

Regular Session Council Agenda Packet February 16, 2023

# CITY OF CROWLEY CITY COUNCIL Council Regular Session February 16, 2023 ATTENDANCE SHEET

	Worksession	<u>Regular</u>
Mayor Pro Tem Johnny Shotwell, Place 1		
Council Member Jerry Beck, Place 2		
Council Member Jesse Johnson, Place 3		
Council Member Jim Hirth, Place 4		
Council Member Jimmy McDonald, Place 5		
Council Member Scott Gilbreath, Place 6		
Mayor Billy Davis		
Robert Loftin, City Manager		
ori Watson, Finance Director/Deputy City Mgr		
lack Thompson, EDC Director/Asst City Mgr		
Rob Allibon, City Attorney		
Carol Konhauser, City Secretary		
Pleasant Brooks, Fire Chief		
Kit Long, Chief of Police		
Aike Rocamontes, Public Works Director		
Matt Elgin, Direct of Projects & Utilities		
Rachel Roberts, Planning & Comm Dev Director		
Cristina Winner, Community Services Director		
isa Hansen, HR Administrator		
Iulie Hepler, Special Event Coordinator .		
	Council Member Jerry Beck, Place 2 Council Member Jesse Johnson, Place 3 Council Member Jim Hirth, Place 4 Council Member Jimmy McDonald, Place 5 Council Member Scott Gilbreath, Place 6 Mayor Billy Davis Robert Loftin, City Manager Lori Watson, Finance Director/Deputy City Mgr lack 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 Matt Elgin, Direct of Projects & Utilities Rachel Roberts, Planning & Comm Dev Director Cristina Winner, Community Services Director Lisa Hansen, HR Administrator	Mayor Pro Tem Johnny Shotwell, Place 1

## CITY OF CROWLEY CERTIFIED AGENDA OF THE EXECUTIVE/CLOSED SESSION February 16, 2023

## I. Statement of Beginning Executive/Closed Session

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

"The City Council on February 16, 2023, beginning at \_\_\_\_\_\_ p.m., convened in an executive/closed session in accordance with the Texas Open Meetings Act (Local Government Code – Chapter 551)."

#### **II.** The following were present:

Other:

Mayor Billy Davis	Council Member Jerry Beck, Jr.
Council Member Johnny Shotwell	Council Member Jesse Johnson
Council Member Jim Hirth	Council Member Jimmy McDonald
Member Scott Gilbreath	City Manager Robert Loftin
City Attorney Rob Allibon	Lori Watson, Deputy City Manager
Jack Thompson, Asst City Manager	Other:

#### III. Subjects Discussed in the Session Closed to the Public

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

Other:

Deliberations about Real Property Pursuant to Section 551.072 Discuss negotiations regarding the possible sale of real property

#### IV. Statement at End of Executive/Closed Session

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

"The City Council ended its executive/closed session at \_\_\_\_\_\_ p.m., on February 16, 2023"

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

#### VI. Certification by Presiding Officer

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

**WITNESS MY HAND** this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF CROWLEY** 

Billy P. Davis, Mayor



# AGENDA CROWLEY CITY COUNCIL FEBRUARY 16, 2023 WORK SESSION - 6:30 p.m.

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

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

# WORK SESSION - February 16, 2023 - 6:30 pm

# I. CALL TO ORDER AND ROLL CALL

# II. NON-ACTION ITEMS FOR DISCUSSION

1. Discuss the naming of the Downtown Plaza.

# 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 19, 2023.
- 2. Receive and accept the Quarterly Investment Report. 1st and 2rd 2022.

## IV. PUBLIC HEARINGS

- Hold a public hearing to discuss and consider Ordinance 02-2023-478, an Ordinance of the City of Crowley, approving a specific use permit to allow construction trailers for the Karis Addition on an approximately 0.9350 acre property located on N. Industrial Blvd and having an address of 410 N. Tarrant Street. The property is identified in the Tarrant Appraisal District records as Samuel T. Wells Survey Abstract 1684 Tract 1B03. SUP-2022-001
- Hold a public hearing to consider pursuing grant funding from the Tarrant County Community Development Block Grant (CDBG) 2023 Program (49<sup>th</sup> Year) for proposed sidewalk improvements located along the east side of N. Driskell Street from E. Main Street. to E. Prairie View Road. (adjacent to 700 E. Prairie View Road., 700 & 701 E. Glendale Street., 700 & 701 Bovell Drive., 700 & 701 E Mustang Street., and 700 & 701 E. Mission Street, Crowley, TX).

#### V. CITY BUSINESS

- 1. Discuss and consider approval of Ordinance 02-2023-479, an ordinance of the City of Crowley, Texas, renaming "E Industrial Blvd," "W Industrial Blvd," and "N Industrial Blvd" in the City of Crowley to "Karis Blvd", and "Monarch Ave.".
- 2. Discuss and consider adoption of Joint Resolution R02-2023-379 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 02-2023-477 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 06, 2023; 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 06, 2023, City of Crowley voters and authorizing the Mayor to execute said agreement.

- 5. Discuss and consider approving Resolution R02-2023-380, reappointing certain directors of the Karis Municipal Management District of Tarrant County.
- 6. Discuss and consider joining the Allergan, CVS, Walgreens, and Walmart Global Opioid Settlements and authorizing the City Manager to execute Subdivision Participation Forms for each.
- 7. Submit and Consider Action to Accept the Crowley Police Department's 2022 Racial Profiling Report and Motor Vehicle Contact Search Analysis

# VI. ADJOURNMENT



# AGENDA CROWLEY CITY COUNCIL FEBRUARY 16, 2023 REGULAR SESSION - 7:00 p.m.

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# REGULAR SESSION - February 16, 2023 - 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.

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#### VII. CITY BUSINESS

- 1. Discuss and consider approval of Ordinance 02-2023-479, an ordinance of the City of Crowley, Texas, renaming "E Industrial Blvd," "W Industrial Blvd," and "N Industrial Blvd" in the City of Crowley to "Karis Blvd", and "Monarch Ave.".
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publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.

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- 5. Discuss and consider approving Resolution R02-2023-380, reappointing certain directors of the Karis Municipal Management District of Tarrant County.
- 6. Discuss and consider joining the Allergan, CVS, Walgreens, and Walmart Global Opioid Settlements and authorizing the City Manager to execute Subdivision Participation Forms for each.
- 7. Submit and Consider Action to Accept the Crowley Police Department's 2022 Racial Profiling Report and Motor Vehicle Contact Search Analysis.

## VIII. ADVISORY BOARDS AND COMMISSIONS

- 1. <u>Reports</u> None
- 2. <u>Appointments/Reappointments</u> 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)
  - a. Discuss negotiations regarding the possible sale of 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 16, 2023, 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.





Meeting Date:	February 16, 2023	Staff Contact:	Lori Watson, Deputy City Mgr
Agenda Item:	II-1	E-mail:	lwatson@ci.crowley.tx.us
		Phone:	817-297-2201 x4900

**SUBJECT:** Discuss the naming of the downtown Plaza

# BACKGROUND/DISCUSSION

Currently, the downtown plaza has been given the name Crowley Grove. The architect chose this temporary name because two groves of trees are on each side. Staff would like guidance on whether the council favors this name or would like to change it. If the council wishes to change the name, a few options could be the council choosing a name or getting public input on the name by using social media.

# FINANCIAL IMPACT

N/A

RECOMMENDATION N/A

**ATTACHMENTS** 





Meeting Date:February 16, 2023Agenda Item:V-1

Carol C. Konhauser
City Secretary
ckonhauser@ci.crowley.tx.us
817-297-2201-X 4000

**SUBJECT:** Discuss and consider approving the minutes from the regular meeting held January 19, 2023.

# **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 19, 2023.** The City Council of the City of Crowley, Texas met in Work Session on Thursday, January 19, 2023, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were	Mayor Billy P. Davis Mayor Pro-Tem Johnny Shotwell, City Council Place 1 Council Member Jerry Beck, City Council Place 2 Council Member Jesse Johnson, City Council Place 3 Council Member Jim Hirth, City Council Place 4 Council Member Jimmy McDonald, City Council Place 5 Council Member Scott Gilbreath, City Council Place 6
City staff included:	City Manager Robert Loftin Deputy City Mngr/Finance Director, Lori Watson Asst City Mngr/EDC Director, Jack Thompson City Attorney, Rob Allibon City Secretary, Carol Konhauser Fire Chief, Pleasant Brooks Director of Projects & Utilities, Matt Elgin Community Services Director, Cristina Winner HR Administrator, Lisa Hansen

Absent: None

# 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. 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 January 5, 2023
- 2. Discuss and consider executing the annual contract with Saint Francis Village for Fire and Medical Emergency Services. No discussion.

#### PUBLIC HEARING

1. None.

No discussion

#### **CITY BUSINESS**

1. Discuss and consider approving Amendment #1 with Tarrant County Emergency Services District #1 (ESD) for reimbursement toward the purchase of three (3) equipped ambulances, along with firefighting PPE and SCBA bottles.

Fire Chief Brooks explained this was the implementation of the next phases of the ARPA funding program. He further explained the city would have to fund the purchase up front and would then be reimbursed \$1,920,000.00 toward the purchase of the mentioned ambulances and equipment.

2. Discuss and consider approval of an Economic Development and Performance Agreement with Four Train Days Development, LLC and the Crowley Economic Development Corporation. No discussion

3. Discuss and consider approval of a change order in the amount of \$54,367.00 to the construction contract with Stabile & Winn, Inc. for the Oarlock Paving Improvement Project.

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 19, 2023.** The City Council of the City of Crowley, Texas met in Regular Session on Thursday, January 19, 2023, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were	Mayor Billy P. Davis Mayor Pro-Tem Johnny Shotwell, City Council Place 1 Council Member Jerry Beck, City Council Place 2 Council Member Jesse Johnson, City Council Place 3 Council Member Jim Hirth, City Council Place 4 Council Member Jimmy McDonald, City Council Place 5 Council Member Scott Gilbreath, City Council Place 6
City staff included:	City Manager Robert Loftin Deputy City Mngr/Finance Director, Lori Watson Asst City Mngr/EDC Director, Jack Thompson City Attorney, Rob Allibon City Secretary, Carol Konhauser Fire Chief, Pleasant Brooks Director of Projects & Utilities, Matt Elgin Community Services Director, Cristina Winner HR Administrator, Lisa Hansen

Absent: None

# 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 January 5, 2023.
- 2. Discuss and consider executing the annual contract with Saint Francis Village for Fire and Medical Emergency Services.

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

#### PUBLIC HEARING

1. None.

#### CITY BUSINESS

1. Discuss and consider approving Amendment #1 with Tarrant County Emergency Services District #1 (ESD) for reimbursement toward the purchase of three (3) equipped ambulances, along with firefighting PPE and SCBA bottles. Council Member Jesse Johnson made the motion to approve Amendment #1 to the Tarrant County ESD #1 American Rescue Plane Act Recovery Fund Agreement; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

## 2. Discuss and consider approval of an Economic Development and Performance Agreement with Four Train Days Development, LLC and the Crowley Economic Development Corporation.

Council Member Jim Hirth made the motion to approve an Economic Development and Performance Agreement with Four Train Days Development, LLC and Crowley EDC; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

3. Discuss and consider approval of a change order in the amount of \$54,367.00 to the construction contract with Stabile & Winn, Inc. for the Oarlock Paving Improvement Project.

Council Member Jesse Johnson made the motion to approve a change order to the construction contract for the Oarlock Paving Improvement Project with Stabile & Winn, Inc, in the amount of \$54,367.00; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

## ADVISORY BOARDS AND COMMISSIONS

*Reports/appointments or reappointments.* 

- 1. <u>Reports:</u> None
- 2. <u>Appointments/Reappointments:</u> None.

# **PUBLIC COMMENT**

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

City Secretary Carol Konhauser spoke for Terry Horn, Executive Director for Chamber of Commerce, and reminded council that Designer Bingo will be Friday, Feb 3, 7pm, doors open at 6pm. Membership Appreciation Luncheon is Thursday, March 23 at CRC; Anthony Kirchner & Dr. McFarland will be speaking; if they are unable to speak, Robert and Jack will be speaking on the Downtown Revitalization.

# ITEMS OF COMMUNITY INTEREST

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

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

#### ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



# Crowley City Council AGENDA REPORT

February 16, 2023	Staff Contact:	Lori Watson ACM/Director of Finance
V-2	E-mail:	lwatson@ci.crowley.tx.us
	Phone:	817-297-2201-X4900
		V-2 <b>E-mail:</b>

**SUBJECT:** Receive and accept the Quarterly Investment Report. – 1st and 2rd 2022.

# 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 Mar 31, 2022 and Jun 30, 2022.

#### City of Crowley Quarterly Investment Report 03/31/22

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	General	Court-Special Revenue	PEG -Special Revenue	TIF/TIRZ	Truancy	Donation	Debt Service	Construction in Progress	Water	Water Construction in Progress	4B Economic Development	CCPC	Grant	Escrow	Total in Investment Account
Texpool 1111	17,484,604	39,479	249,460	1,214,267	11,821	68,952	1,310,297	579,785	3,540,614	268,658					24,767,938
Texpool 2002 CO Bond											1,419,081				1,419,081
Texpool 2005 CO Bond												1,609,833			1,609,833
Texpool 2009 CO Bond	-														-
Texpool 2012 CO Bond	67,802						-	369,205							437,007
Texpool 2016 CO Bond	133,000								2,022,743						2,155,743
Texpool - 2018 CO Bond	263,992							2,025,855			1,834,281			[	4,124,129
Texpool - 2019 CO Bond									49,505	7,990,895	<i>.</i> .				8,040,400
Texpool - 2020 CO Bond											206,268				206,268
Texpool - 2021 CO Bond	4,457						25,518	13,984,660							14,014,635
Total by Fund	17,953,855	39,479	249,460	1,214,267	11,821	68,952	1,335,815	16,959,505	5,612,862	8,259,553	3,459,630	1,609,833	-	-	56,775,032
Interest Earned	9,132			11					2,013		807	334		L.,	12,297

Jori M Watson 1-19-2023

#### CITY OF CROWLEY INVESTMENTS 1ST QUARTER (JAN 2022 - MAR 2022) FYE 09/30/2022

				Adjusted Balance	Balance per Bank	Deposits In	
Fund Description	Beginning Balance	Debits	Credits	as of 03/31/22	as of 03/31/22	Transit	Difference
TexPool 2200100004 Sales Tax							
10 Texpool #1111	\$ 12,544,719.40	9,543,342.21	4,603,457.88	\$ 17,484,603.73		\$ 1,694,29	
11 Texpool #1111	\$ 39,479.28	-	-	\$ 39,479.28			
12 Texpool #1111 14 Texpool #1111	\$	_	-	\$ 249,460.29 \$ 1,214,267.42			
15 Texpool #1111	\$ 11,821.40 \$ 11,821.40	-	- -	\$ 11,821.40			
16 Texpool #1111	\$ 68,951.62	-	-	\$ 68,951.62			
20 Texpool #1111	\$ 1,084,664,49	1,955,749.75	1,730,117.46	\$ 1,310,296.78		\$ 655.30	
31 Texpool #1111	\$ 579,784.79	-	-	\$ 579,784.79			
50 Texpool #1111	\$ 4,734,448.93	-	1,589,782.75	\$ 3,144,666.18			
50 Restricted Cash	\$ 395,948,20	-	-	\$ 395,948.20 \$ 268.657.93			
51 Texpool #1111 60 Texpool #1111	\$       268,657,93 \$	495,401,30	495,401,30	\$ 268,657.93 \$ -			
68 Texpool #1111	φ - \$ -	259,964.50	259,964.50	\$-			
76 Texpool #1111	\$-	-		\$-			
91 Texpool #1111	\$ -						
92 Texpool #1111	\$ -						
93 Texpool #1111	<u>\$</u> \$ 21,192,203.75 \$	12,254,457.76 \$	8,678,723.89	\$ 24,767,937.62	\$ 24,765,588.03	2 349 59	\$ (0.00
	\$ 21,192,203.75 \$	12,204,407,70 \$	01010123.03	\$ 24,101,937.02	\$ 24,100,000.00	2,043.00	·•
TexPool 2200100009 2002 CO Bonds Co			000 (00 05	a 4 440 000 07			
60 Texpool-2002 C.O. Bond	\$ 1,402,688.65 \$	396,585.47 \$	380,193.25	\$ 1,419,080.87			
61 Texpool-2002 C.O. Bond	\$-\$	- \$	-	-			
62 Texpool-2002 C.O. Bond	<u>\$</u> -\$ \$ 1,402,688.65 \$	396,585.47 \$	380,193.25	\$ 1,419,080.87	\$ 1,419,080.87		<b>\$</b> 355333546
	\$ 1,402,000.05 \$	390,000.41 \$	000,100.20	3 1,410,000.01	<u> </u>		*
exPool 2200100012 2005 CO Bonds Co	omb 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		339,694,56	372,259.83	1,609,832.80			
	\$ 1,642,398.07 \$ 1,642,398.07 \$	339,694.56 \$	372,259.83	\$ 1,609,832.80	\$ 1,609,832.80		<b>\$</b>
exPool 2200100016 2009 CO Bonds							
10 Texpool # 2009	\$ 697.31	-	697.31	\$ -			
20 Texpool # 2009	\$ -	-	-	0.00			
31 Texpool # 2009 50 Texpool # 2009	\$ 0.00 \$	-	-	-			
51 Texpool # 2009	\$	-	_	-			
	\$ 697.31		697.31	\$ 0,00	•		\$ (0.00)
exPool 2200100018 2012 CO Bonds		00.00		e c7 003 30			
10 Texpool #2012	\$ 67,710.30	92.09	-	\$ 67,802.39			
20 Texpool #2012	\$ -	-	-	369,204.70			
31 Texpool #2012	\$ 369,204.70 \$ 436,915.00 \$	92.09 \$	·····	\$ 437,007.09	\$ 437,007.09		\$
	<u> </u>			• • • • • • • • • • • • • • • • • • • •			
TexPool 2016 CO Bonds							
10 Texpool #2016	\$ 132,773.01	226.75	-	\$ 132,999.76			
20 Texpool #2016	\$ -	0.00 0.00	-	\$- \$-			
31 Texpool #2016 50 Texpool #2016	\$ <u>2,022,514.98</u>	227.85	-	\$ 2,022,742.83			
30 Texpool #2010	\$ 2,165,287.99	454,60	-	\$ 2,155,742.69	2,155,742.54		\$1111111111111111111111111111111111111
	· · · · · · · · · · · · · · · · · · ·						
expool - 2018 CO Bonds 10 Texpool #2018	\$ 263,359.89	631,89	-	\$ 263,991.78			
10 1expool #2018 20 Texpool #2018	\$ 263,359.89 \$ 0.00	091,09	-	\$ 203,991.10			
31 Texpool #2018	\$ 3,675,232.53	739,681.21	2,389,058.38	\$ 2,025,855.36			
60 Texpool #2018	\$ 1,928,553.68	933,818.32	1,028,090.60	\$ 1,834,281.40			
	\$ 5,867,146.10	1,674,131.42	3,417,148.98	\$ 4,124,128.54	\$ 4,124,128.54		\$ 1111111111111
Texpool - 2019 CO Bonds	\$ 47,807.12	1,697.55		\$ 49,504.67			
50 Texpool #2019 51 Texpool #2019	\$ 47,807.12 <u>\$ 8,019,206.86</u>	170,790.19	199,101.71				
51 Texpool #2018	\$ 8,067,013.98	172,487.74	199,101.71	\$ 7,990,895.34 \$ 8,040,400.01	\$ 8,040,400.01		<b>\$</b>
				· · · · · · · · · · · · · · · · · · ·			
Texpool - 2020 CO Bonds	¢ 4 004 040 00	440 54	810 700 66	¢ 000 000 47			
60 Texpool #2020	\$ 1,024,848.32	142.51	818,722.66 818,722.66	\$ 206,268.17 \$ 206,268.17	\$ 206,268.17		\$ (0.00
	\$ 1,024,848.32	142.51	010,122.00	<i>₹</i> 200,200,17	¥ 100,200,11		*
Texpool - 2021 CO Bonds 10 Texpool #2021	\$ 1,499.49	2,957.39	-	\$ 4,456.88			
20 Texpool #2021	\$ 25,517.91	-	-	\$ 25,517.91			
31 Texpool #2021	\$ 14,000,000.00	*	15,340.00	\$ 13,984,660.00			a character a construction
-	\$ 14,027,017.40	2,957.39 \$	15,340.00	\$ 14,014,634.79	\$ 14,014,634.79		\$-99999999999999

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1- YEA		3 11:32 : Oct	2 AM -2021 / Sep-2022		ETAIL LISTING			PAG	GE: 1
FUN	ID	: 10 ·	-GENERAL FUND					PERIOD TO USE: Jar	-
DEP POST		: N/A TRAN #		PACKET====DESCRI	PTION=======	VEND	INV/JE #	ACCOUNTS: 00-46010 NOTE ====	
1001									
	46010		Interest Inco						
			BE	GINNING E	BALANCE				
1/31/22	2/14	B72662	Interest013122	Bond Intere	est		JE# 0319	589	1,410.09CR
				JANUARY ACTIVITY	DB:	0.00	CR:	1,410.09CR	1,410.09CR
2/28/22	3/15	B73174	Interest022822	Bond Intere	est		JE# 0318	388	2,122.59CR
				FEBRUARY ACTIVITY	DB:	0.00	CR:	2,122.59CR	2,122.59CR
3/31/22	4/12	в73757	Interest033122	Bond Intere	est		JE# 0322	233	5,599.50CR
			*********	MARCH ACTIVITY	DB:	0.00	CR:	5,599.50CR	5,599.50CR
				ACCOUNT TOTAL	DB:	0.00	CR:	9,132.18CR	
*=*-*-*-*	_*_*_*	_*_*_*	_*_*_	000 ERRORS IN 1	HIS REPORT!	*_*	_*_******	*_*_*_*_*_*_*_*	
				** REPORT TOTAL	.s **	DEBIT	s	CREDITS	
			BEC	GINNING BALANCES:			0.00	3,598.62CF	ł
			REI	PORTED ACTIVITY:			0.00	9,132.18CF	ξ
			ENI	DING BALANCES:			0.00	12,730.80CF	ξ.
			TO	TAL FUND ENDING BAI	ANCE:			12,730.80CF	R.
			-INKIND PEG						
	46010		Interest Inco						
			BE	GINNING E	BALANCE				
FUND: 14	-SPECI	AL REVI	ENUE- TIRZ/TIF						
	46010		Interest Inco						
	10010			GINNING E	BALANCE				
1/31/22	3/07	в73088	Interest013122	Bank Intere	est		JE# 0318	346	3.54CR
				JANUARY ACTIVITY	DB:	0.00	CR:	3.54CR	3.54CR
2/28/22	3/02	в72890	Interest022822	Bank Intere	est		JE# 0316	598	3.19CR
				FEBRUARY ACTIVITY	DB:	0.00	CR:	3.19CR	3.19CR
3/31/22	4/04	в73506	Interest033122	Bank Intere	est		JE# 0320	)35	4,22CR
				MARCH ACTIVITY	DB:	0.00	CR:	4.22CR	4.22CR
				ACCOUNT TOTAL	DB:	0.00	CR:	10,95CR	

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1-20-2023 11:32			DETAIL LISTING	ł					PAGE:	2	
	-2021 / Sep-20					DE	DTOD MO	110 P .	<b>T</b> = 10 = 2 = 2		Mawah
	-SPECIAL REVEN	NUE- TIRZ/TIF								Y THRU	
DEPT : N/A	DEPRIDUCT	PACKET====DESC		VEND	T NIV / -		COUNTS:			IOUNT====	00-46
POST DATE TRAN #	REFERENCE	PACKET===DESC	RIPTION======	VEND	INV/C	12 11	ì	NOLE	AN	100N1	
**-*-*-**********	-*-*	000 ERRORS IN	THIS REPORT!	*_*	_*_*_*	-*-*-*	-*-*-*	*_*_*			
		** REPORT TOT	ALS **	DEBIT			C]				
	-	BEGINNING BALANCES:			0.00				48CR		
		REPORTED ACTIVITY:			0.00				95CR		
		ENDING BALANCES:			0.00				43CR		
	5	FOTAL FUND ENDING B	ALANCE:					21.	43CR		
FUND: 20 -DEBT SERVICE			<b></b>								
	Interest In										
	В	EGINNING	BALANCE								
FUND: 31 -GENERAL CIP	FUND										
			<b></b>								
00 40010											
00-46010	Interest Ir		BALANCE								
	В	EGINNING	ΒΑΙΑΝϹΕ								
FUND: 50 -WATER & SEWH	B ER FUND Interest In	EGINNING									
FUND: 50 -WATER & SEWH 	B ER FUND Interest In	EGINNING ncome EGINNING	BALANCE							291.8	
FUND: 50 -WATER & SEWH 00-46010 1/31/22 2/14 B72664	B ER FUND Interest In B	EGINNING ncome	B A L A N C E rest			031591		 6CR		291.8 291.86	
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664	B ER FUND Interest In B	EGINNING ncome EGINNING Bond Inte:	B A L A N C E rest		JE# CR:	031591	291.80	 6CR		291.86	CR
FUND: 50 -WATER & SEW 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176	B CR FUND Interest In B	EGINNING ncome EGINNING Bond Inte: JANUARY ACTIVITY Bond Inte:	B A L A N C E rest DB: rest	0.00	JE# CR:	031591	291.80			291.86 443.3	CR 4CR
FUND: 50 -WATER & SEW 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176	B CR FUND Interest In B	EGINNING ncome EGINNING Bond Inte: JANUARY ACTIVITY	B A L A N C E rest DB: rest	0.00	JE# CR: JE#	031591	291.80			291.86	CR 4CR
FUND: 50 -WATER & SEWH 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176	B CR FUND Interest In B	EGINNING ncome EGINNING Bond Inte: JANUARY ACTIVITY Bond Inter FEBRUARY ACTIVITY	BALANCE rest DB: rest Y DB:	0.00	JE# CR: JE# CR:	031591 031890	291.80 443.34			291.86 443.3 443.34	CR 4CR CR
FUND: 50 -WATER & SEW 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467	B ER FUND Interest In B	EGINNING ncome EGINNING = JANUARY ACTIVITY = FEBRUARY ACTIVITY Oct - Feb	B A L A N C E rest DB: rest Y DB: Bank Interest	0.00	JE# CR: JE# CR: JE#	031591 031890 032002	291.80 443.34			291.86 443.3 443.34 74.1	CR 4CR CR 6CR
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467 3/31/22 4/04 B73512	B ER FUND Interest In B	EGINNING ncome EGINNING Bond Inter JANUARY ACTIVITY Bond Inter FEBRUARY ACTIVITY Oct - Feb 22 Bank Inter	B A L A N C E rest DB: rest Y DB: Bank Interest rest	0.00	JE# CR: JE# CR: JE# JE#	031591 031890 032002 032041	291.80 443.34			291.86 443.3 443.34 74.1 13.3	CR 4CR CR 6CR 4CR
FUND: 50 -WATER & SEW 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467	B ER FUND Interest In B	E G I N N I N G ncome E G I N N I N G Bond Inte: JANUARY ACTIVITY Bond Inte: FEBRUARY ACTIVITY Oct - Feb Bank Inte: Bond Inte:	B A L A N C E rest DB: rest Y DB: Bank Interest rest	0.00	JE# CR: JE# CR: JE# JE#	031591 031890 032002 032041 032235	291.80 443.34	1CR		291.86 443.3 443.34 74.1	CR 4CR CR 6CR 4CR 0CR
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467 3/31/22 4/04 B73512	B CR FUND Interest In B Interest03312	E G I N N I N G ncome E G I N N I N G Bond Inte: = JANUARY ACTIVITY Bond Inte: = FEBRUARY ACTIVITY Oct - Feb 22 Bank Inte: Bond Inte: = MARCH ACTIVITY	B A L A N C E rest DB: rest Y DB: Bank Interest rest	0.00	JE# CR: JE# CR: JE# JE# JE#	031591 031890 032002 032041 032235	291.80 443.34	1CR )CR		291.86 443.3 443.34 74.1 13.3 1,190.2	CR 4CR CR 6CR 4CR 0CR
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467 3/31/22 4/04 B73512 3/31/22 4/12 B73759	B ER FUND Interest In B Interest03312	E G I N N I N G ncome E G I N N I N G Bond Inter JANUARY ACTIVITY Bond Inter FEBRUARY ACTIVITY Oct - Feb 22 Bank Inter Bond Inter HARCH ACTIVITY	B A L A N C E rest DB: rest Y DB: Bank Interest rest DB: DB:	0.00 0.00 0.00 0.00	JE# CR: JE# CR: JE# JE# CR: CR:	031591 031890 032002 032041 032235	291.80 443.34 1,277.70	ACR DCR DCR		291.86 443.3 443.34 74.1 13.3 1,190.2	CR 4CR CR 6CR 4CR 0CR
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467 3/31/22 4/04 B73512 3/31/22 4/12 B73759	B ER FUND Interest In B Interest03312	E G I N N I N G ncome E G I N N I N G Bond Inter JANUARY ACTIVITY Bond Inter FEBRUARY ACTIVITY Oct - Feb 22 Bank Inter Bond Inter = MARCH ACTIVITY = ACCOUNT TOTAL	B A L A N C E rest DB: rest Y DB: Bank Interest rest DB: DB: THIS REPORT!	0.00 0.00 0.00 0.00	JE# CR: JE# CR: JE# JE# CR: CR:	031591 031890 032002 032041 032235	291.80 443.34 1,277.70 2,012.90	1CR )CR )CR *-*-*		291.86 443.3 443.34 74.1 13.3 1,190.2	CR 4CR CR 6CR 4CR 0CR
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467 3/31/22 4/04 B73512 3/31/22 4/12 B73759	B ER FUND Interest In B Interest03312 Interest03312 	E G I N N I N G ncome E G I N N I N G Bond Inter JANUARY ACTIVITY Bond Inter FEBRUARY ACTIVITY Oct - Feb 22 Bank Inter Bond Inter = MARCH ACTIVITY = ACCOUNT TOTAL 000 ERRORS IN	B A L A N C E rest DB: rest Y DB: Bank Interest rest DB: DB: THIS REPORT!	0.00 0.00 0.00 0.00 *-*	JE# CR: JE# CR: JE# JE# CR: CR:	031591 031890 032002 032041 032235	291.80 443.34 1,277.70 2,012.90	1CR )CR )CR *-*-*		291.86 443.3 443.34 74.1 13.3 1,190.2	CR 4CR CR 6CR 4CR 0CR
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467 3/31/22 4/04 B73512 3/31/22 4/12 B73759	B ER FUND Interest In B Interest03312 	E G I N N I N G ncome E G I N N I N G Bond Inter JANUARY ACTIVITY Bond Inter FEBRUARY ACTIVITY Oct - Feb Bank Inter Bond Inter HARCH ACTIVITY ACCOUNT TOTAL 000 ERRORS IN ** REPORT TOTA	B A L A N C E rest DB: rest Y DB: Bank Interest rest DB: DB: THIS REPORT!	0.00 0.00 0.00 0.00 *-*	JE# CR: JE# CR: JE# JE# CR: CR: _*_*_* S	031591 031890 032002 032041 032235	291.80 443.34 1,277.70 2,012.90 -*-*-*-*	ACR DCR CR *-*-* REDITS	 04CR	291.86 443.3 443.34 74.1 13.3 1,190.2	CR 4CR CR 6CR 4CR 0CR
FUND: 50 -WATER & SEWP 00-46010 1/31/22 2/14 B72664 2/28/22 3/15 B73176 3/31/22 4/01 B73467 3/31/22 4/04 B73512	B ER FUND Interest In B Interest03312 Interest03312 	E G I N N I N G ncome E G I N N I N G Bond Inte: JANUARY ACTIVITY Bond Inte: FEBRUARY ACTIVITY Oct - Feb Bank Inte: Bond Inte: ACCOUNT TOTAL 000 ERRORS IN ** REPORT TOTA BEGINNING BALANCES:	B A L A N C E rest DB: rest Y DB: Bank Interest rest DB: DB: THIS REPORT!	0.00 0.00 0.00 0.00 *-*	JE# CR: JE# CR: JE# JE# CR: CR: CR: _*_*_* S 0.00	031591 031890 032002 032041 032235	291.80 443.34 1,277.70 2,012.90 -*-*-*-*	4CR 0CR *-*-* REDITS 857.1	 04CR 90CR	291.86 443.3 443.34 74.1 13.3 1,190.2	CR 4CR CR 6CR 4CR 0CR

1-20-2023 11:32			DETAIL LISTING			I	PAGE: 3
	2021 / Sep-					BERIOR MO HEE.	January THRU March
	WATER & SEW	ER CIP FUND				PERIOD TO USE:	1
DEPT : N/A						ACCOUNTS: 00-4603	
POST DATE TRAN #	REFERENCE	PACKET====DESCF	RIPTION======	VEND	INV/JE	# NOTE ==	====AMOUNT==== ====
UND: 51 -WATER & SEWE							
00-46010	Interest						
UND: 60 -EDC - REVENU							
	Interest						
1/31/22 2/14 B72663		Bond Inter	rest		JE# 03	1590	148,80CR
		== JANUARY ACTIVITY		0.00	CR:	148.80CR	148.80CR
2/28/22 3/15 B73175		Bond Inter	rest		JE# 03	1889	202.45CR
		== FEBRUARY ACTIVITY		0.00	CR:	202.45CR	202.45CR
3/31/22 4/12 B73758		Bond Inter	rest		JE# 03	2234	456.09CR
		== MARCH ACTIVITY	DB:	0.00	CR:	456.09CR	456.09CR
:		== ACCOUNT TOTAL	DB:	0.00	CR:	807.34CR	
<b>_*_*_</b> *_*_*_*_*_*_*_*	**-	000 ERRORS IN	THIS REPORT!	*_*	_*_*_*-*-*	~*-*-*-*-* <b>-</b> * <b>-</b> *	
		** REPORT TOTA	ALS **	DEBIT	s	CREDITS -	
		BEGINNING BALANCES:			0.00	437.60	OCR
		REPORTED ACTIVITY:			0.00	807.34	4CR
		ENDING BALANCES:			0.00	1,244.94	4CR
		TOTAL FUND ENDING BA	LANCE:			1,244.94	
UND: 61 -EDC - DEBT S							
00-46010	Interest	Income			+ + + + He He		
		BEGINNING	BALANCE				
UND: 62 -EDC - CIP							
00-46010		Tncome	·····		<b></b>		
		BEGINNING	BALANCE				
UND: 67 -CCPC - CIP							
	Interest	Income					
		BEGINNING	BALANCE				

	FUND : 68	-2021 / Sep-20 -CCPC - DEBT S	22	DETAIL LISTING	;		PERIOD TO USE: J	-
POS	DEPT : N/I T DATE TRAN I	A REFERENCE	PACKET====DESC	RIPTION======	VEND	INV/JE	ACCOUNTS: 00-4601 # NOTE ==	_0 THRU 00-46( 
FUND:	68 -CCPC - DEB	SVC						
	00-46010	Interest In						
		В	EGINNING	BALANCE				
1/31,	/22 2/14 в72665	5	Bond Inte	rest		JE# 031	1592	53.14CR
			JANUARY ACTIVITY	DB:	0,00	CR:	53.14CR	53.14CR
2/28,	/22 3/15 873173	1	Bond Inte	rest		JE# 033	1891	72.48CR
			FEBRUARY ACTIVIT	Y DB:	0.00	CR:	72.48CR	72.48CR
3/31,	/22 4/12 B73760	)	Bond Inte	rest		JE# 032	2236	208.10CR
			MARCH ACTIVITY	DB:	0.00	CR:	208,10CR	208.10CR
			ACCOUNT TOTAL	DB:	0.00	CR:	333,72CR	
*_*_*	_*_*_*_*_*_*_*	-*-*-	000 ERRORS IN	THIS REPORT!	**	*_*_*_*-	_*_*-*-******	
			** REPORT TOT	ALS **	DEBIT	s	CREDITS -	
		В	EGINNING BALANCES:			0.00	142.12	
			EPORTED ACTIVITY:			0.00	333.72	
			NDING BALANCES: OTAL FUND ENDING B	ALANCE:		0.00	475.84 475.84	
FUND:	74 -CLFRF (Cord	onavirus)						
	00-46010	Interest In						
	00 40010		EGINNING	BALANCE				
FUND:	75 -COVID-19 GE							
	00-46010	Interest In						
		В	EGINNING	BALANCE				
FUND:	91 -ESCROW ACCO							
	00-46010	Interest In	come					
		В	EGINNING	BALANCE				
FUND:	92 -ESCROW ACCI	-stone brook						
	00 46010							
	00-46010	Interest In B	come EGINNING	BALANCE				

1-20-2023 11:32 A	AM HISTORY DETAIL LISTING	PAGE:	5
FUND : 93 -ES DEPT : N/A	D21 / Sep-2022 SCROW ACCT-RAY'S PL II PERIOD TO USI ACCOUNTS: 00- REFERENCE PACKET====DESCRIPTION===== VEND INV/JE # NOTI	-	THRU March THRU 00-46( F==== ===]
FUND: 93 -ESCROW ACCT-RA	AY'S PL II		
00-46010	Interest Income BEGINNING BALANCE		

FUND: 94 -ESCROW-THE BRIDGES PH 4B

00-46010 Interest Income

BEGINNING BALANCE

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#### \*\*\* GRAND TOTALS \*\*\*

	DEBITS	CREDITS
BEGINNING BALANCES:	0.00	5,045.86CR
REPORTED ACTIVITY:	0.00	12,297.09CR
ENDING BALANCES:	0.00	17,342.95CR
GRAND TOTAL ENDING BALANCE:		17,342.95CR

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#### SELECTION CRITERIA

HISTORY YEAR:	2021
FISCAL YEAR:	October / September
FUND:	A11
PERIOD TO USE:	January THRU March
TRANSACTIONS: BOTH	
ACCOUNT SELECTION	
ACCOUNT RANGE: 00-46	5010 THRU 00-46010
DEPARTMENT RANGE: -	THRU -
ACTIVE FUNDS ONLY:	NO
ACTIVE ACCOUNT ONLY:	NO
INCLUDE RESTRICTED A	CCOUNTS: NO
DIGIT SELECTION:	
PRINT OPTIONS	DETAIL
OMIT ACCOUNTS WITH N	O ACTIVITY: NO
PRINT ENCUMBRANCES:	NO
PRINT VENDOR NAME:	NO
PRINT PROJECTS:	NO
PRINT JOURNAL ENTRY	NOTES: NO
PRINT MONTHLY TOTALS	: YES
PRINT GRAND TOTALS:	YES
PRINT: INVOICE #	
PAGE BREAK BY: NONE	

\*\*\* END OF REPORT \*\*\*

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#### City of Crowley Quarterly investment Report 06/30/2022

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	General	Court-Special Revenue	PEG -Special Revenue	TIF/TIRZ	Truancy	Donation	Debt Service	Construction in Progress	Water	Water Construction in Progress	48 Economic Development	CCPC	Grant	Escrow	Total in Investment Account
Texpool 1111	16,768,358	39,479	249,460	1,214,267	11,821	68,952	1,361,000	579,785	3,089,014	268,658					23,650,795
Texpool 2002 CO Bond											1,601,679				1,601,679
Texpool 2005 CO Bond											. ,	1,770,240			1,770,240
Texpool 2012 CO Bond	68,390							168,470							236,860
Texpool 2016 CO Bond	134,443								1,021,348						1,155,790
Texpool - 2018 CO Bond	267,461							344,805			1,804,715				2,416,981
Texpool - 2019 CO Bond									62,381	7,981,587	. ,				8,043,969
Texpool - 2020 CO Bond											-				
Texpool - 2021 CO Bond	26,900						25,518	13,964,580							14,016,997
Total by Fund	17,265,551	39,479	249,460	1,214,267	11,821	68, <del>9</del> 52	1,386,518	15,057,640	4,172,743	8,250,245	3,406,393	1,770,240	-		52,893,311
Interest Earned	64,877			249					14,872	1	4,788	2,768		d	87,554

Lori MWatron 1-19-2025

#### CITY OF CROWLEY INVESTMENTS 2ND QUARTER (APR 2022 - JUN 2022) FYE 09/30/2022

Control         Control <t< th=""><th>Fund Description</th><th>Beginning Balance</th><th>Debits</th><th>Credits</th><th>Adjusted Balance as of 06/30/22</th><th>Balance per Bank as of 06/30/22</th><th>Deposits in Transit</th><th>Difference</th></t<>	Fund Description	Beginning Balance	Debits	Credits	Adjusted Balance as of 06/30/22	Balance per Bank as of 06/30/22	Deposits in Transit	Difference
00 Tepsed 2111 10 Tepsed 2117 10 Tepsed 2117	TerPool 2200100004 Sales Tar					-		
11 Tagend H111 12 Tagend H111 13 Tagend H111 14 Tagend H111 15 Tagend H11 15 Tagend H111 15 Tagend H111		\$ 14.034.544.38	3,473,813,39	740.000.00	\$ 16,768,357,77			
14 Topod H11   1 14 62742   1 1		\$ 39,479.28	<b>1</b> ··· <b>1</b> ··	,				
15 Trajo di 111 15 Trajo di 1111 15 Trajo di 1111 15 Trajo di 1111 15 Trajo di 1111 15	12 Texpool #1111	\$ 249,460.29						
In Trajenti 1111         In Control 120         In Co								
20 Target 2111 20 Target 21111 20 Target 21111 20 Target 21111 20 Target 21111 20 Target								
9.1 Tapped H111       9. CP3,44,74       9. CP3,44,74       9. CP3,44,74         9.1 Tapped H111       9. CP3,44,74       9. CP3,44,74       9. CP3,44,74         9.1 Tapped H111       9. CP3,44,74       9. CP3,44,74       9. CP3,44,74         9.1 Tapped H111       9. CP3,44,74       9. CP3,44,74       9. CP3,44,74         9.1 Tapped H111       9. CP3,44,74       9. CP3,44,74       9. CP3,44,74         9.1 Tapped H111       9. CP3,44,74       9. CP3,44,74       9. CP3,44,74         9.1 Tapped H111       9. CP3,44,74       9. CP3,44,74,74       9. CP3,44,74,74       9. CP3,44,74,74         9.1 Tapped H111       9. CP3,44,74,74       9. CP3,44,74,74       9. CP3,44,74,74       9. CP3,44,74,74       9. CP3,44,74,74         9.1 Tapped H111       9. CP3,44,74,74       9. CP3,44,74,74 <t< td=""><td></td><td>\$ 68,951,62</td><td>20.222.64</td><td></td><td></td><td></td><td></td><td></td></t<>		\$ 68,951,62	20.222.64					
B0 Table 1111 B0 Table 2000 1111 B0 Table 2000 10 10 10 2000 10 10 10 2000 10 10 10 2000 10 10 10 2000 10 10 10 10 10 10 10 10 10 10 10 10			22,322.01					
D Devised Cable     8     955,0812.0     8     255,002.00       D Target 41111     8     107,423.27     22,007.30       D Target 41111     8     107,423.27     22,007.30       D Target 41111     8     1     107,423.27     22,007.30       D Target 41111     8     1     107,423.27     22,007.30       D Target 41111     8     1     107,423.27     22,007.07.5     1,007.423.27       D Target 41111     8     1     107,423.27     22,007.07.5     1,007.423.27       D Target 41111     8     1     107,423.27     2,20,07.07.5     1,007.671.51       D Target 4000     1     1     1     1     1     1       D Target 4000     1     1     1 <td></td> <td></td> <td></td> <td>185.000.00</td> <td></td> <td></td> <td></td> <td></td>				185.000.00				
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B2 Texpol # 2005       \$ <ul> <li>S Texpol # 2005</li> <li>S 1,000,822.82</li> <li>S 27,347.28</li> <li>Texpol # 2005</li> <li>S 1,000,822.82</li> <li>S 327,347.28</li> <li>Texpol # 2006</li> <li>S - 0.01</li> <li>S 1,770,238.77</li> <li>S 0.01</li> <li>Texpol # 2009</li> <li>S - 0.01</li> <li>S - 0.00</li> <li>S - 0.01</li> <li>S - 0.00</li> <li>S - 0.01</li> <li>S - 0.01</li> <li>S - 0.00</li> <li>S - 0.01</li> <li>S - 0.02,755.00</li> <li>S - 0.01</li> <li>S - 0.02,755.00</li> <li>S - 0.02,746.00</li> <li>S - 0.02,746.00</li> <li>S - 0.02,746.00</li></ul>			-	-	-			
Bit Tempol # 2005         \$         1.000,82.02         327,347.29         166,840.34         1.770,239.77           Instant 202010918 2005         \$         1.000,822.62         327,347.29         \$         166,840.34         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         1.770,239.77         \$         0.01 <td< td=""><td></td><td></td><td>-</td><td>-</td><td>-</td><td></td><td></td><td></td></td<>			-	-	-			
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Strol 220109016 209 CO Bonds 10 Texpol # 2009         \$         .         0.01         .         \$         0.01           20 Texpol # 2009         \$         .         .         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         0.00         .         .         .         0.00         .         .         0.01         .         .         .         .         .         0.01         .         .         0.01         .			327,347.29	166,940.34	1,770,239.77			
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10 Texpool #2012 \$ 67,002.39 587.77 - \$ 66,300.16 20 Texpool #2012 \$ 389,204.70 - 200,735.00 166,469,70 \$ 399,204.70 - 200,735.00 166,469,70 \$ 437,007.09 \$ 587.77 \$ 206,735.00 166,469,70 \$ 437,007.09 \$ 587.77 \$ 206,735.00 \$ 236,859.86 \$ 235,859.86 \$ 3.000 \$ 437,007.09 \$ 587.77 \$ 206,735.00 \$ 236,859.86 \$ 235,859.86 \$ 3.000 \$ 437,007.09 \$ 587.77 \$ 206,735.00 \$ 236,859.86 \$ 235,859.86 \$ 3.000 \$ 10 Texpool #2016 \$ 132,999.76 1,442.80 - \$ 134,442.56 \$ 132,999.76 1,442.80 - \$ 134,442.56 \$ 132,999.76 1,442.80 - \$ 134,442.56 \$ 137,700 \$ 1,442.74 1,002,844.90 \$ 1,021,347.67 \$ 2,165,742.59 2,892.54 1,002,844.90 \$ 1,021,347.67 \$ 2,165,742.59 2,892.54 1,002,844.90 \$ 1,165,790.18 \$ \$ 2,022,742.83 1,449.74 1,002,844.90 \$ 1,165,790.18 \$ \$ 10 Texpool #2016 \$ 2,025,853.64 040,810.88 2,085,880.96 \$ 344,805,28 \$ 0,00 - \$ 0,00 \$ 0,00 - \$ 0,00 \$ 0,00 - \$ 0,00 \$ 0,00 - \$ 0,00 \$ 10 Texpool #2016 \$ 2,025,853.64 040,810.88 2,085,880.96 \$ 344,805,28 \$ 0,160 - \$ 0,00 \$ 1,804,2014 02 18 \$ 1,804,211.495 \$ 1,804,201.40 2,037,59 31,604,13 \$ 1,904,714,95 \$ 0,00 - \$ 0,203.84 4,805,28 \$ 0,00 - \$ 0,203.84 4,805,28 \$ 0,000 - \$ 0,203.84 4,805,28 \$ 4,124,122.84 410,317,88 2,117,466,09 \$ 2,416,981,33 \$ 2,416,981,33 \$ 3,400,00.1 12,876,74 9,306,25 \$ 0,043,970.60 \$ 8,043,970.60 \$ \$ 206,280,17 377,258.41 583,526.56 \$ - \$ 206,280,17 377,258.41 583,526.58 \$ - \$ 206,280,17 377,258.41 583,526,50 00 - \$ 206,280,17 377,2	51 Texpool # 2009		0.01					\$ 000000000 <u>2</u> 00
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31 Texpool #2012       \$ 369:204.70       - 200,735.00       168,489.70         is       437,007.09       \$ 567.77       \$ 200,735.00       \$ 236,859.86       \$ 236,859.86       \$ 0.00         exPool 2016 CD Bonds       i       i       132,999.76       1,442.80       -       \$ 134,442.56       \$ 0.00         20 Texpool #2016       \$ 132,999.76       1,442.80       -       \$ 134,442.56       -       \$ -       -       \$ -       -       \$ -       -       -       \$ -       -       \$ -       -       \$ -       -       -       \$ -       -       -       \$ -       -       \$ -       -       \$ -       -       -       \$ -       -       -       \$ -       -       -       -       \$ -       -<				-	+			
$\frac{1}{8} \frac{437,007,09}{8} \frac{567,77}{8} \frac{206,735,00}{8} \frac{236,859,86}{236,659,86} \frac{2}{3} \frac{236,659,86}{8} \frac{3}{3} 0.00$			-	200,735,00	168,469.70			
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$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$		\$ -		-				
$\frac{\$ 2,155,742.59 2,892.54 1,002,844.90 \$ 1,155,790.23 1,155,790.18}{1,155,790.18}$		\$-	-	-				
$\frac{1}{10 \text{ Texpool} \cdot 2018 \text{ CO Bonds}}{10 \text{ Texpool} \#2018} \\ \begin{array}{r} $ 263,991,78 \\ $ 263,991,78 \\ $ 3,469,41 \\ $ 0.00 \\ $ 0.0$	50 Texpool #2016					4455 700 40		👍 sérentésétetetetete
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		\$ 2,155,742.59	2,892.54	1,002,844.90	\$ 1,100,790.23	1,155,750,16		h <b>p</b> ullippluulputp <del>,</del> du
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	xpool - 2018 CO Bonds							
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$			3,469.41	-				
60 Texpool #2018 $\frac{\$}{1,834,281.40}$ $2,037,59$ $31,604.13$ $\$$ $1,804,714.86$ $\$$ $4,124,128.54$ $410,317.88$ $2,117,466.09$ $\$$ $2,416,981.33$ $\$$ $2,416,981.41$ $\$$ $5$ $5,936,950.99$ $$$ $$,9306.25$ $$,9043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$ $$,8,043,970.50$				0 00E 0E0 0E				
$\frac{2019 \text{ CO Bonds}}{50 \text{ Texpool #2019}} \\ \begin{array}{r} $ & 49,504.67 & 12,876.74 & - & $ & 52,381.41 \\ 51 \text{ Texpool #2019} & $ & 49,504.67 & 12,876.74 & - & $ & 52,381.41 \\ \hline 51 \text{ Texpool #2019} & $ & 7,990,995.34 & - & 9,306.25 & $ & 7,981,589.09 \\ \hline $ & 8,040,400.01 & 12,876.74 & 9,306.25 & $ & 8,043,970.50 & $ & 8,043,970.50 \\ \hline $ & 8,040,400.01 & 12,876.74 & 9,306.25 & $ & 8,043,970.50 & $ & 8,043,970.50 \\ \hline $ & 8,040,400.01 & 12,876.74 & 9,306.25 & $ & 8,043,970.50 & $ & 8,043,970.50 \\ \hline $ & 8,040,400.01 & 12,876.74 & 9,306.25 & $ & 8,043,970.50 & $ & 8,043,970.50 \\ \hline $ & 8,040,400.01 & 12,876.74 & 9,306.25 & $ & 8,043,970.50 & $ & 8,043,970.50 \\ \hline $ & 8,040,400.01 & 12,876.74 & 9,306.25 & $ & $ & $ & $ & $ & $ & $ & $ & $ & $		\$ 2,020,000,00 \$ 1,834,281,40						
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	60 (expool#2016	\$ 4,124,128.54				\$ 2,416,981.33		\$.890688868 <b>2</b> 88
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$								
51 Texpool #2019       \$ 7,990,895.34       -       9,306.25       \$ 7,981,689.09         \$ 8,040,400.01       12,876.74       9,306.25       \$ 8,043,970.50       \$ 8,043,970.50         expool - 2020 CO Bonds       \$ 206,268.17       377,258.41       583,526.58       \$ -         60 Texpool #2020       \$ 206,268.17       377,258.41       \$ 583,526.58       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,268.17       377,258.41       \$ -       \$ -       \$ -         \$ 206,269.57       201       \$ 25,517.91       -       \$ 25,517.91       \$ -         20 Texpool #2021       \$ 13,984,660.00       -       20,080.00       \$ 13,964,580.00       -         31 Texpool #2021       <		¢ 40.504.67	10 976 74		\$ 62.381.44			
\$       8,040,400.01       12,876.74       9,306.25       \$       8,043,970.50       \$       8,043,970.50         \$			12,870.74					
expool - 2020 CO Bonds       \$       206,268.17       377,258.41       583,526.58       \$       -       \$       \$       -       \$       \$       -       \$       -       \$       \$       -       \$       26,899.57       20       7       20       7       20       5       25,517.91       -       -       \$       25,517.91       -       -       \$       25,517.91       3       31       39,8001 #2021       \$       13,984,680.00       -       20,080.00       \$       13,984,580.00       -       13,984,580.00       -       -       \$       26,080.00       -       -       13,984,580.00       -       -       \$       25,017.91       -       -	51 Texpool#2018		12.876.74			\$ 8,043,970,50		<b>:\$</b> :::::::::::::::::::::::::::::::::::
60 Texpool #2020       \$ 206,268.17       377,258.41       583,526.58       - <td< td=""><td></td><td><u> </u></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>		<u> </u>						
\$         206,268.17         377,268.41         \$					•			
sxpool - 2021 CO Bonds         \$	60 Texpool #2020	\$ 206,268.17		583,526.58		÷		
xxpopl - 2021 CO Bonds           10 Texpool #2021         \$ 4,456.88         22,442.69         -         \$ 26,899.57           20 Texpool #2021         \$ 25,517.91         -         -         \$ 25,517.91           31 Texpool #2021         \$ 13,984,660.00         -         20,080.00         \$ 13,964,580.00		<b>\$</b> 206,268.17	311,258.41		<u>ې</u> -	<u> .</u> .		\$3000000000000000000000000000000000000
10 Texpool #2021       \$ 4,456.88       22,442.69       -       \$ 26,899.57         20 Texpool #2021       \$ 25,517.91       -       -       \$ 25,517.91         31 Texpool #2021       \$ 13,984,660.00       -       20,080.00       \$ 13,964,580.00	waal 1006 CC Deeds							
20 Texpool #2021         \$ 25,517.91         -         -         \$ 25,517.91           31 Texpool #2021         \$ 13,984,660.00         -         20,080.00         \$ 13,964,580.00		\$ 4456.99	22 442 69	-	\$ 26 899 57			
31 Texpool #2021 \$ 13,984,660.00 - 20,080.00 \$ 13,964,580.00			22,742.00	-				
			-	20,080.00				
			22,442.69 \$			\$ 14,016,997.48		<b>.\$</b> editerenterine

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1-		23 11:3			Y DETAIL LISTING	3		PAG	E: 1	
YEA			-2021 / Sep-202	2				PERIOD TO USE: Apr.	il THRU J	Tune
FUN DEF		: N/A	-GENERAL FUND					ACCOUNTS: 00-46010		)0-4601(
				PACKET====DES	CRIPTION======	VEND	INV/JE #		=AMOUNT====	
00-	-46010		Interest Inc							
			ВЕ	GINNING	BALANCE					12
4/30/22	5/12	B74330	Interest043022	Bond Inte	erest		JE# 032	547	10,601.770	CR 2
				APRIL ACTIVITY	DB:	0.00	CR:	10,601.77CR	10,601.770	۲
5/31/22	6/15	в74863	Interest053122	Bond Inte	erest		JE# 032	805	21,360.160	CR 4
				MAY ACTIVITY	DB:	0.00	CR:	21,360.16CR	21,360.16CH	ર
6/30/22	7/20	в75439	Interest063022	Bond Int	erest		JE# 033	102	32,914.590	CR I
-,, -				JUNE ACTIVITY	DB:	0.00	CR:	32,914.59CR	32,914.59CH	R
				ACCOUNT TOTAL	DB:	0.00	CR:	64,876.52CR		
*****	-*-*-*			000 ERRORS II	N THIS REPORT!	*-*	<b>_</b> * <u>_</u> * <u>_</u> *_*_*_*	*_*-* <b>-</b> * <b>-</b> *-*-*		
				** REPORT TO	FALS **	DEBIT	s	CREDITS		
			BE	GINNING BALANCES	:		0.00	12,730.80CR		
			REI	PORTED ACTIVITY:			0.00	64,876.52CR		
			ENI	DING BALANCES:			0.00	77,607.32CR		
			TO	FAL FUND ENDING I	BALANCE:			77,607.32CR		
			-INKIND PEG							
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FTIND: 14	-SPECT	AL REVI	ENUE- TIRZ/TIF				,			
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00-	46010		Interest Inco B E	ome GINNING	BALANCE					
4/30/22	5/02	в74037	Interest043022	Bank Inte	erest		JE# 032	359	6.010	CR
				APRIL ACTIVITY	DB:	0.00	CR:	6.01CR	6.010	3
5/31/22	6/15	B74852	Interest053122	Bank Inte	erest		JE# 032	795	47.650	CR
				MAY ACTIVITY	DB:	0.00	CR:	47.65CR	47.65C	3
6/30/22	7/20	в75454	Interest063022	Bank Int	erest		JE# 033	117	195,230	CR
·				JUNE ACTIVITY	DB:	0.00	CR:	195.23CR	195.2301	ર
				ACCOUNT TOTAL	DB:	0.00	CR:	248.89CR		

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00-46010 Interest Income

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5/31/22 6/15 B74866	Bond Inte	erest		JE# 032	808	900.86CR
	MAY ACTIVITY	DB:	0.00	CR:	900.86CR	900.86CR
6/30/22 7/20 B75442	Bond Inte	erest		JE# 033	105	1,458.92CR
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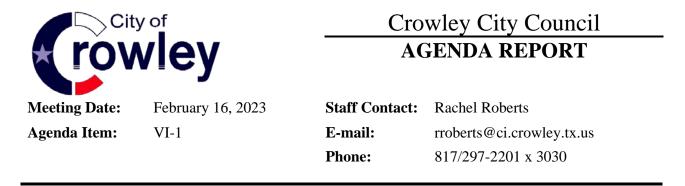
SELECTION CRITERIA

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SUBJECT: Hold a public hearing to discuss and consider Ordinance 02-2023-478, an Ordinance of the City of Crowley, approving a specific use permit to allow construction trailers for the Karis Addition on an approximately 0.9350 acre property located on N. Industrial Blvd and having an address of 410 N. Tarrant Street. The property is identified in the Tarrant Appraisal District records as Samuel T. Wells Survey Abstract 1684 Tract 1B03. SUP-2022-001

BACKGROUND AND OVERVIEW			
Request	SUP to allow construction trailers for the Karis Addition		
Applicant	The Nehemiah Company		
Location	410 N Tarrant St, Crowley, TX 76036		
Surrounding Uses	Currently vacant, primarily residential, industrial to the south		
Surrounding Zoning	Karis PD to the east, west, and north; Industrial zoning district to the south		
Future Land Use Plan Designation	High Density Single Family Residential		
Staff Recommendation	Approve		
Planning & Zoning Commission Recommendation	Approve		

# BACKGROUND

The Karis Addition builders have started the building permit application process. The applicant, thus, is requesting the City to allow a temporary construction field office on site. As per the adopted PD ordinance 06-2018-332, a temporary construction trailer at Karis Addition requires a specific use permit. The applicant has requested to allow six trailers on one lot under the specific use permit, since the trailers are temporary in nature. If the SUP is permitted, then after the minor plat is filed, the applicant can apply for a temporary structure permit.

# SURROUNDING PROPERTIES AND NEIGHBORHOOD

The project is located on North Industrial Blvd and is a part of Karis Addition PD district but has not been platted yet (plat is pending as a minor plat under staff review). The south property line of the SUP lot is adjacent to the Industrial zoning district. The properties to the east, west, and north of the proposed SUP lot are within the Karis PD.

# **STAFF REVIEW**

The staff has based their review on the criteria listed in Section 106.34(C) of the zoning code.

#### Conformity with the Comprehensive Land Use Plan

The property is shown as Single Family High Density Residential in the future land use plan. Any temporary use on Karis Addition PD is subject to the approval of a specific use permit. The construction trailers are a temporary use that will support the ongoing development in the Karis PD. As the use is temporary in nature and will facilitate the construction of single family residential buildings, it does not conflict with the comprehensive plan.

# Compliance with the Zoning District Requirements

As per the PD ordinance, every structure requiring a permit must be reviewed by the architectural review committee. Therefore, the construction trailer permits are required to be reviewed by the town architect. The town architect shall make a final decision if an architectural review is required or not. Since this is a temporary use, staff does not see any issue with allowing all six trailers to be placed on a single lot. The site meets the intent of the zoning district including the setback and height requirements. These requirements along with any other applicable requirements will be reviewed during the permit application process. The site meets requirements of the fire code setbacks.

#### Compliance with the Subdivision Standards

In addition to the above requirements, the site needs to be platted in order to approve the temporary building permits. All necessary utilities, road access, and drainage are in place already. The applicant has made a minor plat application to comply with the subdivision standards. The plat was recently approved and is expected to be filed soon.

#### Conformance with Other Requirements

#### Contribution to the general welfare/benefit to the city

The request will not cause harm to the general welfare of the city.

#### Scale with the existing neighborhood

The request does not conflict with the scale of the ongoing development.

#### Site and operational requirements

The site plan shows the landscape and parking layout, which will be maintained by the owner throughout the construction of Karis Addition. The proposed temporary use is not expected to create offensive odors, dust, noise, vibration, or visual blight.

The temporary use is not expected to cause any damage to other adjacent land owners, natural resources, cultural landmarks, or to cause disruption to other properties or businesses. The issuance of an SUP for the construction trailers will not impede the development of the neighboring vacant properties.

The construction trailer site is not expected to create a substantial traffic impact on the adjoining properties and street network.

# STAFF RECOMMENDATION

The staff has no reservations with regard to this request. Staff recommends approval. However, the construction trailer permit applications will be only accepted after the minor plat has been filed and written confirmation from the village architect (third party reviewer hired by the developer, as required by the Karis PD) has been received that architectural review is not required.

# PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission considered this case on January 23. One person spoke at the public hearing to ask questions. He was concerned about noise and asked who he should call if there were noise issues and he wanted to make a complaint; staff and Council member Jimmy McDonald answered his questions. After closing the public hearing, the Commission voted to recommend approval.

# **ACTION BY THE CITY COUNCIL**

Sample motions are provided below. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 02-2023-478 and the accompanying site plan.

**Approve with conditions**: I make a motion to approve Ordinance No. 02-2023-478 and the accompanying site plan under the following conditions [**list conditions**].

**Deny**: I make a motion to deny Ordinance No. 02-2023-478

Postpone: I make a motion to continue consideration of Case # SUP-2022-001 until [specify date].

# ATTACHMENTS:

- Maps showing site, zoning classification, current land uses, and future land use plan designation
- Application
- Site plan
- Illustration showing proposed construction trailers
- Landscape plan



# OWNER/DEVEOPER

THE NEHEMIAH COMPANY 4010 NORTH COLLINS STREET ARLINGTON, TX 76005 (817) 200-6543 HOWARD PORTEUS HPORTEUS@THENEHEMMIAHCOMPANY.COM

# DISTRICT

KARIS MUNICIPAL MANAGEMENT DISTRICT 3100 McKINNON ST. SUITE 1100 DALLAS, TX 75201 (214) 981-9090 CHRIS JORDAN CJORDAN@CRAWLAW.NET

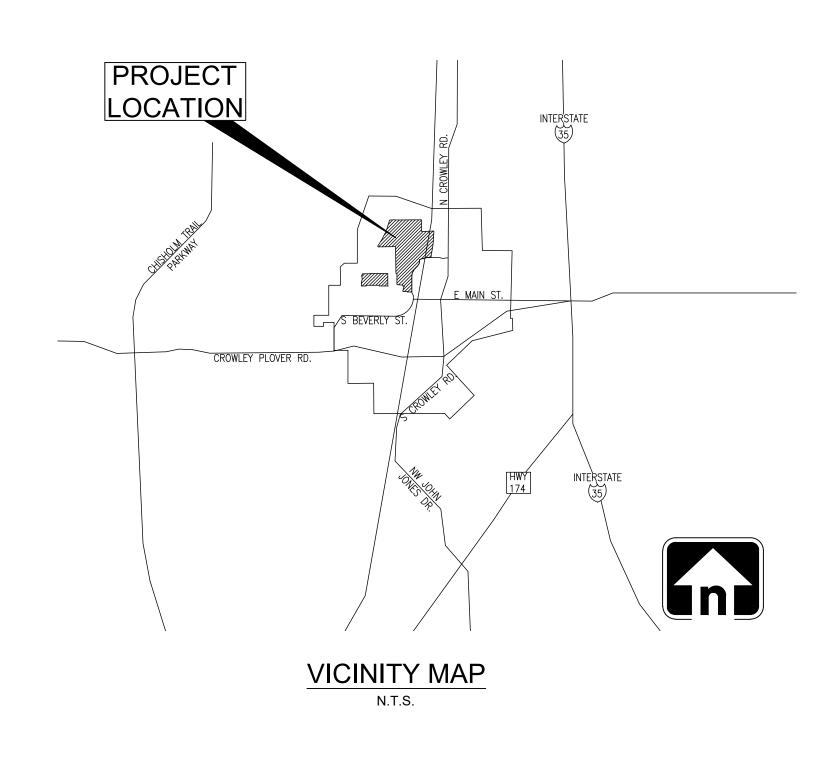
# ENGINEER

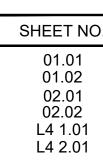


GRAHAM ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

# SITE PLAN (SPECIFIC USE PERMIT) FOR KARIS CONSTRUCTION TRAILERS

CITY OF CROWLEY TARRANT COUNTY, TEXAS





# JANUARY 2023

## INDEX OF SHEETS

Э.	DESCRIPTION
	GENERAL NOTES MINOR PLAT SITE PLAN DETAILS LANDSCAPE & SCREENING PLAN PLANTING DETAILS



#### GENERAL NOTES

- 1. ALL ITEMS DESIGNATED FOR REMOVAL SHALL BE REMOVED COMPLETELY FROM THE SITE AND DISPOSED OF AT AN APPROVED DISPOSAL SITE ACCEPTABLE TO THE CITY OF CROWLEY.
- 2. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF CROWLEY CONSTRUCTION STANDARDS AND SPECIFICATIONS AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION".
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A TWO YEAR MAINTENANCE BOND ON ALL WATER, SANITARY SEWER, STORM DRAINAGE, AND STREET FACILITIES, (INCLUDING EXCAVATIONS AND FILL) WITHIN ALL DEDICATED RIGHT-OF-WAYS AND FASEMENTS.
- 4. THE CONTRACTOR SHALL ERECT ALL NECESSARY BARRICADES TO PROTECT VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE COURSE OF CONSTRUCTION, TO THE SATISFACTION OF THE CITY OF CROWLEY AND THE OWNER. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM THE CITY OF CROWLEY, PRIOR TO ACCOMPLISHING WORK IN AREAS ADJOINING PUBLIC STREETS
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING TREES, PAVING, UTILITIES IRRIGATION, AND DRAINAGE FACILITIES IN AND ADJACENT TO THE CONSTRUCTION AREA THAT ARE TO REMAIN.
- 6. THE CITY OF CROWLEY'S INSPECTOR OVERTIME POLICY ALLOWS THE CONTRACTOR TO WORK PER CITY SPECIFICATIONS MONDAY THROUGH SATURDAY. NO WORK IS ALLOWED ON SUNDAY. SATURDAY WORK REQUIRES A FOUR HOUR MINIMUM CHARGE. OVERTIME CHARGES OF \$40.00 PER HOUR SHALL BE PAID BY THE CONTRACTOR DIRECTLY TO THE CITY FOR WORK OUTSIDE OF NORMAL WORK WEEK (i.e. MONDAY THROUGH FRIDAY)
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A TRENCH SAFETY PLAN, PREPARED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER, TO THE CITY OF CROWLEY, PUBLIC WORKS DEPARTMENT PRIOR TO COMMENCING CONSTRUCTION OF THESE IMPROVEMENTS. THE TRENCH SAFETY PLAN SHALL BE IN ACCORDANCE WITH CITY STANDARD, TEXAS STATE LAW, AND O.S.H.A STANDARDS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BOTH HARD COPY AND ELECTRONIC COPY "AS-BUILT" DRAWINGS AND PLANS TO THE ENGINEER. WITH COPIES FOR THE CITY OF CROWLEY. SHOWING EXACT HORIZONTAL AND VERTICAL LOCATIONS OF ALL IMPROVEMENTS CONSTRUCTED WITHIN THE SCOPE OF THESE PLANS.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A TESTING LABORATORY TO ACCOMPLISH CONSTRUCTION MATERIAL TESTING IN ACCORDANCE WITH THE SPECIFICATIONS AND AS NOTED HEREON. THE CONTRACTOR SHALL COORDINATE ALL NECESSARY TESTING WITH THE DESIGNATED LABORATORY AND PROVIDE TEST RESULTS TO THE CITY/OWNER.
- 10. ALL TRENCHES UNDER OR WITHIN 1 FOOT OF PROPOSED PAVEMENT SHALL BE BACKFILLED WITH SELECT FILL IN MAX. 6" LOOSE LIFTS AND MECHANICALLY COMPACTED TO A MIN. 95% OF THE MAXIMUM DENSITY PER ASTM D-698, AT -1 TO +3 PERCENT OF THE OPTIMUM MOISTURE CONTENT.
- 11. PRIOR TO BEGINNING ANY CONSTRUCTION ON THIS PROJECT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS) MEETING THE MINIMUM REQUIREMENTS OF CITY OF CROWLEY REQUIREMENTS MUST BE SUBMITTED AND APPROVED BY THE ENVIRONMENT MANAGEMENT DIVISION PRIOR TO ANY EXCAVATION, CLEARING, GRUBBING OR GRADING CAN COMMENCE.

#### <u>PAVING NOTES</u>

- 1. THE CONTRACTOR SHALL ACCOMPLISH FULL DEPTH SAW-CUTTING OF EXISTING PAVEMENT TO THE LINES AS SHOWN ON THE PLANS PRIOR TO REMOVAL.
- 2. ALL TIES TO EXISTING PAVEMENT SHALL BE IN ACCORDANCE WITH THE CITY OF CROWLEY STANDARD SPECIFICATIONS AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" FOR CITY STREETS.
- 3. ALL NEW PAVEMENT SHALL BE REINFORCED CONCRETE PAVING PER THE SOILS REPORT.
- 4. ALL REINFORCING STEEL FOR PAVEMENTS SHALL BE NO. 4 BARS ASTM 616 GRADE 60, SPACED ON 24" C-C BOTH WAYS AND PLACED IN CONFORMANCE WITH ITEM 440 OF THE "TEXAS DEPARTMENT OF TRANSPORTATION:, "STANDARD SPECIFICATION FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES: DATED NOVEMBER 1, 2014.
- 5. ALL CONCRETE SHALL HAVE A MIN. 28 DAY COMPRESSIVE STRENGTH OF 3600 P.S.I., A MIN. FLEXURAL STRENGTH OF 575 P.S.I. AT 7 DAYS, AN AIR ENTRAINMENT ADMIXTURE OF 3% - 6%, AND BE PLACED IN CONFORMANCE WITH ITEM 2.2 PORTLAND CEMENT CONCRETE AND RELATED MATERIALS OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION".
- TRANSVERSE AND LONGITUDINAL EXPANSION AND CONTRACTION CONTROL JOINTS SHALL BE IN CONFORMANCE WITH CITY OF CROWLEY "PAVING DETAILS" AND TO THE SATISFACTION OF THE ENGINEER. ALL SAWED JOINTS SHALL BE ACCOMPLISHED WITHIN 12 HOURS OF PLACEMENT OF CONCRETE.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL CONCRETE TESTING FOR FLEXURAL AND COMPRESSIVE STRENGTHS AND PROVIDING TEST REPORTS TO THE ENGINEER. TESTING SHALL BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREET, AND BRIDGES" DATED NOVEMBER 1, 2014.
- 8. ALL PAVEMENT SUBGRADE SHALL BE PROOFROLLED PRIOR TO STABILIZATION TO DETECT ANY SOFT OR PUMPING AREAS SO THEY MAY BE REMOVED AND REPLACED.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DENSITY AND MOISTURE TESTS OF THE PAVEMENT SUBGRADE AND PROVIDING THE ENGINEER WITH COPIES OF ALL TESTS.
- 10. THE CONTRACTOR SHALL PREPARE A PAVEMENT JOINTING PLAN AND SUBMIT SAME TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTING CONCRETE PAVEMENT.
- 11. SIDEWALKS ALONG PLATTED LOTS ARE REQUIRED TO BE CONSTRUCTED WITH STREET PAVING WHEN NOT ABUTTING RESIDENTIAL LOTS.
- 12. CITY OF CROWLEY WILL NOT ALLOW FLY ASH IN CONCRETE MIX.

#### SANITARY SEWER NOTES

- 1. ALL SEWER PIPE TO BE USED SHALL BE SDR-26 WITH BELL AND SPIGOT JOINTS WITH COMPRESSION RUBBER GASKET JOINT FILLER UNLESS OTHERWISE SHOWN.
- 2. ALL TRENCHING, BEDDING, AND BACKFILL SHALL BE IN ACCORDANCE WITH THE CITY OF CROWLEY STANDARD SPECIFICATIONS AND AS PER THE CITY SANITARY SEWER DETAILS.
- 3. ALL TRENCHES UNDER OR WITHIN 1' OF PAVEMENT SHALL BE BACKFILLED WITH 2:27 (SEE CITY OF CROWLEY DETAILS). 4. THE CONTRACTOR SHALL ACCOMPLISH EXFILTRATION TEST (PNEUMATIC METHOD) IN ACCORDANCE WITH THE T.C.E.Q. REQUIREMENTS.
- 5. ALL TIES TO EXISTING FACILITIES SHALL BE MADE WITH THE APPROVAL OF THE CITY OF CROWLEY.
- 6. SECTION 317.2 (a) (5) (B) OF THE TEXAS WATER COMMISSION CRITERIA REQUIRES DEFLECTION TESTING OF ALL FLEXIBLE AND SEMI-RIGID PIPE. THE CONTRACTOR SHALL CONDUCT THE TEST AFTER FINAL BACKFILL HAS BEEN IN PLACE FOR A MIN. OF 30 DAYS. NO PIIPE SHALL EXCEED A DEFLECTION OF 5%. THE DEFLECTION TESTS SHALL BE RUN USING A RIGID MANDEREL WITH A MIN. DIAMETER OF 95% OF THE PIPE INSIDE DIAMETER. THE TESTS SHALL BE ACCOMPLISHED WITHOUT THE USE OF A MECHANICAL PULLING DEVICE.
- 7. WHEN A SEWER LINE IS WITHIN 9 FEET OF A WATER LINE, THE SEWER LINE PIPE SHALL BE CONSTRUCTED WITH CLASS 150, PRESSURE RATED PIPE TO THE SATISFACTION OF THE CITY OF CROWLEY
- 8. ALL SEWER SERVICE LINES OUTSIDE OF DEDICATED EASEMENTS AND RIGHT-OF-WAYS SHALL BE CONSTRUCTED IN
- ACCORDANCE WITH THE CITY OF CROWLEY BUILDING CODE AND TO THE SATISFACTION OF THE CITY BUILDING OFFICIAL 9. THE CONTRACTOR SHALL USE OSHA APPROVED CONFINED SPACE ENTRY PROCEDURES WHEN ENTERING SANITARY SEWER MANHOLES. THE SAFETY EQUIPMENT SHALL BE FURNISHED BY THE CONTRACTOR AND SHALL BE OSHA CERTIFIED. PERSONS WORKING IN THESE AREAS SHALL BE TRAINED IN THE PROPER USE OF SAFETY EQUIPMENT.
- 10. ANY TRENCH 5' OR GREATER IN DEPTH SHALL BE EXCAVATED PER AN APPROVED TRENCH SAFETY PLAN AND THE CONTRACTOR SHALL PULL TRENCH BOXES WHERE NECESSARY.
- 11. THE CONTRACTOR SHALL SET THE TOPS OF MANHOLES AT ONE FOOT (1') BELOW THE TOP OF THE SUBGRADE WHERE IN FUTURE PAVEMENT, OR FLUSH WITH THE EXIST. GROUND WHERE IN PARKWAYS. THE PAVING CONTRACTOR SHALL BRING THE MANHOLES TO GRADE IN HIS CONTRACT.
- 12. DENSITY TESTS WILL BE REQUIRED IN THE TRENCH BACKFILL.
- 13. ALL MAINS INSTALLATIONS SHALL INCLUDE UTILITY MARKING TAPE ABOVE PIPE.

#### POTABLE WATER NOTES

- 1. DISINFECTION OF NEW AND REPAIRED WATER MAINS SHALL BE IN ACCORDANCE WITH NCTCOG STANDARDS. ALL NEW WATER LINES SHALL BE DISINFECTED BEFORE THEY ARE PLACED INTO SERVICE. ALL WATER MAINS TAKEN OUT OF SERVICE FOR INSPECTION, REPAIRING, OR ANY OTHER ACTIVITIES SHALL BE DISINFECTED BEFORE THEY ARE PLACED BACK INTO SERVICE.
- 2. THE CITY WILL PROVIDE AND APPROVE BACTERIOLOGICAL TESTS BEFORE PLACING ANY NEW OR REPAIRED WATER LINE INTO SERVICE AT THE DEVELOPERS EXPENSE.
- 3. WATER MAINS 12" AND SMALLER SHALL BE CLASS 150, DR-18 PVC CONFORMING TO AWWA C900 OR DUCTILE IRON CONFORMING TO AWWA C151/A21.51 STANDARDS. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH POLLY.
- 4. THE CONTRACTOR SHALL MAINTAIN A MIN. SEPARATION OF 24" BETWEEN WATER LINES AND ALL OTHER UNDERGROUND FACILITIES.
- 5. ALL WATER MAINS SHALL BE BURIED A MIN. OF 42" BELOW FINISHED GRADE.
- 6. ALL WATER SERVICES SHALL BE 1 INCH MINIMUM. ANY SERVICE EXTENDING UNDER PAVEMENT SHALL HAVE 2" PVC SLEEVE.
- 7. ALL FITTINGS AND VALVES FOR WATER MAIN CONSTRUCTION SHALL BE MECHANICAL JOINT WITH MEGALUGS.
- 8. EACH WATER VALVE SHALL BE PROVIDED WITH A VALVE BOX, AND SET TO THE SATISFACTION OF THE CITY OF CROWLEY. 9. FIRE HYDRANTS TYPICALLY SHOULD BE LOCATED THREE TO FIVE FEET (3'-5') FROM BACK OF CURBS, AND SHOULD NOT
- EXCEED EIGHT FEET (8') FROM BACK OF CURB.
- 10. ALL BENDS, TEES, AND CROSSES REQUIRE THRUST BLOCKS AS PER THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT STANDARDS DETAILS.
- 11. ALL MAIN INSTALLATIONS SHALL INCLUDE UTILITY MARKING TAPE ABOVE PIPE.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN WATER SERVICES TO ADJACENT WATER CUSTOMERS DURING SYSTEM MAIN TIE-INS, ANY ADDITIONAL MATERIALS AND/OR LABOR TO PERFORM THIS SHALL NOT BE THE RESPONSIBILITY OF THE CITY.

#### GRADING NOTES

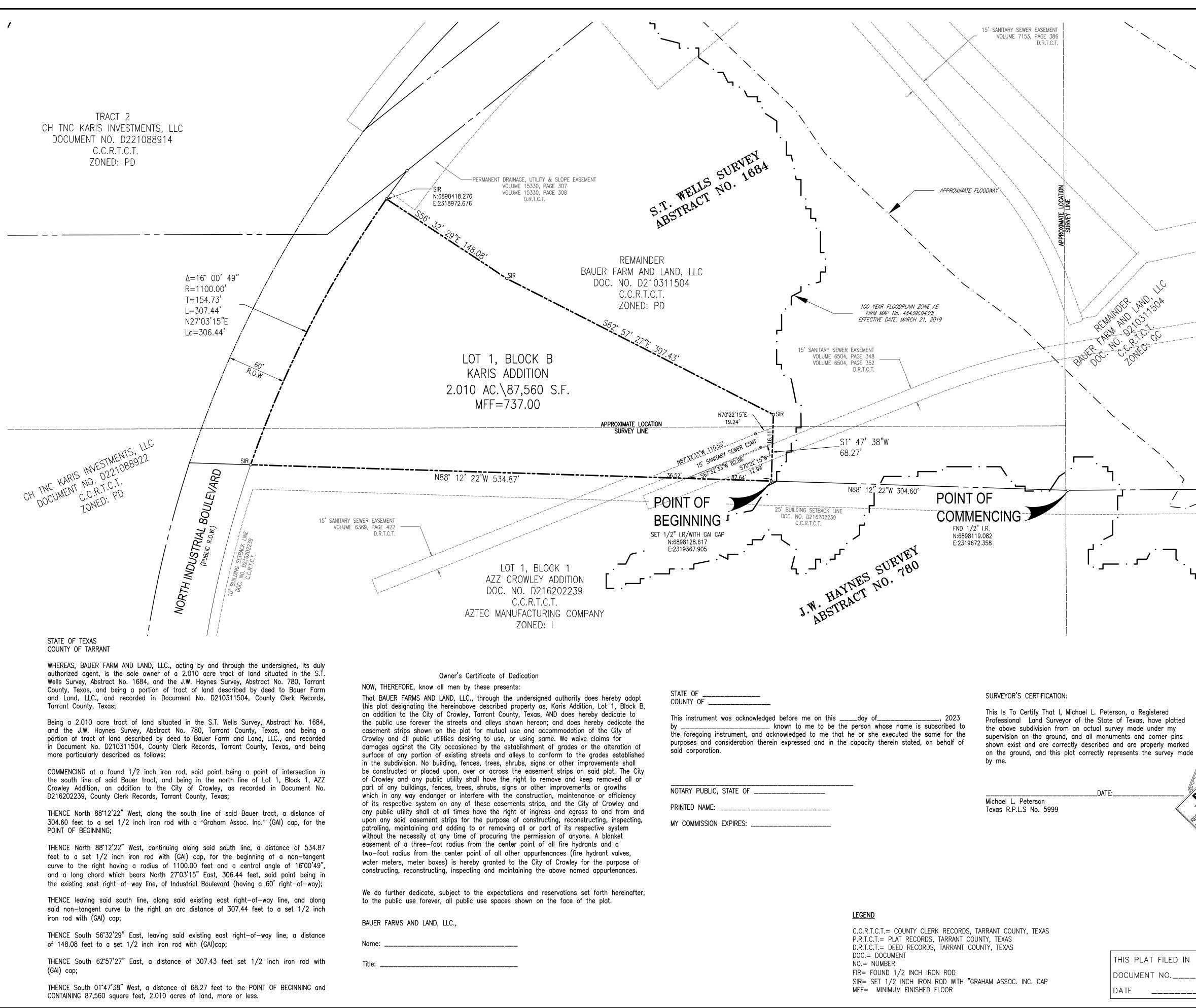
- 1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- 2. ALL SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING EARTHWORK OPERATIONS.
- 3. ALL DISTURBED AREA SHALL BE STABILIZED AT THE COMPLETION OF GRADING.
- 4. CONTACT 1-800-344-8377 (DIG-TESS) AND THE CITY OF CROWLEY PRIOR TO COMMENCING EXCAVATION ACTIVITIES.
- 5. EXCEPT AS NOTED, BUILDING PAD FINE GRADING SHALL BE PERFORMED BY THE HOME BUILDER AFTER COMPLETION OF
- SUBDIVISION IMPROVEMENTS. 6. DENSITY TEST SHALL BE REQUIRED FOR ALL FILL AREAS.

#### CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.



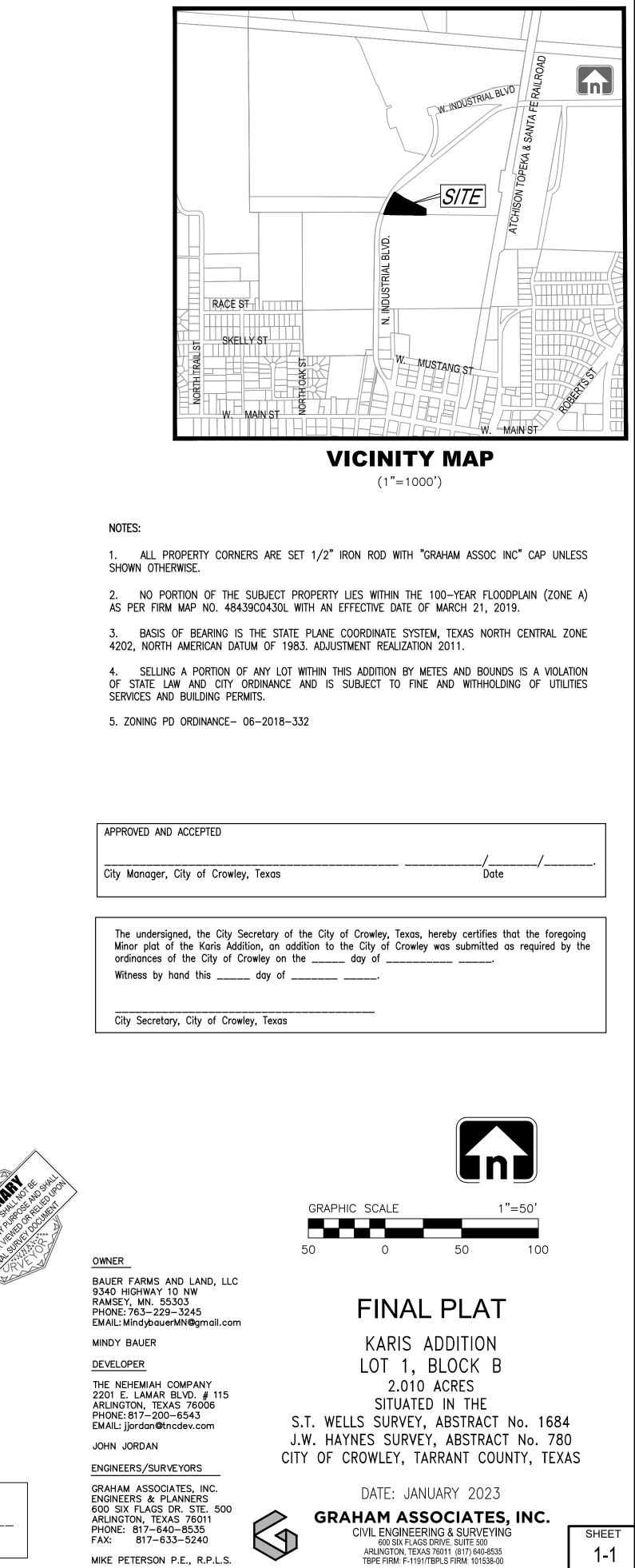
#### KARIS CONSTRUCTION TRAILERS SPECIFIC USE PERMIT **GENERAL NOTES CITY OF CROWLEY** TARRANT COUNTY. TEXAS **GRAHAM ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING** 600 SIX FLAGS DRIVE. SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-1191/TBPI S FIRM: 101538-00 SHEET DRAWN BY: GA PROJECT NO. 2460-TBD 01.01 SHEET 1 OF 1 DATE: 12/15/2022



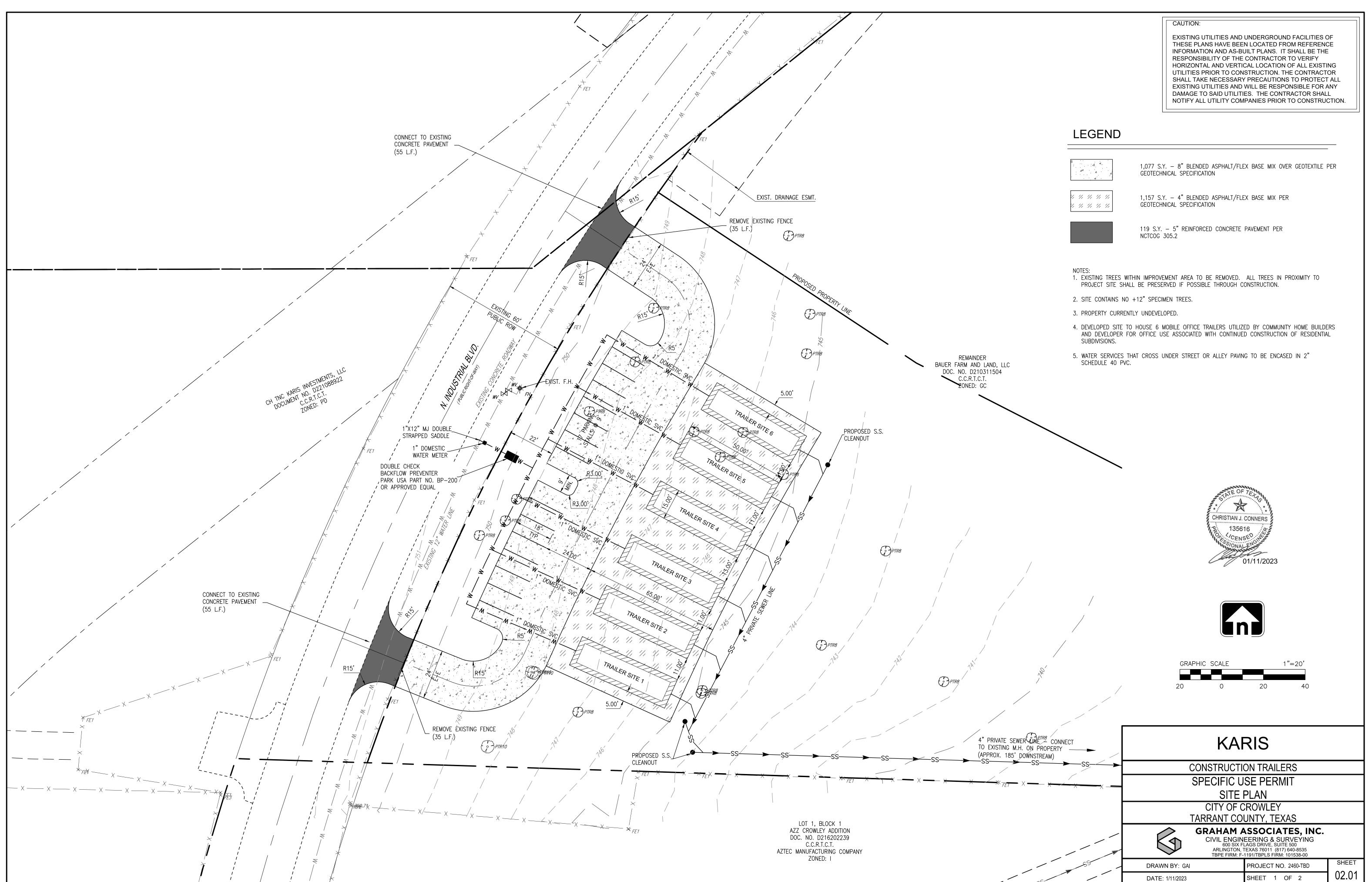
This Is To Certify That I, Michael L. Peterson, a Registered Professional Land Surveyor of the State of Texas, have platted supervision on the ground, and all monuments and corner pins shown exist and are correctly described and are properly marked

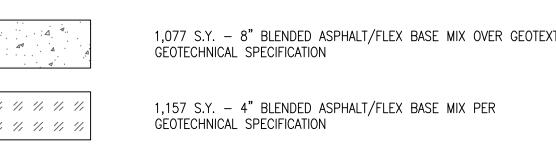
C.C.R.T.C.T.= COUNTY CLERK RECORDS, TARRANT COUNTY, TEXAS
P.R.T.C.T.= PLAT RECORDS, TARRANT COUNTY, TEXAS
D.R.T.C.T.= DEED RECORDS, TARRANT COUNTY, TEXAS
DOC.= DOCUMENT
NO.= NUMBER
FIR= FOUND 1/2 INCH IRON ROD
SIR= SET 1/2 INCH IRON ROD WITH "GRAHAM ASSOC. INC. CAP

THIS PLAT	FILED IN
DOCUMENT	NO
DATE .	



NO.\_\_\_\_ \_\_\_\_\_



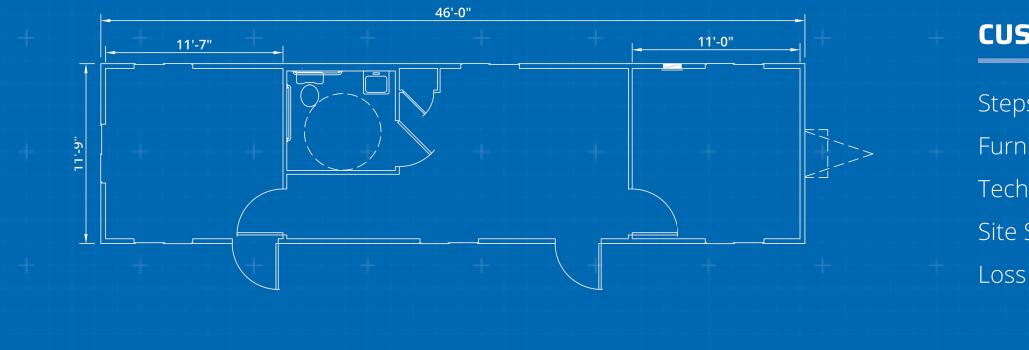




# **50' x 12' OFFICE TRAILER**







# Dimensions

50' Long (including hitch) 46' Box size 10' or 12' Wide 8' Ceiling height

**Heating/Cooling** 

Central HVAC or thru-wall AC

# **Exterior Finish**

Aluminum or wood siding I-Beam Frame Standard drip rail gutters

Windows/Doors

Horizontal slider windows

(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

# **Interior Finish**

Paneled walls Carpet or vinyl tile floor Gypsum or T-grid suspended ceiling

# Other

Private office(s) Optional restroom

\* Photos are representational; actual products vary. Additional floor plans and specifications may vary from those shown and are subject to in-stock availability

# 800.782.1500 | WILLSCOT.COM

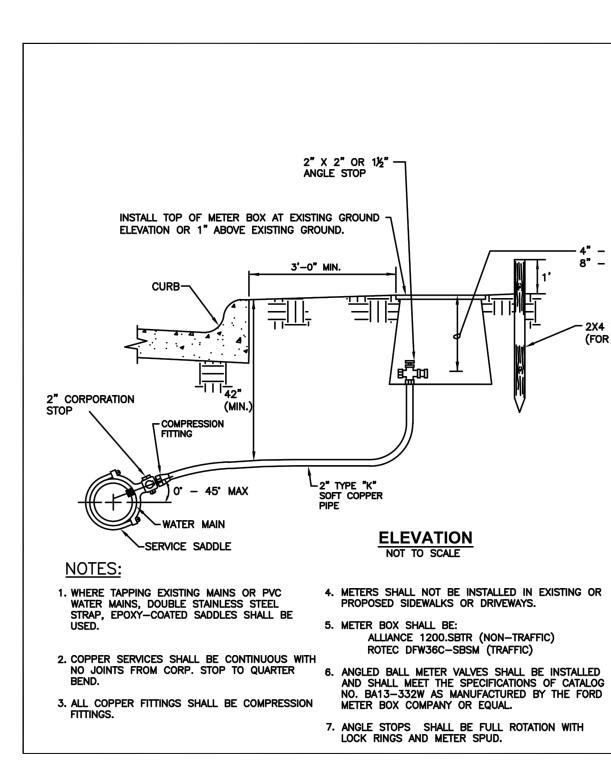
In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.

# CUSTOMIZATION

ps & Ramps	
niture & Appliances	
hnology	
e Services	
s Protection	

# Electric

Fluorescent ceiling lights Breaker panel





CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

7" DURING CONSTRUCTION 10" AT FINAL METER GRADE SET	
VOOD STAKE PAINTED BLUE 4' LO	NG
DEVELOPMENT ONLY)	
	2" WATER SERVICE FOR 1 1\2" AND 2" OUTLETS



# KARIS CONSTRUCTION TRAILERS SPECIFIC USE PERMIT DETAILS CITY OF CROWLEY DARAMA ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING MARAMA ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING ON SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 DRAWN BY: GAI PROJECT NO. 2460-TBD SHEET 2 OF 2

IRRIGATION
1. AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH CONVENTIONAL SPRAYS AND BUBBLERS ALONG WITH A RAIN SENSOR WILL BE UTILIZED.

PLANTING REQUIREMENTS

1. ALL AREAS DISTURBED DURING CONSTRUCTION TO BE RE-ESTABLISHED AS NOTED ON PLANS. CEREAL RYEGRASS TO BE USED AS OVERSEED IF INSTALLING BETWEEN NOVEMBER AND FEBRUARY.

#### MAINTENANCE

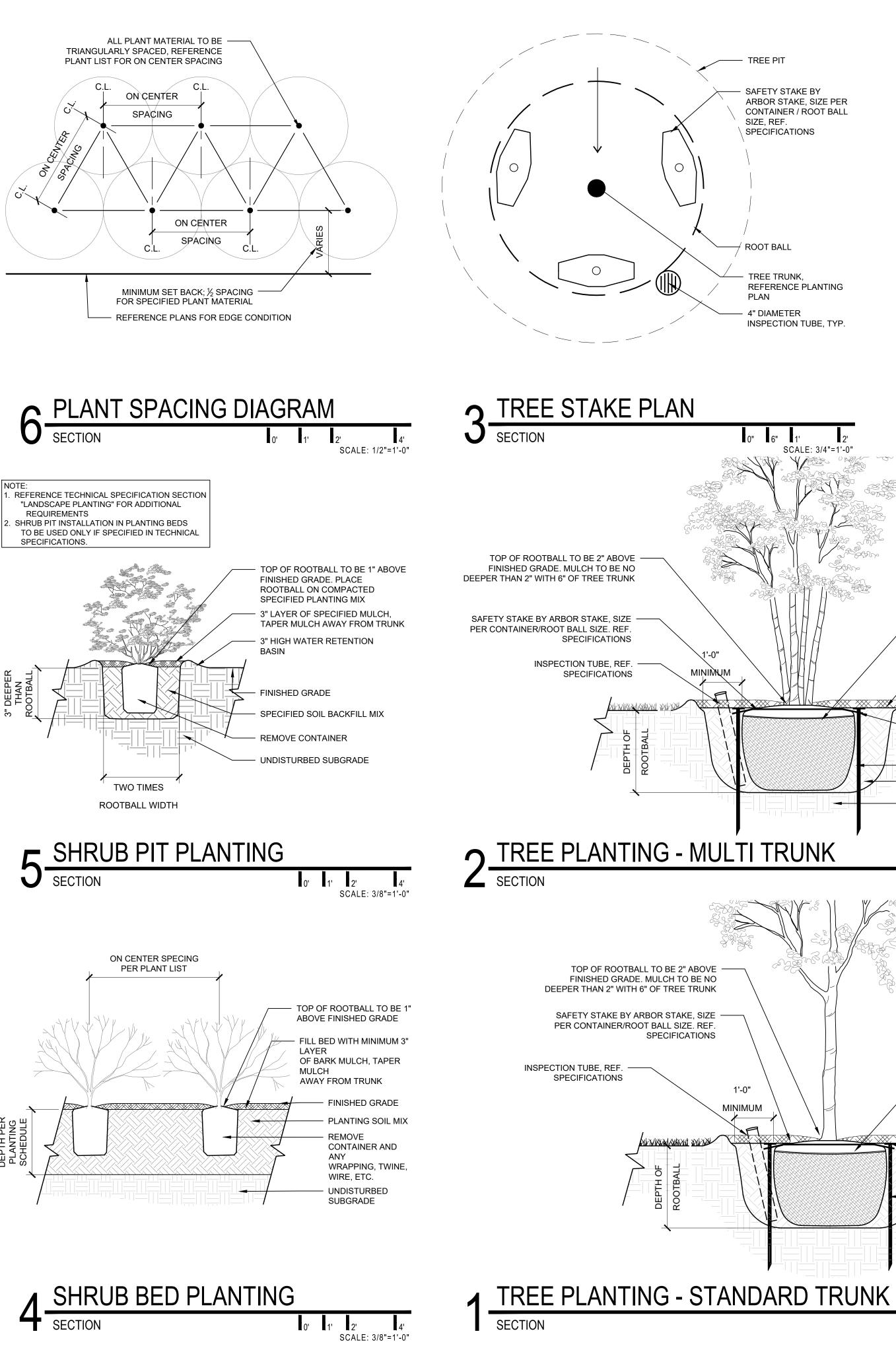
THE OWNER SHALL BE RESPONSIBLE FOR: 1. REGULAR MAINTENANCE OF ALL REQUIRED LANDSCAPE AREAS AND PLANT MATERIAL IN A VIGOROUS AND HEALTHY CONDITION, FREE FROM DISEASES, PESTS, WEEDS AND LITTER. MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZATION, PRUNING, MOWING, EDGING, MULCHING AND OTHER NEEDED MAINTENANCE, IN ACCORDANCE WITH GENERALLY ACCEPTED HORTICULTURAL PRACTICE.

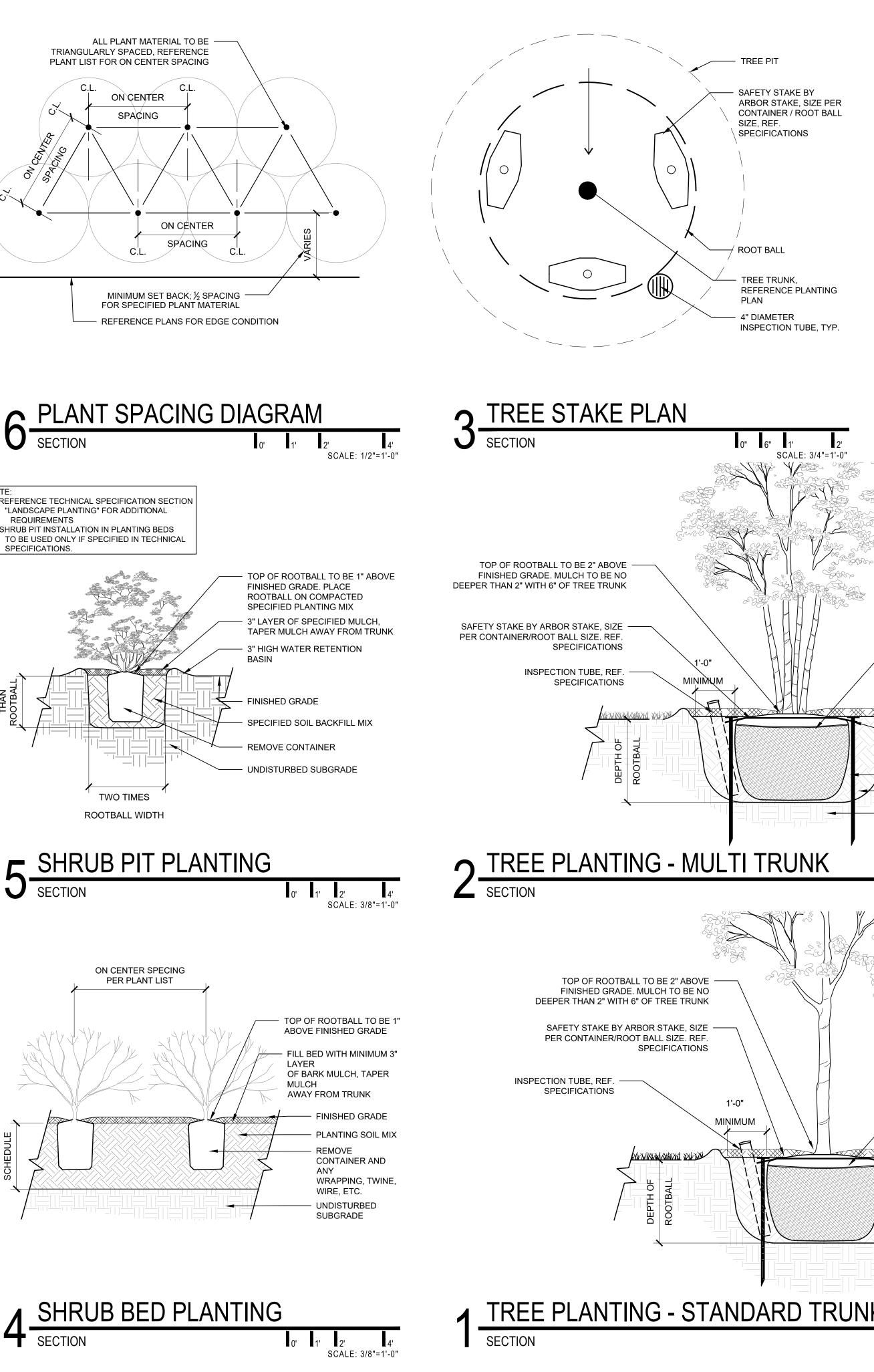
Pla	nting Schedule				
KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARK
ORNA	MENTAL TREES				
VA	VITEX	VITEX AGNUS-CASTUS	45 GAL.; MIN. 10' HT X 5' W; MULTI-TRUNK	PER PLAN	CONTAINER GROWN, MATCHED, WELL BRANCHED, MULTI-TRUNK
SHRU	BS, ORNAMENTAL GRASS,	AND VINE			
SM	DWARF PALMETTO	SABAL MINOR	7 GAL.: FULL	60" O.C.	CONTAINER GROWN, MATCHED, WELL ROOTED, PLANT AS SHOWN, 9" SOIL MIX
IY	DWARF YAUPON HOLLY	ILEX VOMITORIA	5 GAL.; FULL	36" O.C.	CONTAINER GROWN, MATCHED, WELL ROOTED, TRIANG. SPACING, 9" SOIL MIX
EC	WEEPING LOVE GRASS	ERAGROSTIS CURVULA	1 GAL.; FULL	18" O.C.	CONTAINER GROWN, MATCHED, WELL ROOTED, TRIANG. SPACING, 4" SOIL MIX
TURF	TURF GRASS AND SEED MIXES				
SOD	BERMUDA SOD	CYNODON DACTYLON	SOLID SOD	NA	

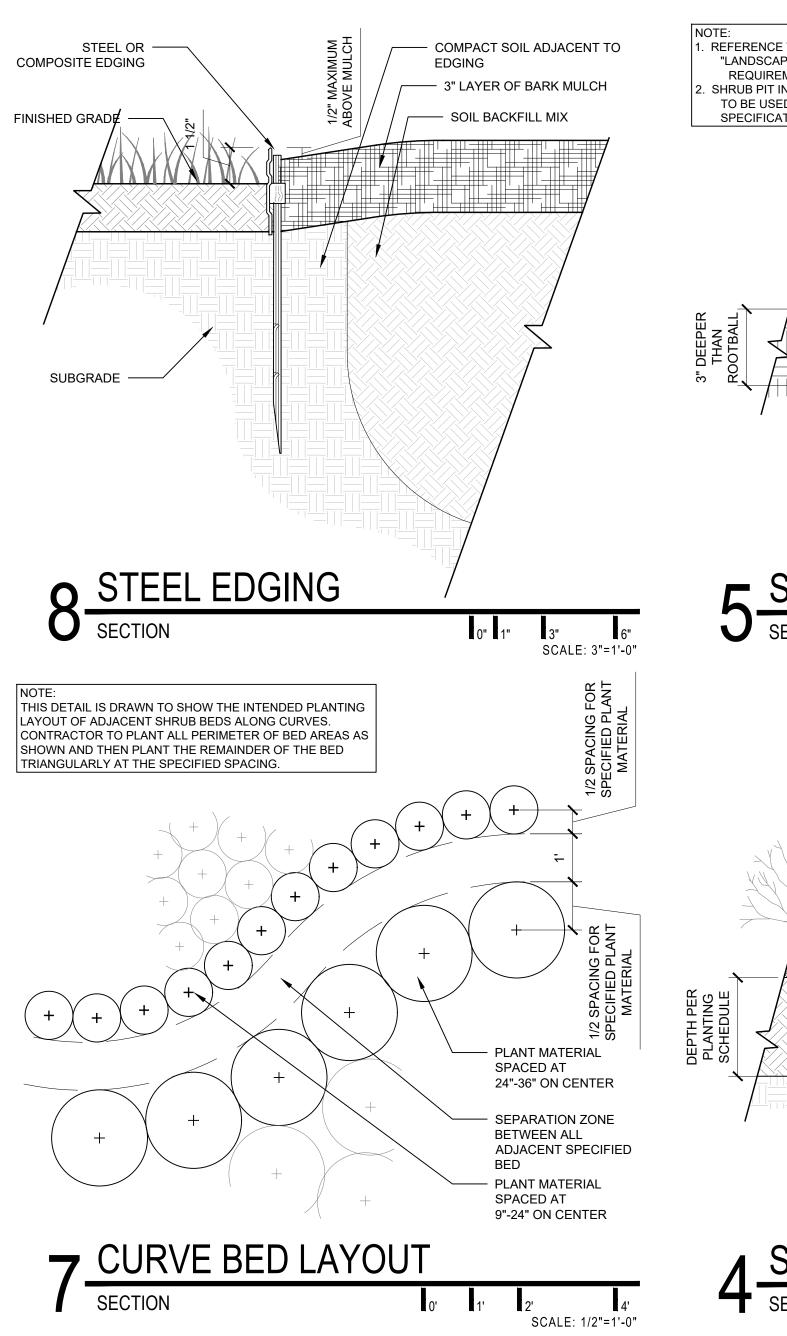


5' SOD STRIP
CK SOD FILTER
TRAM.
TRAILER SITE 6
MLER .
SITE 5
RAILER SITE A
\$3 <b>6</b> <b>7</b>
//////////////////////////////////////
$\overline{7}$
SCALE: 1"=20' NORTH

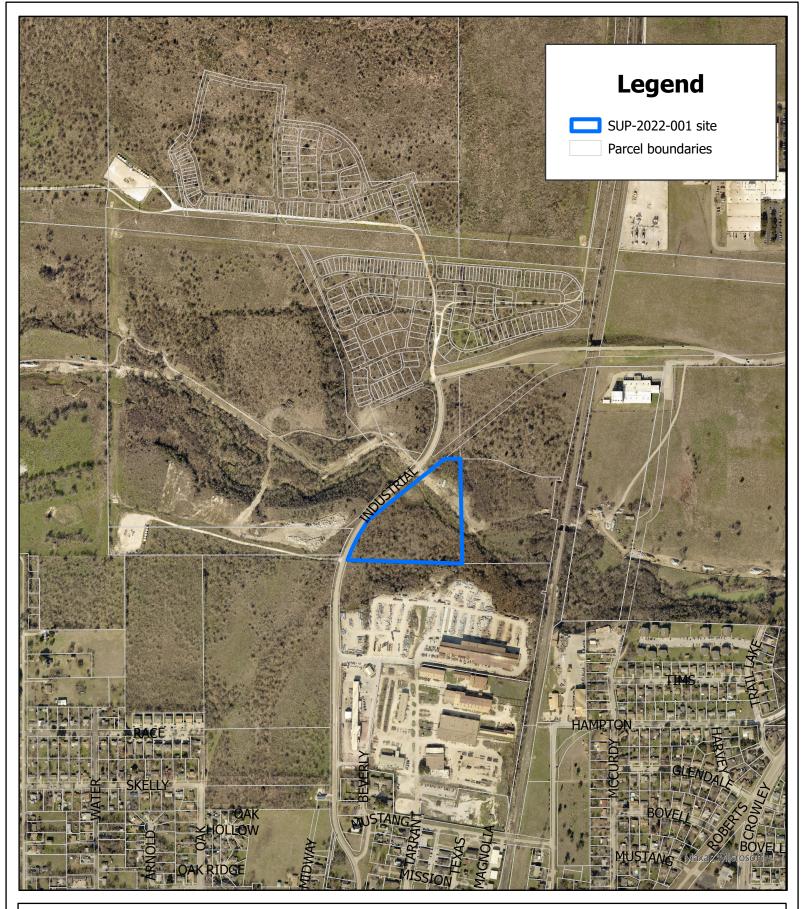
Landscape Architectu	_
8624 Ferguson Road, #5707 Dallas, Texas 75228 469.987.3100	55 www.landprint.
A C A C C C C C C C C C C C C C C C C C	A B CA A CHARACTER A B CA A CHARACTER A B CA A CHARACTER A CHARACT
Project	
Karis Build	
Crowley, Texas	
THE NEHEMIAH CO	MPANY
Project Number Drawn By	TNCn003 CC. XY
Project Number Drawn By Checked By	TNCn003 CC, XY CC, XY
Drawn By	CC, XY
Drawn By Checked By	CC, XY CC, XY
Drawn By Checked By Issue Date Revisions <u>1 Revision No.1</u>	CC, XY CC, XY 12-12-2022 01/11/2023
Drawn By Checked By Issue Date Revisions 1 Revision No.1	CC, XY CC, XY 12-12-2022 01/11/2023







	Landscape Architecture & Urban Design 8624 Ferguson Road, #570755 Dallas, Texas 75228 469.987.3100 www.landprint.la
	ANDSCA AN
	Project
	Karis Builder Trailers
	Crowley, Texas
NOTE: REFERENCE TECHNICAL SPECIFICATION SECTION "PLANTS" FOR ADDITIONAL REQUIREMENTS	THE NEHEMIAH COMPANY
CUT ALL ROPES, WIRE, AND BURLAP FROM TRUNK AND TOP OF ROOTBALL. REMOVE ALL	
CONTAINERS FROM ROOTBALL	
3" HIGH EARTHEN WATER RETENTION BASIN	
FINISHED GRADE	
	Project Number TNCn005
	Drawn By CC, XY
NAIL STAKE	Checked By CC, XY
	Issue Date 12-12-2022
UNDISTURBED SUBGRADE	Revisions
	4'
SCALE: 1/2"=	1'-0"
SPECIFICATION SECTION "PLANTS" FOR ADDITIONAL REQUIREMENTS	
CUT ALL ROPES, WIRE, AND BURLAP FROM TRUNK AND TOP OF ROOTBALL. REMOVE ALL CONTAINERS FROM ROOTBALL	
3" LAYER OF SPECIFIED MULCH	
3" HIGH EARTHEN WATER RETENTION BASIN	Sheet Title
FINISHED GRADE	Planting Details
ROOTBALL ANCHOR SYSTEM	
	Sheet Number
UNDISTURBED SUBGRADE	L4.2.01





SUP-2022-001 Site of SUP Request

Feet

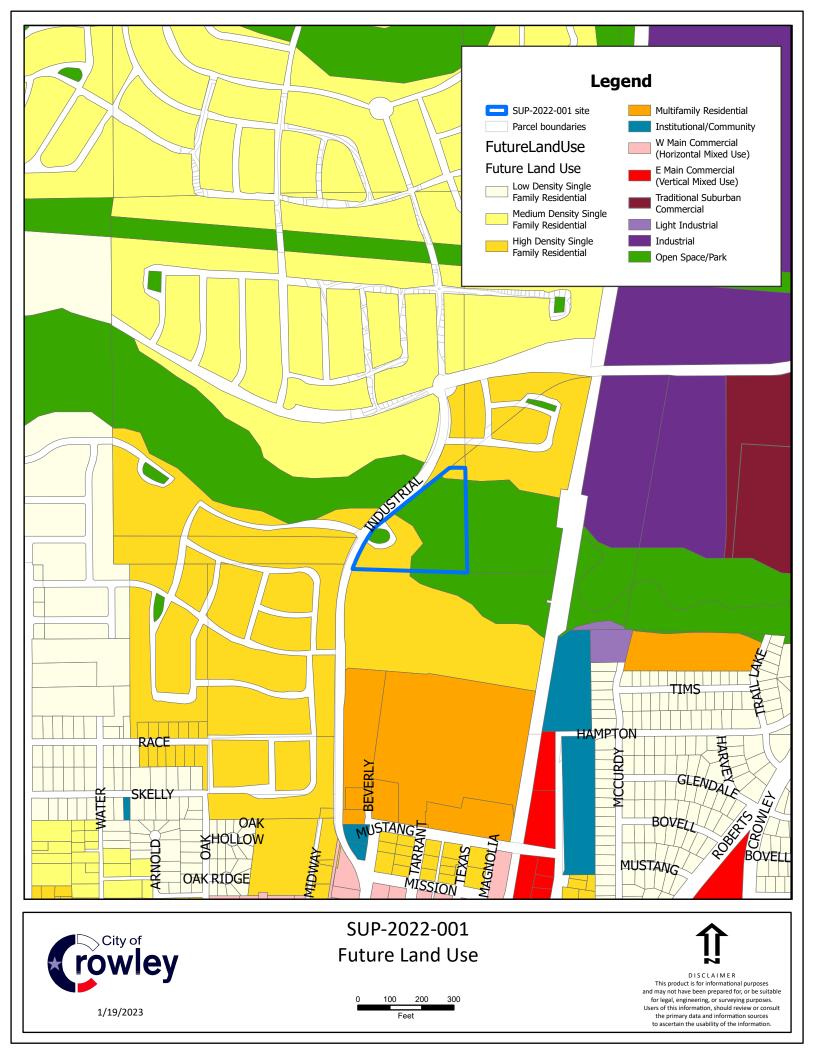
200

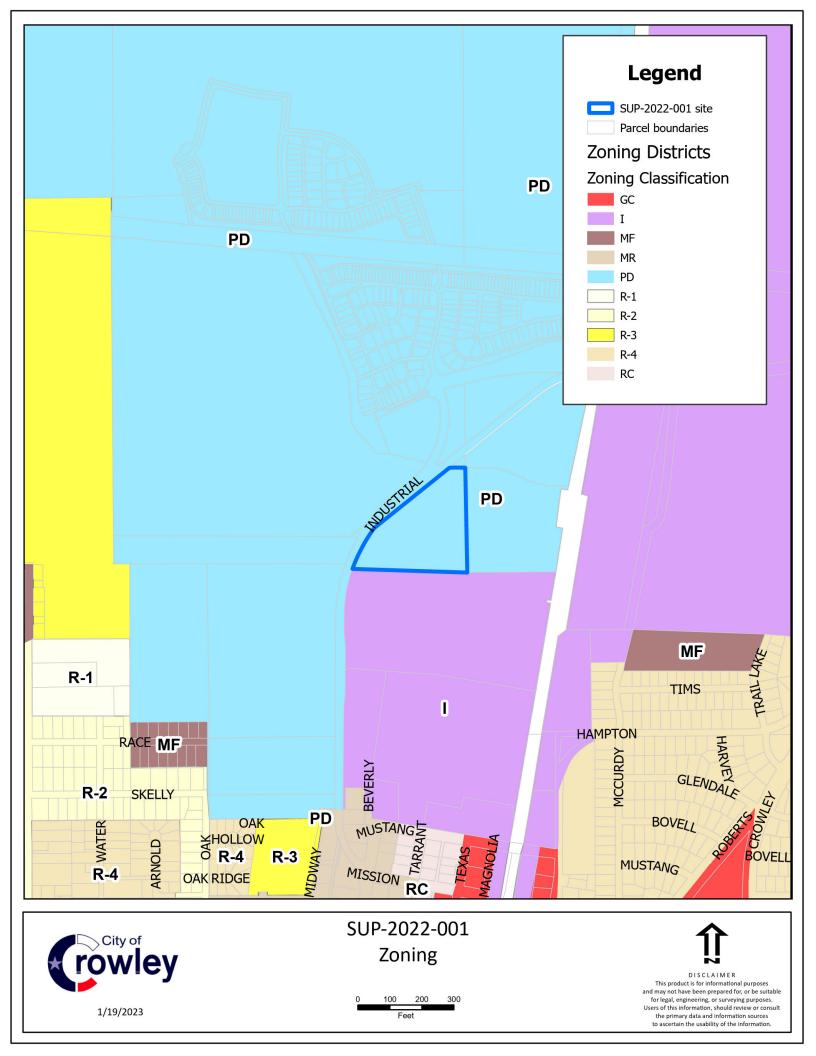
300

100



D I S C L A I M E R This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information, should review or consult the primary data and information sources to ascertain the usability of the information.





#### City of City of City of CITY OF CROWLEY Specific Use Permit Application Community Development Department

Case #\_

(to be assigned by City Staff)

<u>Application Requirements</u>: The applicant is required to submit sufficient information that describes and justifies the proposal. See the appropriate check list and fee schedule for minimum requirements. <u>Incomplete applications will not</u> <u>be processed</u>.

Project Name: Karis Addition		
Project Address: Per TAD: "410 N TARRANT ST	, Crowley, TX 76036;" TBD	
Project Description: Homebuilder Storage Yard		No. of Lots:_1
Legal Description: S.T. Wells Survey Abst. 1684, Survey Abst. 780		
Applicant & Owner Information	n gen genningen is gensteren er stjerneren er som Vinsen Grune Verskieren for en versensen siger	an na mengana ang ang ang ang ang ang ang ang an
Applicant Name: Howard Porteus	Company: The Nehe	miah Company
Applicant Address: 2201 East Lamar Blvd.	City: Arlington	State: TX
ZIP Code: 76006 Telephone No: (972)	757 - 7586	
Application Status (check one)	r 🛛 Representative 🗌	Tenant 🔄 Prospective Buyer
(If applicant is not property owner, please provide prope	erty owner information below)	
Property Owner: Mindy Bauer		
Property Owner: Mindy Bauer Applicant Address: 7210 161st. Lane NW	City: Ramsey	State: MN
Property Owner: Mindy Bauer Applicant Address: 7210 161st. Lane NW ZIP Code: 55303Telephone No:		State: MN
Applicant Address: 7210 161st. Lane NW ZIP Code: 55303Telephone No:		
Applicant Address: 7210 161st. Lane NW ZIP Code: 55303Telephone No:	ermits Requests	
Applicant Address: 7210 161st. Lane NW ZIP Code: 55303Telephone No: Application Requirements for Specific Use P	ermits Requests	

#### SITE PLAN

The required site plan shall contain, at a minimum, the following information as provided in the code of ordinances:

- 1. Boundary of the area covered by the site plan;
- 2. A description of all processes and activities involved in the proposed use;
- 3. Existing and proposed buildings and structures, including their height, roofline, gross floor area, location of entrances and exits, areas for storage, and areas where work is performed;

#### Specific Use Permit Application (cont.)

- 4. Existing drainageways and significant natural features, such as large trees, tree clusters, steep slopes, etc.;
- 5. Proposed landscaping and screening buffers;
- 6. Location and dimensions of all curblines, public and private streets, easements, parking and loading areas, pedestrian walkways, lighting facilities and outside trash storage facilities;
- 7. The location, height, and type of wall, fence and/or other type of screening; and
- 8. The location, height and size of all proposed signs.

The following additional information may also be required if deemed appropriate by staff, the Planning and Zoning Commission, or City Council:

- 1. Copies of studies or analyses upon which have been based projections for need or demand for the proposed facility.
- 2. Description of the present use, assessed value and actual value of the land affected by the proposed facility.
- 3. Description of the proposed use, anticipated assessed value and supporting documentation.
- 4. A description of any long-term plans or master plan for the future use or development of the property.
- 5. A description of the applicant's ability to obtain needed easements to serve the proposed use.
- 6. A description of any special construction requirements that may be necessary for any construction or development on the subject property.
- 7. A traffic impact analysis prepared by a qualified professional in the field of traffic evaluation and forecasting may be required.

**NOTE:** The Planning & Zoning Commission, City Council, and administrative official are authorized to require additional material or information to meet city code requirements or ensure the application is in compliance with the ordinances of the city.

Substantive changes to the application and/or supporting documents <u>will not be accepted</u> between the Planning & Zoning Commission consideration and City Council consideration.

SIGNATURE OF APPLICANT (SIGN AND PRINT OR TYPE YOUR NAME)	
PRINTED NAME: Howard Pocheus	_
SIGNATURE: MAR DATE: 12/13/22	For Office Use Only MyGov Project #
SIGNATURE OF PROPERTY OWNER IF NOT APPLICANT:	Date Submitted:
PRINTED NAME:	Total Fee: \$
SIGNATUREDATE:	Date of Payment:            Accepted By:
(Letter of authorization required if signature is other than property owner)	
**The property owner must sign the application or submit a notarized letter of authorization.	
L	_ <b>_</b>

#### Letter of Authorization from Owner of Property

Project Name: _	Karis Addition	Submittal Date:	12/15/2022
Application Typ	e: Specific Use Per	mit	

I, <u>Melinda Bauer</u> (Printed name of the owner or authorized agent of the owner) hereby certify that I am the owner or duly authorized agent of the owner of the subject property for the purpose of this application. I hereby give CONSENT to <u>Howard Porteus</u> to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the applications(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge of the property, and I have an ownership interest in the property that is the subject of this application. I further certify that statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material, and all attachments will become official records of the City of Crowley and will not be returned. I understand that any false, inaccurate, or incomplete information provided by me or my agent/ representative will result in the denial, revocation, or administrative withdrawal of this application, request, approval, or permit. I acknowledge that additional information may be required to process the application. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

I hereby authorize the City of Crowley, its agents or employees, to enter the subject property at any reasonable time for the purpose of 1) erecting, maintaining, or removing "Change of Zoning" signs, which indicate that a zoning amendment is under consideration and which indicates how further information may be obtained, and 2) taking photographs documenting current use and current conditions of the property; and further, I release the City of Crowley, its agents or employees from liability for any damages which may be incurred to the subject property in the erecting, maintaining, or removal of saif signs or the taking of said photographs.

#### PROPERTY OWNER Name: Melinda Bauer

Signature:	Ń	Lehr	da	M	.Bai	w
7 <b>CI</b> .	<b>a</b> .		ъ			

Address: 7210 161 St. Lane NW City, State, Zip: Ramsey, MN 55303

#### **AGENT/ REPRESENTATIVE**

Name: Howard Porteus

Address: <u>2201 East Lamar Blvd.</u> City, State, Zip: <u>Arlington, TX 76006</u> Suite 115

Page 1 of 2

#### ACKNOWLEDGMENT

The State of MININES 0-124 County of An'orA

SUBSCRIBED AND SWORN BEFORE ME, on this the  $\frac{14^{-b4}}{day}$  of  $\underbrace{\underline{Aect} \underline{Abc}}{\underline{Aect} \underline{Abc}}$ 20,22 My Commission Expires:  $\underline{A1-31-2025}$ My Commission Expires:  $\underline{A1-31-2025}$   $\underline{A1-31-2025}$ 



Page 2 of 2

12-15-2022 Specific Use Permit Application:

Karis Builder Construction Trailer: Description of use:

We intend to make certain alterations to allow for the Permitted Use, including, without limitation, limited grading or clearing and installation of a modular trailers, utilities, a temporary parking lot and related driveways, fencing, storage yard, landscaping, screening, signage, and related improvements. The contemplated improvements are more particularly described on the Site plan. Permitted activities include builders accessing home building related materials, including receiving materials, storing materials, and vehicular parking for personnel. Storage of hazardous materials are strictly prohibited. At completion of the Karis Addition, we plan to remove all trailers, equipment, fencing, asphalt, concrete, and other materials, remove all trash and debris, grade, seed, and stabilize.

#### **ORDINANCE NO. 02-2023-478**

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CROWLEY, TEXAS, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW TEMPORARY CONSTRUCTION TRAILERS AT 410 N TARRANT ST IN THE SAMUEL T WELLS SURVEY ABSTRACT 1684 IN THE CITY OF CROWLEY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

**WHEREAS,** the Karis Planned Development district was established by Ordinance No. 06-2018-332, which requires the issuance of a Specific Use Permit for the use of temporary construction trailers on property within the Karis Planned Development district in the City; and

WHEREAS, an application authorized by the owner of the property located 410 N Tarrant St, located in the Samuel T Wells Survey Abstract 1684 in the City of Crowley, Tarrant County, Texas, being a portion of the property conveyed to Bauer Farms & Land LLC as described in document number D210311504, Deed Records, Tarrant County, has been filed for a specific use permit to allow temporary construction trailers; and

**WHEREAS,** the Planning and Zoning Commission of the City of Crowley, Texas held a public hearing on January 23, 2023, and the City Council of the City of Crowley, Texas, held a public hearing on February 2, 2023, with respect to the Specific Use Permit described herein; and

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

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

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

#### **SECTION 1.**

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by granting a Specific Use Permit to The Nehemiah Company for use of temporary construction trailers on the property located at 410 N Tarrant Rd, located in the Karis Planned Development District, as shown on the site plan attached to this ordinance as Exhibit 'A'.

#### **SECTION 2.**

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

#### **SECTION 3.**

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

#### **SECTION 4.**

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

#### **SECTION 5.**

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

#### **SECTION 6.**

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

#### **SECTION 7.**

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

#### **SECTION 8.**

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

#### **SECTION 9.**

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

#### PASSED AND APPROVED ON THIS 16th DAY OF FEBRUARY, 2023.

#### **CITY OF CROWLEY**

Billy P. Davis, Mayor

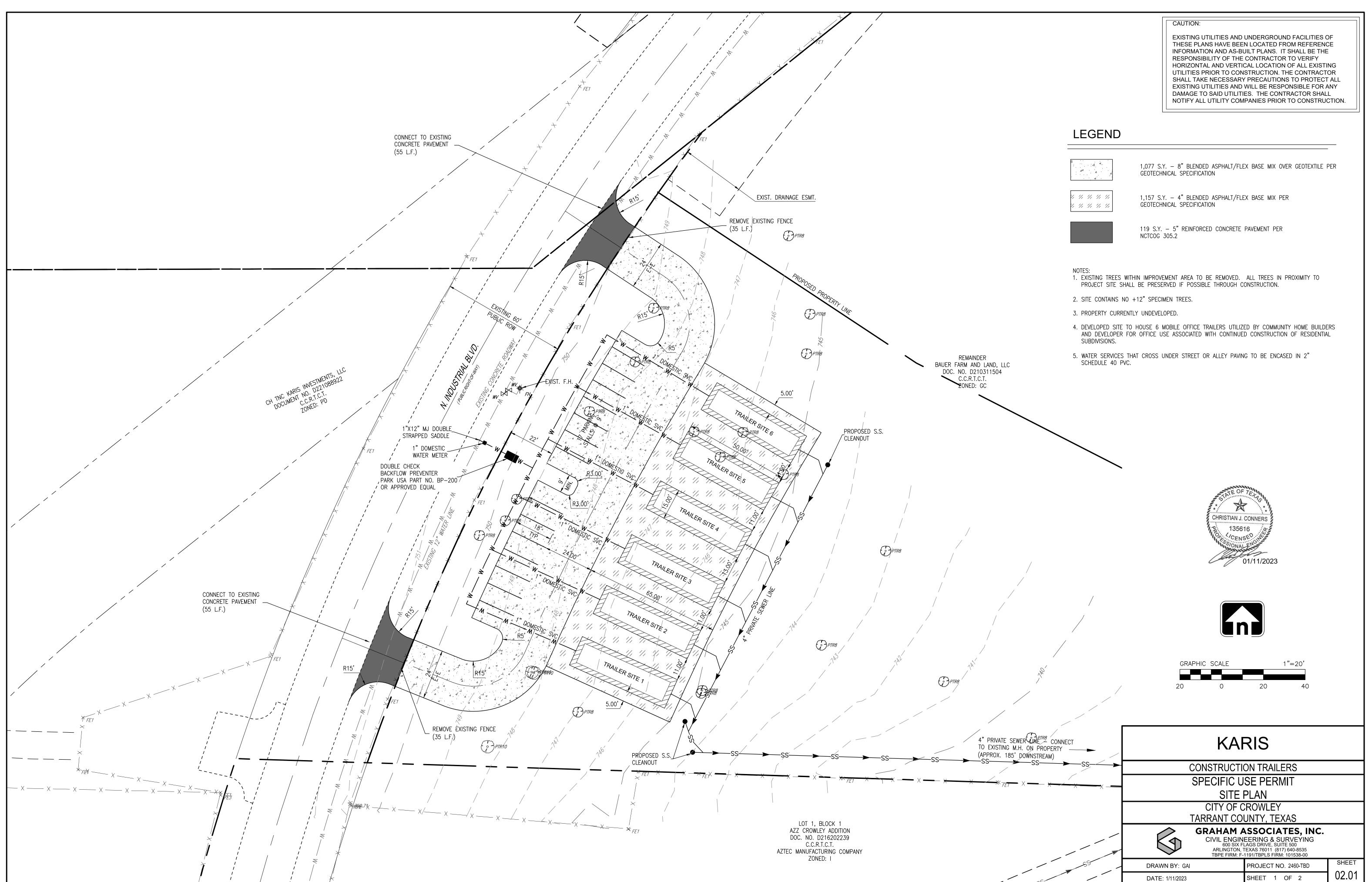
ATTEST:

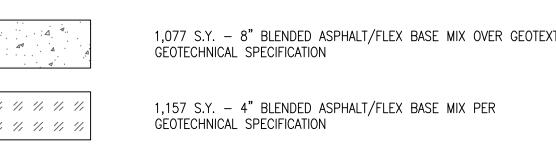
Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

Exhibit 'A' Site Plan









## Crowley City Council AGENDA REPORT

Meeting Date:February 16, 2023Agenda Item:VI-2

Staff Contact: Matt ElginE-mail: melgin@ci.crowley.tx.usPhone: 817/297-2201 ext. 3240

SUBJECT: Hold a public hearing to consider pursuing grant funding from the Tarrant County Community Development Block Grant (CDBG) 2023 Program (49<sup>th</sup> Year) for proposed sidewalk improvements located along the east side of N. Driskell Street from E. Main Street. to E. Prairie View Road. (adjacent to 700 E. Prairie View Road., 700 & 701 E. Glendale Street., 700 & 701 Bovell Drive., 700 & 701 E Mustang Street., and 700 & 701 E. Mission Street, Crowley, TX).

#### **BACKGROUND/DISCUSSION**

The purpose of this public hearing is to allow citizens an opportunity to discuss the location of the improvements selected for the 49th Year CDGB 2023 Program. The recommended project would install sidewalks along the east side of the Driskell Street from E. Main Street to E. Prairie View Road.

The project consists of constructing approximately 1,000 linear feet of concrete sidewalk along the east side of Driskell Street. The purpose in adding these public facilities would be to increase the accessibility of the adjacent sidewalks to Bicentennial Park to the east and Main Street to the west of this project site. The ADA ramps at the intersections within this proposed path have been installed as part of a previous (45<sup>th</sup> year) CDBG project. The proposed sidewalks were not included in the 45<sup>th</sup> year CDBG project due to funding cap limits of the grant.

#### FINANCIAL IMPACT

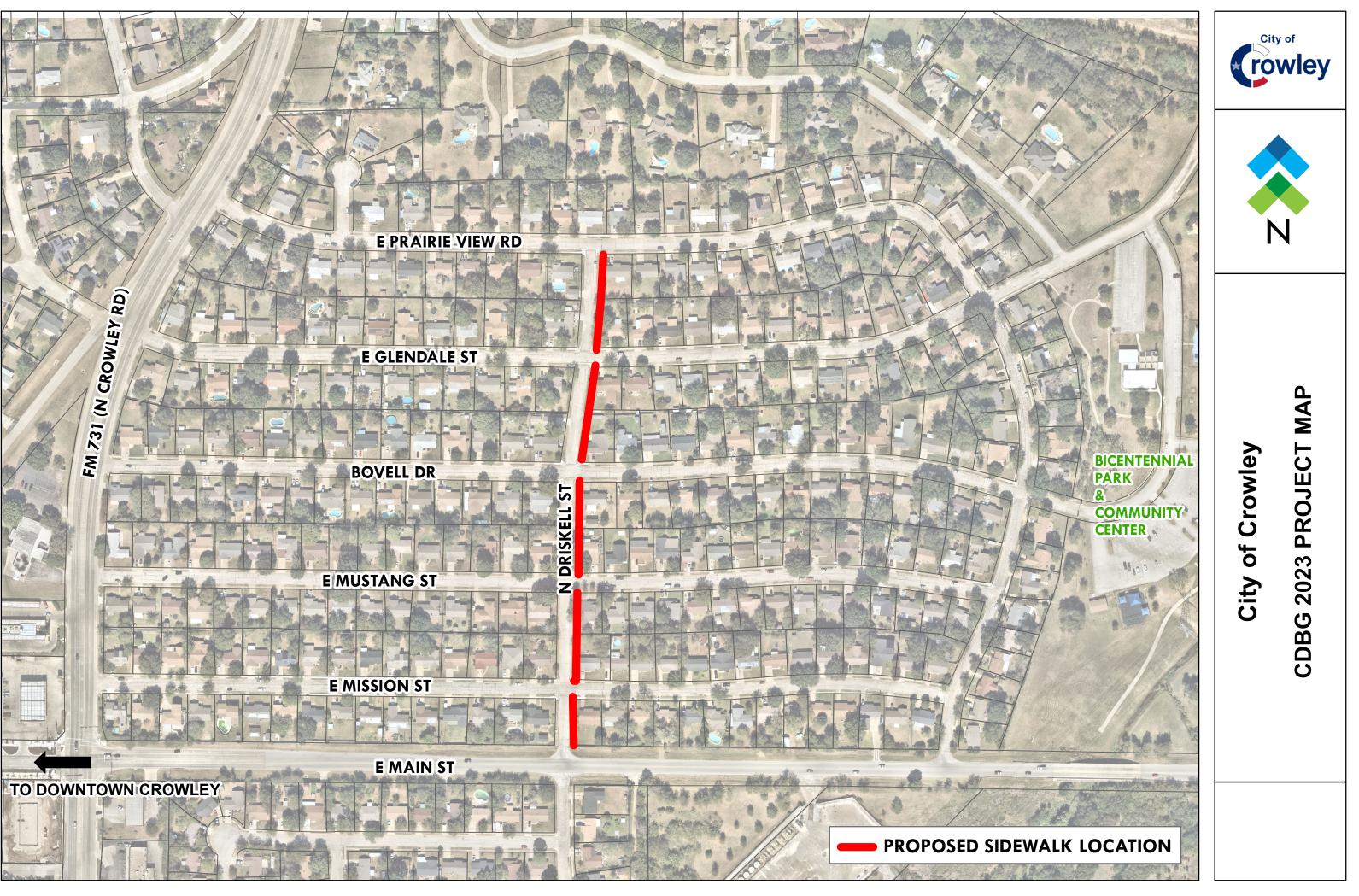
At this time, there will not be a financial impact to the City. The CDBG grant funding limit is \$175,000.00 based on CDBG grant tier funding levels. The City's engineer (TNP) projected project cost of \$159,261.00. Actual construction cost will be determined once bid proposals are received.

#### **RECOMMENDATION**

Staff recommends approval of the N. Driskell Street sidewalks as the location selected for the 49th Year CDBG 2023 Project.

#### **ATTACHMENTS**

- Proposed Project Site Map
- Project Engineer's Conceptual Opinion of Construction Costs







#### 2023 CDBG SIDEWALK - EAST SIDE N DRISKELL ST (E PRAIRIE VIEW RD TO E MAIN ST)

#### CONCEPTUAL OPINION OF PROBABLY CONSTRUCTION COST

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	General Site Prepearation	STA	1	\$10,000.00	\$10,000
2	5-feet Back of Curb Concrete Sidewalk (4" Thick)	LF	987	\$55.00	\$54,285
3	Remove and Replace Concrete Drive Approach	SF	30	\$120.00	\$3,600
1	Barrier Free Ramp Modifications	LF	8	\$1,000.00	\$8,000
2	Variable Heigh Sidewalk Curb	EA	500	\$90.00	\$45,000
3	Irrigation System Adjustment Allowance	LS	1	\$5,000.00	\$5,000
4	Block Sodding	LS	250	\$12.00	\$3,000
5	Misc. Utility Adjustments	EA	1	\$5,000.00	\$5,000
	CONSTRUCTION SUBTOTAL				\$133,885
	Contingency (7.75%)				\$10,376
	Design/Engineering Fee				\$15,000
	TOTAL OPINON OF PROBABLE COST				\$159,261



### Crowley City Council AGENDA REPORT

Meeting Date:	February 16, 2023	Staff Contact:	Jack Thompson Assistant City Manager	
Agenda Item:	VII-1	E-mail:	jthompson@ci.crowley.tx.us	
		Phone:	817/297-2201	

**SUBJECT:** Discuss and consider approval of Ordinance 02-2023-479, an ordinance of the City of Crowley, Texas, renaming "E Industrial Blvd," "W Industrial Blvd," and "N Industrial Blvd" in the City of Crowley to "Karis Blvd", and "Monarch Ave."

#### BACKGROUND/DISCUSSION

The Nehemiah Company, owners of the Karis Development, have requested to rename N. Industrial Blvd and a portion of N. Beverly St to Karis Blvd and Monarch Ave. The installation of the new roundabout at the entrance to the Karis Master Planned Community intersects N. Industrial Blvd and N. Beverly St, renaming these streets to coincide with new cross streets will allow for a better flow and ease of direction.

The only properties along these two streets requiring an address change belong to AZZ Surface Technologies and are currently using 300 and 302 Industrial Blvd. Champion X has a facility located on the corner of N. Industrial Blvd and N. Crowley Rd (with access from Industrial Blvd), but this property is addressed as 901 N. Crowley Rd.

#### FINANCIAL IMPACT

The Nehemiah Company has agreed to pay the costs associated with replacing street signs.

#### ATTACHMENTS:

- Ordinance approving the street name change
- Exhibit depicting street locations

#### **ORDINANCE NO. 02-2023-479**

#### AN ORDINANCE RENAMING "E INDUSTRIAL BOULEVARD," "W INDUSTRIAL BOULEVARD," AND "N INDUSTRIAL BOULEVARD," IN THE CITY OF CROWLEY TO "KARIS BOULEVARD" AND "MONARCH AVE"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS,** the City Council previously adopted Ordinance 04-2017-301 changing the name of a portion of N Beverly Street and the entirety of N Industrial Boulevard; and

**WHEREAS**, City staff has determined that it is in the best interest of the City to rename the entirety of E Industrial Boulevard and W Industrial Boulevard (previously known as N Industrial Boulevard) to Karis Boulevard; and

**WHEREAS,** City staff has determined that it is in the best interest of the City to rename N Industrial Boulevard (previously known as a portion of N Beverly Street) to Monarch Avenue; and

**WHEREAS**, the Tarrant County Appraisal District, post office, and other service providers shall be notified at the direction of the City Manager or his designee of the street name change; and

WHEREAS, the City Council finds it necessary and in the best interest of the public to repeal Ordinance 04-2017-301, and to rename "E Industrial Boulevard" and "W Industrial Boulevard" to "Karis Boulevard" and "N Industrial Boulevard" to "Monarch Avenue" as shown on Exhibit "A"; and

**WHEREAS**, owners of property adjacent to the streets being considered for a name change have been notified of the proposed street name changes and of the date, time, and location of the City Council meeting at which the proposed street name changes will be considered.

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

#### **SECTION 1.**

That the entirety of E Industrial Boulevard from N Crowley Road westward to the railroad tracks and W Industrial Boulevard westward (previously known as N Industrial Boulevard) to the newly developed roundabout where it meets Gilbreath Avenue, shown on Exhibit "A," is hereby officially renamed "Karis Boulevard".

#### **SECTION 2.**

That the entirety of N Industrial (previously known as a portion of N Beverly Street), beginning at the newly developed roundabout shall continue southerly to the 100 Block of N Beverly Street, shown on Exhibit "A," is hereby officially renamed "Monarch Avenue".

#### **SECTION 3.**

The City Manager or his designee is hereby directed to erect appropriate signage to reflect the street name change herein approved, and to notify the Tarrant County Appraisal District, post office, and other service providers of the street name change.

#### **SECTION 4.**

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

#### **SECTION 5.**

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

#### **SECTION 6.**

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

PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Billy P. Davis, Mayor

ATTEST:

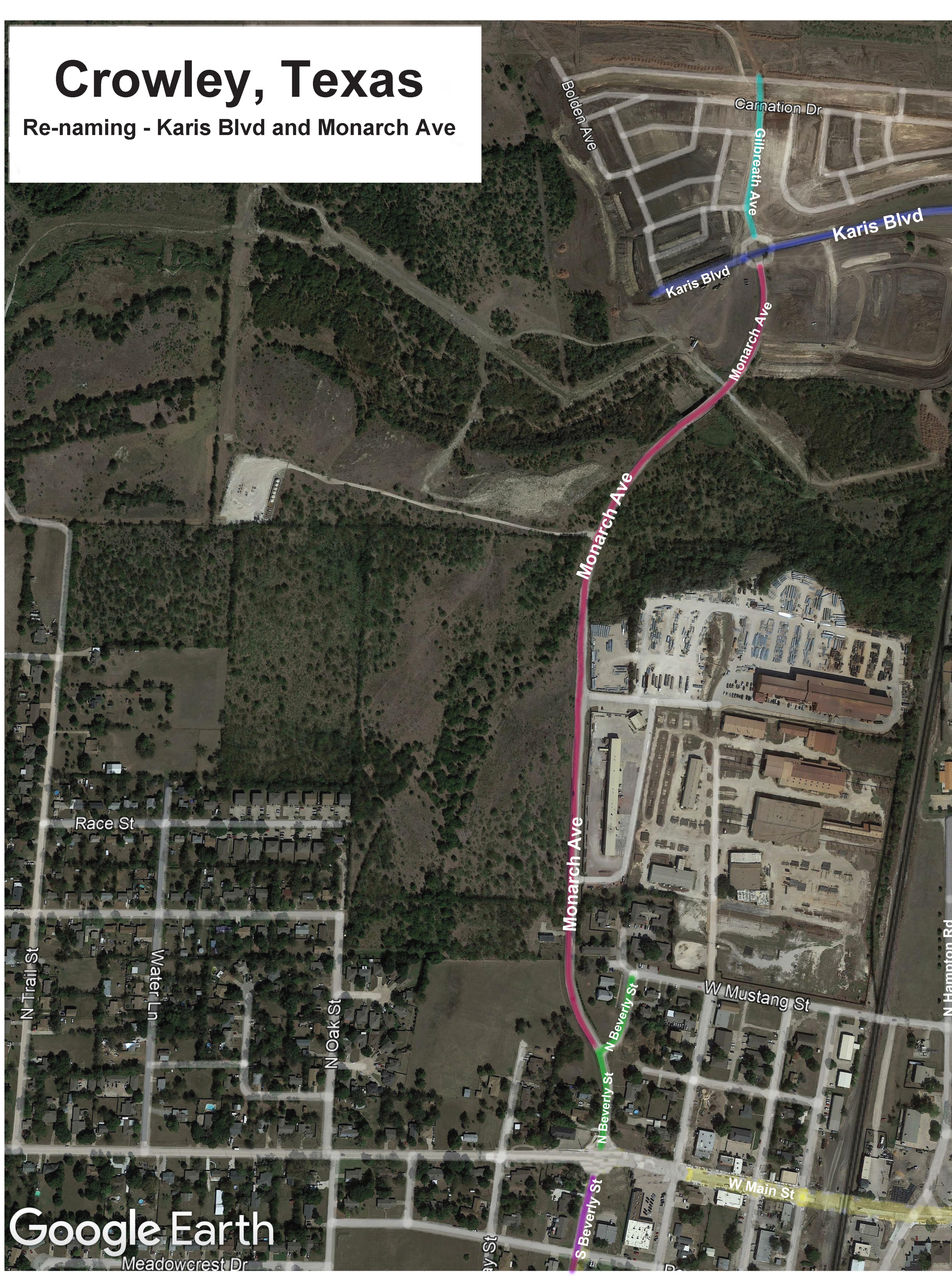
Carol C. Konhauser, City Secretary

#### APPROVED AS TO LEGAL FORM

Rob Allibon, City Attorney

EXHIBIT "A"

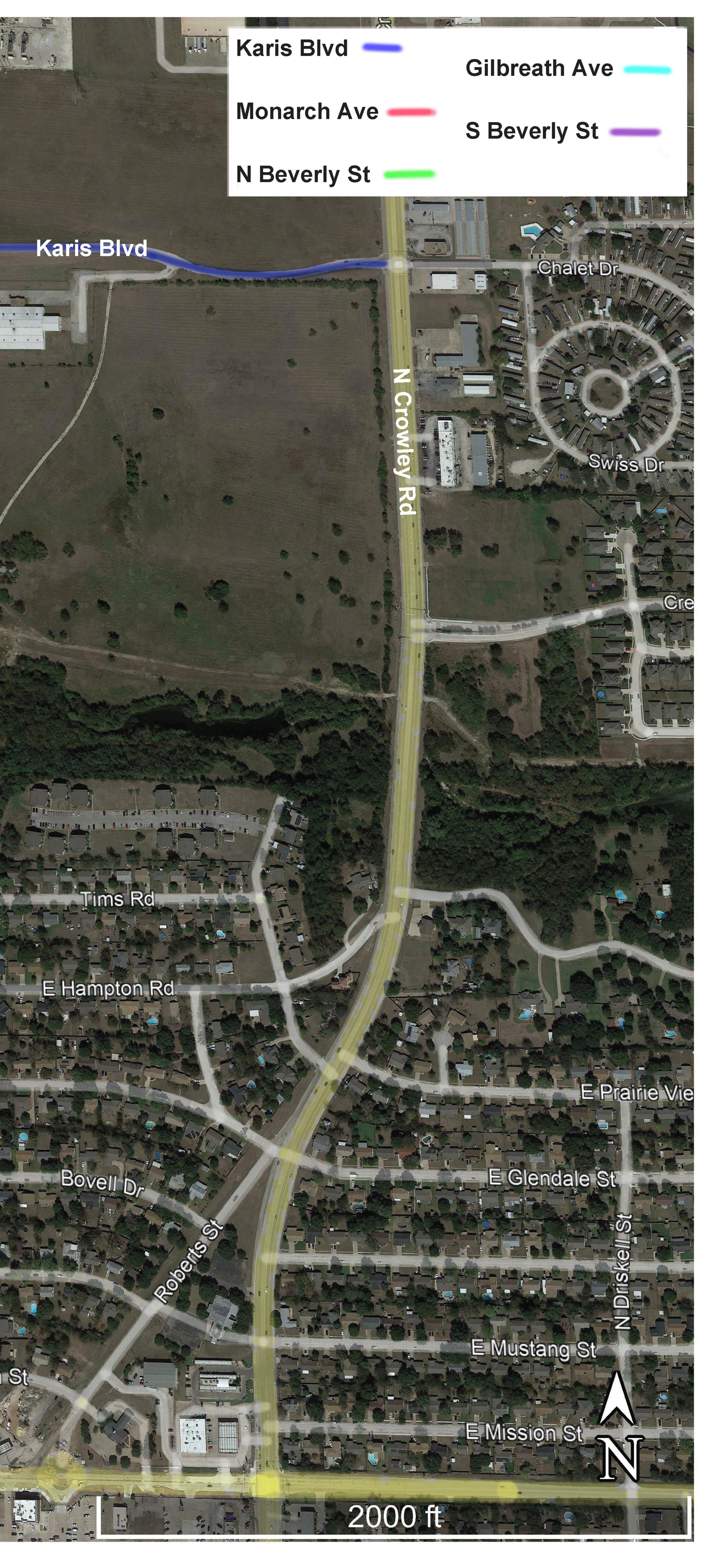
DEPICTION





Karis Blvd

BIVO





## Crowley City Council AGENDA REPORT

Carol Vonhouson

Meeting Date:	February 16, 2023	Staff Contact:	City Secretary
Agenda Item:	VII-2	E-mail:	ckonhauser@ci.crowley.tx.us
		Phone:	817-297-2201-X4000

**SUBJECT:** Discuss and consider adoption of Joint Resolution R02-2023-379 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 R02-2023-379.

#### **ATTACHMENTS**

• Resolution R02-2023-379

#### CITY OF CROWLEY RESOLUTION NO.

#### 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 May6, 2023, pursuant to the above cited provisions of the Election Code; and

**WHEREAS**, the City has expressed its willingness to hold its May 6, 2023 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 6, 2023, 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	, 2023 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 \_\_\_\_\_, 2023 by the Crowley Independent School District Board of Trustees.

La Tonya Woodson, PhD, President Board of Education Crowley Independent School District

ATTEST:

Nedra Robinson, 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 May6, 2023. The City anticipates holding an election for the purpose of electing City officials on May 6, 2023. 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 ADMINSITRATOR**

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 6, 2023, 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 6, 2023, 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@johnsoncountytx.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 canvas report after all ballots have been counted and will provide a copy of the unofficial canvas 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 24, 2023, and continuing through Tuesday, May 2, 2023 with expanded hours of 7:00 a.m. to 7:00 p.m. on Monday, May 1, 2023 and Tuesday, May 2, 2023. 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 respective county election offices listed above, not earlier than Monday, January 2, 2023, and not later than the close of business on Tuesday, April 25, 2023, regardless of method of delivery.

#### 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 CROWELY CITY COUNCIL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2023.

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 \_\_\_\_\_, 20\_\_\_.

La Tonya Woodson, PhD, President Board of Education Crowley Independent School District

ATTEST:

Nedra Robinson, Secretary Board of Education Crowley Independent School District

## Estimated Cost if Holding a Joint Election

Voting Equip	ment	Esti	mated	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	Programming charges for data cards (M100 and			
Shared	Automark) and shipping	\$	1,100.00	
Charged cast				
Charged cost				
per number				
of ballots		<u> </u>	450.00	
ordered	Ballot Layout and Printing (700 ballots)	\$	150.00	
	Public Logic and Accuracy Testing (\$15.00 x 2 hrs x 2			
Shared	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	
Shareu	Pick-up and return Automatic (2 trips x \$25.00 each)	Ş	23.00	
No Charge	Building Rental (\$10.00 x 2 days x 14 hrs)	\$	-	
	Counting Station Personnel Expenses		mated	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	
	Preparation of Supplies and Ballots - (\$30.00 x 10 hr x 1			
Shared	personnel)	\$	150.00	
	Central Counting Station Manager (\$30.00 x 6 hr x 1			
Shared	personnel)	\$	90.00	
	Central Counting Station Personnel (\$12.00 x 6 hr x 6			
Shared	clerks)	\$	216.00	
Shared	Police Chief Key Delivery (\$40 x 1 hr x 1 PD Chief)	\$	20.00	
Early Voting a	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 1.4t Judge)	ć	150.00	
Shareu	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	
			Ī	
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	
Administra	ative Fee	Est	imated	Actual
	10% of Subtotal	\$	528.10	
	TOTAL COSTS	\$	5,809.10	

## Estimated Cost if City Municipal Election is Cancelled

Voting Equipr	ment		mated	Actu	al
		250	inated	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	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	Υ	330.00		
	Automark) and shipping	\$	1,275.00		
		ې ب	1,275.00		
Charged cost					
per number					
of ballots					
ordered	Ballot Layout and Printing (700 ballots)	\$	150.00		
ordered	Public Logic and Accuracy Testing (2 hrs x 2 people @	~	150.00		
	\$15.00 hr)	\$	60.00		
	Publish Notice of Logic and Accuracy Testing	\$	85.00		
			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) Days City Hall				
	is not open	\$	140.00		
Ballot Board/	Counting Station Personnel Expenses		mated	Actu	al
	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	Ŧ			
	clerks)	\$	432.00		
	Police Chief Key Delivery (\$40 x 1 hr x 1 PD Chief)	\$	40.00		
Early Voting a	and Election Day Expenses		mated	Actu	al
	Early Voting Kit	\$	42.00	,	
		Ŧ			
Charged per					
<b>U</b> 1	Ballot by Mail Kits (20 each @ \$2.00)	\$	40.00		
	Early Voting Judge (\$13.00 x 75 hrs x 1 judge)	\$	975.00		
		T			
	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		
		т			
	Election Day Alt Judge (\$12.00 x 15 hrs x 1 alt judge)	\$	180.00		
	, , , , , , , , , , , , , , , , , , , ,	т			
		1			

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



# Crowley City Council AGENDA REPORT

Meeting Date:	February 16, 2023	Staff Contact:	Carol Konhauser City Secretary
Agenda Item:	VII-3	E-mail:	ckonhauser@ci.crowley.tx.us
		Phone:	817-297-2201-X4000

**SUBJECT:** Discuss and consider adoption of Ordinance 02-2023-477 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 06, 2023; 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 02-2023-477, will order the general election to elect City Council Place 5, and City Council Place 6 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 last joint election was held in 2021; the total cost for conducting the joint 2021 General Election with the CISD was \$13,765.06. The City's portion of the election was \$6,953.07 and the CISD paid \$6,811.99.

#### **RECOMMENDATION**

Staff recommends adoption of Ordinance 02-2023-477 ordering the general election and authorizing the Mayor to execute the Notice of Election.

#### **ATTACHMENTS**

- Ordinance 02-2023-477
- Election Order
- Notice of Election

#### **ORDINANCE NO. 02-2023-477**

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 6, 2023; 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 **BOARD:** PROVIDING FOR THE POSTING BALLOT 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 6, 2023, at which time the voters will elect persons to fill the positions of City Council Place 5 and City Council Place 6; 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.** <u>General Election Called.</u> An election is hereby called to elect for the positions of, City Council Place 5 and City Council Place 6 to serve a three (3) year term from May 2023 until May of 2026 or until their successors are duly elected and qualified. The election shall be held on May 6, 2023 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.** <u>Application for Place on Ballot.</u> 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., staring January 18, 2023 and ending February 19, 2023.

Section 4. <u>Appointment of Election Administrator and Voting Clerk.</u> 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.** <u>Appointment of Election Judge and Alternate Election Judge.</u> The following named individuals are hereby appointed to serve as election officer for the Election and Early Voting Ballot Board for the May 6, 2023 General Election:

Presiding Election Judge Alternate Presiding Judge/Clerk Theresa Freihage Zina Ladkin and Santa Gutierrez

#### Section 6. <u>Early Voting.</u>

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 24, 2023 and end on May 2, 2023 during the below listed hours.

Monday, April 24, 2023	8:00 a.m. until 5:00 p.m.
Tuesday, April 25, 2023	8:00 a.m. until 5:00 p.m.
Wednesday, April 26, 2023	8:00 a.m. until 5:00 p.m.
Thursday, April 27, 2023	8:00 a.m. until 5:00 p.m.
Friday, April 28, 2023	8:00 a.m. until 5:00 p.m.
Monday, May 1, 2023	7:00 a.m. until 7:00 p.m.
Tuesday, May 2, 2023	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, email or in person, not later than close of business on Tuesday, April 25, 2023.

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**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@johnsoncountytx.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 6, 2023. 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 1, 2023. Marked ballots may also be delivered in person **ONLY** on Election Day, May 6, 2023, 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.** <u>Method of Voting.</u> 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.** <u>Governing Law and Qualified Voters.</u> 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.** <u>Publication and Posting of Notice of Election.</u> Notice of the election shall be given as required by the Texas Election Code.

**Section 10.** <u>Delivery of Returns.</u> 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 JusticeDepartment.The City Secretary of the City of Crowley or her designee is authorized to makesuch submissions as are necessary to the Texas Secretary of State or the United States JusticeDepartment, if any, to seek pre-clearance for any changes in voting practices.

**Section 12.** <u>Necessary Actions.</u> 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. <u>Effective Date</u>. This ordinance shall be effective upon its adoption.

#### (Signatures on next page)

PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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 6, 2023, from 7:00 a.m. to 7:00 p.m. for the purpose of conducting a General Election to elect City Council Place 5 and City Council Place 6.

(Por la presente se ordena la celebración de elecciones el 6 de mayo de 2023, de 7:00 a.m. a 7:00 p.m. con el propósito de llevar a cabo una Elección General para elegir el Puesto 5 del Concejo Municipal y el Puesto 6 del Concejo Municipal.) (Một cuộc bầu cử theo đây được lệnh tổ chức vào ngày 6 tháng 5 năm 2023, từ 7:00 sáng đến 7:00 tối. cho mục đích tiến hành Tổng tuyển cử để bầu Vị trí số 5 và Vị trí số 6 của Hội đồng Thành phố.)

# Early Voting by personal appearance for City of Crowley, Tarrant County and Johnson County voters will be conducted each weekday between April 24, 2023 through May 2, 2023 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 24 de abril, 2023 haste el 2 de mayo, 2023 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 24 tháng 4 năm 2023 đến ngày 2 tháng 5 năm 2023 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 24 - April 28 , 2023	Monday-Friday	8:00 am- 5:00 pm
(24 de abril al 28 de abril de 2023)	(Lunes-Viernes)	(8:00 am- 5:00 pm)
(24 tháng 4 năm 2023 đến 28 tháng 4 năm 2023)	(Thứ Hai đến thứ Sáu)	(8:00 sáng đến 5:00 chiều)
April 29 & April 30, 2023	Saturday & Sunday	NO VOTING
(29 de abril y 30 de abril de 2023)	(sábado y domingo)	(Sin votación)
(Ngày 29 tháng 4 và ngày 30 tháng 4 năm 2023)	(thứ bảy và chủ nhật)	(Không bỏ phiếu)
May 1 & 2, 2023	Monday & Tuesday	7:00 am – 7:00 pm
(1 y 2 de mayo de 2023)	(lunes y martes)	(7:00 am – 7:00 pm)
(Ngày 1 và 2 tháng 5 năm 2023)	(Thứ hai và thứ ba)	(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:)

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

#### Applications can be scanned with an original signature and emailed to <a href="mailto:ckonhauser@ci.crowley.tx.us">ckonhauser@ci.crowley.tx.us</a>

(Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a <u>ckonhauser@ci.crowley.tx.us</u>)

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

## Applications for ballots by mail must be received no later than the close of business on Tuesday, April 25, 2023.

(Las solicitudes para boletas que se votaron en ausencia por correo deberán recibirse para el fin de las horas de negocio el martes, 25 de abril, 2023)

(Đơn xin phiếu bầu qua thư phải được nhận không muộn hơn ngày kết thúc kinh doanh vào thứ ba ngày 25 tháng 4 năm 2023.)

Issued this 16th day of February 2023. (Emitada este dia 16 de febrero, 2023) (Phát hành này vào ngày 16 tháng 2 năm 2023.)

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

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

Jim Hirth

Signature of Council Member 4 Firma de la Persona del Consejo 4 (Chữ ký của thành viên Hội đồng 4)

Scott Gilbreath Signature of Council Member 6 Firma de la Persona del Consejo 6 (Chữ ký của thành viên Hội đồng 6) Johnny Shotwell Signature of Council Member 1 Firma de la Miembro del Consejo 1 (Chữ ký của thành viên Hội đồng 1)

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

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

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 6, 2023, for voting in a general election to elect City Council Place 5 and Place 6.

(Notifíquese por la presente, que los sitios de votación citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el dia 6 de mayo 2023 para votar en la elección general para elegir a los miembros de los lugares 5 y 6 del consejo.) (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 6 tháng 5 năm 2023, để bỏ phiếu trong một cuộc tổng tuyển cử để bầu Văn phòng Hội đồng Thành phố và Địa điểm 6.)

#### LOCATION OF POLLING PLACE(S) ON ELECTION DAY

(DIRECCION(ES) DE LAS CASILLAS ELECTORALES) (V! TRÍ CỦA NƠI SAU (S) VÀO NGÀY BẦU CỬ)

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

JOHNSON COUNTY VOTERS (VOTANTES DEL CONDADO JOHNSON) (VOTERS QUÂN 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 24, 2023 through May 2, 2023 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 24 de abril, 2023 haste el 2 de mayo, 2023 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 24 tháng 4 năm 2023 đến ngày 2 tháng 5 năm 2023 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 24 - May 2, 2023	Monday-Friday	8:00 am- 5:00 pm
(24 de abril al 2 de mayo de 2023)	(Lunes-Viernes)	(8:00 am- 5:00 pm)
(24 tháng 4 năm 2023 đến 2 tháng 5 năm 2023)	(Thứ Hai đến thứ Sáu)	(8:00 sáng đến 5:00 chiều)
April 29 & April 30 1, 2023	Saturday & Sunday	NO VOTING
(29 de abril y 30 de abril de 2023)	(sábado y domingo)	(Sin votación)
(Ngày 29 tháng 4 và ngày 30 tháng 4 năm 2023)	(thứ bảy và chủ nhật)	(Không bỏ phiếu)
May 1 & 2, 2023	Monday & Tuesday	7:00 am – 7:00 pm
(1 y 2 de mayo de 2023)	(lunes y martes)	(7:00 am – 7:00 pm)
(Ngày 1 và 2 tháng 5 năm 2023)	(Thứ hai và thứ ba)	(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 QUÂN TARRANT) JOHNSON COUNTY VOTERS (VOTANTES DEL CONDADO JOHNSON) (VOTERS QUÂN JOHNSON)

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

Applications can be scanned with an original signature and emailed to <u>ckonhauser@ci.crowley.tx.us</u> (Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a <u>ckonhauser@ci.crowley.tx.us</u>)

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

#### 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 25, 2023 (martes, 25 de abril, 2023) (Thứ ba ngày 25 tháng 4 năm 2023)

#### Issued this the 16th day of February, 2023

(Emitada este dia 16 de febrero, 2023) (Phát hành vào ngày 16 tháng 2 năm 2023)

> Billy P. Davis, Mayor (Firma del Alcalde) (Thị trưởng thành phố)



# Crowley City Council AGENDA REPORT

Meeting Date:	February 16, 2023	Staff Contact:	Carol Konhauser City Secretary
Agenda Item:	VII-4	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 06, 2023, 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 \_\_\_\_\_ 2023, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County") and <u>City of Crowley</u> 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 <u>\$350.00</u> per machine paid in advance. Said payment is for a period of <u>April 24, 2023</u> through <u>May 6, 2023</u> and is due on <u>April 21, 2023</u>. 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.

#### **VOTING MACHINE LEASE 2023**

4. County shall supply the Lessee with (<u>1</u>) (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 <u>employees in a hierarchy at each</u> 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 <u>Designated Employees</u>.

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 <u>Designated Employees</u> 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: Address for Notice:	<u>Carol Konhauser</u> <u>201 E. Main St.</u> <u>Crowley, Texas 76036</u>
	Telephone Number: Email:	817-297-2201 ext. 4000 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:

Date: \_\_\_\_\_

Lessee:

Date: \_\_\_\_\_

Christopher Boedeker County Judge Signature

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

Attest:

April Long, County Clerk Johnson County

Patty Bourgeois, Elections Administrator Johnson County





Meeting Date:February 16, 2023Agenda Item:VII-5

	Carol C. Konhauser	
Staff Contact:	City Secretary	
E-mail:	ckonhauser@ci.crowley.tx.us	
Phone:	817-297-2201-X 4000	

**SUBJECT:** Discuss and consider approving Resolution R02-2023-380, reappointing certain directors of the Karis Municipal Management District of Tarrant County.

#### BACKGROUND/DISCUSSION

In accordance with Section 375.064 of the Texas Local Government Code, the Board of a District shall recommend, to the governing body, person(s) to serve on the Board. Staff received notification from the legal secretary for the Karis MMD that the Board, at their last meeting held on Dec 20, 2022, had recommended Mr Michael McFarland, Cody Klipfel and Mr Martin Spradley to serve for the term beginning Feb 19, 2023 ending Feb 19, 2027.

## FINANCIAL IMPACT

None

#### **RECOMMENDATION**

Staff recommends approval.

#### **ATTACHMENTS**

- Signed Karis MMD Resolution
- Resolution R02-2023-380

#### RESOLUTION RECOMMENDING REAPPOINTMENT OF DIRECTORS

WHEREAS, Karis Municipal Management District of Tarrant County (the "District") was created pursuant to an Order of the Texas Commission on Environmental Quality, and the District has been organized and operates pursuant to Article III, Section 52, and Article XVI, Section 59, Texas Constitution, and the general laws of the State of Texas, including particularly Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code; and

WHEREAS, Section 375.064, Texas Local Government Code provides that (i) the Board of Directors (the "Board") of the District shall recommend to the governing body of the City of Crowley, Texas (the "City"), persons to serve on a succeeding Board and (ii) after reviewing the recommendations, the governing body of the City shall approve or disapprove the directors recommended by the Board.

WHEREAS, the terms of three directors of the District, Michael McFarland, Cody Klipfel and Martin Spradley, will expire on February 19, 2023; and

WHEREAS, the Board has determined to recommend to the City Council of the City, as the City's governing body, the appointment of Michael McFarland, Cody Klipfel and Martin Spradley to continue service on the Board with new terms expiring on February 19, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF KARIS MUNICIPAL MANAGEMENT DISTRICT OF TARRANT COUNTY AS FOLLOWS:

1. That in accordance with Section 375.064, Texas Local Government Code, the Board hereby recommends to the City Council of the City the appointment of Michael McFarland, Cody Klipfel and Martin Spradley to continue service as Board members after expiration of their respective current terms, with each to serve as a director of the Board with a new term ending February 19, 2027.

2. That effective February 19, 2023, pursuant to the recommendations made herein, the Board composition is requested and recommended to be as follows:

NAME OF DIRECTOR	<b>TERM EXPIRATION</b>
Ron Smith	February 19, 2025
Tom O'Dwyer	February 19, 2025
Michael McFarland	February 19, 2027
Cody Klipfel	February 19, 2027
Martin Spradley	February 19, 2027

3. That the City Council and staff of the City be respectfully requested to implement the Board appointments recommended herein, and to take any formal action necessary to effect such recommendations, including the adoption of a resolution appointing directors to the Board as requested hereby, in order to allow for the continued efficient and effective operation of the Board and the District. RESOLVED AND ADOPTED BY THE BOARD OF DIRECTORS OF KARIS MUNICIPAL MANAGEMENT DISTRICT OF TARRANT COUNTY this 20<sup>th</sup> day of December, 2022.

By:

President, Board of Directors



Karis/Res/ResRecApptofDirectors2022

#### **RESOLUTION NO. R02-2023-380**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, REAPPOINTING CERTAIN DIRECTORS OF KARIS MUNICIPAL MANAGEMENT DISTRICT OF TARRANT COUNTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Karis Municipal Management District of Tarrant County (the "District") was created pursuant to an Order of the Texas Commission on Environmental Quality ("TCEQ"), and the District has been organized and operates pursuant to Article III, Section 52, and Article XVI, Section 59, Texas Constitution, and the general laws of the State of Texas, including particularly Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code; and

WHEREAS, TCEQ, in its Order creating the District, and in accordance with the provisions of Chapter 375, Texas Local Government Code, appointed an initial Board of Directors (the "Board") of the District, which consists of five members; and

WHEREAS, the terms of three directors of the initial Board, Michael McFarland, Cody Klipfel, and Martin Spradley, will expire on February 19, 2023; and

WHEREAS, Section 375.064, Texas Local Government Code provides that (i) the Board of the District shall recommend to the governing body of the City of Crowley, Texas (the "City"), persons to serve on a succeeding Board and (ii) after reviewing the recommendations, the governing body of the City shall approve or disapprove the directors recommended by the Board; and

WHEREAS, under Section 375.064(d), Texas Local Government Code, Board members may serve successive terms; and

WHEREAS, the Board has recommended to the City Council of the City, as the City's governing body, the appointment of Michael McFarland, Cody Klipfel, and Martin Spradley, to continue service on the Board with new terms expiring on February 19, 2027; and

WHEREAS, in accordance with the provisions of Section 375.064, Texas Local Government Code, the City Council has determined to approve the reappointment of such directors to serve terms expiring on February 19, 2027.

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

1. That the City Council hereby approves the reappointment of Michael McFarland, Cody Klipfel, and Martin Spradley, to the Board and the continued service of such directors, with new terms expiring on February 19, 2027; and

That this Resolution become effective immediately upon its adoption by the City 2. Council.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CROWLEY, TEXAS

By:\_\_\_\_\_ Billy Davis, Mayor

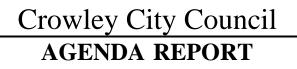
ATTEST:

By:\_\_\_\_\_ Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney





Meeting Date:	February 16, 2023	Staff Contact:	Carol C. Konhauser City Secretary
Agenda Item:	VII-6	E-mail:	ckonhauser@ci.crowley.tx.us
		Phone:	817-297-2201-X 4000

**SUBJECT:** Discuss and consider joining the Allergan, CVS, Walgreens, and Walmart Global Opioid Settlements and authorizing the City Manager to execute Subdivision Participation Forms for each.

#### **BACKGROUND/DISCUSSION**

On November 4, 2021, the city passed Resolution R11-2021-359, authorizing the participation in the State of Texas Global Opioid Settlement and agreed to participate in the Distributors and Janssen (J&J) Settlements. On March 2, 2022, council also entered into participation agreements for Endo and Teva Settlements. Settlements have now been reached with Allergan, CVS, Walgreens, and Walmart. Below are links to the term sheets

Allergan Term Sheet <u>CVS Term Sheet</u> <u>Walgreens Term Sheet</u> <u>Walmart Term Sheet</u>

#### FINANCIAL IMPACT

The recent settlements with Allergan, CVS, Walmart, and Walgreens brings Texas' combined share to almost \$3 billion, with Allergan paying \$135 million, CVS paying \$304 million, Walgreens paying \$340 million, and Walmart paying \$170 million. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis.

#### **RECOMMENDATION**

Staff recommends approval

#### **ATTACHMENTS**

• Settlement forms

### <u>EXHIBIT K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
- 5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
- 8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
- 11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



#### <u>EXHIBIT K</u>

#### Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com">https://nationalopioidsettlement.com</a>.
- 3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
- 7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
- 10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



## <u>EXHIBIT K</u>

#### Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com">https://nationalopioidsettlement.com</a>.
- 3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
- 7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
- 10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



## EXHIBIT K

#### Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
- 3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
- 7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Crowley City Council AGENDA REPORT

Meeting Date:February 16, 2023Agenda Item:VII-7

Staff Contact: Kit Long
E-mail: klong@ci.crowley.tx.us
Phone: 817/297-2276

**SUBJECT:** Submit and Consider Action to Accept the Crowley Police Department's 2022 Racial Profiling Report and Motor Vehicle Contact Search Analysis

## BACKGROUND/DISCUSSION

The Crowley Police Department must comply with the Texas Racial Profiling Law. The statute requires the collection and annual reporting/analysis of motor vehicle-related contact data for identifying and addressing (if necessary) areas of concern regarding racial profiling practices.

The 2022 Racial Profiling Report verifies that the Crowley Police Department fully complies with the state racial profiling statute regarding prevention policies, data collection, vehicle search analysis, and reporting.

The Texas Commission on Law Enforcement requires all Texas law enforcement agencies to submit their Racial Profiling Report to their governing body (i.e., City Council) by March 1st every year. Staff requests that the Crowley City Council accept the report to meet the State's directive.

Also attached is the Crowley Police Department's Annual Report for 2022.

FINANCIAL IMPACT None

#### **RECOMMENDATION**

Staff recommends approval.

#### **ATTACHMENTS**

- 2022 Racial Profiling Report
- Annual Report

### CROWLEY POLICE DEPARTMENT

# 2022 ANNUAL REPORT

KIT LONG, CHIEF OF POLICE

617 West Business FM 1187, Crowley, Texas 76036/817-297-2276



# Who We Are

# **Our Mission**

To improve the quality of life and safety of our citizens by building partnerships with the community. Together we will enhance community trust, reduce the fear of crime, preserve peace, and strive to maintain a safe environment for the City of Crowley.

# **Our Vision**

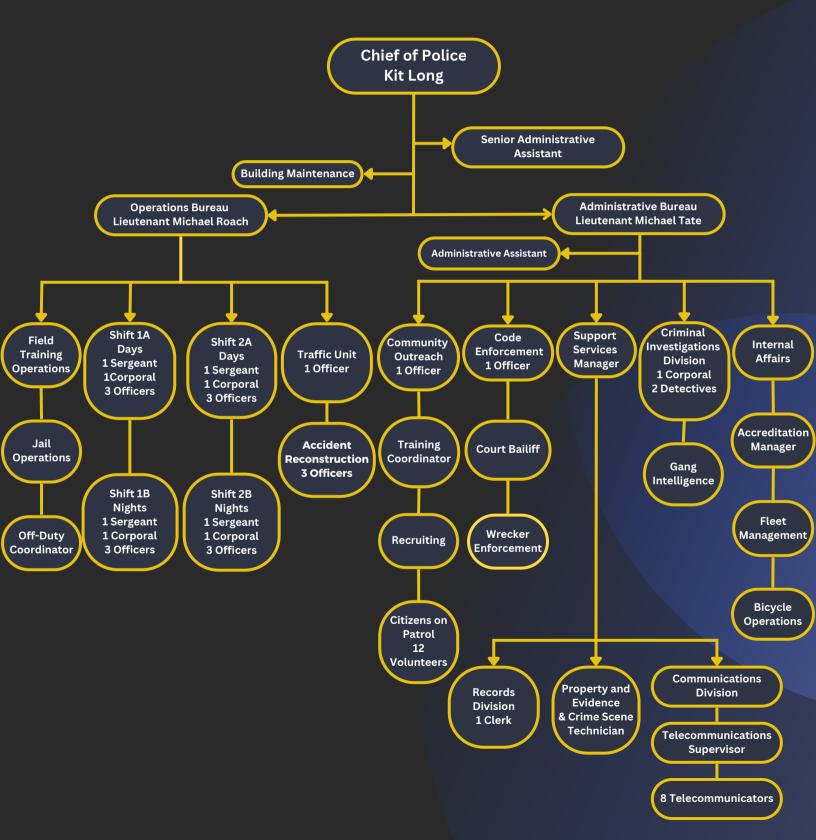
To be respected and trusted by all segments of the community so that we can be a positive driving force in making the City of Crowley the most livable community in North Texas.

# **Our Values**

<u>Honesty</u> Integrity Honor Respect



# **Organizational Chart**



### CROWLEY POLICE DEPARTMENT

# OPERATIONS BUREAU

LIEUTENANT MICHAEL ROACH MROACH@CI.CROWLEY.TX.US 817-297-2276 EXT. 6203



# Community Service and Response

# TOTAL CALLS FOR SERVICE

2021	2022	% Change
23,802	<b>22,896</b>	-3.8%

# 00:09:19

AVG. RESPONSE TIMES TO <u>ALL</u> CALLS FOR SERVICE

# <u>00:07:34</u>

AVG. RESPONSE TIMES TO PRIORITY 1 AND 2 CALLS

# 3,303

TOTAL WRITTEN REPORTS COMPLETED

# **PROACTIVE POLICING**

**6465** RESIDENCE, PARK, AND BUSINESS CHECKS **1340** ALL OTHER OFFICER INITIATED ACTIVITY **23** COMMUNITY EVENTS ATTENDED



# **Crime Overview**

<u>OFFENSES</u>	2020	2021	2022	% CHANGE
HOMICIDE	1	0	1	
ASSAULTIVE OFFENSES	182	149	143	-4%
SEX RELATED OFFENSES	7	17	16	-5.9%
ROBBERY	3	2	2	0%
BURGLARY	135	107	97	-9.4%
THEFT	268	176	189	
VEHICLE THEFT	24	23	20	-13%
TOTAL	620	474	468	-1.3%

TOTAL ARRESTS MADE: 477



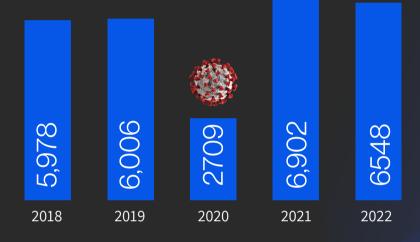
# **Crime Overview**

	<u>2021</u>	2022	% Change
Family Violence	93	103	+10.8%
Weapons Violations	16	<b>28</b>	+75%
DWI/DUI	33	14	-57.6
Other Alcohol Related Offenses	18	17	-5.6%
Drug/Narcotic Violations	125	141	
Fraud/Forgery	119	93	-21.9%
Obscene Material/ Cyber Crime	7	1	-85.7%
Vandalism	92	76	-17.4%
Officer Assaults	1	7	



# **Traffic Enforcement**

# FIVE YEAR REVIEW TOTAL NUMBER OF TRAFFIC STOPS



# 3,194 TOTAL CITATIONS 3,355 TOTAL WARNINGS

TRAFFIC UNIT TOTALS 1,925 TOTAL CITATIONS 735 TOTAL WARNINGS

# 2022 TOP FIVE CITED TRAFFIC VIOLATIONS

EXPIRED MOTOR VEHICLE REGISTRATION SPEEDING FAILURE TO MAINTAIN FINANCIAL INSURANCE NO DRIVER'S LICENSE DISREGARD STOP SIGN



**Traffic Crash Data** 

# 220

# <u>TOTAL CRASHES</u>

134 NON-INJURY CRASHES63 INJURY CRASHES2 FATALITY CRASHES



# 2018 2019 2020 2021 2022

### 60% OF INJURY/FATAL CRASHES IN 2022 INVOLVED THESE PRIMARY COLLISION FACTORS:

SPEED

FAILURE TO YIELD RIGHT OF WAY- MAKING LEFT TURN DISREGARDING STOP SIGN/RED LIGHT FAILURE TO YIELD RIGHT OF WAY- FROM STOP SIGN

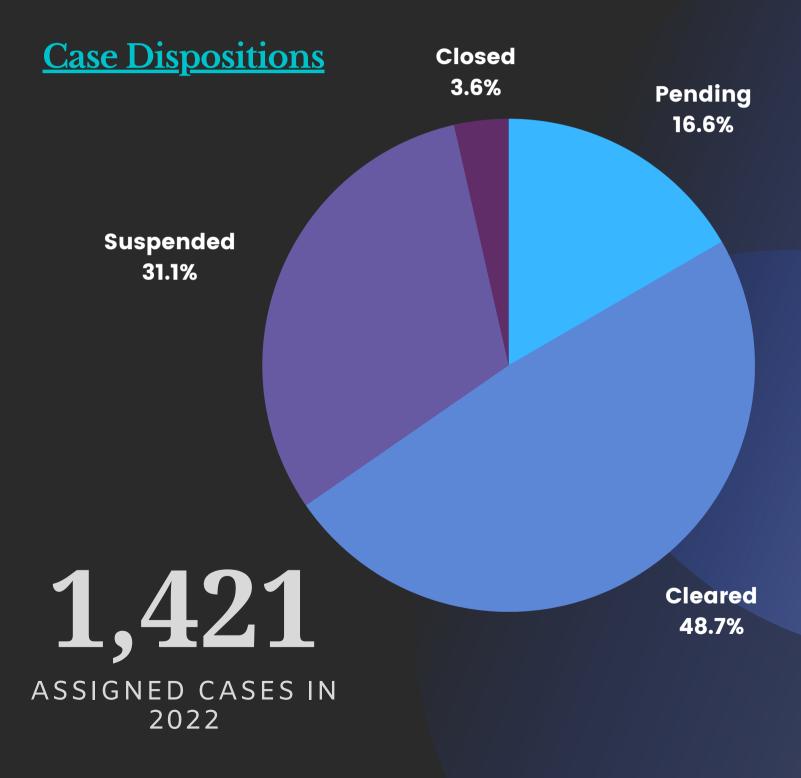
### CROWLEY POLICE DEPARTMENT

# ADMINISTRATIVE BUREAU

LIEUTENANT MICHAEL TATE MTATE@CI.CROWLEY.TX.US 817-297-2276 EXT. 6204



# Criminal Investigations





# Criminal Investigations

**1,672** TOTAL OFFENSES INVESTIGATED

3.2%

1,820 INVESTIGATIVE SUPPLEMENT REPORTS COMPLETED



149

ARREST

WARRANTS

NCMEC\* REFERRALS

**11%** 

**28** SEARCH WARRANTS EXECUTED

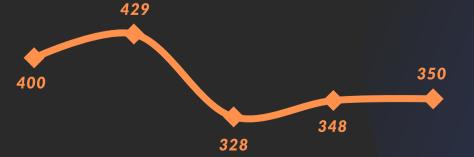
64.7%

**13** REGISTERED SEX OFFENDERS

+4 From 2021

-8.5%

# CASES FILED WITH THE DISTRICT ATTORNEYS OFFICE 2018-2022

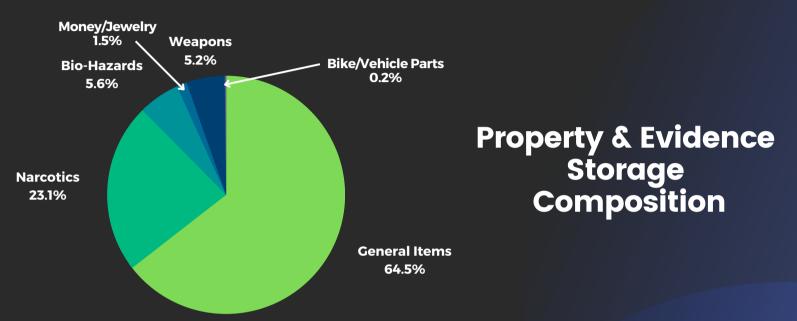


**25** CASES FILED WITH THE CITY PROSECUTOR

\*National Center For Missing & Exploited Children



# **Property & Evidence** Crime Scene



Annual Property Intake

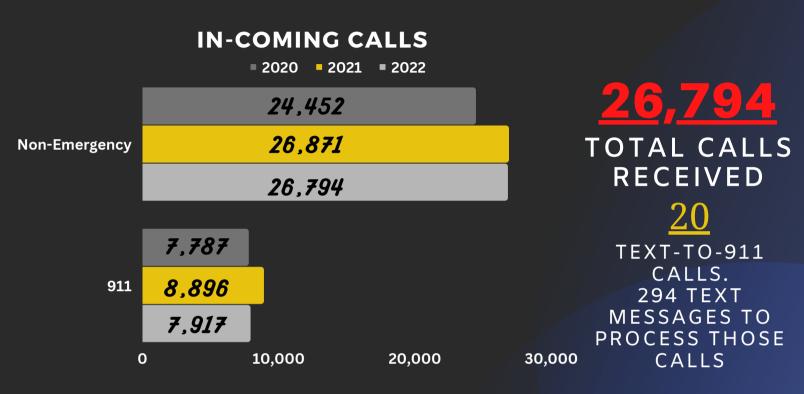


11,169 Number of Items Secured in Property and Evidence 2,256

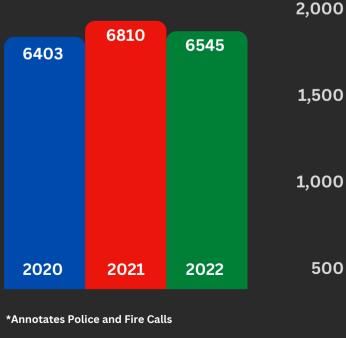
Number of Items Destroyed/Disposed In Accordance with State Law 10 Major Crime Scene Call-Outs



# Communications



PRIORITY 1 AND 2 CALLS



**2020 2021 2022** 

### PRIORITY 3 AND 4 CALLS





# **Records Division**



# **J6** INCIDENT REPORTS PROCESSED

Current Alarm Permits

601

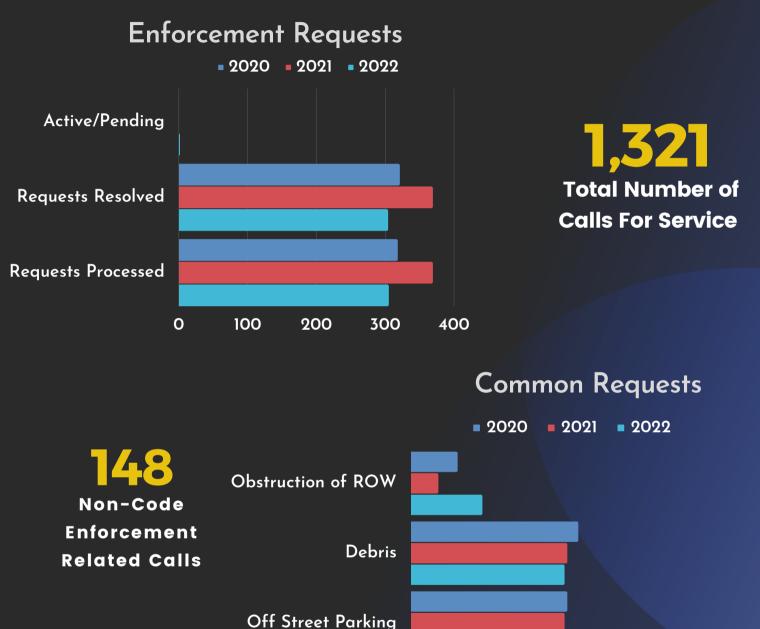
Citizen Fingerprints Processed



**Traffic Contacts** 



# **Code Enforcement**



High Grass

Junk Vehicle

0

25

50

75

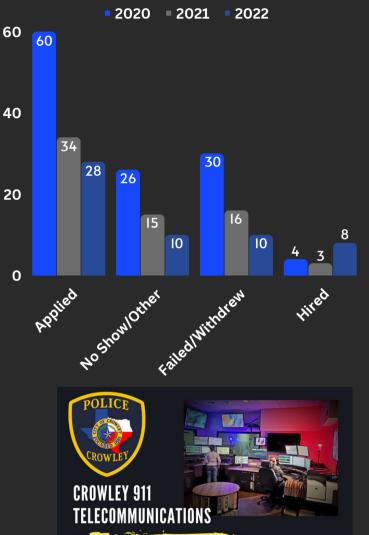
100

125



# Recruiting

# **Police Officer**



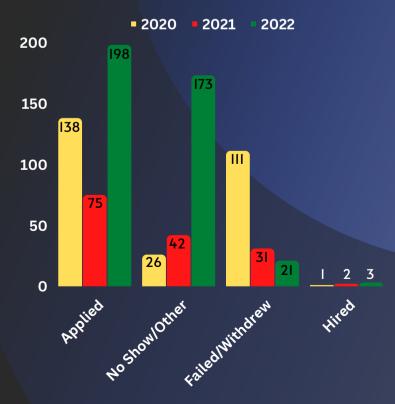


### Drug Screen, Hearing, Polygraph, and Psychological Test.

Benefits Include: NEW PAY RATE, starting at \$43,245 annually up to \$63,500. Texas Municipal Retirement System, Health, Vision and Dental Insurance. Additional Training and Professional Development. Bilingual Pay.



# **Telecommunicator**



Apply online :www.ci.crowley.tx.us or contact Officer CJ Perry (817)297-2276 EXT. 6504



# 2022 New Hires Welcome to the Team!

# **TELECOMMUNICATORS**



**Marisol Martinez** 





LaRea Baptist

Tanyka Stone

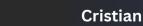
# **POLICE OFFICERS**



Garrett Smallwood



**Jonathan Dees** 





**Kwaun Shaw** 

Cristian Velazquez



# Community Service and Outreach



Placed 19th in the Nation of cities with a population between 15,000-50,000! Over 400 hotdogs were served at this event 🥠!

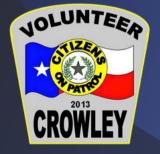
In 2022, 18 boxes weighing 350 lbs was collected. All medication was turned over to the DEA for destruction.





Held each June, the Annual Bike Safety Rodeo provides bike safety tips, bicycle inspections, and free bike helmets. 95 safety helmets were given out to those in need.

7 citizens graduated from the Citizens Police Academy. 2 of those graduates joined the ranks of the Citizens on Patrol (COP). A total of 15 COP's volunteered 754 hours of their time to serve the citizens of Crowley.



**Audience** 72.5% Women 27.5% Men

10,300 279,897

> Facebook Followers

Page Reach



# Professional Standards & Training

# **Internal Affairs Investigations**

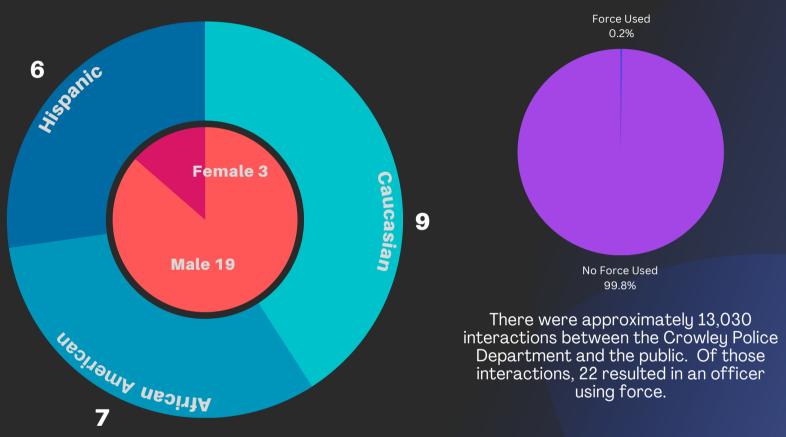
Sustained: 1 Not Sustained: 0 Unfounded: 0 Exonerated: 0 Policy Failure 0 False or Untrue: 0

# **Supervisory Overview**





# Response to Resistance



### Force Options Used

Physical Control: 8 Pointed Firearm: 14 Impact Weapon: 0 Chemical Irritants: 0 Electronic Control Device: 0 Deadly Force: 0

# 22 Use of Force Cases in 2022

### CROWLEY POLICE DEPARTMENT

# 2022 IN REVIEW



# 2022 in Review



- The Crowley Police Department became the 186th agency to be accredited through the the Texas Police Chief's Association Best Practices Program.
- Received the Department of Defense Certification in accordance with the Safer Policing and Safe Communities Executive Order.
- Gang Intelligence Initiative. A process in which documents gang members and gang activity throughout the city.
- Recipient of \$19,900 in grant funding from the Tarrant County 911 District.
- Distribution of Nasal Narcan to each officer to combat the growing opioid crisis.
- Acquisition of five patrol vehicles to replace aging fleet.
- Developed and created curriculum for the Tarrant County College Basic Police Officer Academy, adopted to meet TCOLE guidelines.



# 2021 Annual Awards

# Officer of the Year Officer Kassandra Conners

# <u>Supervisor of the Year</u> Nicole McDaniel

# <u>Civilian of the Year</u>

# Laura Castaneda

# **Volunteer of the Year**

**Roy Harrison** 

### CROWLEY POLICE DEPARTMENT

# IN MEMORIAM

# Officer Victor I. Mendez #319

# September 6, 1984 – August 17,2022

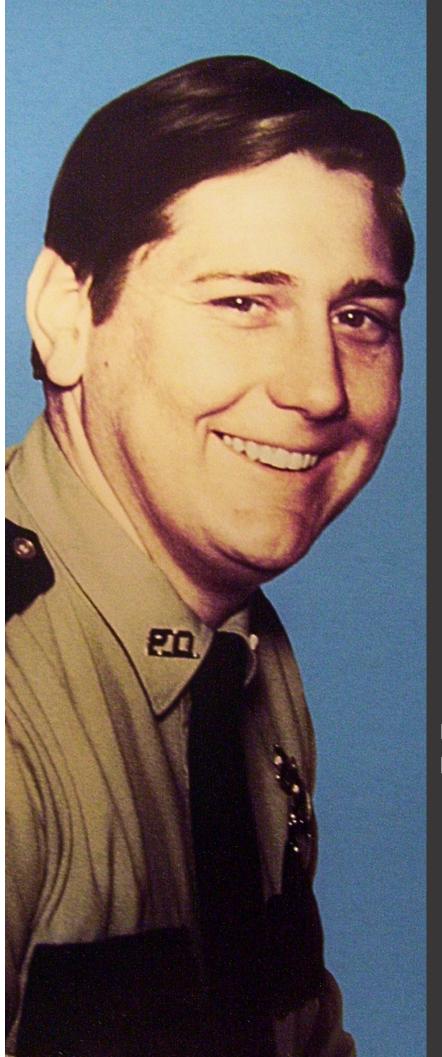
The Last Call

Crowley to 319... Crowley to 319...

### All Units

Officer Victor Mendez, Badge 319, was everything you want a Crowley Police Officer to be. He was a loving son, a dedicated father, and a loyal friend. It is with a heavy heart to announce that 319 is 10-7 for the last time. He is gone but will never be forgotten or replaced. Rest easy, brother. We have your six.

319 is 10-7





# James Michael **Carpenter**

End of Watch February 13, 1979

# Crowley Police Department Annual Contact Report 2022



Chief Administrator: Kit Long, Chief of Police

Prepared By: Michael Tate, Lieutenant

# 2022 REPORTING FULL REPORTING AGENCY

The Crowley Police Department's vehicles that conduct motor vehicle stops are equipped with video and audio equipment. In addition, officers conducting motor vehicle stops are equipped with body worn cameras. These videos are maintained for a minimum of 90 days.

# Videos are audited once a month by the officer's direct supervisor.

Racial profiling statistics are audited on a monthly basis to ensure reporting compliance and accuracy.



# Racial Profiling Report | Full report

Agency Name:Crowley Police DepartmentReporting Date:1/5/2022TCOLE Agency Number:439208Chief Administrator:Kit Long, Chief of PoliceAgency Contact Information:Michael Tate, LieutenantPhone:817-297-2276Email:mtate@ci.crowley.tx.usMailing Address:617 West Business FM 1187, Crowley, TX 76036

This Agency filed a full report

<u>Crowley Police Department</u> has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the <u>Crowley Police Department</u> from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the <u>Crowley Police Department</u> if the individual believes that a peace officer employed by the <u>Crowley Police Department</u> has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the <u>Crowley Police Department</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>Crowley Police Department</u> policy;
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- d. whether the peace officer used physical force that resulted in bodily injury during the stop;
- e. the location of the stop;
- f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The <u>Crowley Police Department</u> has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by:

Chief Administrator

hong

Date: 0/-05-23

# **TOTAL STOPS** <u>6548</u>

### Street Address or Approximate Location of Stop:

	(00)
City Street	6296
US Highway	0
State Highway	44
County Road	111
Private Property or Other	97

# Was Race or Ethnicity Known Prior to Stop?

Yes:	46
No:	6502

### **Race or Ethnicity:**

Alaska Native/American Indian	9
Asian/Pacific Islander	136
Black	2374
White	2596
Hispanic/Latino	1433

### Gender:

Female Total:   2948
----------------------

Alaska Native/American Indian	3
Asian/Pacific Islander	58
Black	1161
White	1185
Hispanic/Latino	541

Male Total: 3	600
E	······
Alaska Native/American	Indian 6
Asian/Pacific Islander	78
Black	1213
White	1411
Hispanic/Latino	892

# **Reason for Stop?**

### Moving Traffic Violation: 3881

Alaska Native/American Indian	7
Asian/Pacific Islander	96
Black	1411
White	1508
Hispanic/Latino	859

# Preexisting Knowledge: 24

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	7
Hispanic/Latino	9

### Violation of Law: 284

Alaska Native/American Indian	1
Asian/Pacific Islander	2
Black	97
White	140
Hispanic/Latino	44

### Vehicle Traffic Violation: 2359

Alaska Native/American Indian	1
Asian/Pacific Islander	38
Black	858
White	941
Hispanic/Latino	521

## Was a Search Conducted?

Yes: 201

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	109
White	59
Hispanic/Latino	32

No: 6347

Alaska Native/American Indian	9
Asian/Pacific Islander	135
Black	2265
White	2537
Hispanic/Latino	1401

### **Reason for Search?**

### Consent: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	8
Hispanic/Latino	1

### Plainview Contraband: 9

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	2
Hispanic/Latino	3

### Probable Cause: 158

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	95
White	38
Hispanic/Latino	24

Inventory:	
an voncor y v	1

12

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	4
Hispanic/Latino	4

### Incident to Arrest:

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	7
Hispanic/Latino	0

### Was Contraband Discovered?

Yes: 140

Race/Ethnicity		Did the finding	result in arrest?
	Total	Yes	No
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	1	0	1
Black	77	10	67
White	34	6	28
Hispanic/Latino	28	3	25

# No: 61

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	32
White	25
Hispanic/Latino	4

# **Description of Contraband:**

### **Drugs:** 117

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	65
White	29
Hispanic/Latino	22

### Currency: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

### Weapons: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	0
Hispanic/Latino	0

### Alcohol: 15

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	5
Hispanic/Latino	5

### Stolen Property: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	0
Hispanic/Latino	1

Alaska Native/A	merican Indian	0
Asian/Pacific Is		
Black		8
White		5
Hispanic/Latino		6
Result of St		
Verbal Warn	ing. 2573	
	ing.	
Alaska Native/A	merican Indian	9
Asian/Pacific Is	lander	58
Black		796
White		1186
Hispanic/Latino		524
Written War	ning: 740	
Alaska Native/A		0
Asian/Pacific Is	lander	19
Black		239
White		353
Hispanic/Latino		129
	3113	
Citation		
Citation:		
	merican Indian	0
Alaska Native/A		0
Alaska Native/A Asian/Pacific Is Black		59 1271
Alaska Native/A Asian/Pacific Is Black White	lander	59
Alaska Native/A Asian/Pacific Is Black	lander	59 1271 1025
Alaska Native/A Asian/Pacific Is Black White Hispanic/Latino	lander	59 1271 1025 758
Alaska Native/A Asian/Pacific Is Black White Hispanic/Latino	lander	59 1271 1025 758
Alaska Native/A Asian/Pacific Is Black White Hispanic/Latino	ander	59 1271 1025 758
Alaska Native/A Asian/Pacific Is Black White Hispanic/Latino <b>Written War</b>	ander ning with Arrest merican Indian	59 1271 1025 758 t: 18
Alaska Native/A Asian/Pacific Is Black White Hispanic/Latino <b>Written War</b> Alaska Native/A	ander ning with Arrest merican Indian	59 1271 1025 758 t: 18
Alaska Native/A Asian/Pacific Is Black White Hispanic/Latino <b>Written War</b> Alaska Native/A Asian/Pacific Is	ander ning with Arrest merican Indian	59 1271 1025 758 t: 18 0 0

Citation and Arrest: 81	
Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	46
White	17
Hispanic/Latino	18
Arrest: 23	
Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	13
White	8
Hispanic/Latino	2
Alaska Native/American Indian Asian/Pacific Islander	0
Asian/Pacific Islander Black	0 13
Asian/Pacific Islander Black White	0 13 8
Asian/Pacific Islander Black	0 13
Asian/Pacific Islander Black White	0 13 8 3
Asian/Pacific Islander Black White Hispanic/Latino <b>Violation of Traffic Law:</b> 3 Alaska Native/American Indian	0 13 8 3
Asian/Pacific Islander Black White Hispanic/Latino <b>Violation of Traffic Law:</b> 3 Alaska Native/American Indian Asian/Pacific Islander	0 13 8 3 3 0 0
Asian/Pacific Islander Black White Hispanic/Latino <b>Violation of Traffic Law:</b> 3 Alaska Native/American Indian Asian/Pacific Islander Black	0 13 8 3 3 0 0 2
Asian/Pacific Islander Black White Hispanic/Latino Violation of Traffic Law: 3 Alaska Native/American Indian Asian/Pacific Islander Black White	0 13 8 3 0 0 0 2 1
Asian/Pacific Islander Black White Hispanic/Latino <b>Violation of Traffic Law:</b> 3 Alaska Native/American Indian Asian/Pacific Islander Black	0 13 8 3 3 0 0 2
Asian/Pacific Islander Black White Hispanic/Latino Violation of Traffic Law: 3 Alaska Native/American Indian Asian/Pacific Islander Black White	0 13 8 3 0 0 0 2 1
Asian/Pacific Islander Black White Hispanic/Latino <b>Violation of Traffic Law:</b> 3 Alaska Native/American Indian Asian/Pacific Islander Black White Hispanic/Latino	0 13 8 3 3 0 0 0 2 1 0
Asian/Pacific Islander Black White Hispanic/Latino Violation of Traffic Law: 3 Alaska Native/American Indian Asian/Pacific Islander Black White Hispanic/Latino Violation of City Ordinance:	0 13 8 3 3 0 0 2 1 0 0 2 1 0 0
Asian/Pacific Islander Black White Hispanic/Latino Violation of Traffic Law: 3 Alaska Native/American Indian Asian/Pacific Islander Black White Hispanic/Latino Violation of City Ordinance: Alaska Native/American Indian	0 13 8 3 3 0 0 0 2 1 0 0 2 1 0 0
Asian/Pacific Islander Black White Hispanic/Latino Violation of Traffic Law: 3 Alaska Native/American Indian Asian/Pacific Islander Black White Hispanic/Latino Violation of City Ordinance: Alaska Native/American Indian Asian/Pacific Islander	0 13 8 3 3 0 0 2 1 0 2 1 0 0 0 0

### Outstanding Warrant: 95

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	53
White	23
Hispanic/Latino	19

# Was Physical Force Resulting in Bodily Injury Used During the Stop?

Yes: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

No: 6548

Alaska Native/American Indian	9
Asian/Pacific Islander	136
Black	2374
White	2596
Hispanic/Latino	1433

### Number of Complaints of Racial Profiling:

Total: <u>1</u>

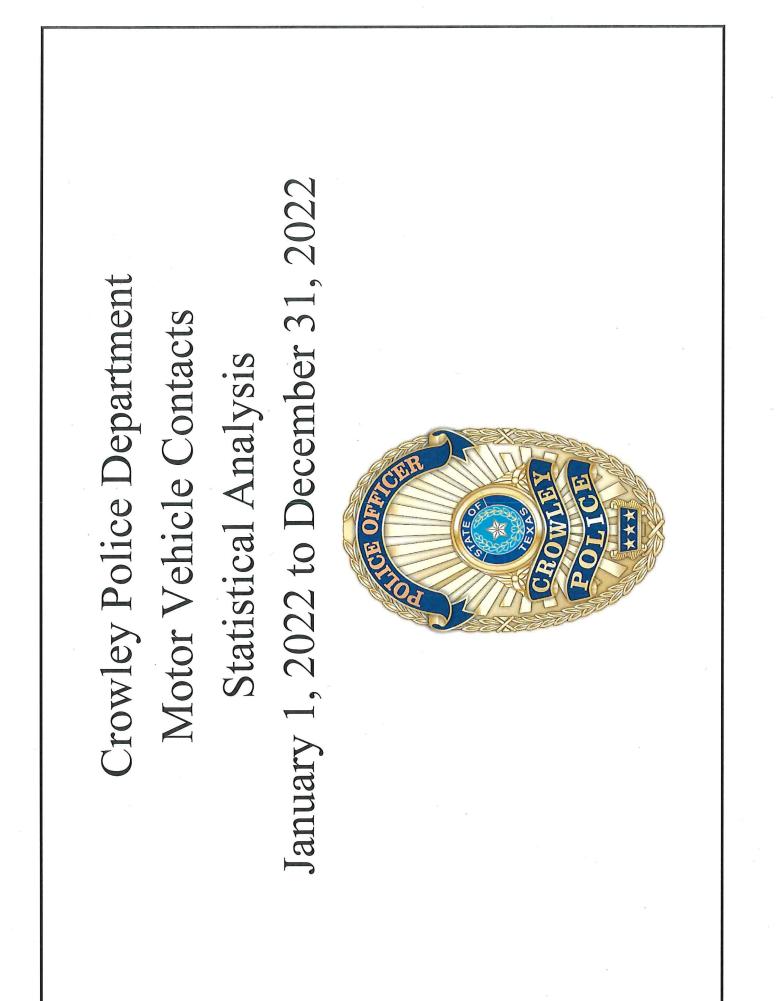
Resulted in Disciplinary Action: \_\_\_\_0\_\_\_

Did not result in Disciplinary Action: \_\_\_\_1\_\_\_

Submitted electronically to the



### The Texas Commission on Law Enforcement



Traffic Stops by Race and Ethnicity

Race/Ethnicity	Con	Contacts	Viol	Moving Violations	Equil Viol	Equipment Violations	Viola	Violation of Law	Pre Kni	Pre-Existing Knowledge
	N	%	N	%	N	%	N	%	Z	%
Alaska Native/ American										
Indian	6	0.14%	7	0.11%	1	0.02%	1	0.02%	0	0.00%
Asian/Pacific Islander	136	2.08%	96	1.47%	38	0.58%	2	0.03%	0	0.00%
Black	2374	36.26%	1411	21.55%	858	13.10%	97	1.48%	8	0.12%
Hispanic/Latino	1433	21.88%	859	13.12%	521	7.96%	44	0.67%	6	0.14%
White	2596	39.65%	1508	23.03%	941	14.37%	140	2.14%	7	0.11%
TOTAL	6548		3881		2359		284		24	

Officer Knew Race/Ethnicity Before Stop	Count	%
Yes	46	0.70%
No	6502	99.30%
TOTAL	6548	



# Traffic Stops by Gender and Race/Ethnicity

Gender		
	Z	%
Male	3600	54.98%
Female	2948	45.02%
TOTAL	6548	

Race/Ethnicity	Σ	Male	Fer	Female
	N	%	N	%
Alaska Native/ American Indian	6	0.09%	3	0.05%
Asian/Pacific Islander	78	1.19%	58	0.89%
Black	1213	18.52%	1161	17.73%
Hispanic/Latino	892	13.62%	541	8.26%
White	1411	21.55%	1185	18.10%
TOTAL	3600		2948	

Traffic Stop Results by Race and Ethnicity

Race/Ethnicity	Cita	Citation	Wr Wa	Written Varning	Ve Wa	Verbal Warning	Citati	Citation/Arrest	Warr	Written Warning/Arrest	Warn	Verbal Warning/Arrest
	Z	%	N	%	N	%	N	%	z	%	z	%
Alaska Native/ American	25 14											
Indian	0	0.00%	0	0.00%	6	0.14%	0	0.00%	0	0.00%	0	0.00%
Asian/Pacific Islander	59	0.90%	19	0.29%	58	0.89%	0	0.00%	0	0.00%	0	0.00%
Black	1271	<b>1271</b> 19.41%	239	3.65%	796	12.16%	46	0.70%	6	0.14%	13	0.20%
Hispanic/Latino	758	11.58%	129	1.97%	524	8.00%	18	0.27%	2	0.03%	2	0.03%
White	1025	15.65%	353	5.39%	1186	18.11%	17	0.26%	7	0.11%	∞	0.12%
TOTAL	3113		740		2573		81		18		23	



Search Types by Race and Ethnicity

Alaska Native/ American	1		0	Cause		Inventory	-	Arrest	SON	No search
Alaska Native/ American	N	%	Z	%	N	%	z	%	z	%
Indian 0 0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	თ	0.14%
Asian/Pacific Islander 0 0.00%	0	0.00%	1	0.50%	0	0.00%	0	0.00%	135	2.03%
Black 2 1.00%	4	1.99%	95	47.26%	4	1.99%	4	1.99%	2265	34.06%
Hispanic/Latino 1 0.50%	3	1.49%	24	11.94%	4	1.99%	0	0.00%	1401	21.06%
White 8 3.98%	2	1.00%	38 -	18.91%	4	1.99%	7	3.48%	2537	38.14%
TOTAL 11	6		158		12		11		6347	

Total Number of Searches 201

Arrest Reasons by Type and Race/Ethnicity

Race/Ethnicity	n0 V	Outstanding Warrant	Vic Pe	Violation of Penal Code	5 F	Violation of Traffic Law	City V	Violation of City Ordinance
	z	%	Z	%	Z	%	Z	%
Alaska Native/ American								
Indian	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Asian/Pacific Islander	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Black	53	43.44%	13	10.66%	2	1.64%	0	0.00%
Hispanic/Latino	19	15.57%	З	2.46%		0.00%	0	0.00%
White	23	18.85%	8	6.56%	1	0.82%	0	0.00%
TOTAL	95		24		m		0	



Ethnic Population for Crowley, TX

# TOTAL POPULATION: 19,333

US Census Bureau Estimates (2021)

White (Non-Hispanic or Latino)	47.2%
Black or African American	22.0%
Hispanic or Latino	25.6%
Alaska Native/American Indian	0.3%
Asian/Pacific Islander	2.5%
Multi-Racial	11.1%