shelter for verification of microchip identification before disposal of the body. If the owner presents the body to a licensed veterinarian, the owner shall provide written verification of the microchip reading to the animal shelter within three (3) business days.
- (b) The owner or keeper of a dangerous dog shall notify the Animal control supervisor in writing within fourteen (14) days after moving the dog to a new address or transferring ownership and shall provide the animal control supervisor with the dog's new address and owner information, if applicable. If the new address is within the City limits of Crowley, the owner must meet all the requirements in section 10-43. If the new address is outside the city limits of Crowley, the owner must provide, in writing to the animal control supervisor, proof that the animal control authority in the new jurisdiction has been notified.

**Sec. 10-55. Non-compliance with dangerous dog requirements; hearing.**

- (a) Upon receiving an application from any person, the municipal court shall conduct a hearing to determine compliance with dangerous dog requirements. The municipal court shall conduct a hearing within ten (10) calendar days after receipt of the application.
  - (1) Any interested party, including the city attorney or his/her designee, or the county, is entitled to present evidence at the hearing.
  - (2) The municipal court shall enter a judgment, based on a preponderance of the evidence presented, whether the owner of the dog is or is not in compliance.

(3) If the owner or keeper of the dog does not appear at the hearing, the court may proceed with evidentiary findings without the owner's or keeper's presence.

(4) The result of the hearing is final unless the owner or keeper files a written appeal in the manner described by the Texas Health and Safety Code § 822.0424, as amended, within ten (10) days after the decision was issued by the municipal court. During the pendency of such appeal, the dog shall remain impounded at the owner's expense. The municipal court shall determine the estimated costs to house and care for the dog during the appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.

(b) Upon issuance of a seizure warrant, the animal shelter may seize and impound a dangerous dog for a violation or non-compliance with any of the provisions of this article.

#### **Sec. 10-56. Dangerous dog ownership divested for non-compliance.**

If the owner of a dangerous dog impounded under this article has not complied with the requirements for release under section 10-41(d), after expiration of the applicable hold period pursuant to section 10-30(c), all prior ownership interest in the dog is completely divested and the animal shall become property of the city. In the event that an appeal is timely filed to municipal court or a court of competent jurisdiction pursuant to section 10-45, the applicable hold period shall be stayed until final adjudication by the court.

#### **Sec. 10-57. Offenses; defenses to prosecution.**

(a) A person commits an offense if he/she knowingly, intentionally or recklessly owns or keeps a dog previously determined to be a dangerous dog by the Animal control supervisor or municipal court and the dog makes an unprovoked attack on another person outside of the dog's enclosure and causes bodily injury to the other person.

(b) A person commits an offense if he/she owns or keeps a dog determined to be a dangerous dog by the Animal control supervisor or municipal court in violation of any of the provisions of this article.

(c) A person commits an offense if he/she fails to report an incident as required in section 10-44.

(d) A person commits an offense if he/she owns or keeps a dangerous dog on a porch, patio, or in any part of a residence or building that would allow the dog to exit such structure on its own volition, including inside a residence or building when the windows are open or screen windows, screen doors or other penetrable barriers are the only obstacle preventing the dog from exiting the residence or building.

(e) If a person is found guilty of an offense under subsection (a), the fine may be increased to up to two thousand dollars (\$2,000.00) per offense.

(f) It is a defense to prosecution that:

- (1) The person is a licensed veterinarian, a peace officer, or a person employed by the animal shelter, the state or a political subdivision of the state to deal with stray animals, and has temporary ownership, custody or control of the dog in connection with that position; or
- (2) The person is an employee of a law enforcement agency and is training or using the dog for law enforcement or corrections purposes; or
- (3) The person who was attacked was, at the time of the attack, teasing, tormenting, abusing, or assaulting the dog; or
- (4) The person who was attacked was, at the time of the attack, committing or attempting to commit a crime.

## **ARTICLE VII. LIVESTOCK, DOMESTIC FOWL AND BEES**

### **Sec. 10-60. Keeping livestock.**

This section does not apply if the land upon which the livestock are maintained is zoned "A—Agricultural."

- (a) A person commits an offense if he/she owns, harbors or keeps any livestock closer than fifty (50) feet from any building or structure used or intended for human occupancy or human habitation on another's property.
- (b) A person commits an offense if he/she owns, harbors or keeps any livestock other than a sheep or goat:
  - (1) On a lot or parcel of land that does not contain at least ten thousand (10,000) square feet of uninterrupted space for each animal; or
  - (2) Without at least one hundred fifty (150) square feet of overhead shelter for each animal.
- (c) A person commits an offense if he/she owns, harbors or keeps any goat or sheep:
  - (1) On a lot or parcel of land that does not contain at least one thousand (1,000) square feet of uninterrupted space for each animal; or
  - (2) Without at least seventy-five (75) square feet of overhead shelter for each animal.
- (d) A person commits an offense if he/she owns, harbors, or keeps any swine within the city.
- (e) It is a defense to prosecution under subsection (d) if a person keeps or maintains not more than two (2) miniature pigs in any one (1) household and the miniature pig:
  - (1) Is not more than twenty (20) inches tall at the highest point of the front shoulder; and
  - (2) Weighs not more than one hundred and fifty (150) pounds; and
  - (3) Is spayed or neutered prior to four (4) months of age; and
  - (4) Is kept as a pet for personal enjoyment and not used for breeding, sale or for human consumption; and
  - (5) Is kept indoors at all times except as required for urination, defecation and exercise periods;

- (6) Is not kept in violation of any applicable provision of this chapter;
- (7) Is vaccinated for erysipelas and tetanus. For the purposes of this subsection, sufficient proof that an animal is vaccinated for erysipelas, leptospirosis and tetanus is a vaccination certificate issued by a licensed veterinarian that includes:
  - a. Name and address of the pet owner or harbinger
  - b. Name, license number and address of licensed veterinarian issuing certificate
  - c. Description of animal, including species, breed, color(s), weight, and animal's name
  - d. Date of vaccination, type of vaccination administered and expiration date
- (f) It is a defense to prosecution under subsection (d) if a person keeps or maintains swine when it is:
  - (1) Being exhibited at an animal exhibition approved by the Animal control supervisor and with the required animal exhibition permit;
  - (2) Owned by and kept on the premises of a governmental agency or entity performing a governmental function;
  - (3) Owned by or kept on the premises of a medical, educational, or research institution for educational or scientific purposes, operating in compliance with all other city ordinances and state and federal laws.

**Sec. 10-61. Riding or driving livestock on public property.**

- (a) A person commits an offense if he/she rides or drives any livestock on public property, provided however, that horses may be ridden on the unpaved or unimproved portion of the right-of-way.
- (b) This section does not apply to a person riding or driving livestock in a city-approved parade or event.

**Sec. 10-62. Keeping domestic fowl.**

For the purposes of this section, fowl shall be limited to female chickens, hens. This section does not apply if the land upon which the fowl are maintained is zoned "A—Agricultural."

- (a) A person commits an offense if the person knowingly:
  - (1) Keeps or maintains more than four fowl;
  - (2) Houses or keeps fowl in a structure or enclosure at a distance within twenty-five (25) feet from any building or structure used or intended for human occupancy or human habitation located on another's property;
  - (3) Fails to keep or maintain fowl within an adequate fowl shelter as defined in section 10-62(b). A fenced yard shall not qualify;
  - (4) Keeps or maintains fowl in the front yard area;
  - (5) Fails to provide fowl with fresh, clean water and food;
  - (6) Fails to store fowl feed in secure containers protected from rodents, insects and other animals;

- (7) Keeps or maintains roosters;
  - (8) Slaughters fowl;
  - (9) Sells eggs for profit. Any eggs produced by fowl permitted under this section shall be for personal use only;
  - (10) Keeps or maintains fowl in a manner that creates offensive odors, fly breeding, or any other nuisance or condition that is injurious to the public safety, or welfare;
- (b) A person commits an offense if he/she keeps or maintains chickens in an enclosure that is not:
- (1) Designed, erected and maintained in accordance with applicable building and zoning requirements of the Code of Ordinances of the city.
  - (2) A three (3) or more sided structure with a minimum of one (1) square foot of roosting area per chicken with a roof or cover to allow the chickens to remain dry and protected from the elements and has direct access from the roosting area to an outdoor enclosure that is a minimum of ten (10) square feet per chicken;
  - (3) Constructed and maintained to reasonably prevent the accumulation of standing water;
  - (4) Easily accessed;
  - (5) Cleaned of droppings, uneaten feed, feathers and other waste weekly or more often as needed to prevent foul odor;
  - (6) Predator proof; or
  - (7) Thoroughly ventilated.

#### **Sec. 10-63. Keeping bees.**

- (a) The purpose of this section is to establish certain requirements of sound beekeeping practice that are intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.
- (b) Any person desiring to keep bees on their property must first obtain a permit from the animal control authority.
- (1) An application for a beekeeping permit must be made on a form prescribed by the animal control authority and shall include:
    - a. The name, telephone number and physical address of the applicant;
    - b. A map of the property depicting the location of all hives and any structures;
    - c. Payment of an application fee at the time of filing in accordance with Appendix A, Schedule of Rates, Fees, and Charges. An application fee is not refundable.
  - (2) The animal control authority shall have the right to inspect any property with a beekeeping permit at any time for the purpose of ensuring compliance with this section.
  - (3) Beekeeping permits must be renewed annually and each renewal will require inspection and approval by the animal control authority or designee.

- (4) Beekeeping permits are issued for specific owners of a specific property. Application for a new beekeeping permit will be required if:
    - a. The original beekeeping permit holder moves to a new residence within the city limits and wishes to keep honey bees on the new property; or
    - b. Ownership of the property for which a beekeeping permit was originally issued changes and the new owners desire to keep honey bees.
- (c) A person commits an offense if he/she keeps, maintains or possesses honeybees:
  - (1) At a distance of less than twenty-five (25) feet from any public or private property line; or
  - (2) Not in Langstroth-type hives with removable frames maintained in sound and usable condition; or
  - (3) Without establishing and maintaining a flyway barrier on all sides of each hive and at least ten (10) feet from the hive and at least eight (8) feet in height consisting of a solid wall, solid fence, dense vegetation or combination thereof so that all bees are forced to fly at an elevation of at least eight (8) feet above ground level over the adjacent property lines; or
  - (4) Without an adequate source of water within twenty (20) feet of all hives; or
  - (5) Without marked queens; or
  - (6) Without maintaining all hives in a healthy state; or
  - (7) Without maintaining the grounds in a sanitary manner, ensuring that bee comb or other materials are promptly disposed of in a sealed container or placed within a bee-proof enclosure; or
  - (8) Without marking all hives with the name and telephone number of the beekeeper.
- (d) A person commits an offense if he/she keeps, maintains or possesses more than:
  - (1) Two (2) hives on land of one-quarter ( $\frac{1}{4}$ ) acre or less; or
  - (2) Four (4) hives on land more than one-quarter ( $\frac{1}{4}$ ) acre but less than one-half ( $\frac{1}{2}$ ) acre; or
  - (3) Six (6) hives on land more than one-half ( $\frac{1}{2}$ ) acre but less than one (1) acre.
- (e) A person commits an offense if he/she keeps, maintains or possesses any colony or hive which exhibits unusually aggressive characteristics by stinging or attempting to sting without provocation or exhibits an unusual disposition toward swarming. It shall be the duty of the beekeeper to monitor the colonies and promptly re-queen such colonies with a new, marked queen selected from stock bred for gentleness and non-swarming characteristics.
- (f) A person commits an offense if he/she keeps, maintains, or possesses any colony or hive known to have Africanized bees. Any hives known to be contaminated by Africanized bees shall be destroyed by a qualified beekeeper at the owner's expense.
- (g) A person commits an offense if he/she owns, harbors, or possesses honey bees and refuses, upon request by the animal control authority, to make his/her honey bees, premises, facilities, or equipment available for inspection during reasonable hours.



#### **Sec. 10-64. Beekeeper**

(a) Notwithstanding the provisions of Section 10-64, a beekeeper shall not keep honey bees in such a manner as to deny any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city.

(b) Removal for non-compliance.

(1) Complaint. Upon receipt of a sworn complaint by any person, including the city attorney, a peace officer or animal control authority to the municipal court that honey bees are being kept in a manner that denies the reasonable use and enjoyment of adjacent property or endangers the personal health and welfare of the inhabitants of the city, the municipal court shall set a time for a hearing to determine whether the honey bees are being kept in violation of this section. The hearing shall be held not later than the fifteenth day after the judge of the municipal court receives and reviews the complaint.

(2) Notice. The municipal court shall give written notice of the time and place of the hearing to the beekeeper, and the person who made the sworn complaint.

(3) Presentation of evidence. Any interested party, including the city attorney, may present evidence at the hearing.

(4) Order for removal. If the municipal court determines that the honey bees deny to any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city, the municipal court shall order the honey bees removed from the property. Upon receipt of such order, the beekeeper shall remove the bees within ten calendar days of the order. Failure to comply with the municipal court order shall constitute a separate violation of this Code for each day of non-compliance, and in addition, the city may contract for the removal of the bees and charge the beekeeper for such removal.

### **ARTICLE VIII. DANGEROUS WILD AND PROHIBITED ANIMALS**

#### **Sec. 10-70. Keeping, selling dangerous wild animals prohibited.**

(a) A person commits an offense if he/she possesses or keeps any dangerous wild animal within the city.

(b) A person commits an offense if he/she sells, offers for sale, barter, exchanges, trades, leases, rents, gives away, offers to give away or otherwise transfers ownership of any dangerous wild animal.

(c) Nothing in this section shall be interpreted to restrict a person from giving ill, injured or orphaned dangerous wildlife to a zoological park, wildlife rehabilitator or wildlife education organization or to restrict a zoological park, wildlife rehabilitator or wildlife education organization from transferring animals to another such entity.

(d) It is a defense to prosecution if the owner is:

- (1) A governmental agency or entity performing a governmental function; or
- (2) A bona fide medical or research facility possessing all the required federal, state and local permits and in compliance with all the requirements of said permits; or
- (3) A zoological park possessing all the required federal, state and local permits and in compliance with all the requirements of said permits; or
- (4) A wildlife educational organization possessing all the required federal, state and local permits and in compliance with all the requirements of said permits; or
- (5) A wildlife rehabilitator possessing all the required federal, state and local permits and in compliance with all the requirements of said permits; or
- (6) Performing an animal exhibition possessing all the required federal, state and local permits and in compliance with all the requirements of said permits; or
- (7) A licensed veterinarian who harbors the animal in a veterinary clinic for the purpose of treatment or veterinary care; or
- (8) Transporting the animal in interstate commerce and possessing all the required state and federal permits and in compliance with all the requirements of said permits; or
- (9) A commercial film or television studio possessing all the required federal, state, and local permits and in compliance with all the requirements of said permits, so long as the commercial or television studio notified the Animal control supervisor prior to bringing the wild animals into the city.

**Sec. 10-71. Prohibited animals.**

- (a) A person commits an offense if he/she possesses or keeps any animal not normally born and raised in captivity, including but not limited to the following:
  - (1) Class Reptilia: Family Helodermatidae (venomous lizards) and Family Hydrophiidae (Venomous Marine snakes); Family Viperidae (rattlesnakes, pit vipers and true vipers); Family Elapidae (coral snakes, cobras, and mambas); Family Columbridae-Dispholidus Typus (boomslang); Bioga Dendrophilia (mangrove snake) and Kirklandii (twig snake only); Order Crocodilia (such as crocodiles and alligators);
  - (2) Class Aves: Order Falconiforms (such as hawks, eagles, falcons and vultures);
  - (3) Class Mammalia: Order Carnivores,
    - a. Family Felidea (such as lions, tigers, bobcats, jaguars, leopards and cougars), except commonly domesticated cats;
    - b. Family Canidae (such as wolves, dingos, coyotes, foxes and jackals), and any hybrid of an animal listed in his section except commonly domesticated dogs;
    - c. Family Mustelida (such as weasels, skunks, martins, minks, badgers and otters) except ferrets;
    - d. Family Procyonidae (such as raccoons and coati);
  5. Family Ursidae (such as bears);

- e. Marsupialia (such as kangaroos, opossums, koala bears, wallabys, bandicoots, and wombats);
  - f. Chiroptera (bats);
  - g. Edentata (such as sloths, anteaters, and armadillo);
  - h. Proboscidea (elephants);
  - i. Primata (such as monkeys, chimpanzees, orangutans, and gorillas);
  - j. Rodentia (such as beavers and porcupines); and
  - k. Ungulata (such as antelope, deer, bison and camels);
- (4) Class Amphibi: Venomous frogs. Does not include non-venomous reptiles or non-venomous snakes.
- (b) Does not include livestock, fowl or normal household pets, such as but not limited to dogs, cats, cockatiels, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish or small, non-venomous reptiles, or non-venomous snakes.

**Sec. 10-72. Dangerous animals.**

- (b) A person commits an offense if the person is the owner of a dangerous wild animal or pet other than a dog and the animal makes an unprovoked attack on a person or another animal outside the animal's enclosure and causes bodily damage to the person or other animal.
- (b) An offense under this section is a class C misdemeanor, unless the attack causes serious bodily injury or death, in which event the offense is a Class A misdemeanor.
- (c) If a person is found guilty of an offense under this section, the court may order the dangerous animal destroyed by an animal control authority or licensed veterinarian.
- (d) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed ten thousand dollars (\$10,000.00). The city attorney may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this subsection shall be retained by the city.

## **ARTICLE IX. ANIMAL NUISANCES**

**Sec. 10-80. Animal nuisances.**

The owner of any animal in the city is responsible for the behavior and conduct of that animal at all times, including conduct that creates a public nuisance. A person commits an offense if by act, omission or possession, he/she allows an animal to create a public nuisance. The following are public nuisances:

- (a) A person commits an offense if he/she owns an animal and fails to prevent it from being at large three or more times in a 12-month period;
- (b) A person commits an offense if he/she permits animal waste to accumulate in any pen, enclosure, yard, grounds, premises or structures belonging to, controlled by or occupied by him/her in a quantity sufficient to become nauseating, foul, offensive or disagreeable to a person of reasonable sensibilities residing in the vicinity, or which

creates a condition conducive to the breeding or attraction of insects or other pests, or in any manner endangers the public health, safety or welfare.

(c) A person commits an offense if he/she allows his/her animal's feces to remain in any public place or on another's private property. It is the duty of such person to carry a container or bag to properly dispose of their animal's feces.

(d) A person commits an offense if he/she owns any animal that makes or creates an animal noise disturbance of any type, in such a manner that it disturbs, distresses or annoys a person of reasonable sensibilities on any adjacent property not owned or controlled by the subject animal's owner or within the vicinity of hearing thereof.

(e) A person commits an offense if he/she intentionally feeds any animal or makes food available for animal consumption in a manner that:

- (1) Creates a danger to public health or safety;
- (2) Destroys public or private property; or
- (3) Causes more than ten (10) adult animals to congregate in one (1) location at the same time.

A person is deemed to have fed an animal if he/she places any substance that meets the nutritional needs of the animal(s) within reach of animals.

(f) A person commits an offense if he/she keeps bees in such a manner as to deny the lawful use of adjacent property or endangers the personal health and welfare or any person or animal.

(g) It is a defense to prosecution under subsection (e) that the person is a licensed veterinarian, a peace officer, or a person employed by the animal shelter, the state or a political subdivision of the state who is acting pursuant to a lawfully authorized program to manage animal populations and who is acting within the scope of the person's duties and authority.

(h) It is a defense to prosecution under subsection (a) if:

- (1) The animal is a feral or community cat that has been sterilized, vaccinated for rabies and ear notched; or
- (2) The animal is a dog and is off leash in a dog park.

## **ARTICLE X. OTHER PROVISIONS, RESTRICTIONS, AND PERMITS**

### **Sec. 10-90. Retention of animals found at large.**

A person commits an offense if he/she takes possession of, harbors or keeps an animal found at large without notifying the animal shelter or returning the animal to the owner within forty-eight (48) hours after confirming ownership.

### **Sec. 10-91. Intact pet permit required.**

(a) A person commits an offense if the person owns, keeps, harbors or has custody of any dog or cat over six (6) months of age that is intact unless such dog or cat is subject to a valid intact pet permit issued in accordance with this section.

(b) A person commits an offense if the person owns, harbors or has custody of an intact dog or cat at the residence or business property of an individual who has had an

intact pet permit revoked under subsection (e) below, regardless of whether another person at the same property owns a dog or cat subject to a valid permit.

(c) A person commits an offense if the person advertises for sale within the city an unaltered dog or cat over six months of age and fails to include in such advertisement the identification number of the dog or cat's city-issued intact pet permit.

(d) An application for an intact pet permit must be made on the form prescribed by the animal control authority, for each intact pet, and shall include the following information:

- (1) The name, telephone number and physical address of the applicant;
- (2) The description of the animal sought to be included under the permit and the species, breed, gender and age of the animal;
- (3) A statement from a licensed veterinarian that the animal is current on all veterinary recommendations, including examinations, vaccinations, preventative medicine, and treatments; and
- (4) A statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all animals in accordance with applicable legal requirements.
- (5) An application must be accompanied by
  - a. Payment of an application fee at the time of filing in accordance with Appendix A, Schedule of Rates, Fees, and Charges. This application fee shall be in addition to all other applicable permits and registration fees required under this chapter. An application fee is not refundable.
  - b. Photographic evidence, in digital or printed form, showing the enclosure or enclosures where the unaltered animal(s) are to be kept.
  - c. The animal control authority may require additional information and documentation as deemed necessary to determine whether a permit should be issued.

(e) *Consideration of application.*

- (1) An application for an intact permit may be denied if the applicant:
  - a. Fails or refuses to submit a complete application;
  - b. Fails or refuses to submit any information or supporting documentation required under this section or pursuant to a request of the animal control authority;
  - c. Fails or refuses to submit the fee or documentation required under subsection (d)(5) above;
  - d. Provides false information on or in connection with the application;
  - e. Has, within the preceding twenty-four (24) months, been convicted of, received deferred adjudication or pleaded guilty or no contest to one or more violations of this chapter, of any state law relating to the care and humane treatment of animals, or both;
  - f. Has, within the preceding twenty-four (24) months failed to appear in court to respond to a citation relating to an alleged violation of

any provision of this chapter or of any state law relating to the care and humane treatment of animals;

g. Has, within the preceding sixty (60) months, been convicted of, received deferred adjudication or pleaded guilty or no contest to one or more violations of any provision of this chapter or of any state law relating to animal cruelty;

h. Has previously had a permit revoked pursuant to subsection (i) below; or

i. Resides at the same physical address as another individual whose permit has been revoked pursuant to subsection (i) below.

(2) Notwithstanding subsection (e)(1) above, an application for permit may also be denied if specific circumstances exist indicating that the issuance of the permit would not be in the best interest of the animals involved or of the health and safety of the public. If a permit is denied pursuant to this subsection, the animal control authority shall issue a written statement citing the specific reason or reasons for the denial.

(3) If an application for permit is denied, the applicant may appeal to the Department Director. Such appeal must be made in writing and received within 30 days of the date the application was originally rejected. The decision of the Department Director shall be final and non-appealable.

(f) A permit is issued for an individual animal to an individual person. A permit is not transferable to another animal or to another person.

(g) A permit is valid unless and until it is revoked.

(h) To maintain an intact pet permit, the permit holder must keep the animal control authority apprised of current contact information for holder and identifying and registration information for each animal subject to an intact pet permit. In particular, a permit holder must notify the animal control authority of any change of address or telephone number no later than thirty (30) days after the new address or phone number is effective.

(i) The animal control authority may revoke a permit if the owner of the animal issued an intact pet permit:

(1) Is convicted, receives deferred adjudication or pleads guilty or no contest with respect to one or more violations of this chapter, of any state law relating to the care and humane treatment of animals, or both;

(2) Fails to appear in court to respond to a citation relating to an alleged violation of any provision of this chapter or of any state law relating to the care and humane treatment of animals;

(3) Is convicted, receives deferred adjudication or pleads guilty or no contest with respect to any violation of any provision of this chapter or of any state law relating to animal cruelty;

(4) Is discovered to have provided false or inaccurate information on or in connection with an application for an intact pet permit;

(5) Fails to vaccinate any animal in accordance with the requirements of state law or this chapter;

- (6) Fails to comply with the requirements of subsection (d)(3) above; or
- (7) Fails to provide a current statement described in (b)(1)c. above within 30 days of when requested by the animal control authority.
- (j) If a permit is revoked by the animal control authority, the applicant may appeal to the Department Director. Such appeal must be made in writing and received within thirty (30) days of the date the application was originally revoked.
  - (1) The Department Director may:
    - a. Reinstate the permit pursuant to its original terms;
    - b. Reinstate the permit subject to the holder meeting additional specified conditions; or
    - c. Affirm the revocation of the permit.
  - (2) The decision of the Department Director shall be final and non-appealable.
  - (3) Revocation of a permit will not result in the refund of any permit or application fee.
- (k) *Defenses.*
  - (1) It is a defense to a prosecution under subsection (a) or (b) above if an owner produces a signed, written opinion from a licensed veterinarian that the animal in question should not be spayed or neutered due to health concerns.
  - (2) It is a defense to a prosecution under subsection (a) or (b) above that the animal was owned, kept or harbored by, or in the custody of, an animal establishment or releasing agency, was kept under restraint on the premises of the animal establishment or releasing agency, and was being offered for sale or adoption.
  - (3) It is a defense to prosecution under subsection (a) or (b) above that the person who owned the animal was not a permanent resident of the city and was keeping the animal within the city for less than sixty (60) days.
  - (4) It is a defense to prosecution under subsection (a) or (b) above that, at the time of the offense, the person was in compliance with a valid spay neuter contract.
  - (5) It is a defense to prosecution under subsection (a) or (b) above that, at the time of the offense, the person was using the animal in a research program at an institution of higher education that is accredited by the American Association for the Accreditation of Laboratory Animal Care.

**Sec. 10-92. Sale of animals.**

- (a) A person commits an offense if he/she sells, offers for sale, barter, exchanges, trades, leases, rents, gives away, offers to give away or otherwise transfers ownership of any animal on any public property or any private property to which the public has access that does not have a valid certificate of occupancy or the requisite zoning for the sale of animals on the property.
- (b) A person commits an offense if he/she sells, exchanges, barter, gives away, or otherwise transfers ownership, or offers or advertises for sale, exchange, barter, give

away or transfer any dog or cat four (4) months of age or older that is not currently vaccinated against rabies as required in section 10-20.

(c) A person commits an offense if he/she sells, exchanges, barter, gives away, or otherwise transfers ownership of any dog or cat before at least eight (8) weeks of age.

(d) A person commits an offense if he/she sells, exchanges, barter, gives away, or otherwise transfers ownership, regardless of compensation, any dog or cat that has not been vaccinated against common diseases in accordance with common veterinary practices.

(e) Any animal being sold, offered for sale, bartered, traded, exchanged, leased, rented, given away or otherwise transferred in violation of this section may be seized and impounded pursuant to a seizure warrant.

(f) It is a defense to prosecution under subsection (a) that the person or entity is an animal shelter maintained by a government entity or animal adoption agency that is a registered 501(c)(3) organization under the Internal Revenue Code.

#### **Sec. 10-93. Maximum number of dogs and cats; Multi-pet permit required.**

(a) A person commits an offense if he/she owns or harbors more than three (3) adult dogs, three (3) adult cats, or three (3) adult dogs and cats in any combination.

(b) A person commits an offense if he/she harbors more than one (1) litter of puppies or one (1) litter of kittens at any given time.

(c) Multi-pet permit required. Any person desiring to keep more than three (3) adult dogs and/or cats or more than one (1) litter of puppies or kittens at a residence may submit an application to the animal control supervisor for a multi-pet permit. The applicant shall pay an application fee at the time of filing in accordance with Appendix A, Schedule of Rates, Fees, and Charges.

(1) The animal services officer is authorized to issue such a permit if the following conditions are met:

a. Proof of sterilization;

b. Facilities shall be of sufficient size as to allow each animal to move about freely. Size of the facility shall be in proportion to the size of the individual animal's height and weight;

c. Adequate food and water must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration;

d. The said premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animal's health and/or to the health of the general public;

e. The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities;

f. The animals must be maintained in a manner which does not pose a danger to the health of the animals themselves or adjacent animals;

g. The animals must not cause excessive noise which is offensive or disturbing to a person of ordinary sensibilities on adjoining or adjacent premises;



- h. All animals must be vaccinated and must wear current tags at all times.
- (2) The applicant must not have received enforcement action for violations of this chapter within the preceding 12 months.
- (3) Multi-pet permits are valid for 1-year from issuance. Owner is responsible for renewing permit annually and will be required to pay a renewal fee in accordance with Appendix A, Schedule of Rates, Fees, and Charges.
- (d) It is a defense to prosecution for an offense under this section if the person:
  - (1) Was in compliance with all applicable provisions of this chapter;
  - (2) Is an approved foster care provider for the animal shelter or for another animal shelter maintained by a government entity or animal adoption agency that is a registered 501(c)(3) organization under the Internal Revenue Code; and
  - (3) Is or was not fostering more than three (3) litters or groups of offspring at the same time.



## City of Crowley, Texas Mayor and Council Agenda Report

|   |               |  |          |                                  |               |  |        |  |
|---|---------------|--|----------|----------------------------------|---------------|--|--------|--|
| <b>PRESENTER:</b> Mike Rocamontes<br>Public Works Director                                |               |  |          | <b>MEETING DATE:</b> May 2, 2024 |               |  |        |  |
| <b>DEPARTMENT:</b> Public Works   |               |  |          | <b>AGENDA ITEM:</b> VII-2        |               |  |        |  |
| <b>SUBJECT:</b> Discuss and consider a Developer’s Agreement for Mira Verde Addition Ph 1 |               |  |          |                                  |               |  |        |  |
| <b>COORDINATION:</b>  | Finance       |  | City Sec |                                  | Comm Dev      |  | PW     |  |
|   | Dept Director |  | HR       |                                  | Comm Services |  | EDC:   |  |
|   | City Attorney |  | PD       |                                  | FD            |  | Admin: |  |

### **BACKGROUND:**

Discuss and consider approving a Developer's Agreement for the Mira Verde Ph 1 development

### **RECOMMENDATION:**

Staff Recommends Approval

### **FINANCIAL INFORMATION:**

None

### **ATTACHMENTS:**

1. Developer's Agreement
2. View/Map of Property

**CITY OF CROWLEY DEVELOPER’S AGREEMENT  
FOR THE  
MIRAVERDE PHASE I ADDITION**

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

**THIS CITY OF CROWLEY DEVELOPER’S AGREEMENT FOR THE MIRAVERDE PHASE I ADDITION** (the “**Agreement**”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Crowley, Texas, hereinafter referred to as the “CITY”, and STM/MNM Land Venture I, LLC whose address is 2106 East State Highway 114, Suite 101, Southlake, TX 76092 hereinafter referred to as the “**DEVELOPER**”. The original Developer’s Agreement executed on May 6, 2021 between the City and the Developer for the Mira Verde Phase 1 Addition expired on May 6, 2023, due to the DEVELOPER not proceeding with infrastructure development within two years as required. Therefore, the CITY and the DEVELOPER are entering into this new Agreement governing the development of the Mira Verde Phase 1 Addition.

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

**WHEREAS**, the CITY approved a final plat (**EXHIBIT “A”**) for the Addition on or about October 12, 2023, which requires the construction of community facilities and improvements to serve the Addition as provided herein; and

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

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

**A. ZONING, PLATTING and ADDITION PLANNING**

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

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

## **B. PUBLIC IMPROVEMENTS**

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

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

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

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

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

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

## **C. CONSTRUCTION BONDS**

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

### **1. PERFORMANCE BOND**

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

### **2. PAYMENT BOND**

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

### **3. MAINTENANCE BOND**

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

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

## **D. UTILITIES**

### **1. WATER**

All required on-site and off-site water mains, valves, fire hydrants and other improvements

shall be constructed by the DEVELOPER in accordance with the approved Plans prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the water system and improvements within the dedicated easements once the two-year maintenance bond is released.

## **2. SANITARY SEWER**

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

## **3. DRAINAGE**

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

## **4. STREETS**

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

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

c. 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.

d. 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.

e. It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City Engineer as soon as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

#### **E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY**

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

2. The CITY does note to the DEVELOPER that an 12" water main exists in the right of way of Mira Verde Drive at West View Drive, and an 8" main exists in the right of way of Park View Lane.

3. The CITY does note to the DEVELOPER that an 5' sanitary sewer manhole (Ft. Worth/Crowley M-325 relief line) exists in the ROW of proposed Mira Verde Drive at Corthay Trail (MiraVerde South Improvements).

#### **F. FEES**

##### **1. IMPACT FEES**

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

## **2. PUBLIC UTILITIES**

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

## **3. PARK FEES**

The DEVELOPER has dedicated park land in lieu of park fees.  
The DEVELOPER will pay \$600.00 per LOT for park equipment fees.

## **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 two (2) year period, the City may agree to renew the Agreement with such renewed Agreement to be in compliance with the City policies and ordinances in effect at that time.

### **2. LAW COMPLIANCE**

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



### **3. EROSION CONTROL**

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

### **4. PRIVATE AMENITIES**

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

### **5. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY**

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

### **6. BUILDING PERMITS AND INGRESS/EGRESS**

Any subdivision in the City of Crowley with 30 lots or more requires two points of ingress/egress. The City will allow up to a **total** of 84 building permits to be issued for this ADDITION and the adjacent MiraVerde South Addition without a second point of ingress/egress. **Additional building permits for Mira Verde Phase 1 will only be issued when the Off-Site infrastructure, including the second point of ingress/egress, from the Mira Verde Phase 2 Addition construction plans (referenced in the Mira Verde Phase 2 Developer Agreement; EXHIBIT B) connecting to the Mira Verde South Addition has been constructed, inspected and accepted by the City. Should Mira Verde Phase 1 begin construction before Mira Verde Phase 2, the second point of ingress/egress for Mira Verde Phase 1 must be constructed, inspected and accepted by the City before additional building permits will be issued for Mira Verde Phase 1.**

## **7. VENUE**

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

## **8. ASSIGNMENT**

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

## **I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE**

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

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

## **J. NON-WAIVER**

The DEVELOPER expressly acknowledges that by entering into this Agreement, the

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

#### **K. HOLD HARMLESS AGREEMENT**

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

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, 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 DEVELOPER'S CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE DEVELOPER'S FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS

OR EMPLOYEES.

#### **L. AMENDMENTS**

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

#### **M. ASSESSMENT**

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

#### **N. CONTINUITY**

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

#### **O. SEVERABILITY**

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

#### **P. DEFAULT**

1. If DEVELOPER has not commenced construction within one (1) year after the execution of this Agreement, or completed construction within two (2) years from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to **Section H.1.** hereof.

2. If DEVELOPER should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the Developer involving bankruptcy, insolvency, reorganization, liquidation or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured (but in no event less than thirty (30) days after Developer's receipt of such default notice). Notice shall be sent to the Developer at the address listed in the signature line below. If Developer shall not cure the breach within the

time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

#### **Q. TERMINATION AND RELEASE**

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

#### **R. OTHER CONDITIONS**

1. SIDEWALKS. Sidewalks and barrier free ramps shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements prior to final acceptance. The Developer shall provide TDLR inspection reports for all barrier free ramps in the addition. Any violations noted in the reports shall be corrected prior to final acceptance of the infrastructure for the development.

2. The Developer shall pay inspection fees, to the City of Crowley, to inspect the infrastructure improvements for this development. The City shall provide the Developer monthly invoices for inspections conducted in the course of assuring the fulfillment of this agreement. Invoices may include plan review by the inspector, emails, meetings, reporting, on-site inspections, invoicing and calls related to the project. It is estimated that a minimum of one-hour of time per work day will be necessary for the inspection of the project. Time will be billed in one-hour increments. Inspection of work performed outside the normal work week or done on City Holidays will be governed by City Ordinance. Costs for the public improvement inspections are shown on **Exhibit "C"** attached hereto.

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

STM/MNM Land Venture I, LLC

Address: 4209 Gateway Dr, Suite 200  
Colleyville, TX 76034

By: \_\_\_\_\_  
S. Thomas Mitchell, Manager

With a copy to: Glen A. Bellinger  
Bellinger & Suberg, L.L.P.  
12221 Merit Drive, Suite 1750  
Dallas, TX 75251

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

§

**COUNTY OF TARRANT**

§

§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type of Print Notary's Name

My Commission Expires:

\_\_\_\_\_

CITY OF CROWLEY

Address: City of Crowley  
201 E Main St  
Crowley TX 76036

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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type of Print Notary's Name

My Commission Expires:

\_\_\_\_\_

## Page 117 of 117

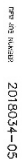




EXHIBIT "B"  
DESCRIPTION OF IMPROVEMENTS

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Grading, Paving, Drainage, and Street Light Improvements to serve the MiraVerde Phase I Addition dated 4/24/2020 by JD Farmer, P.E. of Metro Engineers, Inc., as approved by the City Engineer dated 4/15/2021.

The infrastructure identified in Phase 2 construction plans as **Off-Site** must be constructed inspected and accepted by the City before Phase 1 receives Final Acceptance from the City.

EXHIBIT "C"  
DESCRIPTION OF INSPECTION FEE COSTS

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

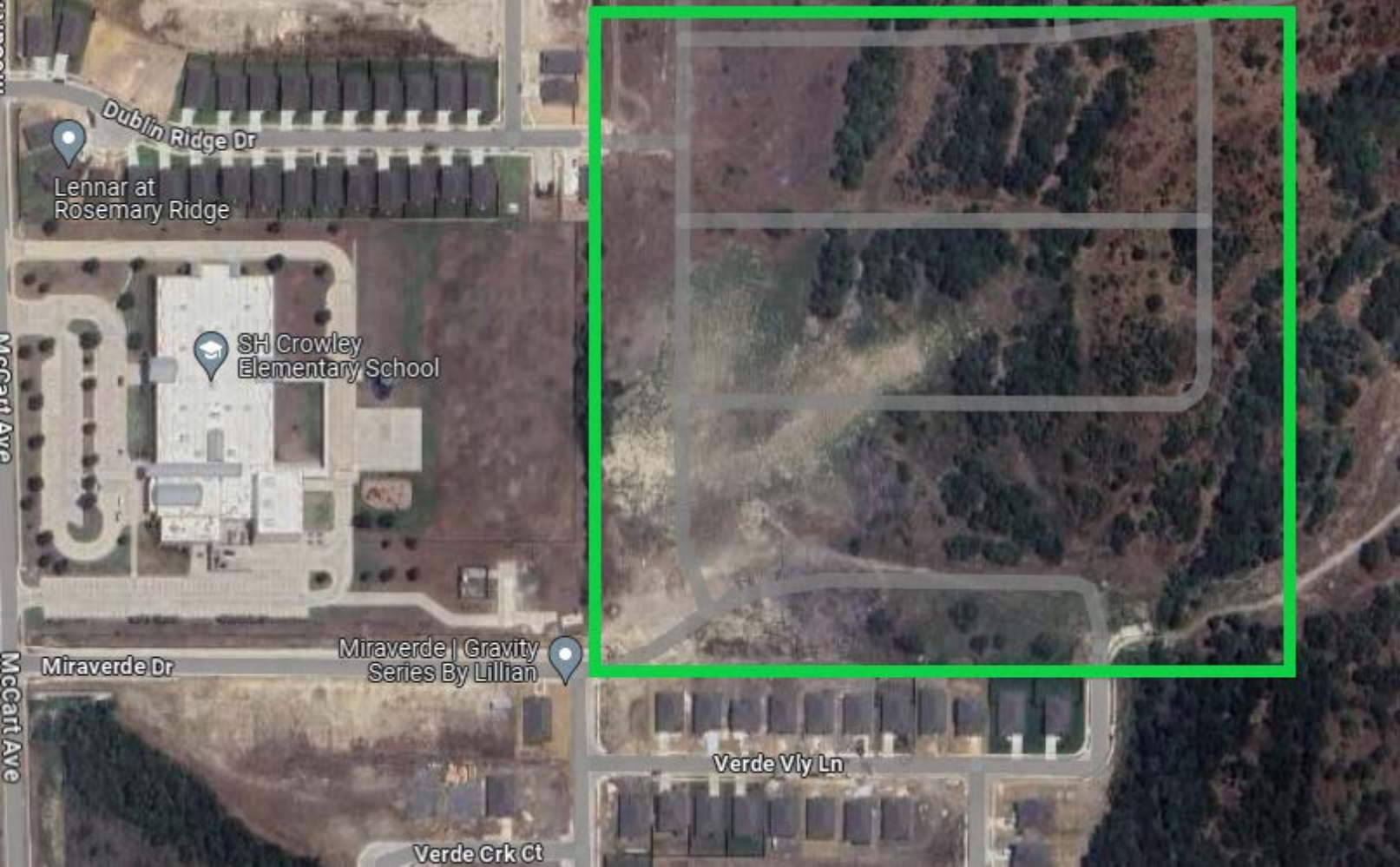
The Subdivision construction inspection fees, as listed in Section (22), “Other fees and charges for community development” of Appendix A, Schedule of Rates, Fees and Charges:

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

**\$250.00 per hour**

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

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



Dublin Ridge Dr

Lennar at  
Rosemary Ridge

SH Crowley  
Elementary School

Miraverde | Gravity  
Series By Lillian

Miraverde Dr

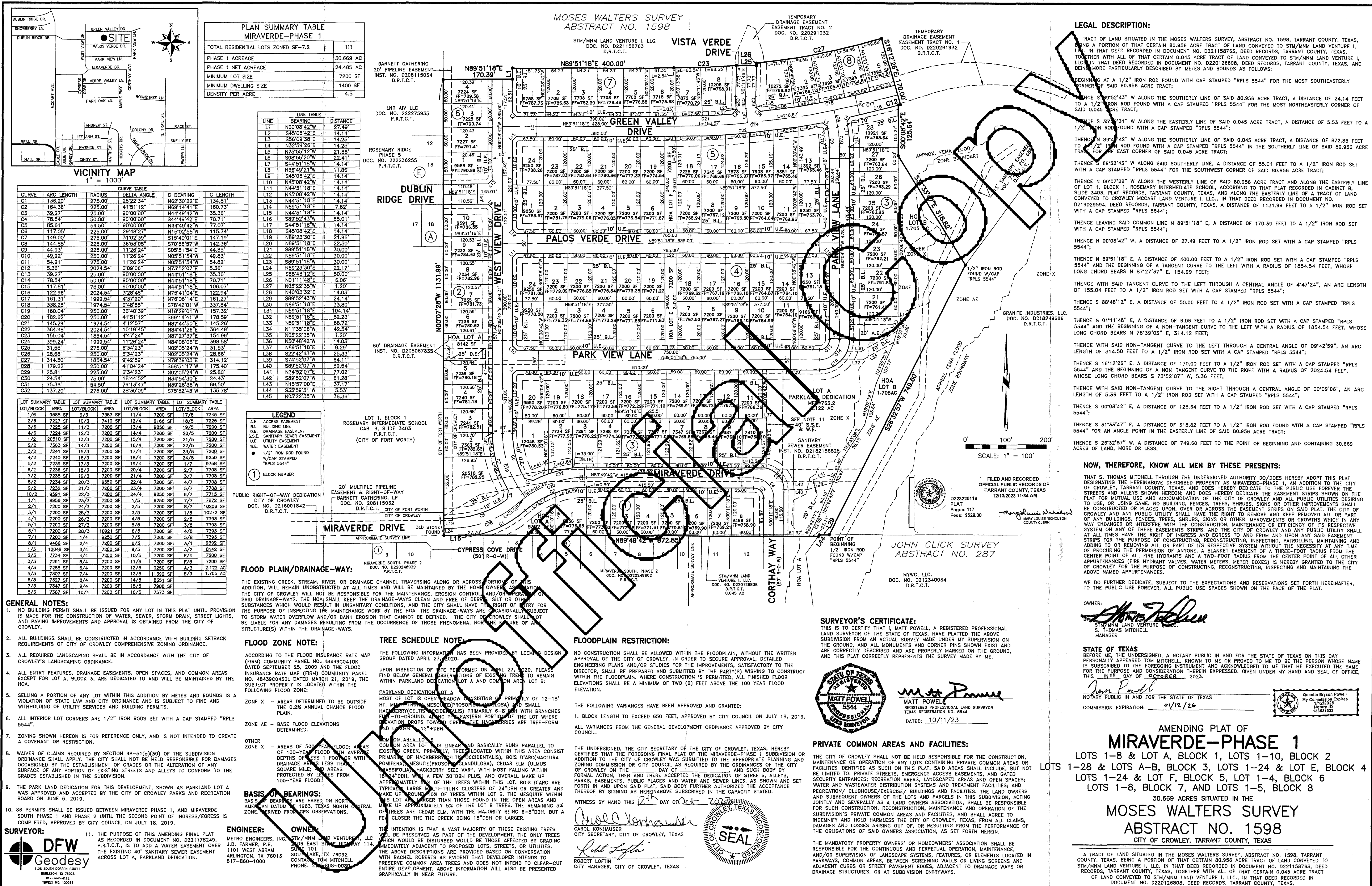
Verde Vly Ln

Verde Crk Ct

McCart Ave

McCart Ave





PLAN SUMMARY TABLE  
MIRAVERDE-PHASE 1

|                                     |           |
|-------------------------------------|-----------|
| TOTAL RESIDENTIAL LOTS ZONED SF=7-2 | 111       |
| PHASE 1 ACREAGE                     | 30.669 AC |
| PHASE 1 NET ACREAGE                 | 24.485 AC |
| MINIMUM LOT SIZE                    | 7200 SF   |
| MINIMUM DWELLING SIZE               | 1400 SF   |
| DENSITY PER ACRE                    | 4.5       |

VICINITY MAP  
1" = 1000'

| CURVE | ARC LENGTH | RADIUS   | DELTA ANGLE | C BEARING   | C LENGTH |
|-------|------------|----------|-------------|-------------|----------|
| C1    | 136.20'    | 275.00'  | 28°22'34"   | N62°30'22"E | 134.81'  |
| C2    | 164.36'    | 225.00'  | 41°51'12"   | N69°14'41"E | 160.73'  |
| C3    | 39.27'     | 25.00'   | 90°00'00"   | N44°49'42"W | 35.36'   |
| C4    | 18.54'     | 80.00'   | 90°00'00"   | S44°49'42"E | 70.71'   |
| C5    | 85.61'     | 54.50'   | 90°00'00"   | N44°49'42"W | 77.07'   |
| C6    | 117.05'    | 225.00'  | 29°48'27"   | N15°02'55"W | 115.74'  |
| C7    | 149.00'    | 275.00'  | 31°02'39"   | S15°40'01"E | 147.19'  |
| C8    | 144.85'    | 225.00'  | 30°53'05"   | S70°56'57"W | 142.36'  |
| C9    | 44.83'     | 225.00'  | 11°28'24"   | S05°51'54"E | 44.88'   |
| C10   | 49.92'     | 250.00'  | 11°26'24"   | N05°51'54"W | 49.83'   |
| C11   | 54.91'     | 275.00'  | 11°26'24"   | N05°51'54"W | 54.82'   |
| C12   | 5.36'      | 2024.54' | 0°09'06"    | N73°52'07"E | 5.36'    |
| C13   | 39.27'     | 25.00'   | 90°00'00"   | N44°51'18"E | 35.36'   |
| C14   | 18.54'     | 80.00'   | 90°00'00"   | N44°51'18"E | 70.71'   |
| C15   | 117.81'    | 75.00'   | 90°00'00"   | N44°51'18"E | 106.07'  |
| C16   | 122.96'    | 2024.54' | 3°28'48"    | N75°41'04"E | 122.94'  |
| C17   | 161.31'    | 1899.54' | 4°37'20"    | N76°06'14"E | 161.27'  |
| C18   | 336.25'    | 1974.54' | 9°48'55"    | S78°42'01"W | 337.84'  |
| C19   | 160.04'    | 250.00'  | 35°40'39"   | N18°29'01"W | 157.32'  |
| C20   | 182.82'    | 250.00'  | 41°51'12"   | S69°14'41"W | 178.59'  |
| C21   | 145.29'    | 1974.54' | 4°12'57"    | N87°44'50"E | 145.26'  |
| C22   | 364.98'    | 2024.54' | 10°19'45"   | N84°41'26"E | 364.49'  |
| C23   | 135.04'    | 1854.54' | 4°47'24"    | N89°27'57"E | 134.99'  |
| C24   | 124.04'    | 1939.54' | 11°26'24"   | N02°05'24"W | 124.03'  |
| C25   | 31.55'     | 275.00'  | 6°34'23"    | N02°05'24"W | 31.53'   |
| C26   | 28.68'     | 250.00'  | 6°34'23"    | N02°05'24"W | 28.66'   |
| C27   | 314.50'    | 1854.54' | 9°42'59"    | N78°39'03"E | 314.12'  |
| C28   | 179.22'    | 250.00'  | 41°04'24"   | S68°51'17"W | 175.40'  |
| C29   | 275.61'    | 225.00'  | 6°34'23"    | N02°05'24"W | 275.60'  |
| C30   | 24.54'     | 75.00'   | 18°44'52"   | N34°54'30"E | 24.43'   |
| C31   | 75.36'     | 54.50'   | 79°13'47"   | N39°26'36"W | 69.50'   |
| C32   | 137.20'    | 275.00'  | 28°35'09"   | S75°52'43"W | 135.78'  |

| LOT SUMMARY TABLE |         | LOT SUMMARY TABLE |         | LOT SUMMARY TABLE |         | LOT SUMMARY TABLE |         |
|-------------------|---------|-------------------|---------|-------------------|---------|-------------------|---------|
| LOT/BLOCK         | AREA    | LOT/BLOCK         | AREA    | LOT/BLOCK         | AREA    | LOT/BLOCK         | AREA    |
| 1/6               | 9588 SF | 9/3               | 7387 SF | 11/4              | 7200 SF | 17/5              | 7345 SF |
| 2/6               | 7227 SF | 10/3              | 7410 SF | 12/4              | 9166 SF | 18/5              | 7225 SF |
| 3/6               | 7225 SF | 11/3              | 7200 SF | 13/4              | 9250 SF | 19/5              | 7200 SF |
| 4/6               | 7224 SF | 12/3              | 7200 SF | 14/4              | 7200 SF | 20/5              | 7200 SF |
| 5/6               | 7200 SF | 13/3              | 7200 SF | 15/4              | 7200 SF | 21/5              | 7200 SF |
| 6/6               | 7200 SF | 14/3              | 7200 SF | 16/4              | 7200 SF | 22/5              | 7200 SF |
| 7/6               | 7200 SF | 15/3              | 7200 SF | 17/4              | 7200 SF | 23/5              | 7200 SF |
| 8/6               | 7200 SF | 16/3              | 7200 SF | 18/4              | 7200 SF | 24/5              | 9250 SF |
| 9/6               | 7200 SF | 17/3              | 7200 SF | 19/4              | 7200 SF | 25/5              | 7200 SF |
| 10/6              | 7200 SF | 18/3              | 7200 SF | 20/4              | 7200 SF | 26/5              | 7200 SF |
| 11/6              | 7200 SF | 19/3              | 7200 SF | 21/4              | 7200 SF | 27/5              | 7200 SF |
| 12/6              | 7200 SF | 20/3              | 8550 SF | 22/4              | 7200 SF | 28/5              | 7200 SF |
| 13/6              | 7232 SF | 21/3              | 7200 SF | 23/4              | 7200 SF | 29/5              | 7200 SF |
| 14/6              | 7200 SF | 22/3              | 7200 SF | 24/4              | 9250 SF | 30/5              | 7200 SF |
| 15/6              | 7200 SF | 23/3              | 7200 SF | 25/4              | 9250 SF | 31/5              | 7200 SF |
| 16/6              | 7200 SF | 24/3              | 7200 SF | 26/4              | 7200 SF | 32/5              | 7200 SF |
| 17/6              | 7200 SF | 25/3              | 7200 SF | 27/4              | 7200 SF | 33/5              | 7200 SF |
| 18/6              | 7200 SF | 26/3              | 7200 SF | 28/4              | 7200 SF | 34/5              | 7200 SF |
| 19/6              | 7200 SF | 27/3              | 7200 SF | 29/4              | 7200 SF | 35/5              | 7200 SF |
| 20/6              | 7200 SF | 28/3              | 7200 SF | 30/4              | 7200 SF | 36/5              | 7200 SF |
| 21/6              | 7200 SF | 29/3              | 7200 SF | 31/4              | 7200 SF | 37/5              | 7200 SF |
| 22/6              | 7200 SF | 30/3              | 7200 SF | 32/4              | 7200 SF | 38/5              | 7200 SF |
| 23/6              | 7200 SF | 31/3              | 7200 SF | 33/4              | 7200 SF | 39/5              | 7200 SF |
| 24/6              | 7200 SF | 32/3              | 7200 SF | 34/4              | 7200 SF | 40/5              | 7200 SF |
| 25/6              | 7200 SF | 33/3              | 7200 SF | 35/4              | 7200 SF | 41/5              | 7200 SF |
| 26/6              | 7200 SF | 34/3              | 7200 SF | 36/4              | 7200 SF | 42/5              | 7200 SF |
| 27/6              | 7200 SF | 35/3              | 7200 SF | 37/4              | 7200 SF | 43/5              | 7200 SF |
| 28/6              | 7200 SF | 36/3              | 7200 SF | 38/4              | 7200 SF | 44/5              | 7200 SF |
| 29/6              | 7200 SF | 37/3              | 7200 SF | 39/4              | 7200 SF | 45/5              | 7200 SF |
| 30/6              | 7200 SF | 38/3              | 7200 SF | 40/4              | 7200 SF | 46/5              | 7200 SF |
| 31/6              | 7200 SF | 39/3              | 7200 SF | 41/4              | 7200 SF | 47/5              | 7200 SF |
| 32/6              | 7200 SF | 40/3              | 7200 SF | 42/4              | 7200 SF | 48/5              | 7200 SF |
| 33/6              | 7200 SF | 41/3              | 7200 SF | 43/4              | 7200 SF | 49/5              | 7200 SF |
| 34/6              | 7200 SF | 42/3              | 7200 SF | 44/4              | 7200 SF | 50/5              | 7200 SF |
| 35/6              | 7200 SF | 43/3              | 7200 SF | 45/4              | 7200 SF | 51/5              | 7200 SF |
| 36/6              | 7200 SF | 44/3              | 7200 SF | 46/4              | 7200 SF | 52/5              | 7200 SF |
| 37/6              | 7200 SF | 45/3              | 7200 SF | 47/4              | 7200 SF | 53/5              | 7200 SF |
| 38/6              | 7200 SF | 46/3              | 7200 SF | 48/4              | 7200 SF | 54/5              | 7200 SF |
| 39/6              | 7200 SF | 47/3              | 7200 SF | 49/4              | 7200 SF | 55/5              | 7200 SF |
| 40/6              | 7200 SF | 48/3              | 7200 SF | 50/4              | 7200 SF | 56/5              | 7200 SF |
| 41/6              | 7200 SF | 49/3              | 7200 SF | 51/4              | 7200 SF | 57/5              | 7200 SF |
| 42/6              | 7200 SF | 50/3              | 7200 SF | 52/4              | 7200 SF | 58/5              | 7200 SF |
| 43/6              | 7200 SF | 51/3              | 7200 SF | 53/4              | 7200 SF | 59/5              | 7200 SF |
| 44/6              | 7200 SF | 52/3              | 7200 SF | 54/4              | 7200 SF | 60/5              | 7200 SF |
| 45/6              | 7200 SF | 53/3              | 7200 SF | 55/4              | 7200 SF | 61/5              | 7200 SF |
| 46/6              | 7200 SF | 54/3              | 7200 SF | 56/4              | 7200 SF | 62/5              | 7200 SF |
| 47/6              | 7200 SF | 55/3              | 7200 SF | 57/4              | 7200 SF | 63/5              | 7200 SF |
| 48/6              | 7200 SF | 56/3              | 7200 SF | 58/4              | 7200 SF | 64/5              | 7200 SF |
| 49/6              | 7200 SF | 57/3              | 7200 SF | 59/4              | 7200 SF | 65/5              | 7200 SF |
| 50/6              | 7200 SF | 58/3              | 7200 SF | 60/4              | 7200 SF | 66/5              | 7200 SF |
| 51/6              | 7200 SF | 59/3              | 7200 SF | 61/4              | 7200 SF | 67/5              | 7200 SF |
| 52/6              | 7200 SF | 60/3              | 7200 SF | 62/4              | 7200 SF | 68/5              | 7200 SF |
| 53/6              | 7200 SF | 61/3              | 7200 SF | 63/4              | 7200 SF | 69/5              | 7200 SF |
| 54/6              | 7200 SF | 62/3              | 7200 SF | 64/4              | 7200 SF | 70/5              | 7200 SF |
| 55/6              | 7200 SF | 63/3              | 7200 SF | 65/4              | 7200 SF | 71/5              | 7200 SF |
| 56/6              | 7200 SF | 64/3              | 7200 SF | 66/4              | 7200 SF | 72/5              | 7200 SF |
| 57/6              | 7200 SF | 65/3              | 7200 SF | 67/4              | 7200 SF | 73/5              | 7200 SF |
| 58/6              | 7200 SF | 66/3              | 7200 SF | 68/4              | 7200 SF | 74/5              | 7200 SF |
| 59/6              | 7200 SF | 67/3              | 7200 SF | 69/4              | 7200 SF | 75/5              | 7200 SF |
| 60/6              | 7200 SF | 68/3              | 7200 SF | 70/4              | 7200 SF | 76/5              | 7200 SF |
| 61/6              | 7200 SF | 69/3              | 7200 SF | 71/4              | 7200 SF | 77/5              | 7200 SF |
| 62/6              | 7200 SF | 70/3              | 7200 SF | 72/4              | 7200 SF | 78/5              | 7200 SF |
| 63/6              | 7200 SF | 71/3              | 7200 SF | 73/4              | 7200 SF | 79/5              | 7200 SF |
| 64/6              | 7200 SF | 72/3              | 7200 SF | 74/4              | 7200 SF | 80/5              | 7200 SF |
| 65/6              | 7200 SF | 73/3              | 7200 SF | 75/4              | 7200 SF | 81/5              | 7200 SF |
| 66/6              | 7200 SF | 74/3              | 7200 SF | 76/4              | 7200 SF | 82/5              | 7200 SF |
| 67/6              | 7200 SF | 75/3              | 7200 SF | 77/4              | 7200 SF | 83/5              | 7200 SF |
| 68/6              | 7200 SF | 76/3              | 7200 SF | 78/4              | 7200 SF | 84/5              | 7200 SF |
| 69/6              | 7200 SF | 77/3              | 7200 SF | 79/4              | 7200 SF | 85/5              | 7200 SF |
| 70/6              | 7200 SF | 78/3              | 7200 SF | 80/4              | 7200 SF | 86/5              | 7200 SF |
| 71/6              | 7200 SF | 79/3              | 7200 SF | 81/4              | 7200 SF | 87/5              | 7200 SF |
| 72/6              | 7200 SF | 80/3              | 7200 SF | 82/4              | 7200 SF | 88/5              | 7200 SF |
| 73/6              | 7200 SF | 81/3              | 7200 SF | 83/4              | 7200 SF | 89/5              | 7200 SF |
| 74/6              | 7200 SF | 82/3              | 7200 SF | 84/4              | 7200 SF | 90/5              | 7200 SF |
| 75/6              | 7200 SF | 83/3              | 7200 SF | 85/4              | 7200 SF | 91/5              | 7200 SF |
| 76/6              | 7200 SF | 84/3              | 7200 SF | 86/4              | 7200 SF | 92/5              | 7200 SF |
| 77/6              | 7200 SF | 85/3              | 7200 SF | 87/4              | 7200 SF | 93/5              | 7200 SF |
| 78/6              | 7200 SF | 86/3              | 7200 SF | 88/4              | 7200 SF | 94/5              | 7200 SF |
| 79/6              | 7200 SF | 87/3              | 7200 SF | 89/4              | 7200 SF | 95/5              | 7200 SF |
| 80/6              | 7200 SF | 88/3              | 7200 SF | 90/4              | 7200 SF | 96/5              | 7200 SF |
| 81/6              | 7200 SF | 89/3              | 7200 SF | 91/4              | 7200 SF | 97/5              | 7200 SF |
| 82/6              | 7200 SF | 90/3              | 7200 SF | 92/4              | 7200 SF | 98/5              | 7200 SF |
| 83/6              | 7200 SF | 91/3              | 7200 SF | 93/4              | 7200 SF | 99/5              | 7200 SF |
| 84/6              | 7200 SF | 92/3              | 7200 SF | 94/4              | 7200 SF | 100/5             | 7200 SF |
| 85/6              | 7200 SF | 93/3              | 7200 SF | 95/4              | 7200 SF | 101/5             | 7200 SF |
| 86/6              | 7200 SF | 94/3              | 7200 SF | 96/4              | 7200 SF | 102/5             | 7200 SF |
| 87/6              | 7200 SF | 95/3              | 7200 SF | 97/4              | 7200 SF | 103/5             | 7200 SF |
| 88/6              | 7200 SF | 96/3              | 7200 SF | 98/4              | 7200 SF | 104/5             | 7200 SF |
| 89/6              | 7200 SF | 97/3              | 7200 SF | 99/4              | 7200 SF | 105/5             | 7200 SF |
| 90/6              | 7200 SF | 98/3              | 7200 SF | 100/4             | 7200 SF | 106/5             | 7200 SF |
| 91/6              | 7200 SF | 99/3              | 7200 SF | 101/4             | 7200 SF | 107/5             | 7200 SF |
| 92/6              | 7200 SF | 100/3             | 7200 SF | 102/4             | 7200 SF | 108/5             | 7200 SF |
| 93/6              | 7200 SF | 101/3             | 7200 SF | 103/4             | 7200 SF | 109/5             | 7200 SF |
| 94/6              | 7200 SF | 102/3             | 7200 SF | 104/4             | 7200 SF | 110/5             | 7200 SF |
| 95/6              | 7200 SF | 103/3             | 7200 SF | 105/4             | 7200 SF | 111/5             | 7200 SF |
| 96/6              | 7200 SF | 104/3             | 7200 SF | 106/4             | 7200 SF | 112/5             | 7200 SF |
| 97/6              | 7200 SF | 105/3             | 7200 SF | 107/4             | 7200 SF | 113/5             | 7200 SF |
| 98/6              | 7200 SF | 106/3             | 7200 SF | 108/4             | 7200 SF | 114/5             | 7200 SF |
| 99/6              | 7200 SF | 107/3             | 7200 SF | 109/4             | 7200 SF | 115/5             | 7200 SF |
| 100/6             | 7200 SF | 108/3             | 7200 SF | 110/4             | 7200 SF | 116/5             | 7200 SF |
| 101/6             | 7200 SF | 109/3             | 7200 SF | 111/4             | 7200 SF | 117/5             | 7200 SF |
| 102/6             | 7200 SF | 110/3             | 7200 SF | 112/4             | 7200 SF | 118/5             | 7200 SF |
| 103/6             | 7200 SF | 111/3             | 7200 SF | 113/4             | 7200 SF | 119/5             | 7200 SF |
| 104/6             | 7200 SF | 112/3             | 7200 SF | 114/4             | 7200 SF | 120/5             | 7200 SF |
| 105/6             | 7200 SF | 113/3             | 7200 SF | 115/4             | 7200 SF | 121/5             | 7200 SF |
| 106/6             | 7200 SF | 114/3             | 7200 SF | 116/4             | 7200 SF | 122/5             | 7200 SF |
| 107/6             | 7200 SF | 115/3             | 7200 SF | 117/4             | 7200 SF | 123/5             | 7200 SF |
| 108/6             | 7200 SF | 116/3             | 7200 SF | 118/4             | 7200 SF | 124/5             | 7200 SF |
| 109/6             | 7200 SF | 117/3             | 7200 SF | 119/4             | 7200 SF | 125/5             | 7200 SF |
| 110/6             | 7200 SF | 118/3             | 7200 SF | 120/4             | 7200 SF | 126/5             | 7200 SF |
| 111/6             | 7200 SF | 119/3             | 7200 SF | 121/4             | 7200 SF | 127/5             | 7200 SF |
| 112/6             | 7200 SF | 120/3             | 7200 SF | 122/4             | 7200 SF | 128/5             | 7200 SF |
| 113/6             | 7200 SF | 121/3             | 7200 SF | 123/4             | 7200 SF | 129/5             | 7200 SF |
| 114/6             | 7200 SF | 122/3             | 7200 SF | 124/4             | 7200 SF | 130/5             | 7200 SF |
| 115/6             | 7200 SF | 123/3             | 7200 SF | 125/4             | 7200 SF | 131/5             | 7200 SF |
| 116/6             | 7200 SF | 124/3             | 7200 SF | 126/4             | 7200 SF | 132/5             | 7200 SF |
| 117/6             | 7200 SF | 125/3             | 7200 SF | 127/4             | 7200 SF | 133/5             | 7200 SF |
| 118/6             | 7200 SF | 126/3             | 7200 SF | 128/4             | 7200 SF | 134/5             | 7200 SF |
| 119/6             | 7200 SF | 127/3             | 7200 SF | 129/4             | 7200 SF | 135/5             | 7200 SF |
| 120/6             | 7200 SF | 128/3             | 7200 SF | 130/4             | 7200 SF | 136/5             | 7200 SF |
| 121/6             | 7200 SF | 129/3             | 7200 SF | 131/4             | 7200 SF | 137/5             | 7200 SF |
| 122/6             | 7200 SF | 130/3             | 7200 SF | 132/4             | 7200 SF | 138/5             | 7200 SF |
| 123/6             | 7200 SF | 131/3             | 7200 SF | 133/4             | 7200 SF | 139/5             | 7200 SF |
| 124/6             | 7200 SF | 132/3             | 7200 SF | 134/4             | 7200 SF | 140/5             | 7200 SF |
| 125/6             | 7200 SF | 133/3             | 7200 SF | 135/4             | 7200 SF | 141/5             | 7200 SF |
| 126/6             | 7200 SF | 134/3             | 7200 SF | 136/4             | 7200 SF | 142/5             | 7200 SF |
| 127/6             | 7200 SF | 135/3             | 7200 SF | 137/4             | 7200 SF | 143/5             | 7200 SF |
| 128/6             | 7200 SF | 136/3             | 7200 SF | 138/4             | 7200 SF | 144/5             | 7200 SF |
| 129/6             | 7200 SF | 137/3             | 7200 SF | 139/4             | 7200 SF | 145/5             | 7200 SF |
| 130/6             | 7200 SF | 138/3             | 7200 SF | 140/4             | 7200 SF | 146/5             | 7200 SF |
| 131/6             | 7200 SF | 139/3             | 7200 SF | 141/4             | 7200 SF | 147/5             | 7200 SF |
| 132/6             | 7200 SF | 140/3             | 7200 SF | 142/4             | 7200 SF | 148/5             | 7200 SF |
| 133/6             | 7200 SF | 141/3             | 7200 SF | 143/4             | 7200 SF | 149/5             | 7200 SF |
| 134/6             | 7200 SF | 142/3             | 7200 SF | 144/4             | 7200 SF | 150/5             | 7200 SF |
| 135/6             | 7200 SF | 143/3             | 7200 SF | 145/4             | 7200 SF | 151/5             | 7200 SF |
| 136/6             | 7200 SF | 144/3             | 7200 SF | 146/4             | 7200 SF | 152/5             | 7200 SF |
| 137/6             | 7200 SF | 145/3             | 7200 SF | 147/4             | 7200 SF | 153/5             | 7200 SF |
| 138/6             | 7200 SF | 146/3             | 7200 SF | 148/4             | 7200 SF | 154/5             | 7200 SF |
| 139/6             | 7200 SF | 147/3             | 7200 SF | 149/4             | 7200 SF | 155/5             | 7200 SF |
| 140/6             | 7200 SF | 148/3             | 7200 SF | 150/4             | 7200 SF | 156/5             | 7200 SF |
| 141/6             | 7200 SF | 149/3             | 7200 SF | 151/4             | 7200 SF | 157/5             | 7200 SF |
| 142/6             | 7200 SF | 150/3             | 7200 SF | 152/4             | 7200 SF | 158/5             | 7200 SF |
| 143/6             | 7200 SF | 151/3             | 7200 SF | 153/4             | 7200 SF | 159/5             | 7200 SF |
| 144/6             | 7200 SF | 152/3             | 7200 SF | 154/4             | 7200 SF | 160/5             | 7200 SF |
| 145/6             | 7200 SF | 153/3             | 7200 SF | 155/4             | 7200 SF | 161/5             | 7200 SF |
| 146/6             | 7200 SF | 154/3             | 7200 SF | 156/4             | 7200 SF | 162/5             | 7200 SF |
| 147/6             | 7200 SF | 155/3             | 7200 SF | 157/4             | 7200 SF | 163/5             | 7200 SF |
| 148/6             | 7200 SF | 156/3             | 7200 SF | 158/4             | 7200 SF | 164/5             | 7200 SF |
| 149/6             | 7200 SF | 157/3             | 7200 SF | 159/4             | 7200 SF | 165/5             | 7200 SF |
| 150/6             | 7200 SF | 158/3             | 7200 SF | 160/4             | 7200 SF | 166/5             | 7200 SF |
| 151/6             | 7200 SF | 159/3             | 7200 SF | 16                |         |                   |         |