



Regular Session
Council Agenda Packet
February 4, 2021

CITY OF CROWLEY

CITY COUNCIL

Council Regular Session

February 4, 2021

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 Carl Weber III, Place 4	_____	_____
Council Member Jimmy McDonald, Place 5	_____	_____
Council Member Christine Gilbreath, Place 6	_____	_____
Mayor Billy Davis	_____	_____
Staff:		
Robert Loftin, City Manager	_____	_____
Lori Watson, Finance Director/Asst City Mgr	_____	_____
Jack Thompson, EDC Director/Asst City Mgr	_____	_____
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	_____	_____
Cristina Winner, Community Services Director	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____
Jay Hinton, Media Relations	_____	_____



**AGENDA
CROWLEY CITY COUNCIL
FEBRUARY 4, 2021
WORKSESSION - 6:30 p.m.**

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

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

WORKSESSION - February 4, 2021 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. None.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

III. CONSENT AGENDA

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

1. Discuss and consider approving the minutes from the regular meeting held January 21, 2021.
2. Receive and accept the Quarterly Investment Report. – 3rd and 4th Quarter 2020.

IV. PUBLIC HEARINGS

1. Hold a public hearing to consider pursuing grant funding from the Tarrant County Community Development Block Grant (CDBG) 47th Year Program for the proposed ADA ramps and sidewalk project located on the east side of the 200, 300 & 400 blocks of McCurdy St, from Mission to Glendale St, and a portion of the west side of the 300 blocks of Mustang St, Bovell Dr, and Glendale St, Crowley, TX 76036.

V. CITY BUSINESS

1. Discuss and consider re-approving a Developer's Agreement for Hunters Ridge Addition, Phase 1, located in the 1000 Block of N. Crowley Rd.
2. Discuss and consider adoption of Joint Resolution R02-2021-347 a Joint Resolution between the City of Crowley and the Crowley Independent School District Board of Trustees, to enter into an agreement to hold a joint election in precincts that can be served by common polling places and authorizing the Mayor to execute said agreement.
3. Discuss and consider adoption of Ordinance 02-2021-421 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 01, 2021; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.
4. Discuss and consider approval of a Lease Agreement between Johnson County and the City of Crowley for the lease of Voting Equipment (Auto Mark) for Early Voting and Election Day Voting for the General Election to be held on May 01, 2021, City of Crowley voters and authorizing the Mayor to execute said agreement.
5. Discuss and consider approval of a preliminary plat for Magnolia Estates, an approximately 4.98 acre tract in the A B Fryear Survey, Abstract 535, and John Haynes Survey, Abstract 775, located at 600 S Magnolia across from the railroad crossing at Hampton Rd. Case # PP-2021-001
6. Discuss and consider approval of the EDC 2020-21 Budget amendment #1.
7. Discuss and consider a cost share request to install an 8" water main extension for Magnolia Estates.

VI. ADJOURNMENT

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



**AGENDA
CROWLEY CITY COUNCIL
FEBRUARY 4, 2021
REGULAR SESSION - 7:00 p.m.**

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

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

REGULAR SESSION - February 4, 2021 - 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. None.

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 January 21, 2021.
2. Receive and accept the Quarterly Investment Report. – 3rd and 4th Quarter 2020.

VI. PUBLIC HEARINGS

1. Hold a public hearing to consider pursuing grant funding from the Tarrant County Community Development Block Grant (CDBG) 47th Year Program for the proposed ADA ramps and sidewalk project located on the east side of the 200, 300 and 400 blocks of McCurdy St, from Mission to Glendale St, and a portion of the west side of the 300 blocks of Mustang St, Bovell Dr, and Glendale St, Crowley, TX 76036.

VII. CITY BUSINESS

1. Discuss and consider re-approving a Developer's Agreement for Hunters Ridge Addition, Phase 1, located in the 1000 Block of N. Crowley Rd.
2. Discuss and consider adoption of Joint Resolution R02-2021-347 a Joint Resolution between the City of Crowley and the Crowley Independent School District Board of Trustees, to enter into an agreement to hold a joint election in precincts that can be served by common polling places and authorizing the Mayor to execute said agreement.
3. Discuss and consider adoption of Ordinance 02-2021-421 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 01, 2021; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.
4. Discuss and consider approval of a Lease Agreement between Johnson County and the City of Crowley for the lease of Voting Equipment (Auto Mark) for Early Voting and Election Day Voting for the General Election to be held on May 01, 2021, City of Crowley voters and authorizing the Mayor to execute said agreement.

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

5. Discuss and consider approval of a preliminary plat for Magnolia Estates, an approximately 4.98 acre tract in the A B Fryear Survey, Abstract 535, and John Haynes Survey, Abstract 775, located at 600 S Magnolia across from the railroad crossing at Hampton Rd. Case # PP-2021-001
6. Discuss and consider approval of the EDC 2020-21 Budget amendment #1.
7. Discuss and consider a cost share request to install an 8" water main extension for Magnolia Estates

VIII. ADVISORY BOARDS AND COMMISSISONS

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 events sponsored by the city or other entity that is scheduled to be attended by a city official or employee; and announcements involving imminent threats to the public health and safety

XI. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following as permitted by Government Code:

1. **Section 551.071 (Consultation with Attorney)**
2. **Section 551.072 (Deliberations about Real Property)**
3. **Section 551.074 (Personnel Matters)**
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, February 4, 2021, of the governing body of the City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
 2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

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

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



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: V-1

Staff Contact: Carol C. Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and consider approving the minutes from the regular meeting held January 21, 2021.

BACKGROUND/DISCUSSION

Consider approval of minutes as presented.

FINANCIAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

- Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD January 21, 2021. The City Council of the City of Crowley, Texas met in Work Session on Thursday, January 21, 2021, 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 Johnny Shotwell, City Council Place 1
Mayor Pro-Tem Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Carl T. Weber III, City Council Place 4
Council Member Jimmy McDonald, City Council Place 5

City staff included: City Manager, Robert Loftin
Asst City Mngr/Finance Director, Lori Watson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Community Services Director, Cristina Winner

Absent: Council Member Christine Gilbreath, City Council Place 6

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. Discuss and receive guidance on pursuing the 47th Year Community Development Block Grant (CDBG) to install ADA ramps on McCurdy St, from Mission to Glendale.**

City Secretary Carol Konhauser explained that staff was seeking councils guidance on pursuing the 47th Year Community Development Block Grant (CDBG). She explained that the Public Works Director would like to know if council would want to install ADA ramps and replace sidewalks along a section of McCurdy St, from Mission to Glendale. She explained that if council was not interested, the PW Director did not want to spend on the having Teague Nall and Perkins put together a package. The estimated City contribution cost would be approximately \$10,000 to \$20,000.

Council voiced their support and requested that the Public Works Director pursue funding from the 47th CDBG.

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 Jan 7, 2021.**
- 2. Discuss and consider executing the annual contract with Saint Francis Village for Fire and Medical Emergency Services.**

No discussion.

PUBLIC HEARING

- 1. None.**

CITY BUSINESS

- 1. Discuss and consider a 10-Year Anniversary Membership Discount for the Recreation Center.**

Community Services Director Cristina Winner came forward and explained this year 2021 is the 10-years anniversary of the Recreation Center and that staff had discussed offering a discount in recognition of the 10-year anniversary. Additionally, she stated that hopefully this will spur some interest amongst the community. This year, due to the Covid pandemic, memberships declined. Many members cancelled their memberships due to the scheduling requirement and the overall membership for the Recreation Center dropped this year by 50%. Staff is asking to give a discount on memberships and rentals.

2. Discuss and consider approval of a Project Finance and Operating Agreement regarding the Karis development.

No discussion.

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:36 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD January 21, 2021. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, January 21, 2021, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Johnny Shotwell, City Council Place 1
Mayor Pro-Tem Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Carl T. Weber III, City Council Place 4
Council Member Jimmy McDonald, City Council Place 5

City staff included: City Manager, Robert Loftin
Asst City Mngr/Finance Director, Lori Watson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Community Services Director, Cristina Winner

Absent: Council Member Christine Gilbreath, City Council Place 6

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Regular Session to order at 7:00 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 Jan 7, 2021.**
2. **Discuss and consider executing the annual contract with Saint Francis Village for Fire and Medical Emergency Services.**

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

PUBLIC HEARING

1. **None.**

CITY BUSINESS

1. **Discuss and consider a 10-Year Anniversary Membership Discount for the Recreation Center.**

Council Member Jesse Johnson made the motion to approve a 10-year Anniversary Membership Discount for the Recreation Center, second by Council Member Carl Weber, council voted unanimously to approve the motion as presented. Motion carried 6-0.

2. Discuss and consider approval of a Project Finance and Operating Agreement regarding the Karis development.

Council Member Jesse Johnson made the motion to approve the Project Finance and Operating Agreement for the Karis Development; second by Council Member Jim McDonald. Mayor Billy Davis abstained from the vote. Council voted 5-0, to approve the motion as presented. Motion carried 5-0.

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, stepped forward to give an update on coming events. March 25, 2021 will be the Lunch and Learn. She also stated they are working on Skeet Shooting, Bingo, and Gold Tournament.

ITEMS OF COMMUNITY INTEREST

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

City Manager Loftin informed everyone that Assistant City Manager Jack Thompson was out with Covid. As of now, Jack is doing okay, but to keep him in their thoughts.

As there was no further business, Mayor Davis adjourned the meeting at 7:06 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: V-2

Staff Contact: Lori Watson
ACM/Director of Finance

E-mail: lwatson@ci.crowley.tx.us

Phone: 817-297-2201-X4900

SUBJECT: Receive and accept the Quarterly Investment Report. – 3rd and 4th Quarter 2020.

BACKGROUND/DISCUSSION

Pursuant to the Government Code §2256.023, not less than quarterly, the municipality's investment officer shall prepare and submit to the governing body of the municipality, a written report of investment transactions for all funds.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends accepting the Quarterly Investment Report.

ATTACHMENTS:

- Quarterly Investment Report as of September 30, 2020 and December 31, 2020.

City of Crowley
Quarterly Investment Report
12/31/2020

	General	Court-Special Revenue	PEG -Special Revenue	Debt Service	Construction in Progress	Water	Water Construction in Progress	4B Economic Development	CCPC	Grant	Escrow	Total in Investment Account
Texpool 1111	10,746,677	41,914	187,778	1,686,401	879,741	4,215,517	443,989	209,350		-		18,411,366
Texpool 2002 CO Bond								1,233,238				1,233,238
Texpool 2005 CO Bond	-					-			1,294,942			1,294,942
Texpool 2009 CO Bond	6,269				2,457	-						8,726
Texpool 2011 CO Bond						-						-
Texpool 2012 CO Bond	67,483				991,681							1,059,164
Texpool 2016 CO Bond	138,158			5,105	(53,202)	2,275,594						2,365,655
Texpool - 2018 CO Bond	262,032			18,664	5,993,752	3,057,585						9,332,033
Texpool - 2019 CO Bond						45,406	8,019,207					8,064,613
Texpool - 2020 CO Bond								705,190				705,190
Total by Fund	11,220,619	41,914	187,778	1,710,170	7,814,428	9,594,101	443,989	1,442,588	1,294,942	-	-	42,474,926
Interest Earned	6,770		78			3,327		1,596	340			12,111

Lori M Watson
1-25-21

CITY OF CROWLEY
INVESTMENTS
4TH QUARTER (OCT 2020 - DEC 2020)
FYE 09/30/2021

Fund Description	Beginning Balance	Debits	Credits	Adjusted Balance as of 12/31/19	Balance per Bank as of 12/31/19	Deposits In Transit	Difference
TexPool 2200100004 Sales Tax							
10 Texpool #1111	\$ 8,917,773.42	5,232,903.08	3,404,000.00	\$ 10,746,676.50		\$ 2,502,658.25	
11 Texpool #1111	\$ 41,914.15	-	-	\$ 41,914.15			
12 Texpool #1111	\$ 187,778.41	-	-	\$ 187,778.41			
20 Texpool #1111	\$ 274,750.44	1,411,650.22	-	\$ 1,686,400.66		\$ 850,313.68	
31 Texpool #1111	\$ 879,740.55	-	-	\$ 879,740.55			
50 Texpool #1111	\$ 4,224,541.57	17,660.00	422,633.27	\$ 3,819,568.30			
50 Restricted Cash	\$ 395,948.20	-	-	\$ 395,948.20			
51 Texpool #1111	\$ 443,988.80	-	-	\$ 443,988.80			
60 Texpool #1111	\$ 209,350.00	194,924.26	194,924.26	\$ 209,350.00			
68 Texpool #1111	\$ -	-	-	\$ -			
76 Texpool #1111	\$ -	-	-	\$ -			
91 Texpool #1111	\$ -	-	-	\$ -			
92 Texpool #1111	\$ -	-	-	\$ -			
93 Texpool #1111	\$ -	-	-	\$ -			
	\$ 15,575,785.54	\$ 6,857,137.56	\$ 4,021,557.53	\$ 18,411,365.57	\$ 15,058,393.64	3,352,971.93	\$ (0.00)
TexPool 2200100009 2002 CO Bonds Combination Tax							
60 Texpool-2002 C.O. Bond	\$ 937,626.24	\$ 295,611.58	\$ 0.05	\$ 1,233,237.77			
61 Texpool-2002 C.O. Bond	\$ -	\$ -	\$ -	\$ -			
62 Texpool-2002 C.O. Bond	\$ -	\$ -	\$ -	\$ -			
	\$ 937,626.24	\$ 295,611.58	\$ 0.05	\$ 1,233,237.77	\$ 1,233,237.77		\$ -
TexPool 2200100012 2005 CO Bonds Comb Tax							
10 Texpool # 2005	\$ -	-	-	\$ -			
20 Texpool # 2005	\$ -	-	-	\$ -			
31 Texpool # 2005	\$ -	-	-	\$ -			
50 Texpool # 2005	\$ -	-	-	\$ -			
61 Texpool # 2005	\$ -	-	-	\$ -			
62 Texpool # 2005	\$ -	-	-	\$ -			
67 Texpool # 2005	\$ -	-	-	\$ -			
68 Texpool # 2005	\$ 1,034,294.16	260,647.50	-	1,294,941.66			
	\$ 1,034,294.16	\$ 260,647.50	\$ -	\$ 1,294,941.66	\$ 1,294,941.66		\$ -
TexPool 2200100016 2009 CO Bonds							
10 Texpool # 2009	\$ 6,266.60	2.44	-	\$ 6,269.04			
20 Texpool # 2009	\$ -	-	-	\$ -			
31 Texpool # 2009	\$ 2,457.34	-	-	2,457.34			
50 Texpool # 2009	\$ -	-	-	\$ -			
51 Texpool # 2009	\$ -	-	-	\$ -			
	\$ 8,723.94	2.44	-	\$ 8,726.38	8,726.38		\$ -
TexPool 2200100018 2012 CO Bonds							
10 Texpool #2012	\$ 67,174.30	308.97	-	\$ 67,483.27			
20 Texpool #2012	\$ -	-	-	\$ -			
31 Texpool #2012	\$ 991,681.34	-	-	991,681.34			
	\$ 1,058,855.64	\$ 308.97	\$ -	\$ 1,059,164.61	\$ 1,059,164.61		\$ -
TexPool 2016 CO Bonds							
10 Texpool #2016	\$ 137,811.54	346.43	-	\$ 138,157.97			
20 Texpool #2016	\$ 5,105.25	-	-	\$ 5,105.25			
31 Texpool #2016	\$ (31,481.94)	-	21,720.14	\$ (53,202.08)			
50 Texpool #2016	\$ 2,299,807.12	348.1	24,561.65	\$ 2,275,593.57			
	\$ 2,411,241.97	694.53	46,281.79	\$ 2,365,654.71	2,365,654.70		\$ (0.00)
Texpool - 2018 CO Bonds							
10 Texpool #2018	\$ 260,312.63	1,719.20	-	\$ 262,031.83			
20 Texpool #2018	\$ 18,664.32	-	-	\$ 18,664.32			
31 Texpool #2018	\$ 6,468,788.58	-	475,036.64	\$ 5,993,751.94			
60 Texpool #2018	\$ 3,056,631.97	1,009.68	57.00	\$ 3,057,584.65			
	\$ 9,804,397.50	2,728.88	475,093.64	\$ 9,332,032.74	\$ 9,332,032.74		\$ -
Texpool - 2019 CO Bonds							
50 Texpool #2019	\$ 43,054.05	2,352.20	-	\$ 45,406.25			
51 Texpool #2019	\$ 8,019,206.86	-	-	\$ 8,019,206.86			
	\$ 8,062,260.91	2,352.20	-	\$ 8,064,613.11	\$ 8,064,613.11		\$ -
Texpool - 2020 CO Bonds							
60 Texpool #2020	\$ 2,795,272.02	280.45	2,090,362.49	\$ 705,189.98			
	\$ 2,795,272.02	280.45	2,090,362.49	\$ 705,189.98	\$ 705,189.98		\$ -

City of Crowley
Quarterly Investment Report
as of 09/30/2020

	General	Court-Special Revenue	PEG -Special Revenue	Debt Service	Construction in Progress	Water	Water Construction in Progress	4B Economic Development	CCPC	Grant	Escrow	Total in Investment Account
Texpool 1111	8,917,773	41,914	187,778	274,750	879,741	4,620,490	443,989	209,350		-		15,575,786
Texpool 2002 CO Bond								937,625				937,625
Texpool 2005 CO Bond	-					-			1,034,294			1,034,294
Texpool 2009 CO Bond	6,267				2,457	-						8,724
Texpool 2011 CO Bond						-						-
Texpool 2012 CO Bond	67,174				991,681							1,058,855
Texpool 2016 CO Bond	137,812			5,105	(31,482)	2,299,807						2,411,242
Texpool - 2018 CO Bond	260,313			18,664	6,468,789	3,056,632						9,804,398
Texpool - 2019 CO Bond						43,054	8,019,207					8,062,261
Texpool - 2020 CO Bond								2,795,272				2,795,272
Total by Fund	9,389,338	41,914	187,778	298,520	8,311,186	10,019,983	443,989	1,146,975	1,034,294	-	-	41,688,457
Interest Earned	11,000		78			5,149		3,525	485			20,237

Lori Watson
1-25-21

CITY OF CROWLEY
INVESTMENTS
3RD QUARTER (JUL 2020 - SEP 2020)
FYE 09/30/2019

Fund Description	Beginning Balance	Debits	Credits	Adjusted Balance as of 09/30/20	Balance per Bank as of 09/30/20	Deposits In Transit	Difference
TexPool 2200100004 Sales Tax							
10 Texpool #1111	\$ 11,139,839.80	1,369,133.60	3,591,200.00	\$ 8,917,773.40		\$ -	
11 Texpool #1111	\$ 56,776.67	-	14,862.52	\$ 41,914.15			
12 Texpool #1111	\$ 187,778.41	-	-	\$ 187,778.41			
20 Texpool #1111	\$ 712,411.36	21,533.96	459,194.88	\$ 274,750.44		\$ -	
31 Texpool #1111	\$ 2,991,368.58	727,093.93	2,838,721.96	\$ 879,740.55			
50 Texpool #1111	\$ 812,755.85	4,366,626.98	954,841.26	\$ 4,224,541.57			
50 Restricted Cash	\$ 395,948.20	-	-	\$ 395,948.20			
51 Texpool #1111	\$ 443,988.80	-	-	\$ 443,988.80			
60 Texpool #1111	\$ -	926,746.06	717,396.06	\$ 209,350.00			
68 Texpool #1111	\$ -	12,547.25	12,547.25	\$ -			
76 Texpool #1111	\$ -	-	-	\$ -			
91 Texpool #1111	\$ -	-	-	\$ -			
92 Texpool #1111	\$ -	-	-	\$ -			
93 Texpool #1111	\$ -	-	-	\$ -			
	\$ 16,740,867.67	\$ 7,423,681.78	\$ 8,588,763.93	\$ 15,575,785.52	\$ 15,575,785.52	0.00	\$ (0.00)
TexPool 2200100009 2002 CO Bonds Combination Tax							
60 Texpool-2002 C.O. Bond	\$ 1,468,777.02	\$ 342,868.76	\$ 874,020.55	\$ 937,625.23			
61 Texpool-2002 C.O. Bond	\$ -	\$ -	\$ -	\$ -			
62 Texpool-2002 C.O. Bond	\$ -	\$ -	\$ -	\$ -			
	\$ 1,468,777.02	\$ 342,868.76	\$ 874,020.55	\$ 937,625.23	\$ 937,625.23	-	\$ -
TexPool 2200100012 2005 CO Bonds Comb Tax							
10 Texpool # 2005	\$ -	-	-	\$ -			
20 Texpool # 2005	\$ -	-	-	\$ -			
31 Texpool # 2005	\$ -	-	-	\$ -			
50 Texpool # 2005	\$ -	-	-	\$ -			
61 Texpool # 2005	\$ -	-	-	\$ -			
62 Texpool # 2005	\$ -	-	-	\$ -			
67 Texpool # 2005	\$ -	-	-	\$ -			
68 Texpool # 2005	\$ 1,030,555.85	270,361.20	266,622.89	1,034,294.16			
	\$ 1,030,555.85	\$ 270,361.20	\$ 266,622.89	\$ 1,034,294.16	\$ 1,034,294.16	-	\$ -
TexPool 2200100016 2009 CO Bonds							
10 Texpool # 2009	\$ 6,262.74	3.86	-	\$ 6,266.60			
20 Texpool # 2009	\$ -	-	-	\$ -			
31 Texpool # 2009	\$ 2,457.34	-	-	2,457.34			
50 Texpool # 2009	\$ -	-	-	\$ -			
51 Texpool # 2009	\$ -	-	-	\$ -			
	\$ 8,720.08	3.86	-	\$ 8,723.94	8,723.94		-
TexPool 2200100017 2011 CO Bonds							
50 Texpool #2011	\$ (0.00)	-	-	\$ (0.00)			
	\$ (0.00)	\$ -	\$ -	\$ (0.00)	\$ -		0.00
TexPool 2200100018 2012 CO Bonds							
10 Texpool #2012	\$ 66,700.00	474.30	-	\$ 67,174.30			
20 Texpool #2012	\$ -	-	-	\$ -			
31 Texpool #2012	\$ 991,681.34	-	-	991,681.34			
	\$ 1,058,381.34	\$ 474.30	\$ -	\$ 1,058,855.64	\$ 1,058,855.64		-
TexPool 2016 CO Bonds							
10 Texpool #2016	\$ 137,282.30	529.25	-	\$ 137,811.55			
20 Texpool #2016	\$ 5,105.25	-	-	\$ 5,105.25			
31 Texpool #2016	\$ 137,770.37	-	169,252.31	\$ (31,481.94)			
50 Texpool #2016	\$ 1,964,131.58	348,718.04	13,042.50	\$ 2,299,807.12			
	\$ 2,244,289.50	349,247.29	182,294.81	\$ 2,411,241.98	2,411,241.97		(0.00)
TexPool - Escrow The Bridges Ph.4B							
94 Texpool - Escrow Bridges	\$ 0.01	(0.01)	-	\$ 0.00			
	\$ 0.01	(0.01)		\$ 0.00	\$ -		(0.00)
Texpool - 2018 CO Bonds							
10 Texpool #2018	\$ 257,428.99	2,883.64	-	\$ 260,312.63			
20 Texpool #2018	\$ 18,664.32	-	-	\$ 18,664.32			
31 Texpool #2018	\$ 7,071,535.70	4,400.00	607,147.12	\$ 6,468,788.58			
60 Texpool #2018	\$ 3,099,448.39	7,998.58	50,815.00	\$ 3,056,631.97			
	\$ 10,447,077.40	15,282.22	657,962.12	\$ 9,804,397.50	\$ 9,804,397.50		-
Texpool - 2019 CO Bonds							
50 Texpool #2019	\$ 39,442.64	3,611.41	-	\$ 43,054.05			
51 Texpool #2019	\$ 8,019,206.86	-	-	\$ 8,019,206.86			
	\$ 8,058,649.50	3,611.41	-	\$ 8,062,260.91	8,062,260.91		
Texpool - 2020 CO Bonds							
60 Texpool #2020	\$ 3,006,279.62	7,602.40	218,610.00	2,795,272.02			
	\$ 3,006,279.62	7,602.40	218,610.00	2,795,272.02	2,795,272.02		



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VI - 1

Staff Contact: Mike Rocamontes

E-mail: mrocamontes@ci.crowley.tx.us

Phone: 817/297-2201 ext. 3230

SUBJECT: Hold a public hearing to consider pursuing grant funding from the Tarrant County Community Development Block Grant (CDBG) 47th Year Program for the proposed ADA ramps and sidewalk project located on the east side of the 200, 300 and 400 blocks of McCurdy St, from Mission to Glendale St, and a portion of the west side of the 300 blocks of Mustang St, Bovell Dr, and Glendale St, Crowley, TX 76036.

BACKGROUND/DISCUSSION

This purpose of this public hearing is to allow citizens an opportunity to discuss the selection of the 47th Year CDGB Project. The recommended project is the proposed installation of ADA ramps and sidewalks located on the east side of the 200, 300 and 400 blocks of McCurdy St, from Mission to Glendale St, and a portion of the west side of the 300 blocks of Mustang St, Bovell Dr, and Glendale St.

The project consists of constructing seven (7) pedestrian accessibility ramps and approximately 1,200 ft of concrete sidewalk along the east side of McCurdy St, from Mission to Glendale St and a portion of the west side of Mustang St, Bovell Dr, and Glendale St, to increase the accessibility and usefulness of walks beyond the original projected life in a completely developed residential neighborhood.

FINANCIAL IMPACT

The CDBG funding is for \$145,000.00 - \$165,000.00. The project cost is estimated to be \$165,636.00, but this still has to go out for bid.

RECOMMENDATION

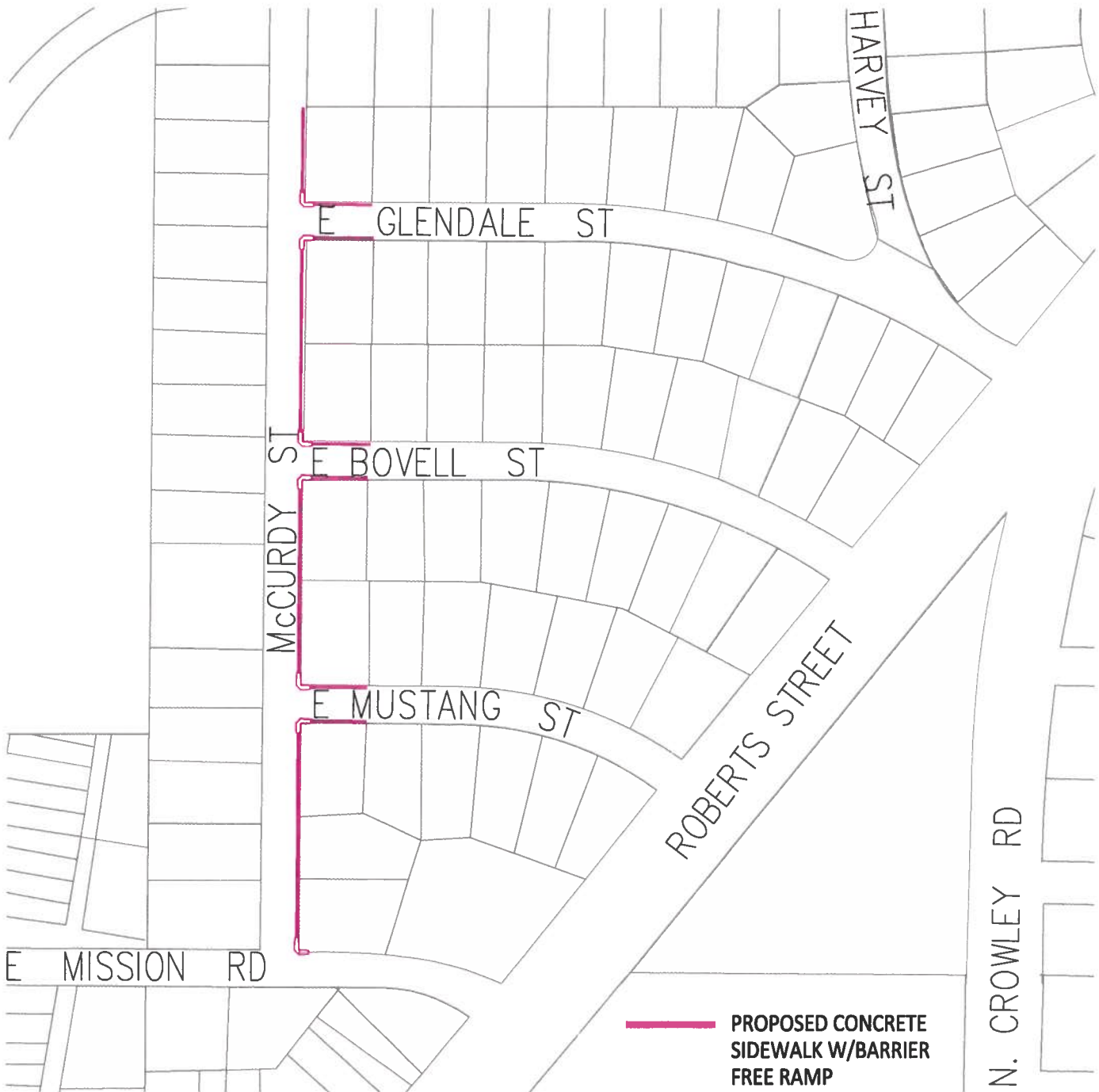
Staff recommends approval of the 47th Year CDBG Project.

ATTACHMENTS

- Project Information



PROPOSED 47th YEAR CDBG PROJECT



Drawing: O:\PROJECTS\CROWLEY\CAD\CROWLEY BASE-NEW.dwg at Jan 14, 2021 - 11:45am by calagart
Layout: CDBG 47th Xref:



CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST

TEAGUE NALL AND PERKINS, INC.

1/14/2021

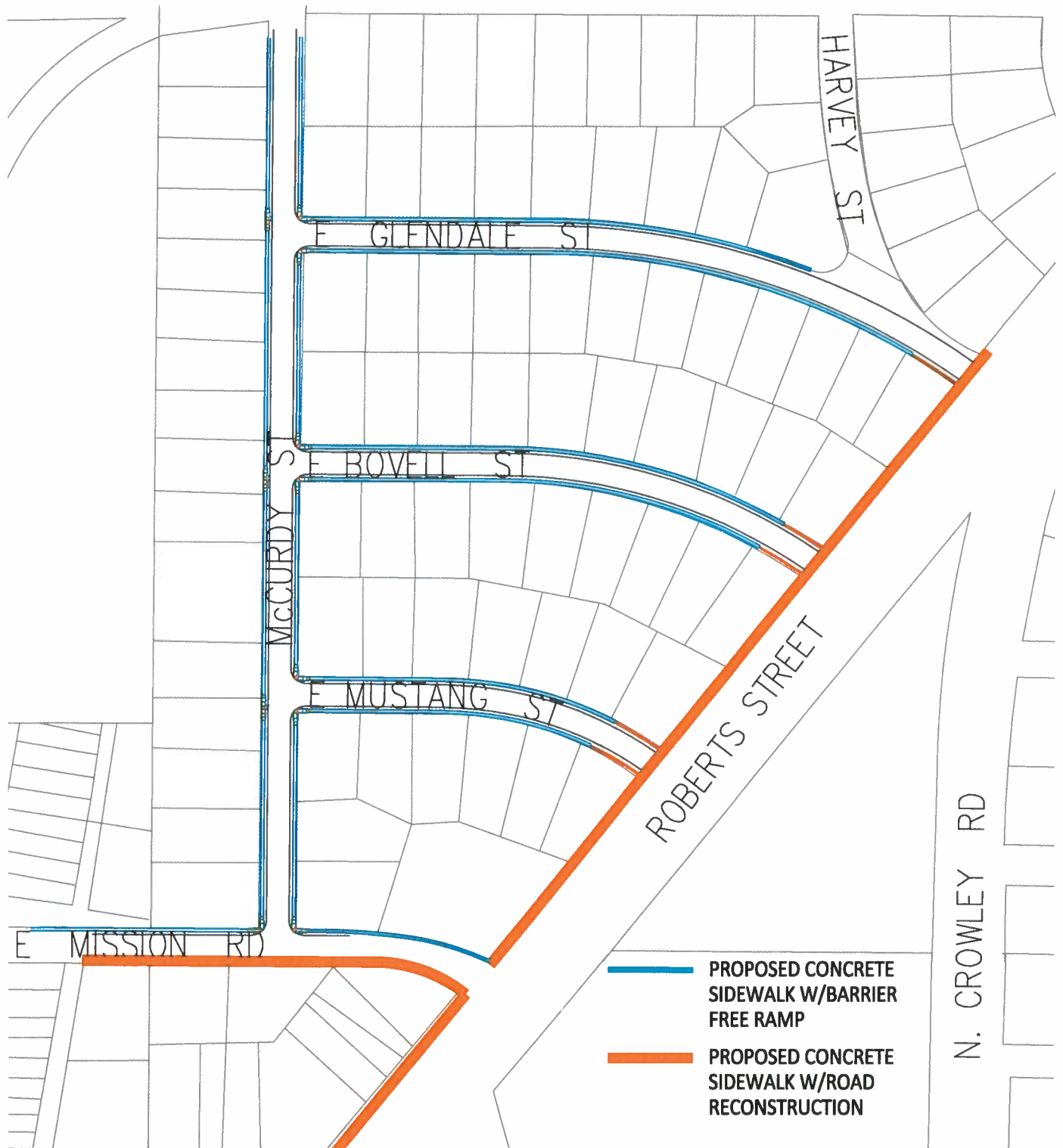
CONSULTING ENGINEERS

TNP JOB NO: CRO 21008

CLIENT: CITY OF CROWLEY, TARRANT COUNTY

DESCRIPTION: 47th YR CDBG ADA ACCESSIBILITY CURB RAMPS & SIDEWALK
(EAST SIDE OF 200-300-400 BLK OF McCURDY ST &
W 90' OF 300 BLK MUSTANG ST, BOVELL DR & GLENDALE ST)

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
	Base Bid - Ramps				
1	General Site Preparation	1	LS	\$3,000.00	\$3,000
2	Barrier Free Pedestrian Ramp Complete	7	EA	\$5,100.00	\$35,700
3	Concrete Sidewalk (4" thick)	1193	LF	\$51.00	\$60,843
4	Remove/Replace Driveway Approach & Repair	7	EA	\$4,000.00	\$28,000
5	Block Sodding	1	LS	\$2,000.00	\$2,000
6	Irrigation System Adjustment (Per Length of Sidewalk/Ramp)	50	LF	\$12.00	\$600
7	Tree Removal	1	LS	\$1,800.00	\$1,800
8	Miscellaneous Utility Adjustment	1	LS	\$5,000.00	\$5,000
	SUBTOTAL BASE BID				\$136,943
	CONTINGENCIES 10%				\$13,694
	DESIGN/ENGINEERING SUBTOTAL				\$14,999
	TOTAL PROJECTED CONSTRUCTION COST				\$165,636
	CITY FUNDS = \$10,000.00				
	47th YR CDBG FUNDS = \$145,000 - \$165,000				



Drawings: U:\PROJECTS\01000000\000\000\CROWLEY BASE-NEW.dwg at Jan 14, 2021-11:49am by c24ugpr1
Layout: McCURDY PLAN Xref: 0



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VII-1

Staff Contact: Mike Rocamontes
Public Works Director

E-mail: mrocamontes@ci.crowley.tx.us

Phone: 817-297-2201-X 3290

SUBJECT: Discuss and consider re-approving a Developer's Agreement for Hunters Ridge Addition, Phase 1, located in the 1000 Block of N. Crowley Rd.

BACKGROUND/DISCUSSION

This agreement was initially brought before council on Jan 7, 2021 for approval with B.N. Development along with an Assignment Agreement to Bloomfield Homes. The lawyers for B.N. Developers contacted the City and informed us that B.N. had sold the property to Bloomfield the end of Dec 2020, therefore this agreement and assignment could not be executed by B.N. as they no longer owned the property. The City can now enter directly into a development agreement with Bloomfield Homes with no need for an assignment agreement. The attached agreement is the same agreement previously approved by council.

Discuss and consider approving a Developer's Agreement for the Hunters Ridge development located at the 1000 Blk of N. Crowley Rd. The development will tap into the City utilities to the west and the east for service to the property. Access to the property will be from N. Crowley Rd. There will be a second entrance at the south east corner of the property, connecting to Odell Ln. in the Crescent Springs development

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff Recommends Approval

ATTACHMENTS

- Developer's Agreement with Bloomfield Homes

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Page 1 of 16

DEVELOPER, at no cost to the CITY, in accordance with the general development regulations of the Unified Development Code of the CITY and other regulations of the CITY, and as approved by the City engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement.

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

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

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

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

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

C. CONSTRUCTION BONDS

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

4. STREETS

1. Developer agrees to construct the street Facilities in the Addition in accordance with plans and specifications to be prepared by the Developer's engineer and approved by the City Engineer and made a part of this agreement as Exhibit B.
2. The Developer will be responsible for:
 - a. Installation and two-year operation cost of street lights, 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 street lights for the two-year duration or until 80% of the lots in the Addition are occupied.
 - b. Installation of all street signs designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard generally employed by the Developer and approved by the City in accordance with City ordinances.
 - c. Installation of all regulatory signs recommended based upon the Manual of Uniform Traffic Control Devices, as prepared by the Developer's engineer, by an engineering study or direction by the City Engineer. It is

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

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

5. SIDEWALKS

Sidewalks shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements. City acknowledges that the Developer may defer those portions of the internal sidewalks to builders; however, failure of a builder to construct such portions shall not relieve the Developer of this responsibility.

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 8" water line exists in the right of way of the West side of FM 731/Crowley Rd. (Off-Site Improvements).
3. The CITY does note to the DEVELOPER that a 21" sanitary sewer line located in the South East corner of the Hunter's Ridge Development, at the North East corner of the Crescent Springs Development (Off-Site 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 paying a \$600.00 per LOT fee, and agrees to pay a \$600.00 per LOT fee, (for park equipment), for this development.

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 thereof. 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 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, hydromulch, etc., to prevent soil erosion. It will be the DEVELOPER'S responsibility to present to the City engineer a soil control development plan that will be implemented for the Addition. When, in the opinion of the City engineer or his agent, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the DEVELOPER, the DEVELOPER will have forty- eight (48) hours to clear the soil from the streets or affected areas. If the DEVELOPER does not remove the soil from the streets within the forty-eight (48) hours, the CITY may cause the soil to be removed either by contract or CITY forces and place the soil within the Addition at the DEVELOPER'S expense. All expenses must be paid to the CITY prior to acceptance of the Addition.

4. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items. 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, its 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, its successors and assigns, shall defend and protect the CITY

against all such claims and demands. The DEVELOPER shall replace any plants, trees, or grass that die with the same or similar type of plant, tree, or grass that is the same or similar size and with respect to plants and grass that die, in the same stage of growth.

6. BUILDING PERMITS AND INGRESS/EGRESS

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

7. VENUE

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

8. ASSIGNMENT

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

I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

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

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, FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

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

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

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 shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements.
2. The Developer shall deposit with the City the amount of three percent (3%) of the estimated contract price of the improvements to cover the City's costs to inspect the improvements. Estimated costs for the public improvements are shown on Exhibit "C" attached hereto. The actual fees due to the City shall be based on reconciled final contract prices.

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.

Bloomfield Homes, L.P.
a Texas Limited Partnership
By: Bloomfield Properties, Inc.
1050 E Hwy 114, Suite 210
Southlake, Texas 76092
(972) 877-1458

By: _____
Don Dykstra, President

CITY OF CROWLEY

By: _____
Billy Davis, Mayor

ATTEST:

By: _____
Carol Konhauser, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

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

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

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

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

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

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION

Plat Approved on 10/26/2020

LEGAL DESCRIPTION:

STATE OF TEXAS:
COUNTY OF TARRANT:

WHEREAS, B.N. DEVELOPMENT COMPANY, INC. is the owner of a tract of land situated in the H. Lane Survey, Abstract No. 927 and the H. Walker Survey, Abstract No. 1622, City of Crowley, Tarrant County, Texas, being a portion of that called 209.435 acre tract of land as described in deeds to B.N. Development Company, Inc., recorded in D201315599 & D206387270, Official Public Records, Tarrant County (OPRTCT) and a portion of that called 742.636 acre tract of land as described in deeds to B.N. Development Company, Inc., recorded in D201315600 & D206387271, OPRTCT, and being more particularly described as follows:

BEGINNING at 1/2" rebar capped Landes & Assoc found in the east line of North Crowley Road (F.M. 731 - variable width R.O.W.) at the northwest corner of Lot 1, Block 1, H.F. Stevens Addition, an addition to the City of Crowley, Tarrant County, Texas as recorded in Cabinet A, Slide 1601, Plat Records, Tarrant County, Texas, said point lying the west line of said called 209.435 acre tract;

THENCE North 00 degrees 11 minutes 13 seconds West, along the east line of said North Crowley Road and the west line of said called 209.435 acre tract, a distance of 315.00 feet to a 1/2" capped rebar capped Goodwin & Marshall set (hereafter referred to as 1/2" rebar capped set) at the most westerly northwest corner of the herein described tract of land, from which the southwest corner of F.M. 731 Parcel II as described in deed to the State of Texas, recorded in Volume 9620, Page 412, Deed Records, Tarrant County, Texas (DRTCT) bears North 00 degrees 11 minutes 13 seconds West, 573.69 feet;

THENCE departing the east line of said North Crowley Road, across said called 209.435 acre tract and said called 742.636 acre tract, as follows:

North 89 degrees 48 minutes 26 seconds East, a distance of 449.97 feet to a 1/2" rebar capped set;
North 00 degrees 11 minutes 34 seconds West, a distance of 612.27 feet to a 1/2" rebar capped set;
South 89 degrees 55 minutes 49 seconds East, a distance of 143.27 feet to a 1/2" rebar capped set;
South 80 degrees 09 minutes 49 seconds East, a distance of 314.71 feet to a 1/2" rebar capped set;
South 36 degrees 19 minutes 54 seconds East, a distance of 273.93 feet to a 1/2" rebar capped set;
North 63 degrees 48 minutes 24 seconds East, a distance of 405.31 feet to a 1/2" rebar capped set;
South 41 degrees 49 minutes 47 seconds East, a distance of 168.08 feet to a 1/2" rebar capped set;
South 65 degrees 50 minutes 05 seconds East, a distance of 141.47 feet to a 1/2" rebar capped set;
North 75 degrees 05 minutes 07 seconds East, a distance of 251.24 feet to a 1/2" rebar capped set;
South 39 degrees 36 minutes 24 seconds East, a distance of 170.75 feet to a 1/2" rebar capped set;
South 83 degrees 49 minutes 04 seconds East, a distance of 226.96 feet to a 1/2" rebar capped set;
North 75 degrees 02 minutes 41 seconds East, a distance of 271.06 feet to a 1/2" rebar capped set;
South 24 degrees 47 minutes 51 seconds East, a distance of 146.25 feet to a 1/2" rebar capped set;
South 13 degrees 32 minutes 13 seconds West, a distance of 222.18 feet to a 1/2" rebar capped set;
South 54 degrees 05 minutes 48 seconds East, a distance of 320.27 feet to a 1/2" rebar capped set;
South 81 degrees 58 minutes 06 seconds East, a distance of 433.23 feet to a 1/2" rebar capped set;
South 08 degrees 28 minutes 42 seconds East, a distance of 314.18 feet to a 1/2" rebar capped set

South 45 degrees 53 minutes 47 seconds East, a distance of 785.02 feet to a 1/2" rebar capped set;
North 61 degrees 02 minutes 23 seconds East, a distance of 238.32 feet to a 1/2" rebar capped set;
South 04 degrees 47 minutes 22 seconds East, a distance of 400.36 feet to a 1/2" rebar capped set in the south line of said called 742.636 acre tract and the north line of a tract of land as described in deed to Texas Electric Service Company (hereafter referred to as TESCO), recorded in Volume 3541, Page 516, DRTCT, from which a 6" wood fence corner post found at the most southerly southeast corner of said called 742.636 acre tract and the northeast corner of a tract of land as described in deed to TESCO, recorded in Volume 3548, Page 12, DRTCT bears North 89 degrees 41 minutes 32 seconds East, 1747.38 feet;

THENCE South 89 degrees 41 minutes 32 seconds West, along the south line of said called 742.636 acre tract and the north line of said TESCO tract recorded in Volume 3541, Page 516, DRTCT, a distance of 111.55 feet to a 1/2" rebar capped set at an angle point in the south line of said called 742.636 acre tract, being the most easterly corner of a tract of land as described in deed to TESCO, recorded in Volume 3529, Page 464, DRTCT, from which a 3/4" rebar found at the southwest corner of said TESCO tract recorded in Volume 3529, Page 464, DRTCT bears South 89 degrees 41 minutes 32 seconds West, 1331.90 feet, and a 1/2" rebar found at the southwest corner of a tract of land as described in deed to TESCO, recorded in Volume 3539, Page 342, DRTCT bears South 89 degrees 41 minutes 32 seconds West, 3941.23 feet;

THENCE North 85 degrees 30 minutes 15 seconds West, along the south line of said called 742.636 acre tract, the south line of said called 209.435 acre tract, the north line of said TESCO tract recorded in Volume 3529, Page 464, DRTCT, and the north line of said TESCO tract recorded in Volume 3539, Page 342, DRTCT, at a distance of 1.8 feet passing a disturbed 1/2" rebar found, continuing a total distance of 2,584.88 feet to a point for corner in the east line of said Lot 1, Block 1, H.F. Stevens Addition, from which a TESCO monument found at the southwest corner of said addition and the northwest corner of said TESCO tract recorded in Volume 3539, Page 342, DRTCT bears North 85 degrees 30 minutes 15 seconds West, 1369.41 feet (plat 1369.57 feet) and a 1/2" rebar capped Landes & Assoc found bears South 00 degrees 11 minutes 06 seconds East, 0.32 feet;

THENCE North 00 degrees 11 minutes 06 seconds West, along the east line of said Lot 1, Block 1, H.F. Stevens Addition, a distance of 911.82 feet (plat 911.75 feet) to a 5/8" rebar capped AW 4186 found at the northeast corner of said addition;

THENCE South 89 degrees 48 minutes 26 seconds West, along the north line of said Lot 1, Block 1, H.F. Stevens Addition, a distance of 1,364.84 feet (plat 1365.00 feet) to the POINT OF BEGINNING and containing 3,944,399 square feet or 90.551 acres of land.

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 Hunter's Ridge Addition Phase 1 dated 9/17/2020 by Brent Caldwell, P.E., Goodwin and Marshall, Inc., as approved by the City Engineer dated 10/1/2020.

Off-Site Improvements subject to this Agreement are as shown in the plans for the construction of Off-Site Improvements dated 9/17/2020 by Brent Caldwell, P.E. of Goodwin and Marshall, Inc., as approved by the City engineer dated 10/1/2020.

EXHIBIT "C"
DESCRIPTION OF ESTIMATED COSTS

The estimated Construction Cost and Community Facilities Fee is as follows: Onsite:

Onsite:

1.	Water lines and appurtenances	\$	<u>669,780.76</u>
2.	Sewer lines and appurtenances	\$	<u>960,284.07</u>
3.	Streets, street signs, lighting	\$	<u>1,853,708.10</u>
4.	Storm drainage systems	\$	<u>841,768.58</u>
Total Estimated Construction Cost		\$	<u>4,325,541.51</u>
Total Estimated Construction Inspection Fees (3%)		\$	<u>129,766.25</u>

Offsite:

1.	Water	\$	<u>0.00</u>
2.	Sewer	\$	<u>0.00</u>
3.	Streets	\$	<u>0.00</u>
4.	Storm Drains		<u>0.00</u>
5.	Retaining Walls	\$	<u>0.00</u>

Note: Actual Construction Inspection Fees to be reconciled upon construction contract completion and may result in additional fees due to City or refund to Developer.



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VII-2

Staff Contact: Carol Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X4000

SUBJECT: Discuss and consider adoption of Joint Resolution R02-2021-347 a Joint Resolution between the City of Crowley and the Crowley Independent School District Board of Trustees, to enter into an agreement to hold a joint election in precincts that can be served by common polling places and authorizing the Mayor to execute said agreement.

BACKGROUND/DISCUSSION

House Bill 1 (2006) requires School Districts hold joint elections where voters may and shall be served by a common polling place(s). The Texas Education Code 11.0581 requires:

Sec. 11.0581. JOINT ELECTIONS REQUIRED.

- a. An election for trustees of an independent school district shall be held on the same date as:
 1. the election for the members of the governing body of a municipality located in the school district; or
 2. the general election for state and county officers.
- b. Elections held on the same date as provided by Subsection (a) shall be held as a joint election under Chapter 271, Election Code.
- c. The voters of a joint election under this section shall be served by common polling places consistent with Section 271.003(b), Election Code.
- d. The board of trustees of an independent school district changing an election date to comply with this section shall adjust the terms of office of its members to conform to the new election date.

FINANCIAL IMPACT

The CISD will pay all costs associated with their election and split personnel compensation expenses. Additionally, the election allows for an organization to charge a 10% administrative fee in addition to the cost of holding an election which has been included in this contract.

RECOMMENDATION

Staff recommends approval of Resolution R02-2021-347.

ATTACHMENTS

- Resolution R02-2021-347

CITY OF CROWLEY RESOLUTION NO. R02-2021-347

**CROWLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES RESOLUTION NO. _____**

A JOINT RESOLUTION BETWEEN THE CITY OF CROWLEY AND THE CROWLEY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES, CROWLEY, TEXAS, TO ENTER INTO AN AGREEMENT TO HOLD A JOINT ELECTION IN PRECINCTS THAT CAN BE SERVED BY COMMON POLLING PLACES.

WHEREAS, the City of Crowley - Tarrant and Johnson County (the "City") and Crowley Independent School District - Johnson County (the "District") are required to conduct elections annually on the May uniform election date; and

WHEREAS, Section 271.002, of the Texas Election Code authorizes governing bodies of political subdivisions to enter into agreements to hold joint elections in election precincts that can be served by common polling places; and

WHEREAS, Section 11.0581 of the Texas Education Code requires school districts to hold elections on the same date as either the election for the members of the governing body of a municipality located in the school district or the general election for state and county officers and to hold such elections jointly; and

WHEREAS, it is deemed to be in the best interest of the citizens residing in both of the political subdivisions to have a joint election on May 1, 2021, pursuant to the above cited provisions of the Election Code; and

WHEREAS, the City has expressed its willingness to hold its May 1, 2021 election jointly with the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS AND THE BOARD OF TRUSTEES OF THE CROWLEY INDEPENDENT SCHOOL DISTRICT; THAT

Section 1.

The said Joint Election Agreement (Exhibit "A") for election services shall be deemed an agreement authorized by this Resolution between the City of Crowley (the "City") and the Crowley Independent School District (the "District") for the purpose of conducting an election on May 1, 2021, and that both entities desire and are eligible to conduct a joint election.

Section 2.

This Resolution shall become effective from and after its passage by the City and the District.

PASSED AND APPROVED ON THIS _____ day of _____, 2021 by the Crowley City Council.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Konhauser
City Secretary, City of Crowley

PASSED AND APPROVED ON THIS _____ day of _____, 2021 by the Crowley
Independent School District Board of Trustees.

June W. Davis, President
Board of Education
Crowley Independent School District

ATTEST:

La Tonya Woodson-Mayfield, Secretary
Board of Education
Crowley Independent School District

JOINT ELECTION AGREEMENT
BETWEEN
CITY OF CROWLEY, TEXAS
AND
CROWLEY INDEPENDENT SCHOOL DISTRICT

This Agreement made by and between the City of Crowley, Texas, hereinafter referred to as the "City" and Crowley Independent School District, a political subdivision organized under the school laws of the State of Texas, hereinafter referred to as the "District" and by the authority of Section 11.0581 of the Texas Education Code and Section 271.002 of the Texas Election Code for the conduct and supervision of the Districts election for the election of its trustees.

I. RECITALS

The Texas Education Code § 11.0581 requires that a joint election be held on the same date as the municipality's election or the general election.

The District anticipates holding an election for the purpose of electing trustees of the District on May 1, 2021. The City anticipates holding an election for the purpose of electing City officials on May 1, 2021. Therefore, the District desires and requests to hold a joint election with the City.

II. VOTING SYSTEM

The City utilizes paper ballots in conjunction with the Election Systems and Software (ES&S) Model M100 Ballot Scanner and the ES&S Automark Ballot Marker (ADA compliant) approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended. The Automark Ballot Marker is compliant with the accessibility requirements for persons with disabilities set forth by the Texas Election Code Section 61.012. The City owns the M100 Ballot Scanners and contracts with Johnson County Elections Office to lease the ES&S Automark Ballot Marker.

III. DUTIES AND SERVICES OF THE ELECTION ADMINSTRATOR

The City Secretary performs Election Administrator duties for the City of Crowley municipal election. The City agrees to coordinate, supervise, and conduct a Joint Election with the District on May 1, 2021, for the registered voters of Johnson County, Texas, residing within the district in accordance with the provisions of the Texas Election Code and as outlined in this agreement.

The City's Election Administrator shall perform the following duties and shall furnish the following services and equipment:

a. The Election Administrator shall arrange for appointment, notification, training, and compensation of all presiding judges, alternate judges, Central Counting Station personnel, Early Voting Ballot Board personnel and election clerks.

1. The Election Administrator shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of their appointment. The Election Administrator will determine the necessary number of clerks to work the Early Voting Ballot Board and Central Counting Station.

2. The Election Administrator will design a training program and ensure all election judges and clerks complete the required training instruction (dates to be determined).

3. The Election Administrator shall compensate each election judge and worker. Each judge shall receive \$13.00 per hour for services rendered. Each alternate judge shall receive \$12.00 for services rendered. Each clerk shall receive \$11.00 per hour for services rendered. A work week is Saturday at 12:00 am thru Friday 11:59 pm. Judges will be compensated \$25.00 for pick-up and delivery of any supplies as needed.

b. The Election Administrator shall procure, prepare, and distribute voting machines, election kits and election supplies.

1. The Election Administrator is responsible for procuring election kits which include the legal documentation required to hold an election and all necessary supplies such as locks, pens, markers, tape, etc.

2. The Election Administrator shall secure all tables, chairs, and legal documentation required to run the Early Voting Ballot Board and Central Counting Station.

3. The Election Administrator will coordinate with the appropriate county offices to obtain lists of registered voters required for use during Early Voting and on Election Day.

4. The Election Administrator shall procure and arrange for the distribution of all election equipment required to hold an election to include ADA compliant equipment.

5. The Election Administrator shall arrange for the printing of ballots and programming of data cards for use with the electronic voting systems.

c. The Election Administrator will be appointed the Early Voting Clerk by the City and the District.

1. The Early Voting Clerk shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies as required.

2. Early Voting by personal appearance for the City and the District's May 1, 2021, Joint General Election shall be conducted during the time period and at the location listed in Section V, *Voting Times and Locations*, of this agreement.

3. All applications for an Early Voting mail ballots shall be received and processed by the respective County Elections Administration Office located at the below addresses:



Tarrant County (USPS):
Tarrant County Elections
P.O Box 961011
Fort Worth, TX 76161

(Express Courier)
Tarrant County Elections
2700 Premier St
Fort Worth, TX 76111

Tarrant County Fax: (817) 831-6118

Tarrant County Email: votebymail@tarrantcounty.com



Johnson County
Johnson County Elections Office
103 S Walnut St
Cleburne TX 76033

Johnson County Email: vote@johnsoncountytexas.org



4. Applications for mail ballots erroneously mailed to the City or District shall immediately be forwarded to the appropriate County Elections Office for processing.
5. All Early Voting ballots (cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code.
- d. The Election Administrator shall arrange for the use and set-up of the designated voting, ballot board and central counting station locations.
- e. The Election Administrator will ensure the Public Logic and Accuracy Tests of the electronic voting systems are conducted as required by the Texas Election Code and Texas Administrative Code. Notices of Public Logic and Accuracy Tests will be published in a newspaper of local circulation and provided to the District for posting.
- f. The Election Administrator shall serve as the Central Counting Station Manager and is responsible for appointing the Tabulation Supervisor and Central Counting Station Judge. The Central Counting Station Manager will establish and operate the Central Counting Station in accordance with Chapter 127 of the Texas Election Code.
- g. The Election Administrator shall prepare the unofficial canvass report after all ballots have been counted and will provide a copy of the unofficial canvass to the District as soon as possible after all returns have been tallied.
- h. The Election Administrator will prepare the following election records to be returned to the District no later than 12:00 p.m., the Monday following Election Day: (1) Return Sheet from each polling location and for early voting, showing the number of votes received by each candidate and the total number of voters; (2) copy of the Combination Form (Poll List/Signature Roster) from each polling location, and for early voting.
- i. The Election Administrator shall be appointed the custodian of all election records and material and will retain such records as required by the Texas Election Code.

IV. DUTIES AND SERVICES OF THE DISTRICT

The District shall assume the following responsibilities:

- a. The District shall prepare the districts election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the CISD Board of Trustees. The District assumes the responsibility of posting and publishing all notices and likewise promoting the schedules for Early Voting and Election Day.

- b. The District shall post notice of deadline to file applications, process district applications, and certify candidates.
- c. The District shall be responsible for conducting the drawing to determine the order in which names of candidates are to be printed on the ballot.
- d. The District shall provide the City with the ballot layout in a Microsoft Word document showing the order and the exact manner in which the candidates and any measures are to appear on the official ballot along with any required translations. The District will be required to approve the ballot prior to final printing. Sample ballots will be provided to the District for posting.
- e. The District will be responsible for canvassing the official results between the 3rd and 11th day following the election.

V. VOTING TIMES AND LOCATIONS

The polling place for the City of Crowley Municipal Election and the Crowley Independent School District, Johnson County voters will be **Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036**. This will be the location for both Early Voting and Election Day Voting.

Early voting by personal appearance shall be conducted between the hours of 8:00 a.m. until 5:00 p.m. on each day which is not a Saturday or Sunday, or an official State or Federal Holiday, beginning on Monday, April 19, 2021, and continuing through Tuesday, April 27, 2021 with expanded hours of 7:00 a.m. to 7:00 p.m. on Monday, April 26, 2021 and Tuesday, April 27, 2021. Early Voting by personal appearance shall be at the **Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036**. Applications for early voting by mail shall be delivered or mailed to the City Secretary, 201 E Main Street, Crowley, Texas 76036, not earlier than Monday, January 1, 2021, and not later than the close of business on Friday, April 16, 2021, if in person, or Tuesday, April 20, 2021, if by mail.

VI. PAYMENT FOR ELECTIONS SERVICES

In consideration for the services and expenses provided by the City for conducting election services, the City shall be reimbursed as follows:

- a. **Joint Election - City of Crowley and Crowley Independent School District jointly hold an election.** The District agrees to reimburse the City for the expenses as outlined in Exhibit B, *Estimated Cost if Holding a Joint Election*. The participating authorities agree to equally share the costs of administering the joint election where feasible. The City agrees to furnish the District with a detailed cost estimate of election expenses, within 10 business days following Election Day. A final expense invoice will be determined within 30 calendar days after the election and sent to the District. It is agreed that the final invoice total will be remitted to the City no later than thirty (30) days after receipt of the final invoice.
- b. **District Election Only - City of Crowley Election cancelled.** The District agrees to reimburse the City for the expenses as outlined in Exhibit C, *Estimated Cost if City Municipal Election is Cancelled*. The participating authorities agree the District will be responsible for 100 percent of the costs of administering the election for the Crowley Independent School District. The City agrees to furnish the District with a detailed cost estimate of election expenses, within 10 business days following Election Day. A final expense invoice will be determined within 30 calendar days after the election and sent to the District. It is agreed that the final invoice total will be remitted to the City no later than thirty (30) days after receipt of the final invoice.

c. **Run Off Election.** The District elects board members based on plurality votes. Therefore, a District run-off election will not be required. If the City requires a run-off election, the costs associated with such election will be the sole responsibility of the City.

d. **Termination of District Election.** In the event the District cancels an election due to all candidates being unopposed, this agreement will be terminated and the District will be responsible for any election expenses incurred prior to cancellation.

APPROVED AND AGREED TO BY THE CROWLEY CITY COUNCIL ON THE _____ DAY OF _____, 2021.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Konhauser
City Secretary, City of Crowley

APPROVED AS TO FORM:

Rob Allibon
Attorney, City of Crowley

ACCEPTED AND AGREED TO BY THE CROWLEY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES ON THIS _____ DAY OF _____, 2021.

June W. Davis, President
Board of Education
Crowley Independent School District

ATTEST:

La Tonya Woodson-Mayfield, Secretary
Board of Education
Crowley Independent School District

Estimated Cost if Holding a Joint Election

Voting Equipment			Estimated		Actual
	Rental M100 Optical Scanner (1 EV and 1 Election Day)		\$ 250.00		\$ -
Shared	Rental ES&S Auto Mark for HAVA		\$ 175.00		\$ -
Some costs Shared	Programming charges for data cards (M100 and Automark) and shipping		\$ 1,100.00		
Charged cost per number of ballots ordered	Ballot Layout and Printing (700 ballots)		\$ 150.00		
Shared	Public Logic and Accuracy Testing (\$15.00 x 2 hrs x 2 people)		\$ 30.00		
Shared	Publish Notice of Logic and Accuracy Testing		\$ 42.00		
Shared	Pick-up and return Automark (2 trips x \$25.00 each)		\$ 25.00		
No Charge	Building Rental (\$10.00 x 2 days x 14 hrs)		\$ -		
Ballot Board/Counting Station Personnel Expenses			Estimated		Actual
Shared	Ballot Board Judge (\$13.00 x 6 hrs x 1 judge)		\$ 39.00		
Shared	Ballot Board Personnel (\$11.00 x 5 hrs x 6 clerks)		\$ 165.00		
Shared	Preparation of Supplies and Ballots - (\$30.00 x 10 hr x 1 personnel)		\$ 150.00		
Shared	Central Counting Station Manager (\$30.00 x 6 hr x 1 personnel)		\$ 90.00		
Shared	Central Counting Station Personnel (\$12.00 x 6 hr x 6 clerks)		\$ 216.00		
Shared	Police Chief Key Delivery (\$40 x 1 hr x 1 PD Chief)		\$ 20.00		
Early Voting and Election Day Expenses			Estimated		Actual
Shared	Early Voting Kit		\$ 42.00		
Charged per mailed ballot	Ballot by Mail Kits (20 each @ \$2.00)		\$ 40.00		
Shared	Early Voting Judge (\$13.00 x 75 hrs x 1 judge)		\$ 487.50		
Shared	Early Voting Alt Judge (\$12.00 x 75 hrs x 1 Alt Judge)		\$ 450.00		
Shared	Early Voting Translator (\$12.00 x 75 hrs x 1 Translator)		\$ 450.00		
Shared	Early Voting Clerks (\$11.00 x 75 hrs x 2 clerks)		\$ 825.00		
	Election Day Voting Kit		\$ 42.00		
Shared	Election Day Judge (\$13.00 x 15 hrs x 1 judge)		\$ 97.50		
Shared	Election Day Alt Judge (\$12.00 x 15 hrs x 1 alt judge)		\$ 90.00		

Shared	Election Day Translator (\$12.00 x 15 hrs x 1 Translator)		\$ 90.00		
Shared	Election Day Clerks (\$11.00 x 15 hrs x 2 clerks)		\$ 165.00		
Shared	Supplies: Toner, seals, pens, paper, etc		\$ 50.00		
	SUBTOTAL		\$ 5,281.00		
Administrative Fee			Estimated		Actual
	10% of Subtotal		\$ 528.10		
	TOTAL COSTS		\$ 5,809.10		

Estimated Cost if City Municipal Election is Cancelled

Voting Equipment			Estimated		Actual
	Rental M100 Optical Scanner (1 EV and 1 Election Day)		\$ 250.00		\$ -
	Rental ES&S Auto Mark for HAVA		\$ 350.00		\$ -
	Programming charges for data cards (M100 and Automark) and shipping		\$ 1,275.00		
Charged cost per number of ballots ordered	Ballot Layout and Printing (700 ballots)		\$ 150.00		
	Public Logic and Accuracy Testing (2 hrs x 2 people @ \$15.00 hr)		\$ 60.00		
	Publish Notice of Logic and Accuracy Testing		\$ 85.00		
	Pick-up and return Automark (2 trips x \$25.00 each)		\$ 50.00		
	Building Rental (\$10.00 x 1 days x 14 hrs) <i>Days City Hall is not open</i>		\$ 140.00		
Ballot Board/Counting Station Personnel Expenses			Estimated		Actual
	Ballot Board Judge (\$13.00 x 6 hrs x 1 judge)		\$ 78.00		
	Ballot Board Personnel (\$11.00 x 5 hrs x 6 clerks)		\$ 330.00		
	Preparation of Supplies and Ballots - (\$30.00 x 10 hr x 1 personnel)		\$ 300.00		
	Central Counting Station Manager (\$30.00 x 6 hr x 1 personnel)		\$ 180.00		
	Central Counting Station Personnel (\$12.00 x 6 hr x 6 clerks)		\$ 432.00		
	Police Chief Key Delivery (\$40 x 1 hr x 1 PD Chief)		\$ 40.00		
Early Voting and Election Day Expenses			Estimated		Actual
	Early Voting Kit		\$ 42.00		
Charged per mailed ballot	Ballot by Mail Kits (20 each @ \$2.00)		\$ 40.00		
	Early Voting Judge (\$13.00 x 75 hrs x 1 judge)		\$ 975.00		
	Early Voting Alt Judge (\$12.00 x 75 hrs x 1 Alt Judge)		\$ 900.00		
	Early Voting Translator (\$12.00 x 75 hrs x 1 Translator)		\$ 900.00		
	Early Voting Clerks (\$11.00 x 75 hrs x 1 clerks)		\$ 825.00		
	Election Day Voting Kit		\$ 42.00		
	Election Day Judge (\$13.00 x 15 hrs x 1 judge)		\$ 195.00		
	Election Day Alt Judge (\$12.00 x 15 hrs x 1 alt judge)		\$ 180.00		
	Election Day Translator (\$12.00 x 15 hrs x 1 Translator)		\$ 180.00		

	Election Day Clerks (\$11.00 x 15 hrs x 1 clerks)		\$ 165.00		
	Supplies: Toner, seals, pens, paper, etc		\$ 100.00		
	SUBTOTAL		\$ 8,264.00		
Administrative Fee			Estimated		Actual
	10% of Subtotal		\$ 826.40		
	TOTAL COSTS		\$ 9,090.40		



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VII-3

Staff Contact: Carol Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X4000

SUBJECT: Discuss and consider adoption of Ordinance 02-2021-421 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 01, 2021; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.

BACKGROUND/DISCUSSION

Passage of Ordinance 02-2021-421, will order the general election to elect City Council Place 1 and City Council Place 4 and authorize the Mayor to execute the Notice of Election for a General Election. The Notice of General Election will be posted and published in English, Spanish and Vietnamese. This notice describes the nature and date of the election; location and hours of the polling places; location, date and hours for early voting as prescribed by the Texas Secretary of State.

Additionally, the City will be conducting the Crowley ISD (Johnson County) Election; The CISD will pay all costs associated with their election and split personnel compensation costs.

FINANCIAL IMPACT

The total cost for conducting the joint 2019 General Election with the CISD was \$10,753.69. The City's portion of the election was \$6,299.73 and the CISD paid \$4,453.96. The CISD did not contract with the City for the 2020 Election and the pandemic created unusual circumstances which caused the cost of the 2020 election to exceed what is normally budgeted. The cost of the 2020 elections totaled approximately \$28,623.85.

RECOMMENDATION

Staff recommends adoption of Ordinance 02-2021-421 ordering the general election and authorizing the Mayor to execute the Notice of Election.

ATTACHMENTS

- Ordinance 02-2021-4215
- Election Order
- Notice of Election

ORDINANCE NO. 02-2021-421

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, CALLING FOR AND ORDERING A JOINT GENERAL ELECTION TO BE HELD ON MAY 1, 2021; APPOINTING AN ELECTION ADMINISTRATOR, VOTING CLERK, ELECTION JUDGE AND ALTERNATE ELECTION JUDGE; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DATES; PRESCRIBING THE HOURS; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for City Council members of the City of Crowley is required to be held on May 1, 2021, at which time the voters will elect persons to fill the positions of City Council Place 1 and City Council Place 4; and

WHEREAS, pursuant to the City Charter as amended in 2013 the offices of the Mayor and Council Members are for 3-year terms, and

WHEREAS, it is the intention of the City Council to designate polling places for the election, to appoint the necessary election officers, and to establish and set for the procedures for conducting the election; and

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

Section 1. General Election Called. An election is hereby called to elect for the position of City Council Place 1 and City Council Place 4 to serve a three (3) year term from May 2021 until May of 2024 or until their successors are duly elected and qualified. The election shall be held on May 1, 2021 between the hours of 7:00 a.m. and 7:00 p.m. at locations set forth in the Notice of Election.

Section 2. Joint Election Agreements Approved. The Joint Election Agreement for the Coordination of the Crowley Independent School District (CISD) General Election for JOHNSON COUNTY VOTERS with the City of Crowley (the “Joint Election Agreement”) attached hereto as Exhibit “A” and incorporated herein for all purposes is hereby approved; and the Mayor is authorized to execute the Joint Election Agreement. In the event of conflict between this Ordinance and the Joint Election Agreement, the Joint Election Agreement shall take precedence.

Section 3. Application for Place on Ballot. Qualified persons may file as candidates for the general election by filing applications in the office of the City Secretary, Monday- Friday from 8:00 a.m. to 5:00 p.m., starting January 13, 2021 and ending February 12, 2021.

Section 4. Appointment of Election Administrator and Voting Clerk. For both Tarrant County and Johnson County Voters, Carol Konhauser, City Secretary, (“Elections Administrator”)

is hereby designated as the Voting Clerk for both Early Voting and Election Day Voting, and she may appoint the necessary deputy clerks as required.

Section 5. Appointment of Election Judge and Alternate Election Judge. The following named individuals are hereby appointed to serve as election officer for the Election and Early Voting Ballot Board for the May 1, 2021 General Election:

Presiding Election Judge
Alternate Presiding Judge/Clerk

Theresa Freihage
Erin Hoffman and Santa Gutierrez

Section 6. Early Voting.

a. **Early voting by personal appearance.** The location for early voting shall be, for both Tarrant County and Johnson County, City of Crowley voters and Johnson County, Crowley Independent School District voters:

Crouch Event Center in Bicentennial Park
900 E Glendale St
Crowley TX 76036

Early voting by personal appearance shall commence April 19, 2021 and end on April 27, 2021 during the below listed hours.

Monday, April 19, 2021	8:00 a.m. until 5:00 p.m.
Tuesday, April 20, 2021	8:00 a.m. until 5:00 p.m.
Wednesday, April 21, 2021	8:00 a.m. until 5:00 p.m.
Thursday, April 22, 2021	8:00 a.m. until 5:00 p.m.
Friday, April 23, 2021	8:00 a.m. until 5:00 p.m.
Monday, April 26, 2021	7:00 a.m. until 7:00 p.m.
Tuesday, April 27, 2021	7:00 a.m. until 7:00 p.m.

b. **Early voting - *Ballot to be Voted by Mail.*** Applications for ballot to be voted by mail may be delivered to the respective County Elections Administrator by **US Postal Service, common or contract carrier, telephonic facsimile machine, or email**, not later than close of business on Tuesday, **April 20, 2021**. Applications for ballot to be voted by mail may also be delivered **in person** to the address listed below by the end of business on Friday, **April 16, 2021**.



Tarrant County (USPS):
Tarrant County Elections
P.O Box 961011
Fort Worth, TX 76161

(Express Courier)
Tarrant County Elections
2700 Premier St
Fort Worth, TX 76111

Tarrant County Fax: (817) 831-6118
Tarrant County Email: votebymail@tarrantcounty.com



Johnson County
Johnson County Elections Office
103 S Walnut St
Cleburne TX 76033

Johnson County Email: vote@johnsoncountytexas.org

Ballots to be voted by mail will be mailed to voters not later than the seventh (7) calendar day after verification by the voting clerk or the date the ballots become available for mailing, whichever occurs later.

The voting clerk must physically receive marked ballots by the last mail delivery on Election Day which is Saturday, May 1, 2021. If the ballot is being mailed from outside of the US, the ballot must be received by the last mail delivery on the fifth (5th) calendar day following the election which would be Thursday, May 6, 2021. Marked ballots may also be delivered in person **ONLY** on Election Day, May 1, 2021, while polls are open.

c. **Early voting Ballot Board.** Early voting, both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board which is hereby created. The Presiding Election Judge and Alternate Presiding Election Judge, appointed herein, shall serve as the presiding officer and alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board.

Section 7. Method of Voting. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the Election, in accordance with this Ordinance. Early Voting by personal appearance and Election Day voting shall be conducted by using the M100 Optical Scan Voting System or AutoMark Accessibility Unit and shall be conducted in accordance with the Election Code.

Section 8. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Texas Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 9. Publication and Posting of Notice of Election. Notice of the election shall be given as required by the Texas Election Code.

Section 10. Delivery of Returns. Immediately after the closing of the polls on the day of the election, the election officers named in this ordinance shall make and deliver the returns of the election in accordance with the Texas Election Code.

Section 11. Submissions to the Texas Secretary of State or United States Justice Department. The City Secretary of the City of Crowley or her designee is authorized to make such submissions as are necessary to the Texas Secretary of State or the United States Justice Department, if any, to seek pre-clearance for any changes in voting practices.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 13. Effective Date. This ordinance shall be effective upon its adoption.

(Signatures on next page)

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2021.

CITY OF CROWLEY, TEXAS

Billy P. Davis
MAYOR

ATTEST:

Carol C. Konhauser
CITY SECRETARY

APPROVED AS TO FORM:

Rob Allibon
CITY ATTORNEY

ORDER OF ELECTION FOR MUNICIPALITIES
(ORDEN DE ELECCION PARA MUNICIPIOS)
(Lệnh bầu cử cho các thành phố)

An election is hereby ordered to be held on May 1, 2021, from 7:00 a.m. to 7:00 p.m. for the purpose of conducting a General Election to elect the Office of the City Council Place 1 and City Council Place 4.

(Por la presente se ordena que se llevará a cabo una elección el 1 de mayo de 2021 desde las 7:00 a.m. hasta las 7:00 p.m. el propósito Tener una Elección General para elegir miembros del concejo lugar 1 y 4.)

(Một cuộc bầu cử theo lệnh được tổ chức vào ngày 1 tháng 5 năm 2021, từ 7:00 sáng đến 7:00 tối. với mục đích tiến hành Tổng tuyển cử để bầu Văn phòng Hội đồng Thành phố 1 và Hội đồng Thành phố 4.)

Early Voting by personal appearance for City of Crowley, Tarrant County and Johnson County voters will be conducted each weekday between April 19, 2021 through April 27, 2021 at the Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 as follows:

(La votación en adelantada en persona para los votantes de la Ciudad de Crowley y los Condados de Tarrant y Johnson se llevara acabo el 19 de abril, 2021 haste el 27 de abril, 2021 en el Crouch Event Center en Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 de la siguiente manera:)

(Bỏ phiếu sớm bằng cách xuất hiện cá nhân cho các cử tri của Thành phố Crowley, Hạt Tarrant và Hạt Johnson sẽ được tiến hành mỗi ngày trong tuần từ ngày 19 tháng 4 năm 2021 đến ngày 27 tháng 4 năm 2021 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 19 - 23, 2021 <i>(19 al 23 de abril de 2021)</i> <i>(Ngày 19 đến 23 tháng 4 năm 2021)</i>	Monday-Friday <i>(Lunes-Viernes)</i> <i>(Thứ Hai đến thứ Sáu)</i>	8:00 am- 5:00 pm <i>(8:00 am- 5:00 pm)</i> <i>(8:00 sáng đến 5:00 chiều)</i>
April 24 & 25, 2021 <i>(24 y 25 de abril de 2021)</i> <i>(Ngày 24 và 25 tháng 4 năm 2021)</i>	Saturday & Sunday <i>(sábado y domingo)</i> <i>(thứ bảy và chủ nhật)</i>	NO VOTING <i>(Sin votación)</i> <i>(Không bỏ phiếu)</i>
April 26 & 27, 2021 <i>(26 y 27 de abril de 2021)</i> <i>(Ngày 26 và 27 tháng 4 năm 2021)</i>	Monday & Tuesday <i>(lunes y martes)</i> <i>(Thứ hai và thứ ba)</i>	7:00 am – 7:00 pm <i>(7:00 am – 7:00 pm)</i> <i>(7:00 sáng đến 7:00 tối)</i>

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

(Đơn xin bỏ phiếu qua thư sẽ được gửi đến:)

City Hall
Attn: Carol Konhauser
201 East Main Street
Crowley, Texas 76036

Applications can be scanned with an original signature and emailed to ckonhauser@ci.crowley.tx.us

(Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a

ckonhauser@ci.crowley.tx.us)

(Các ứng dụng có thể được quét bằng chữ ký gốc và gửi qua email tới ckonhauser@ci.crowley.tx.us)

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 20, 2021.

(Las solicitudes para boletas que se votaron en ausencia por correo deberán recibirse para el fin de las horas de negocio el martes, 20 de abril, 2021)

(Đơn xin phiếu bầu qua thư phải được nhận không muộn hơn ngày kết thúc kinh doanh vào thứ ba ngày 20 tháng 4 năm 2021.)

Issued this the 4th day of February 2021. (Emitada este día 4 de febrero, 2021) (Phát hành này vào ngày 4 tháng 2 năm 2021.)

Billy P. Davis
Signature of Mayor
(Firma del Alcalde)
(Chữ ký của Thị trưởng)

Johnny Shotwell
Signature of Council Member 1
Firma de la Miembro del Consejo 1
(Chữ ký của thành viên Hội đồng 1)

Jerry Beck
Signature of Council Member 2
Firma de la Persona del Consejo 2
(Chữ ký của thành viên Hội đồng 2)

Jesse Johnson
Signature of Council Member 3
Firma de la Persona del Consejo 3
(Chữ ký của thành viên Hội đồng 3)

Carl T. Weber, III
Signature of Council Member 4
Firma de la Persona del Consejo 4
(Chữ ký của thành viên Hội đồng 4)

Jimmy McDonald
Signature of Council Member 5
Firma de la Persona del Consejo 5
(Chữ ký của thành viên Hội đồng 5)

Christine Gilbreath
Signature of Council Member 6
Firma de la Persona del Consejo 6
(Chữ ký của thành viên Hội đồng 6)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)
(Thông báo bầu cử)

To the Registered Voters of the City of Crowley, Texas:

(a los votantes registrados de la Ciudad de Crowley, Texas)

(Gửi đến những người bỏ phiếu đã đăng ký của Thành phố Crowley, Texas:)

Notice is hereby given that the polling place(s) listed below will be open from 7:00 a.m. to 7:00 p.m., on May 1, 2021, for voting in a general election to elect the Office of City Council Place 1 and Place 4.

(Notifíquese, por lo presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el día 1 de mayo, 2021, para votar en la Elección General para miembros del concejal lugar 1 y 4.)

(Thông báo được đưa ra rằng (các) địa điểm bỏ phiếu được liệt kê dưới đây sẽ mở cửa từ 7:00 sáng đến 7:00 tối, ngày 1 tháng 5 năm 2021, để bỏ phiếu trong một cuộc tổng tuyển cử để bầu Văn phòng Hội đồng Thành phố 1 và Địa điểm 4.)

LOCATION OF POLLING PLACE(S) ON ELECTION DAY

(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)

(VỊ TRÍ CỦA NƠI SAU (S) VÀO NGÀY BẦU CỬ)

TARRANT COUNTY VOTERS
(VOTANTES DEL CONDADO TARRANT)
(VOTERS QUẬN TARRANT)

JOHNSON COUNTY VOTERS
(VOTANTES DEL CONDADO JOHNSON)
(VOTERS QUẬN JOHNSON)

Crouch Event Center at Bicentennial Park
900 East Glendale Street
Crowley, Texas 76036

Early Voting by personal appearance for City of Crowley, Tarrant County and Johnson County voters will be conducted each weekday between April 19, 2021 through April 27, 2021 at the Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 as follows:

(La votación en adelantada en persona para los votantes de la Ciudad de Crowley y los Condados de Tarrant y Johnson se llevara acabo el 19 de abril, 2021 hasta el 27 de abril, 2021 en el Crouch Event Center en Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 de la siguiente manera:)

(Bỏ phiếu sớm bằng cách xuất hiện cá nhân cho các cử tri của Thành phố Crowley, Hạt Tarrant và Hạt Johnson sẽ được tiến hành mỗi ngày trong tuần từ ngày 19 tháng 4 năm 2021 đến ngày 27 tháng 4 năm 2021 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 19 - 23, 2021 (19 al 23 de abril de 2021) (Ngày 19 đến 23 tháng 4 năm 2021)	Monday-Friday (Lunes-Viernes) (Thứ Hai đến thứ Sáu)	8:00 am- 5:00 pm (8:00 am- 5:00 pm) (8:00 sáng đến 5:00 chiều)
April 24 & 25, 2021 (24 y 25 de abril de 2021) (Ngày 24 và 25 tháng 4 năm 2021)	Saturday & Sunday (sábado y domingo) (thứ bảy và chủ nhật)	NO VOTING (Sin votación) (Không bỏ phiếu)
April 26 & 27, 2021 (26 y 27 de abril de 2021) (Ngày 26 và 27 tháng 4 năm 2021)	Monday & Tuesday (lunes y martes) (Thứ hai và thứ ba)	7:00 am – 7:00 pm (7:00 am – 7:00 pm) (7:00 sáng đến 7:00 tối)

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

(Đơn xin bỏ phiếu qua thư sẽ được gửi đến:)

TARRANT COUNTY VOTERS
(VOTANTES DEL CONDADO TARRANT)
(VOTERS QUẬN TARRANT)

JOHNSON COUNTY VOTERS
(VOTANTES DEL CONDADO JOHNSON)
(VOTERS QUẬN JOHNSON)

City Hall
Attn: Carol Konhauser
201 East Main Street
Crowley, Texas 76036

Applications can be scanned with an original signature and emailed to ckonhauser@ci.crowley.tx.us

(Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a

ckonhauser@ci.crowley.tx.us)

(Các ứng dụng có thể được quét bằng chữ ký gốc và gửi qua email tới ckonhauser@ci.crowley.tx.us)

Applications for ballots by mail must be received no later than the close of business on:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

(Đơn xin phiếu bầu qua thư phải được nhận không muộn hơn ngày kết thúc kinh doanh vào:)

Tuesday, April 20, 2021 (martes, 20 de abril, 2021) (Thứ ba ngày 20 tháng 4 năm 2021)

Issued this the 4th day of February, 2021

(Emitada este día 4 de febrero, 2021)

(Phát hành vào ngày 4 tháng 2 năm 2021)

Billy P. Davis, Mayor

(Firma del Alcalde)

(Thị trưởng thành phố)



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VII-4

Staff

Carol Konhauser

Contact:

City Secretary

E-mail:

ckonhauser@ci.crowley.tx.us

Phone:

817-297-2201-X4000

SUBJECT: Discuss and consider approval of a Lease Agreement between Johnson County and the City of Crowley for the lease of Voting Equipment (Auto Mark) for Early Voting and Election Day Voting for the General Election to be held on May 01, 2021, City of Crowley voters and authorizing the Mayor to execute said agreement.

BACKGROUND/DISCUSSION

The Help America Vote Act (HAVA) requires voting systems accessible for individuals with disabilities, including, non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters. Currently, the City does not have a HAVA compliant voting system and will need to lease one from Johnson County for the upcoming election.

FINANCIAL IMPACT

The cost is \$350.00 per machine, we will only be required to have one (1) to be used during Early Voting/ Election Day; as indicated in the contract for election services. This is the same cost we have paid to lease the machine for the past several years.

RECOMMENDATION

Staff recommends approval of the agreement to proceed with the upcoming elections.

ATTACHMENTS

- Lease Agreement for the Voting Equipment with Johnson County (AutoMark)

VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and

LESSEE: CITY OF CROWLEY

THIS AGREEMENT is entered on this _____ day of, _____ 2021, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas (“County”) and City of Crowley hereinafter referred to as “Lessee”. Lessee herein is a political subdivision of the State of Texas, being either a City or a School District or other Special District.

RECITALS:

WHEREAS, public convenience will be furthered by authorizing the Lessee to utilize voting machines owned by Johnson County, Texas.

WHEREAS, Lessee has requested County to lease to Lessee one or more (depending upon availability) AutoMark Voting Machines (hereafter “Voting Machines”) for recording votes.

WHEREAS, Lessee desires to contract with JOHNSON COUNTY for the use of voting machines described as AutoMark Voting Machines for Lessee’s election and run-off election if necessary.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$350.00 per machine paid in advance**. Said payment is for a period of **April 15, 2021** through **May 4, 2021** and is due on **April 15, 2021**. Lessee agrees to pay at the time of pick up, the amount of the equipment lease as established herein.
2. In the event Lessee needs to have a run-off election, this Agreement shall be extended for the time necessary for Lessee to conduct its run-off election upon Lessee’s notification to County of the run-off election. Lessee will owe County an additional \$350.00 per voting machine leased by Lessee. Any additional fees owed to County by Lessee for the use of the voting machines for the run-off election will be invoiced by County upon Lessee’s notification to County of the run-off election. Lessee shall pay said invoiced amount to County within thirty (30) days of the receipt of the invoice from County.
3. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee’s payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written request by County.

4. County shall supply the Lessee with (1) (number of AutoMark machines).
5. **Lessee is responsible for the following actions or functions:**
 - A. Pick-Up and Delivery of equipment back to the Elections Administrator's Office within 24 hours after an election.
 - B. Ordering Optical Scan Ballots for the AutoMark
 - C. Contacting ES&S for coding of AutoMark voting machines.
 - D. Theft or damage to the AutoMark voting machines.
6. Lessee shall designate employees in a hierarchy at each location to be in charge of operations who will oversee the receipt, care custody and control of the machines ("Designated Employees"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the operation of the machines for the Designated Employees.
7. Any entity leasing a machine shall arrange to have at least one person at training. The Lessee bears any costs of training personnel. The Elections Administrator will also train persons in using the AutoMark upon pick up. Any additional training provided by the Elections Administrator will be at a rate of \$100.00 per day per person.
8. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all inventory and supplies furnished by Johnson County. The Johnson County Elections Administrator will notify Lessee in writing of any missing and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is made. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.
9. County is not responsible for the operation of the machines or the failure to operate the machines in a properly or accurate manner. Lessee agrees to defend, indemnify, and hold harmless Johnson County against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever.
10. Lessee hereby agrees to indemnify and hold harmless County and its officers and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator
P.O. Box 895
103 S Walnut St.
Cleburne, Texas 76033

LESSEE:

Name of Entity: City of Crowley

Name of Contact: Carol Konhauser

Address for Notice: 201 E. Main St.
Crowley, Texas 76036

Telephone Number: 817-297-2201 ext. 4000

Email: ckonhauser@ci.crowley.tx.us

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or any other similar relationship between the

parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

19. Johnson County is not obligated and is not expected to engage in litigation or file suit for the benefit of lessee pursuant to this contract. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Johnson County against all claims, costs and expenses arising from Johnson County or the Johnson County Elections Office's actions associated with this agreement.

20. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

22. This agreement replaces all other agreements or contracts by and between the Parties hereto as they pertain to lease of voting machines.

23. This agreement is to become effective upon execution after the approval of the Lessee to which it pertains acting by and through its governing body and execution by Judge Roger Harmon after approval by the Commissioners Court of Johnson County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

County of Johnson:

Lessee:

Date: _____

Date: _____

Roger Harmon
County Judge

Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Becky Ivey, County Clerk
Johnson County

Patty Bourgeois, Elections Administrator
Johnson County



City of Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VII-5

Staff Contact: Rachel Roberts

E-mail: rroberts@ci.crowley.tx.us

Phone: 817/297-2201 x 3030

SUBJECT: Discuss and consider approval of a preliminary plat for Magnolia Estates, an approximately 4.98 acre tract in the A B Fryear Survey, Abstract 535, and John Haynes Survey, Abstract 775, located at 600 S Magnolia across from the railroad crossing at Hampton Rd. Case # PP-2021-001

Staff's assessment is that the plat meets all requirements for approval, but some changes are needed to the preliminary plans.

BACKGROUND AND OVERVIEW	
Request	Preliminary plat for 23 residential lots, 1 detention lot
Applicant	Cross Engineering, representing C20 Development, LLC
Location	600 S Magnolia, where Magnolia dead-ends at the railroad crossing
Zoning Classification	SF 6.0 single family residential
Surrounding Uses	Single-family residential; two-family residential; multi-family
Future Land Use Plan Designation	Medium Density Single Family Residential
Staff Recommendation	Conditional approval
Planning & Zoning Commission Recommendation	Conditional approval

CURRENT STATUS OF PROPERTY

This property is an infill site, with adjacent properties developed as various residential uses types. The site is located between the Stonebrook neighborhood (to the north) and the Landmark and Palladium apartments (to the south). To the west is the two-family residential portion of the Creekside neighborhood. Across Magnolia is a railroad line and the intersection with Hampton Rd.

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The comprehensive land use plan classifies this property as **Medium Density Single Family Residential**.

The purpose of this land use category is to allow small lot single family development to make efficient use of land in close proximity to commercial corridors while providing new home ownership opportunities.

The comprehensive plan says the category is most appropriate for infill sites and can be used as a buffer between high-density and low-density residential areas. In this case, the site is an infill property between single family residential (Stonebrook) and multi-family (Palladium and Landmark).

Staff considers this plat to be in conformance with the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

In addition to conformance with the comprehensive land use plan, plats must also comply with applicable city regulations in order to be approved.

PUBLIC WORKS / INFRASTRUCTURE REQUIREMENTS

The Fire and Public Works departments have asked for one of the fire hydrants in the preliminary plans to be moved. This should not affect lot lines or anything shown on the plat, but will need to be corrected before the city signs off on the preliminary plat and approves it to proceed to the final plat stage. In addition, an 8” water line shown in the plans needs to be extended. The exact location of the extension is still being discussed with the developer’s engineer. Like the fire hydrant, this will not affect what is shown in the plat but will need to be resolved before the city can sign off on the preliminary plat.

ZONING DISTRICT AND GENERAL DEVELOPMENT REQUIREMENTS

REQUIREMENTS FROM THE ZONING ORDINANCE.

The proposed plat meets the lot size and other applicable requirements for the zoning district.

REQUIREMENTS FROM THE GENERAL DEVELOPMENT ORDINANCE.

City code permits cul-de-sac streets to be a maximum of 600 feet in length. The street shown on the plat is approximately 640 feet in length. The city engineer, Public Works Department, and Fire Department reviewed the variance request and have no objection to it being granted. All other requirements of the general development ordinance have been met.

STAFF RECOMMENDATION

Staff recommends approval of the preliminary plat, with the variance, on the condition that the development cannot proceed to the final plat stage until the preliminary plans have been approved by the city.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission considered this case during its regular meeting on January 25 and voted to recommend approval with the variance under the conditions discussed by staff (approval of the plans, including the water line extension, before proceeding to final plat).

ACTION BY THE CITY COUNCIL

Sample motions are provided below. If the motion is to approve, it should address whether the variance

requested is to be granted.

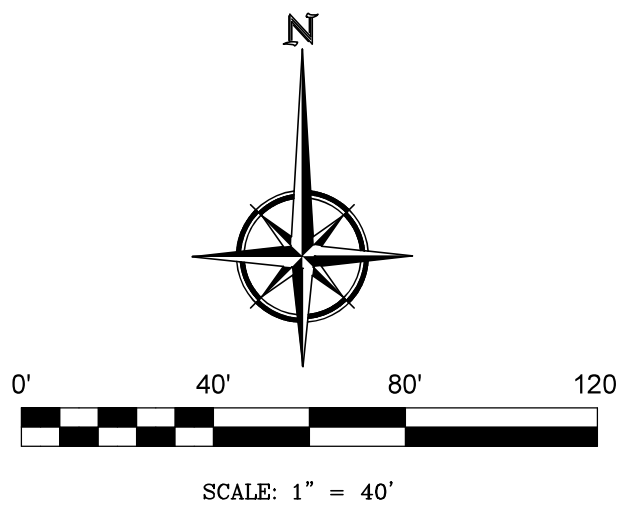
Approval: I find that the request is in compliance with the comprehensive plan and meets city requirements. I make a motion to approve the preliminary plat for Magnolia Estates.

Approval with Conditions: I find that the request is in compliance with the comprehensive plan and will meet city requirements under certain conditions. I make a motion to approve the preliminary plat for Magnolia Estates with the following conditions [list conditions].

Deny: Based on the information presented, I find that the proposed plat does not meet city requirements [OR does not conform to the comprehensive plan] and make a motion to deny the preliminary plat for Magnolia Estates.

ATTACHMENTS:

- Map showing property location, future land use plan, and zoning
- Plat drawing
- Application and written statement requesting variance (email from applicant)
- Letter from the city's engineer



LEGEND

	BOUNDARY LINE
	ADJOINER BOUNDARY LINE
	LOT LINE
	R.O.W. CENTERLINE
	SURVEY ABSTRACT LINE
	CONTOUR LINE

GENERAL NOTES

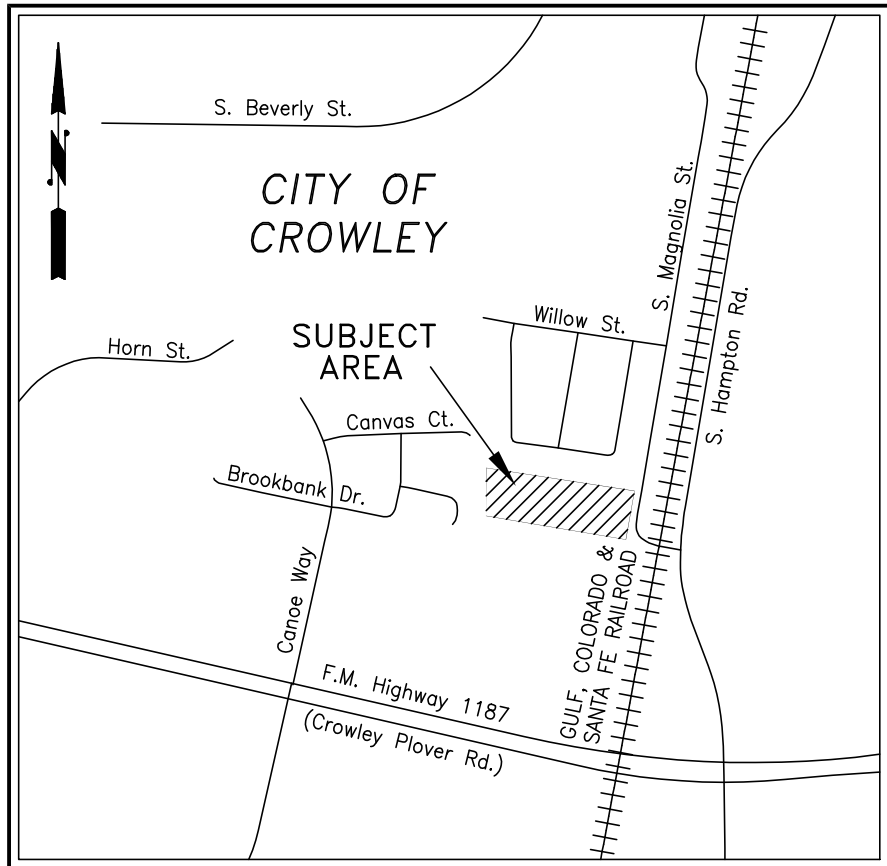
- The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.
- The bearings shown hereon are referenced to N 80°24'52" W along the north line of Lot 1, Block A of Palladium Crowley Addition according to the plat recorded in Instrument No. D218271638 of the Plat Records of Tarrant County, Texas.
- The controlling monuments held by this Surveyor are as follows: The 5/8 inch iron rod found at the southwest corner of the Subject Tract and the 5/8 inch iron rod found with cap at the northeast corner of the Subject Tract.
- Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State of Texas statutes and is subject to fines and withholding of utilities and building permits.
- Lot 1X Detention Area is dedicated/conveyed to Magnolia Estates Home Owners Association (HOA) which is responsible for the maintenance of the lot.

ABBREVIATIONS

Inst. = Instrument
Cab. = Cabinet
Pg. = Page
D.R.T.C.T. = Deed Records, Tarrant County, Texas
P.R.T.C.T. = Plat Records, Tarrant County, Texas
IRF = (size) Iron Rod Found
CM = Controlling Monument
S = Survey Abstract Line
IRF = Iron Rod Found
B.L. = Building Line
B.T.P. = By This Plat
SF = Square Footage
AC = Acres

VICINITY MAP

Scale: 1" = 1,000'



CITY BENCHMARK:

MON 34 = City of Burleson Aluminum Survey Monument stamped "City of Burleson geodetic control monument Burleson on 34 207" located at the northeast corner of a curb inlet located at the southwest corner of Alsbury Blvd. and Hemphill St. Elev. = 750.58

SITE BENCHMARK:

BM-1 = "X" in the southeast corner of concrete pad around a sanitary sewer manhole south of S. Magnolia Street and approximately 55' southeast of the southeast corner of the subject property. Elev.=767.56

FLOOD_ZONE_NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 4843900430L (effective date March 20, 2019) published by the Federal Emergency Management Administration for Tarrant County, Texas and based upon said scaled map and graphic plotting, such review indicates that the Subject Parcel lies with "ZONE X" (un-shaded) outside of the 100 Year Flood Plain.

SITE ZONING

ZONING CLASSIFICATION - SF-6.0 (Single-Family Residential District).

PLAN SUMMARY TABLE	
Total Acreage	4.981 Acres
Total Number Of Lots	24 Lots
Zoning Classification	SF-6.0
Minimum Lot Size	6,000 Square Feet
Minimum Dwelling Size	1,200 Square Feet
Density Per Acre	4.818 Lots per Acre

Preliminary Plat for Review Purposes Only
Recommended for approval

Richard Adams
Chairman, Planning and Zoning Commission
City of Crowley, Texas

_____/_____/2021
Date

Approved for preparation of Final Plat

Billy P. Davis
Mayor, City of Crowley, Texas

_____/_____/2021
Date

"A variance is being sought to allow the cul-de-sac street length to exceed 600 feet."

ENGINEER/APPLICANT

JON DAVID CROSS, P.E.
CROSS ENGINEERING CONSULTANTS, INC.
1720 W. Virginia Street
McKinney, Texas 75069
972-562-4409
JDC@crossengineering.biz

OWNER/DEVELOPER

C20 DEVELOPMENT, LLC
Cooper Conger, Manager
4450 Oak Park Lane
P.O. Box 101654
Fort Worth, TX 76109
208-866-0166

PRELIMINARY PLAT

MAGNOLIA ESTATES
LOTS 1-23, and Lot 1X, BLOCK A
4.981 ACRES

situated in the
ZONING SF-6.0 (Single Family)
A.B. Fryrear Survey, Abstract No. 535
John Haynes, Abstract No. 775
City of Crowley, Tarrant County, Texas

RINGLEY & ASSOCIATES, INC. SURVEYING MAPPING Texas Firm Registration No. 10061300 701 S. Tennessee - McKinney, Texas 75069 (972) 542-1266					
Drawn by	Date	Scale	Job	Title	Sheet
Mark Hall	11/04/20	1" = 40'	19042	19042-PP.DWG	1 of 2

OWNER'S CERTIFICATE

STATE OF TEXAS)
COUNTY OF TARRANT)(

WHEREAS, C20 DEVELOPMENT LLC, is the owner of that certain tract of land situated in the City of Crowley, in the A.B. Fryrear Survey, Abstract No. 535 and the J.W. Haynes Survey, Abstract No. 775 of Tarrant County, Texas and being all of that certain called 4.981 acre tract of land described in a General Warranty Deed to C20 Development LLC, dated August 19, 2020 and recorded in Instrument No. D220207616, Deed Records, Tarrant County, Texas (D.R.T.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod found on the west right-of-way line of S. Magnolia Street (55' wide right-of-way at this point) for the northeast corner of the above described C20 Development tract and same being the southeast corner of Stonebrook Addition, Phase III, an addition to the City of Crowley, according to the plat thereof, recorded in Cabinet A, Page 7172. Plat Records, Tarrant County, Texas (P.R.T.C.T.);

THENCE: South 10 deg. 11 min. 18 sec. West, along the common line of said C20 Development tract and S. Magnolia Street, a distance of 274.11 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for the southeast corner of said C20 Development tract and same being on the north line of that certain 14.900 acre tract of land described in a deed to Palladium Crowley 14.91, LLC, recorded in Instrument No. D218276570, D.R.T.C.T.;

THENCE: North 80 deg. 24 min. 52 sec. West, departing from S. Magnolia Street, along the common line of said C20 Development and 14.900 acre tracts, at a distance of 548.47 feet, passing a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for the northwest corner of said 14.900 acre tract and same being the northeast corner of Lot 1, Block A of Palladium Crowley Addition, an addition to the City of Crowley, according to the plat thereof, recorded in Instrument No. D218271638, P.R.T.C.T. and continuing along the common line of said C20 Development tract and Palladium Crowley Addition for a total distance of 784.63 feet to a 5/8 inch iron rod found for the southwest corner of said C20 Development tract, the most northerly northwest corner of said Palladium Crowley Addition and same being on the east line of Creekside, Phase 1A, an addition to the City of Crowley, according to the plat thereof, recorded in Cabinet A, Page 10390, P.R.T.C.T.;

THENCE: North 00 deg. 07 min. 14 sec. East, along the common line of said C20 Development tract and Creekside addition, a distance of 266.34 feet to a 5/8 inch iron rod found for the northwest corner of said C20 Development tract and same being the southwest corner of Stonebrook Addition, Phase II, an addition to the City of Crowley, according to the plat thereof, recorded in Cabinet A, Page 4841, P.R.T.C.T.;

THENCE: South 81 deg. 11 min. 55 sec. East, along the common line of said C20 Development tract and Stonebrook Addition, Phase II, at a distance of 260.33 feet, passing the southeast corner of said Phase II and the southwest corner of Stonebrook Addition, Phase IV, recorded in Cabinet A, Page 6730, P.R.T.C.T., continuing along the common line of said C20 Development tract and Phase IV, at a distance of 527.03 feet, passing the southeast corner of Phase IV and the southwest corner of the above described Stonebrook Addition, Phase III and continuing along the common line of said C20 Development tract and Phase III for a total distance of 831.39 feet to the POINT OF BEGINNING and containing 216,978 square feet or 4.981 acres of land.

SURVEYOR'S CERTIFICATE

This is to certify that I, **LAWRENCE H. RINGLEY**, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey made under my supervision on the ground, and all monuments and corner pins shown exist and are correctly described and are properly marked on the ground, and this plat correctly represents the survey made by me.

DATED this the _____ day of _____, 2021.

PRELIMINARY
RELEASED 1/14/20 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

STATE OF TEXAS)
COUNTY OF COLLIN)(

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **LAWRENCE H. RINGLEY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

OWNER'S CERTIFICATE OF DEDICATION

NOW, THEREFORE, known all men by these presents:

That C20 Development, LLC., through the undersigned authority do/does hereby adopt this plat designating the hereinabove described property as MAGNOLIA ESTATES, LOTS 1-23 & LOT 1-X, BLOCK A, an addition to the City of Crowley, Tarrant County, Texas, AND does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Crowley and all public utilities desiring to use, or using same. No building, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat. The City of Crowley and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements strips, and the City of Crowley and any public utility shall at all times have the right of ingress and egress to and from and upon any said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of a three-foot radius from the center point of all fire hydrants and a two-foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes) is hereby granted to the City of Crowley for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the expectations and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat.

Cooper Conger, Manager
C20 Development, LLC

STATE OF TEXAS)
COUNTY OF TARRANT)(

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **COOPER CONGER**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

Preliminary Plat for Review Purposes Only
Recommended for approval

Chairman, Planning and Zoning Commission
City of Crowley, Texas

Richard Adams
_____/_____/2021
Date

Approved for preparation of Final Plat

Mayor, City of Crowley, Texas

Billy P. Davis
_____/_____/2021
Date

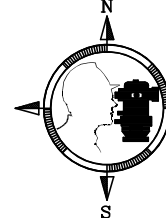
"A variance is being sought to allow the cul-de-sac street length to exceed 600 feet."



PRELIMINARY PLAT
MAGNOLIA ESTATES
LOTS 1-23, and Lot 1X, BLOCK A
4.981 ACRES
situated in the
ZONING SF-6.0 (Single Family)
A.B. Fryrear Survey, Abstract No. 535
John Haynes, Abstract No. 775
City of Crowley, Tarrant County, Texas

ENGINEER/APPLICANT
JON DAVID CROSS, P.E.
CROSS ENGINEERING CONSULTANTS, INC.
1720 W. Virginia Street
McKinney, Texas 75069
972-562-4409
JDC@crossengineering.biz

OWNER/DEVELOPER
C20 DEVELOPMENT, LLC
Cooper Conger, Manager
4450 Oak Park Lane
P.O. Box 101654
Fort Worth, TX 76109
208-866-0166

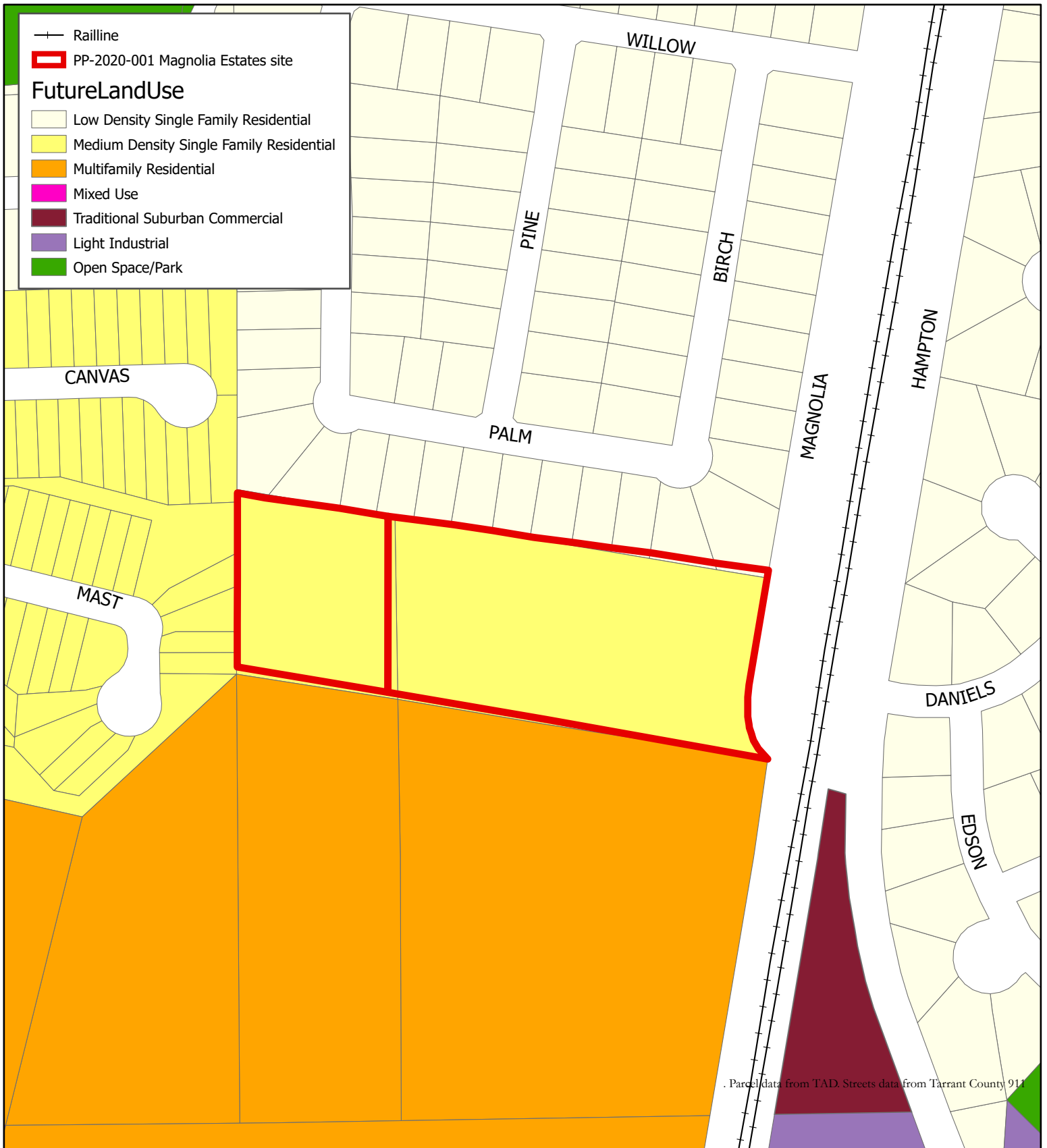
<div><div>RINGLEY & ASSOCIATES, INC.<div>SURVEYING MAPPING Texas Firm REGISTRATION No. 10061300 701 S. Tennessee - McKinney, Texas 75069 (972) 542-1266</div></div></div>					
Drawn by	Date	Scale	Job	Title	Sheet
Mark Hall	11/04/20	N.T.S.	19042	19042-PP.DWG	2 of 2



0 100 200 Feet

PP-2021-001
Future Land Use Plan

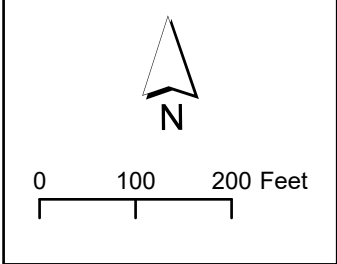
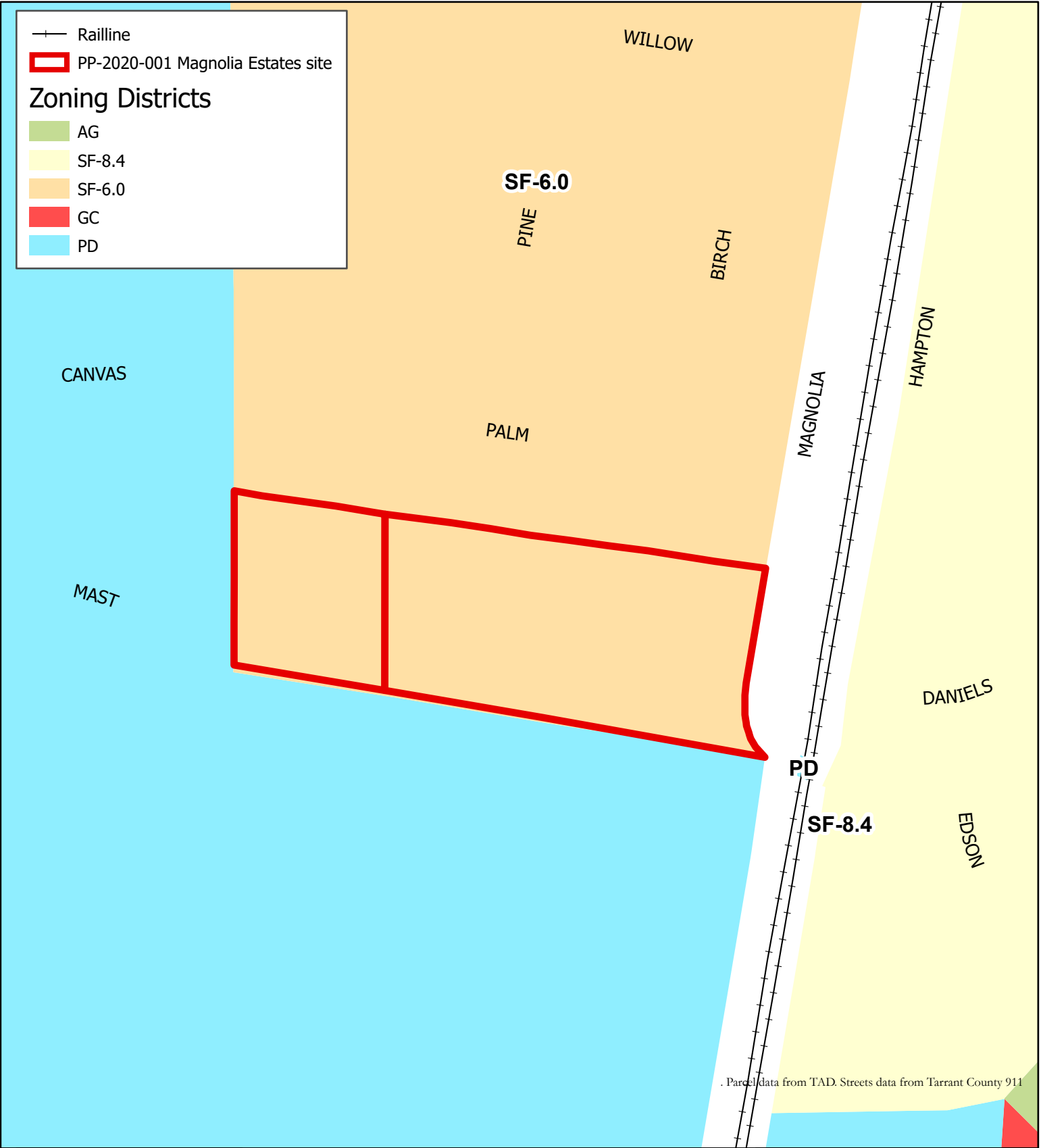




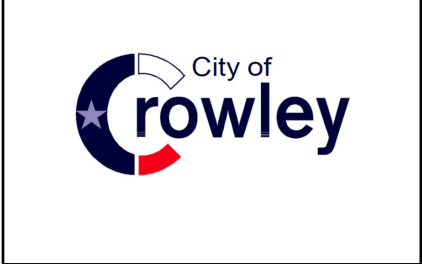
0 100 200 Feet

PP-2021-001
Future Land Use Plan





PP-2021-001
Zoning of Site





CITY OF CROWLEY PLAT APPLICATION

Application Requirements: Official tax certificates (one for each parcel) and applicable fees must be included with the plat application. Applications must also include either: 1) a completed Civil Plan Review application or 2) a letter of approval from the Public Works Department stating that the civil plans for this project have been approved or that plans are not required. Incomplete applications will not be accepted. The applicant is required to submit sufficient information that describes and justifies the proposal. See the attached checklist for minimum requirements.

Select the applicable plat type below:

X	Preliminary Plat		Minor Plat
	Final Plat		Amending Plat
	Replat		Vacating Plat

Property Information

Project Name Magnolia Estates

Project Address 600 S. Magnolia Street

Survey / Abstract,
Tract(s) A.B. Fryrear, A-535 and John Haynes, A-775

Addition, Block, Lots Magnolia Estates, Block A, Lots 1-23 and Lot 1X

Project Description Single Family Subdivision

Gross Acreage 4.981 Zoning SF 6.0

of Lots Proposed 24

Applicant & Owner Information

Applicant Dwayne Zinn Company Cross Engineering Consultants, Inc.

Applicant Address 1720 W. Virginia St., McKinney, TX 75069

Telephone No 972-562-4409 Email _____

Ownership Status (check one) ☐ Property owner ☒ Authorized Representative ☐ Other (specify below)

If applicant is not the property owner:

Owner C20 Development, LLC

Owner Address 4450 Oak Park Lane, Fort Worth, TX 76109

Telephone No 208-866-0166 Email _____



CITY OF CROWLEY PLAT APPLICATION

Developer C20 Development, LLC
Address 4450 Oak Park Lane, Fort Worth, TX 76109
Telephone No 208-866-0166 Email

Engineer Jon David Cross, P.E. Company Cross Engineering Consultants, Inc.
Address 1720 W. Virginia St., McKinney, TX 75069
Telephone No 972-562-4409 Email

Surveyor Lawrence Ringley Company Ringley & Associates, Inc.
Address 701 S. Tennessee St., McKinney, TX 75069
Telephone No 972-542-1266 Email

Land Planner N/A Company
Address
Telephone No Email

Point of contact: This person will be the primary point of contact for all matters concerning this plat application.

Name N/A Company

If applicant is not the point of contact:

Address Telephone No

City, State, Zip Email

SIGNATURE OF APPLICANT

A notarized letter of authorization from the property owner is required if the applicant is not the owner.

SIGNATURE 

DATE 12-4-2020

PRINTED NAME Dwayne Zinn

From: [Cooper Conger](#)
To: [Rachel Roberts](#)
Cc: [Corinne Shaw](#)
Subject: Magnolia - stub road support
Date: Wednesday, January 13, 2021 12:00:56 PM
Attachments: [IMG_9363.PNG](#)

CAUTION: Don't be quick to click. This e-mail originated from outside of the City of Crowley private network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rachel - we thought we as the developer/land owner should give our thoughts and reasons for why the variance should be accepted.

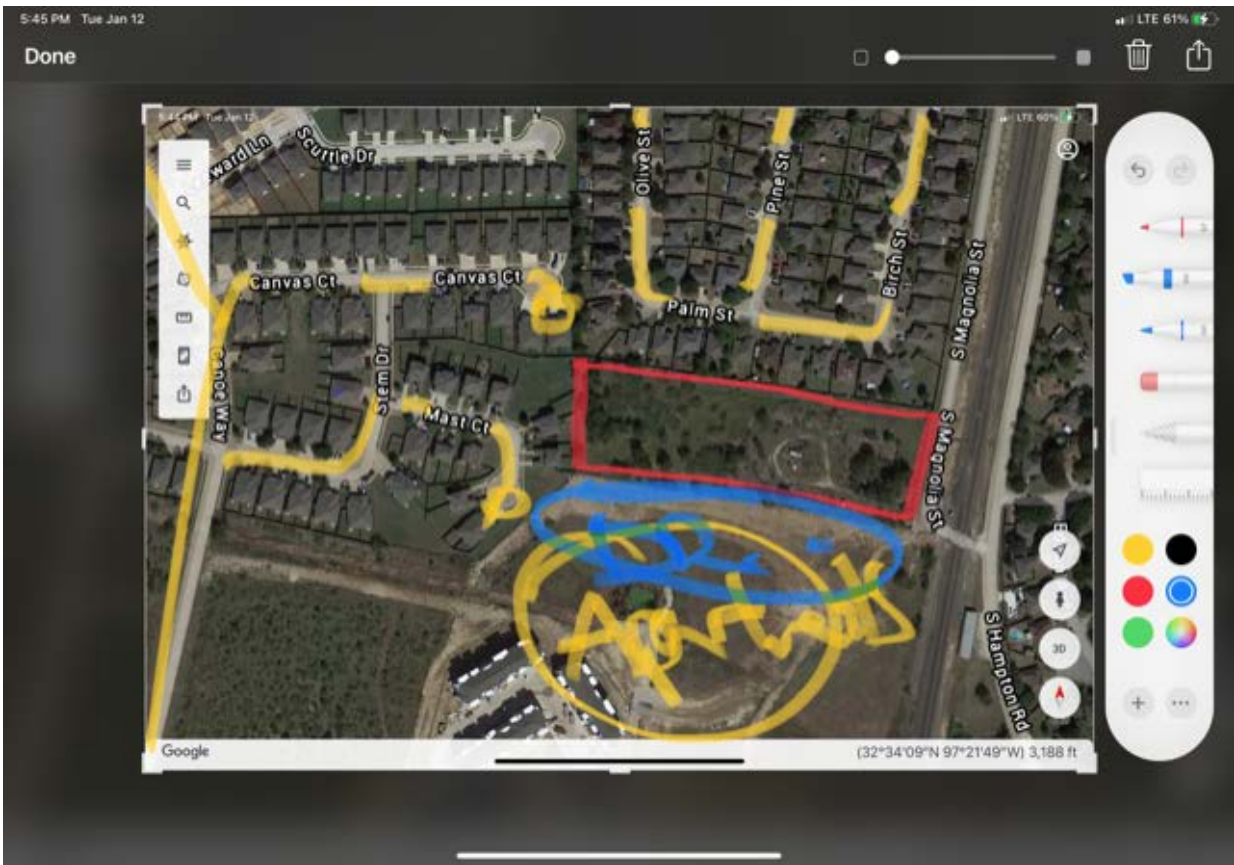
The culdesac proposed length is 43 feet longer than code allows. This is worth the exemption for the following reasons.

- we as the land owner did not cause this length issue; it was caused by previously approved City projects not providing a stub road to a land locked parcel that is 815' in depth.
- the single family development to the North did not stub to our land with its approval process.
- the single family development to the West did not stub to this land locked parcel with its approval process.
- the Palladium Apartment project to the South is approved and has what appears to be storm drainage encumbering the land to our South with no stub road in its approval process.

There is absolutely no other option than using a culdesac roadway system in the design of our submitted project. The additional 43 lineal feet of roadway does not produce an increased risk to life safety. We take life safety very serious and this variance in no way compromises that.

Clearly, an option to stub to an existing roadway would be the best scenario but previously planning approvals has taking away that opportunity.

With all of the information provided and a culdesac roadway that is 43' longer than code; we respectfully request an approval of this variance.



Thank you,

Cooper Conger
208.866.0166



www.tnplnc.com

engineers
surveyors
landscape architects

Memorandum

To: Rachel Roberts
From: Greg D. Saunders, P.E.
cc: CRO 20008
Date: January 18, 2021
RE: **Magnolia Estates Preliminary Plat 2nd Review**

Rachel,

I have reviewed the preliminary plat submittal for the above referenced project and offer the following comments:

PRELIMINARY PLAT

1. No Comments.

PRELIMINARY UTILITY PLAN

1. Extend the 8" water line in Magnolia Street north, connecting to the existing water main just south of Willow Street.

If you have any questions or require additional information, please do not hesitate to contact me.

Greg D. Saunders, P.E.



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VII-6

Staff

Contact:

E-mail:

Phone:

Lori Watson

ACM/Finance Director

lwatson@ci.crowley.tx.us

817-297-2201-X 4900

SUBJECT: Discuss and consider approval of the EDC 2020-21 Budget amendment #1.

BACKGROUND/DISCUSSION

Pursuant to the Texas Local Government Code 501.073 the corporation's authorizing unit will approve all programs and expenditures of the corporation. The following items are included: remaining tenant improvements for 320 E. Main Street, design work for Green Ribbon Grant, taxes for EDC buildings and broker fees for the leasing of 320 E. Main Street.

FINANCIAL IMPACT

The total cost of all the amendments is \$330,483. Revenues are estimated to exceed expenditures by \$9,950.00

RECOMMENDATION

Staff respectfully requests City Council approve the EDC 2020-21 Budget Amendment #1.

ATTACHMENTS

- EDC FY 2020-21 Original Budget
- EDC FY 2020-21 Amended Budget
- Exhibit #1 2020-21 EDC Budget Amendment #1

Economic Development Corporation 2020-21 Budget

Original Budget

Revenues:

Sales Tax Revenue	1,025,000	
Rental Income	266,668	
Interest Income	<u>8,000</u>	
Total Revenue		1,299,668

Expenses:

Salary & Payroll Taxes	159,644	
Office Supplies	2,500	
Training	18,000	
Electric Service	2,200	
Professional Fees	17,000	
Attorney Fees	10,000	
Mobile Telephone Services	1,026	
Advertising	3,000	
Service Contracts	42,000	
Subscriptions & Publications	6,300	
Dues & Memberships	3,440	
Printing & Reproduction	3,000	
Other Materials & Supplies	3,400	
Building Maintenance & Taxes	<u>17,000</u>	
Total		288,510

Bond Payments

Revenue Bond 2016 Principal	130,000	
Revenue Bond 2016 Interest	78,150	
2018 CO Bond Principal	145,000	
2018 CO Bond Interest	152,875	
2020 CO Bond Principal	50,000	
2020 CO Bond Interest	<u>114,700</u>	
Total		670,725

One Time Purchases:

Total	<u>-</u>
--------------	----------

Total Expenses	<u>959,235</u>
-----------------------	-----------------------

Revenues over (under) expenses	340,433
--------------------------------	----------------

Economic Development Corporation 2020-21 Budget

Amended 02/04/2021

Revenues:

Sales Tax Revenue	1,025,000	
Rental Income	266,668	
Interest Income	<u>8,000</u>	
Total Revenue		1,299,668

Expenses:

Salary & Payroll Taxes	159,644	
Office Supplies	2,500	
Training	18,000	
Electric Service	2,200	
Professional Fees	69,500	
Attorney Fees	10,000	
Green Ribbon Grant Design Exp	7,500	
Mobile Telephone Services	1,026	
Advertising	3,000	
Service Contracts	42,000	
Subscriptions & Publications	6,300	
Dues & Memberships	3,440	
Printing & Reproduction	3,000	
Other Materials & Supplies	3,400	
Building Maintenance & Taxes	<u>131,205</u>	
Total		462,715

Bond Payments

Revenue Bond 2016 Principal	130,000	
Revenue Bond 2016 Interest	78,150	
2018 CO Bond Principal	145,000	
2018 CO Bond Interest	152,875	
2020 CO Bond Principal	50,000	
2020 CO Bond Interest	<u>114,700</u>	
Total		670,725

One Time Purchases:

320 E. Main Street Improvements (remain)	<u>156,278</u>	
Total		156,278

Total Expenses **1,289,718**

Revenues over (under) expenses	9,950
--------------------------------	--------------

**Crowley EDC 4B
FY 2020-21 Budget
Budget Amendment #1**

Revenues over Expenditures on Adopted Budget	<u>\$ 340,433</u>
--	-------------------

Expenses:

Green Ribbon Grant Design Expense	\$ 7,500	
Professional Services (leasing)	52,500	
Building Maintenance & Taxes	114,205	
320 E. Main Improvements remaining	<u>156,278</u>	
Total		<u>\$ 330,483</u>

Remaining Revenues over Expenditures	9,950
--------------------------------------	-------



Crowley City Council

AGENDA REPORT

Meeting Date: February 4, 2021

Agenda Item: VII-7

Staff Contact: Mike Rocamontes
Public Works Director

E-mail: mrocamontes@ci.crowley.tx.us

Phone: 817-297-2201-X 3290

SUBJECT: Discuss and consider a cost share request to install an 8" water main extension for Magnolia Estates.

BACKGROUND/DISCUSSION

On January 12, 2021, staff met with Mr. Zinn of Cross Engineering to discuss the Magnolia Estates development on S. Magnolia. He asked on behalf of his client, Mr. Conger, if the City would consider a cost share for the installation of an 8" water main from their northern property line to Willow St., north of their development. This was in response to Greg Saunders (of TNP) comments to require the extension to provide water from the north to ensure service in the event the water main on Canoe needed to be shut down for any reason. Currently, Canoe Way is the source of water supply to the Palladium, the new Landmark apartments and for the Magnolia Estates development being discussed today. The extension would be approximately 780 feet, and Mr. Zinn stated it would cost him \$65.00 a foot to install the water main. That total comes out to be \$50,700.00.

FINANCIAL IMPACT

To be determined by council.

RECOMMENDATION

Staff recommends discussing a developer's agreement if considering participation in a cost share.

ATTACHMENTS

- TNP Comments supporting the need for the extension.
- Map of Magnolia estates depicting extension

Memorandum

To: Rachel Roberts, Michael Rocamontes
From: Greg D. Saunders, P.E.
cc: CRO 20008
Date: January 22, 2021
RE: **Magnolia Estates Preliminary Plat 2nd Review (Amended)**

Rachel / Mike,

I have reviewed the preliminary plat submittal for the above referenced project and offer the following comments:

PRELIMINARY PLAT


1. No Comments.

PRELIMINARY UTILITY PLAN

1. Extend the 8" water line in Magnolia Street north, connecting to the existing water main just south of Willow Street.

This connection will provide much needed redundancy in the water system west of the railroad and east of Canoe Way. Without this connection the Magnolia Estates development can only be supplied water from Canoe Way, across two developments to the west. If the Canoe line needs to be shut down for repairs, Magnolia Estates along with Palladium and Landmark will not have a water supply.

If you have any questions or require additional information, please do not hesitate to contact me.



Greg D. Saunders, P.E.



Empowered Renovations

Home goods store

Olive St

Pine St

Birch St

Palm St

Willow St

S Magnolia St

S Magnolia St

S Magnolia St

S Ham...

Danie...

S H...