



Regular Session
Council Agenda Packet
May 4, 2023

CITY OF CROWLEY

CITY COUNCIL

Council Regular Session

May 4, 2023

ATTENDANCE SHEET

	<u>Worksession</u>	<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	_____	_____
Staff:		
Robert Loftin, City Manager	_____	_____
Lori Watson, Finance Director/Deputy City Mgr	_____	_____
Jack Thompson, EDC Director/Asst City Mgr	_____	_____
Rob Allibon, City Attorney	_____	_____
Carol Konhauser, City Secretary	_____	_____
Pleasant Brooks, Fire Chief	_____	_____
Kit Long, Chief of Police	_____	_____
Mike Rocamontes, Public Works Director	_____	_____
Matt Elgin, Direct of Projects & Utilities	_____	_____
Rachel Roberts, Planning & Comm Dev Director	_____	_____
Cristina Winner, Community Services Director	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____
Jay Hinton, Media Relations	_____	_____



**AGENDA
CROWLEY CITY COUNCIL
MAY 4, 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 - May 4, 2023 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. None.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

III. CONSENT AGENDA

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

1. Discuss and consider approving the minutes from the regular meeting held April 20, 2023.

IV. PUBLIC HEARINGS

1. None

V. CITY BUSINESS

1. Discuss and consider approval of a final plat for Hunters Ridge Phase 2, an approximately 114.132 acre tract located in the H. Walker Survey, Abstract No. 1622, J. Jennings Survey, A-875, and the H. Lane Survey, A-927, east of Crowley Rd, north of Crescent Springs Ranch, and north and east of Hunters Ridge Phase 1. The plat will create 254 residential lots and 13 open space lots. **Case # PLT-2021-006.**
2. Discuss and consider adoption of Resolution R05-2023-385 a resolution of the City Council of the City of Crowley, Texas, approving the Advance Funding Agreement for the landscape improvements on FM 731 as a part of the TxDOT Green Ribbon Project; and authorizing the City Manager to execute said contract.
3. Discuss and consider approving Resolution R05-2023-384, a resolution of the City of Crowley, Texas, supporting legislation creating the Karis Municipal Management District under the Special District Local Laws Code.

VI. ADJOURNMENT



**AGENDA
CROWLEY CITY COUNCIL
MAY 4, 2023
REGULAR SESSION - 7:00 p.m.**

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

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

REGULAR SESSION - May 4, 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. Proclamation - National Police Week

V. CONSENT AGENDA

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1. Discuss and consider approving the minutes from the regular meeting held April 20, 2023.

VI. PUBLIC HEARINGS

1. None

VII. CITY BUSINESS

1. Discuss and consider approval of a final plat for Hunters Ridge Phase 2, an approximately 114.132 acre tract located in the H. Walker Survey, Abstract No. 1622, J. Jennings Survey, A-875, and the H. Lane Survey, A-927, east of Crowley Rd, north of Crescent Springs Ranch, and north and east of Hunters Ridge Phase 1. The plat will create 254 residential lots and 13 open space lots. **Case # PLT-2021-006.**
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3. Discuss and consider approving Resolution R05-2023-384, a resolution of the City of Crowley, Texas, supporting legislation creating the Karis Municipal Management District under the Special District Local Laws Code.

VIII. ADVISORY BOARDS AND COMMISSIONS

1. Reports

None

2. Appointments/Reappointments

None

IX. PUBLIC COMMENT

If you wish to make a public comment or discuss subjects not listed on the agenda, please fill out a (yellow) Visitor's Participation card and submit to the City Secretary. There will be no formal actions taken on subjects presented during public comments.

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

Please NOTE council may NOT address or converse with you regarding a NON-AGENDA ITEM. The public comment period will only allow members of the public to present ideas and information to the City Officials and Staff.

X. ITEMS OF COMMUNITY INTEREST

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

XI. EXECUTIVE SESSION

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

- 1. Section 551.071 (Consultation with Attorney)**
- 2. Section 551.072 (Deliberations about Real Property)**
- 3. Section 551.074 (Personnel Matters)**
- 4. Section 551.087 (Business Prospect/Economic Development)**

XII. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

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

XIII. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, May 4, 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.

OFFICE OF THE MAYOR/CITY OF CROWLEY, TEXAS



Proclamation

NATIONAL POLICE WEEK

May 15-21, 2023

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

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

Whereas, the members of the law enforcement agency of the City of Crowley play an essential role in safeguarding the rights and freedoms of Crowley; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agency of the City of Crowley unceasingly provide a vital public service;

Now, Therefore, I, Mayor Billy Davis of the City of Crowley, call upon all citizens of Crowley and upon all patriotic, civic and educational organizations to observe May 15, 2023 as Peace Officers' Memorial Day and the week of May 15-21, 2023, as Police Week with appropriate observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

Signed on this the _____.

Billy Davis, Mayor

Attest:

Carol Konhauser
City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: May 4, 2023

Agenda Item: V-1

Staff Contact: Carol C. Konhauser
City Secretary

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

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and consider approving the minutes from the regular meeting held April 20, 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 APRIL 20, 2023. The City Council of the City of Crowley, Texas met in Work Session on Thursday, April 20, 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
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Public Works Director, Mike Rocamontes
Planning and Comm Dev Director, Rachel Roberts
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. Discuss regulating the throwing of non-solicited advertisement/coupon/marketing type flyers onto property owners' front yards/walkways and receiving guidance from Council.**

Ms Debbie Wilkerson, 504 Crestview, addressed the council and discussed her neighborhood's concern and frustration regarding solicitors or handbill distributors throwing newspaper-style coupons/advertisements into their yards and walkways. She explained that many of the neighbors, along with herself, have called many times requesting that they stop. The advertisements are unsolicited and unwanted. She added that they are creating tripping hazards and blowing away into gutters which is a littering problem.

The City Attorney stated we could not infringe upon the advertiser's 1st Amendment rights, but the city could pass an ordinance to require them to secure the "handbills," so they would blow away and become litter.

Ms Wilkerson requested the city to look into passing an Ordinance requiring handbill distributors to obtain a permit, as well as the requirement to secure them versus throwing them in the yard.

Council members agreed that these type of solicitors/distributors are a nuisance and requested staff to look at the options of different ordinances.

CONSENT AGENDA

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

- 1. Discuss and consider approving the minutes from the regular meeting held April 6, 2023.**
No discussion.

PUBLIC HEARING

1. **Hold a public hearing to discuss and consider approving Ordinance 04-2023-485, granting a specific use permit to allow a drive-through in the Downtown-Core zoning district at 460 E Main St, whose legal description is McDonald's Addition Block 1 Lot 2A1, as requested by Treasure Star Properties Fund Inc. Case # SUP-2023-001.**

No discussion

CITY BUSINESS

1. **Discuss and approve the second reading of Resolution R04-2023-383, a resolution of the City Council of the City of Crowley, Texas authorizing the Crowley Economic Development Corporation's to expend funds for Project No 2023-09, Bicentennial Park and Teeter Park, to promote, develop and expand business enterprises and to develop and maintain recreational or community facilities; providing for two separate readings in compliance with Section 505.158, Texas Local Government Code; and providing an effective date.**

No discussion

2. **Discuss and consider approval of a preliminary plat for Canoe Way Townhomes Tract 2A & 2B, an approximately 10.787 acre development within the Canoe Way planned development district, being located in the David A. Kerr Survey, Abstract 911 and Thomas W. Toler Survey, Abstract 1541, City of Crowley, Tarrant County, Texas. Case # PP-2023-001..**

No discussion

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:54 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD APRIL 20, 2023. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, April 20, 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
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Public Works Director, Mike Rocamontes
Planning and Comm Dev Director, Rachel Roberts
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 April 6, 2023.**

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

PUBLIC HEARING

1. **Hold a public hearing to discuss and consider approving Ordinance 04-2023-485, granting a specific use permit to allow a drive-through in the Downtown-Core zoning district at 460 E Main St, whose legal description is McDonald's Addition Block 1 Lot 2A1, as requested by Treasure Star Properties Fund Inc. Case # SUP-2023-001.**

Mayor Davis opened the Public Hearing at 7:02 for anyone wishing to speaking in favor of or in opposition.

Planning and Comm Dev Director Rachel Roberts explained this drive thru was for the dry cleaner behind the McDonalds. She stated there were two options, the first would run along the eastern

side of the building parallel to Crowley Rd, and Option 2 would loop behind the building. P&Z was in favor of Option 2 because it loops behind the building versus having to cut in front of traffic.

The Mayor asked if there were anyone else wishing to speak, but nobody came forward, so he closed the public hearing at 7:06.

Council Member Jimmy McDonald made the motion to approve Ordinance 04-2023-485 for a SUP allowing for the construction of option 2 drive-thru, approval on the following conditions: 1) the drive-thru is granted for the dry-cleaner business only, 2) confirmation from the applicant that the drive-thru lane will not block delivery access for other businesses, 3) a site plan is submitted 4) and striping, dumpster location and parking are approved by staff on the site plan; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

CITY BUSINESS

- 1. Discuss and approve the second reading of Resolution R04-2023-383, a resolution of the City Council of the City of Crowley, Texas authorizing the Crowley Economic Development Corporation's to expend funds for Project No 2023-09, Bicentennial Park and Teeter Park, to promote, develop and expand business enterprises and to develop and maintain recreational or community facilities; providing for two separate readings in compliance with Section 505.158, Texas Local Government Code; and providing an effective date..**

Council Member Jesse Johnson made the motion to approve the second reading of Resolution R04-2023-383; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

- 2. Discuss and consider approval of a preliminary plat for Canoe Way Townhomes Tract 2A & 2B, an approximately 10.787 acre development within the Canoe Way planned development district, being located in the David A. Kerr Survey, Abstract 911 and Thomas W. Toler Survey, Abstract 1541, City of Crowley, Tarrant County, Texas. Case # PP-2023-001.**

Council Member Jesse Johnson made the motion to approve the preliminary plat for Canoe Way Townhomes tract 2A & 2B with the following conditions: 1) Improvements for phase 2B, including lots, easements, paving, utilities and other infrastructure improvements need to be shown within the plans for 2A and noted as future phase, and 2) Phase 2B civil plans will need to be provided prior to submission of final plat; 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. Reports:
None
2. Appointments/Reappointments:
None.

PUBLIC COMMENT

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

Mr Mike Winterbanks stepped up and thanked council and the city for the work on deterring the eggrets this year.

Mr Lezo Foley stepped up and thanked the city for their help in issues throughout the year.

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 7:13 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



City of Crowley City Council AGENDA REPORT

Meeting Date: May 4, 2023

Agenda Item: VII-1

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Discuss and consider approval of a final plat for Hunters Ridge Phase 2, an approximately 114.132 acre tract located in the H. Walker Survey, Abstract No. 1622, J. Jennings Survey, A-875, and the H. Lane Survey, A-927, east of Crowley Rd, north of Crescent Springs Ranch, and north and east of Hunters Ridge Phase 1. The plat will create 254 residential lots and 13 open space lots. **Case # PLT-2021-006.**

BACKGROUND AND OVERVIEW	
Request	Final plat for Hunters Ridge Phase 2
Applicant	Bloomfield Homes
Location	Northeast city limits, east of Crowley Rd and north of Crescent Springs Ranch
Surrounding Zoning	R-3 (formerly SF-7.2), Planned Development (Crescent Springs), Office Commercial
Future Land Use Plan Designation	Low Density Single Family Residential; Open Space
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

BACKGROUND & CURRENT STATUS OF PROPERTY

This property is located at the Crowley city limits, just north of Hunters Ridge Phase 1 and H F Stevens Middle School. Phase 1 connects to Crescent Springs Ranch via an extension of Odell, and Phase 2 will connect to Crowley Rd via a partial extension of McPherson.

Under normal circumstances, the authority to approve final plats is given to the Planning & Zoning Commission. However, in cases where the amount of park land to be dedicated varies from the preliminary plat by more than half an acre, the final plat must also go before the City Council for approval. In this case, the dedication varies by approximately three acres – 41.44 acres in the preliminary plat; 28.73 acres in the final plat – so the City Council is the final authority for approval. More details on the park land dedication are provided below.

STAFF REVIEW

<i>Comprehensive Land Use Plan</i>
The Future Land Use Plan classifies this property as Low Density Single Family Residential.

The plat was submitted while Crowley was under the previous zoning code. Under that code, SF-7.2 (now R-3) was considered low-density single family residential, and in that context, the plat conforms to the comprehensive land use plan. In addition, the property is entitled to be developed under the current zoning.

A small portion of the platted area is shown as Open Space/Park in the comprehensive plan, and the area will be dedicated as park land by this plat.

Staff considers the plat to conform to the comprehensive land use plan.

<i>Development Requirements</i>
In addition to conformance with the comprehensive land use plan, plats must also comply with applicable city regulations in order to be approved.

Requirements from the Zoning Ordinance (Ch. 106)

The plat meets all the requirements of the zoning ordinance (note: this plat was submitted under the previous zoning ordinance and was reviewed with those requirements).

Requirements from the Subdivision Ordinance (Ch. 98)

The plat substantively conforms to the preliminary plat except for the park land dedication. Specifically, some of the land shown as park dedication in the preliminary plat is proposed to be used for drainage, and land within drainage easements cannot be used for parkland dedication (city code Sec. 98-34(d)(8)), so that land must be removed from the park land dedication. The dedication also varies from the preliminary plat because some of the park land originally shown as part of Phase 2 on the preliminary plat was dedicated on the Phase 1 final plat.

The developer, Bloomfield Homes, has been working with the Public Works Department to dedicate enough park land to meet the city's requirements and to enhance the proposed dedication in a way that meets the city's long term open space goals. The final plat meets the minimum park land dedication requirements; the plat requires 3.81 acres outside the floodplain, or a dedication three times that amount for land within the floodplain. The plat dedicates 13.85 acres outside the floodplain, in addition to the dedication within the floodplain. Bloomfield proposes to build a multi-use trail within the park, and this trail implements part of the Parks Master Plan (see attached map from the Parks Master Plan). Public Works is satisfied with the proposal and recommends approval.

Public Works / Infrastructure Requirements (Technical Specifications)

The plat meets infrastructure requirements.

STAFF RECOMMENDATION

Based on the above analysis, staff recommends approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission considered this plat on April 24 and voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions are provided below. You are not required to use any of these motions.

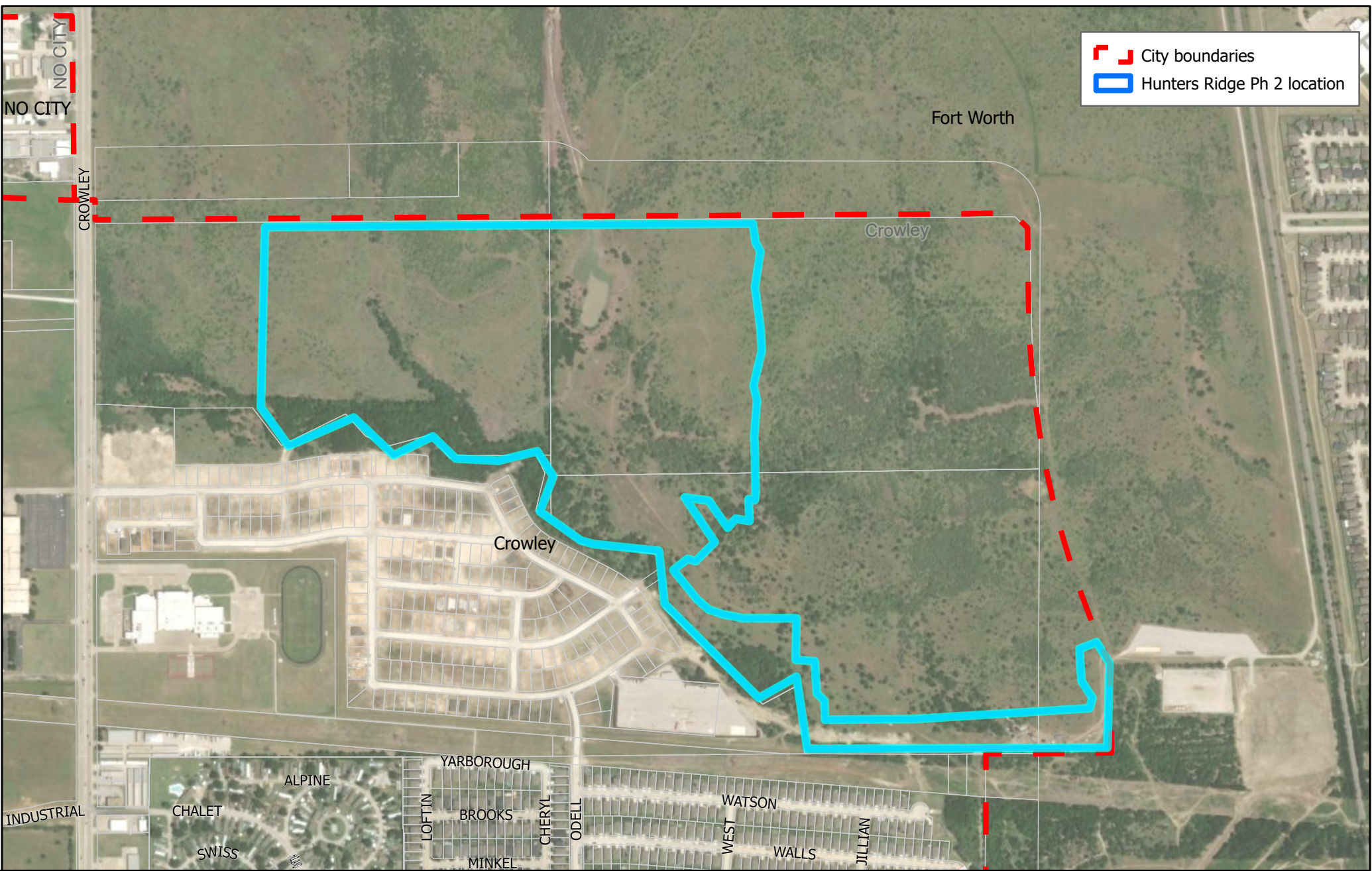
Approval: I make a motion to approve the final plat for Hunters Ridge Phase 2, Case # PLT-2021-006.

Approval with Conditions: I make a motion to approve the final plat for Hunters Ridge Phase 2, Case # PLT-2021-006 with the following conditions [list conditions].

Deny: I make a motion to deny the final plat for Hunters Ridge Phase 2, Case # PLT-2021-006.

ATTACHMENTS:

- Map showing property location, zoning, and future land use
- Plat drawing
- Application
- Preliminary plat (PDF copy) for reference
- Proposed trail plan for reference
- Excerpt from the city's Parks Master Plan



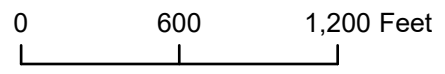
PLT-2021-006 Hunters Ridge Phase 2

Location

(plat boundary lines are approximate)

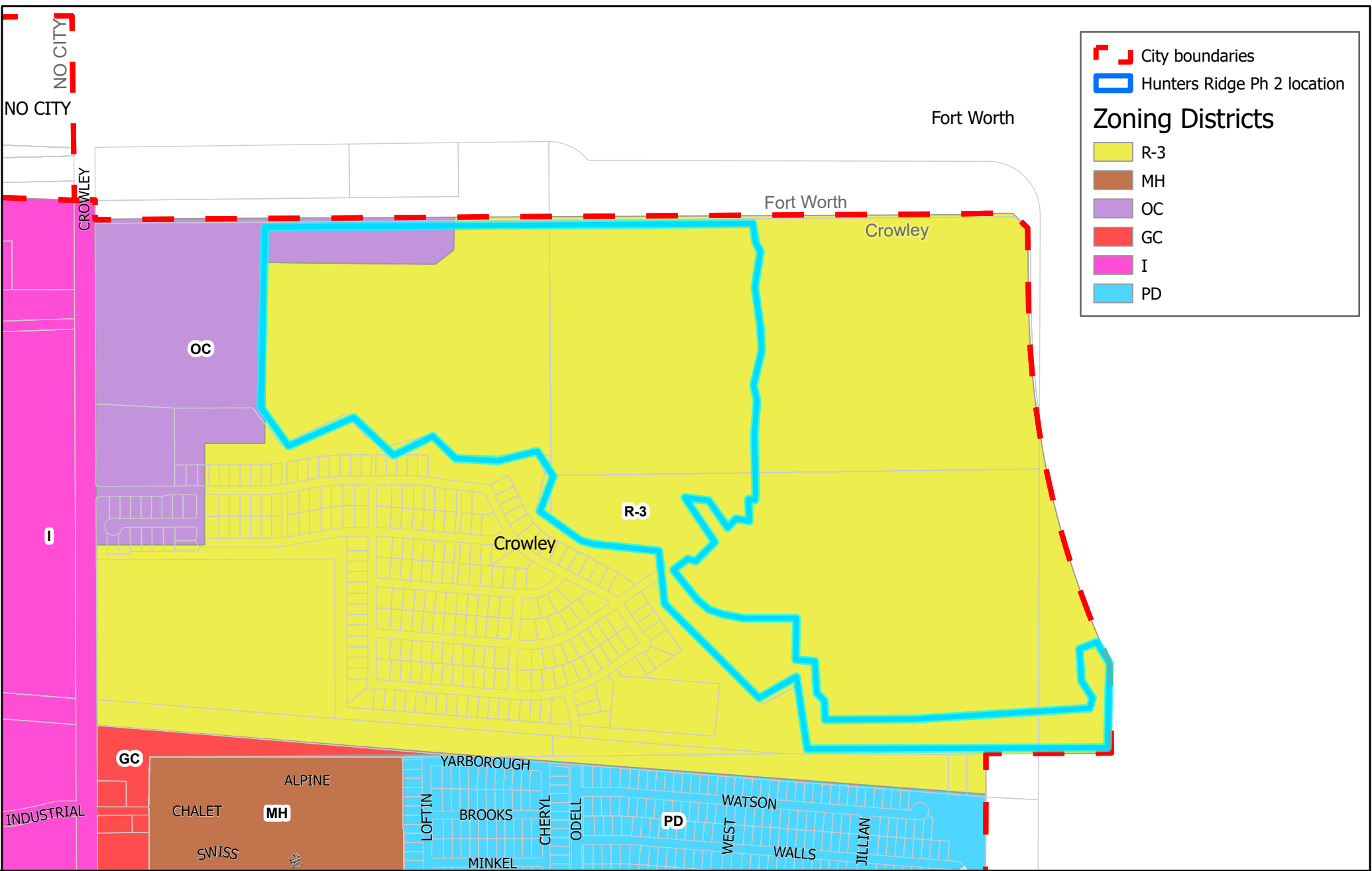


4/15/2023



DISCLAIMER

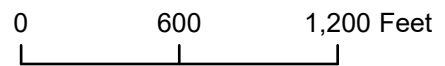
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information, should review or consult the primary data and information sources to ascertain the usability of the information.



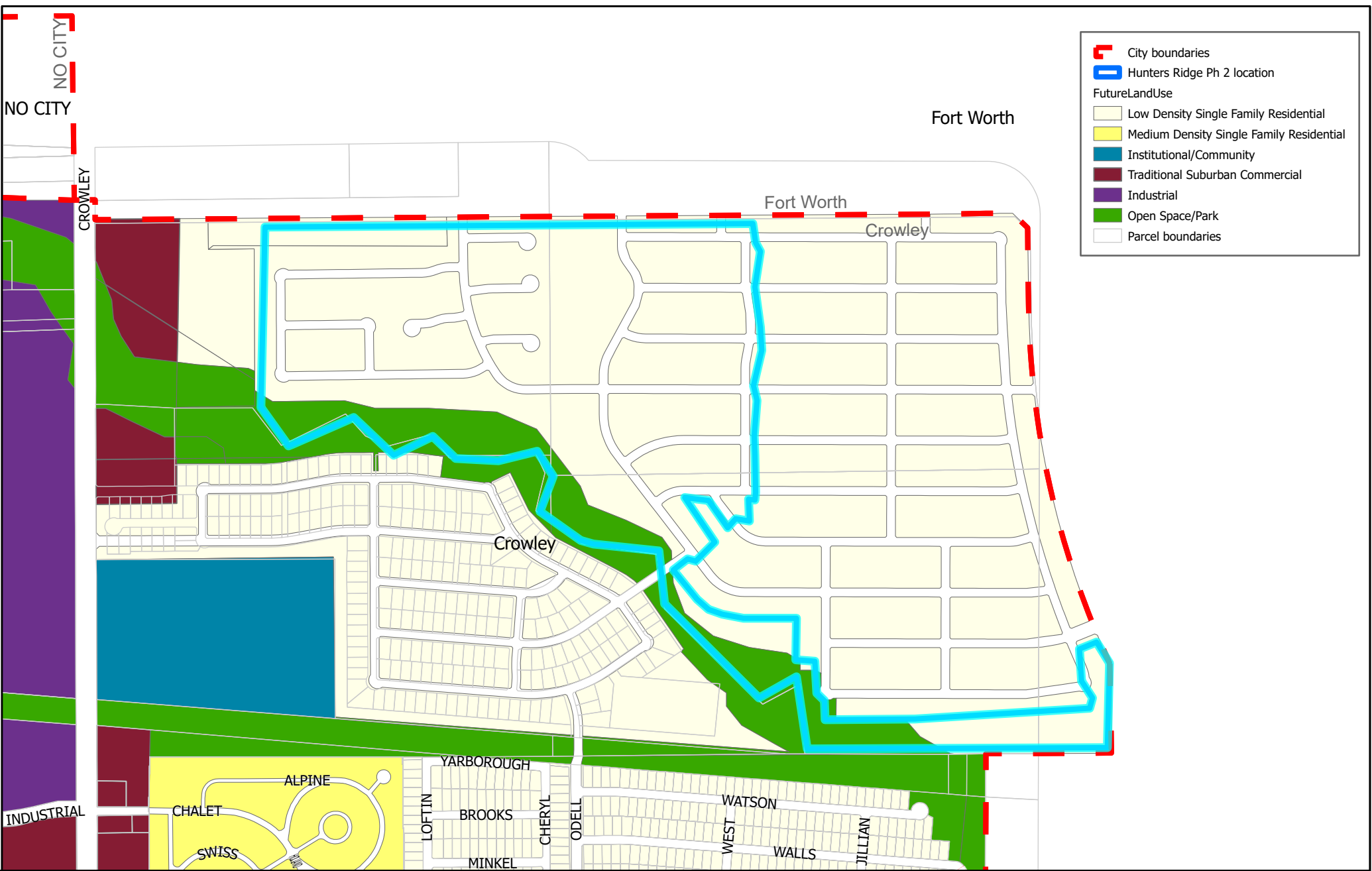
PLT-2021-006 Hunters Ridge Phase 2
Zoning Districts
(plat boundary lines are approximate)



4/15/2023



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City boundaries

Hunters Ridge Ph 2 location

FutureLandUse

Low Density Single Family Residential

Medium Density Single Family Residential

Institutional/Community

Traditional Suburban Commercial

Industrial

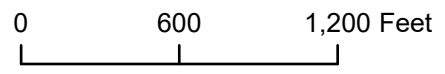
Open Space/Park

Parcel boundaries

PLT-2021-006 Hunters Ridge Phase 2
 Future Land Uses
 (plat boundary lines are approximate)

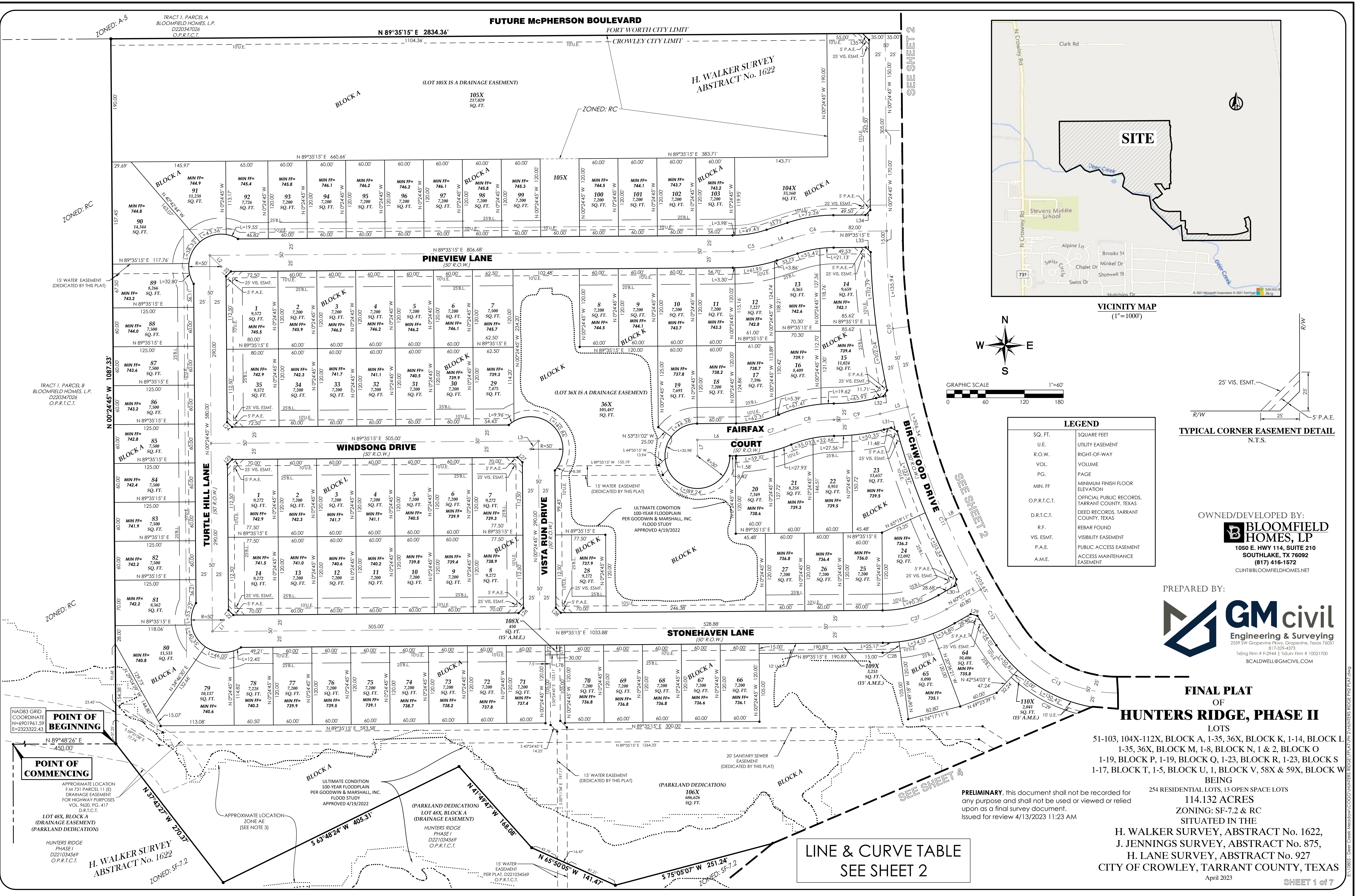


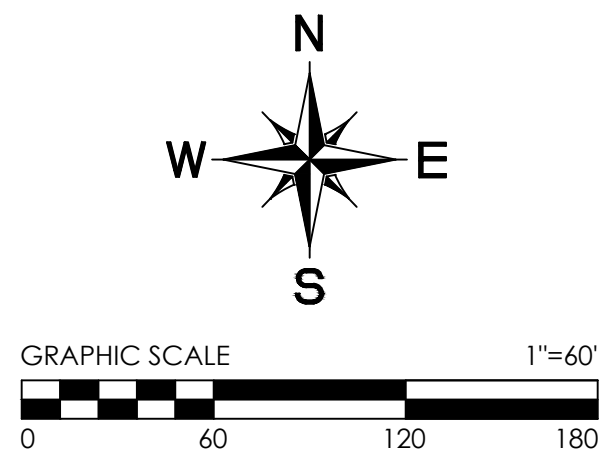
4/15/2023



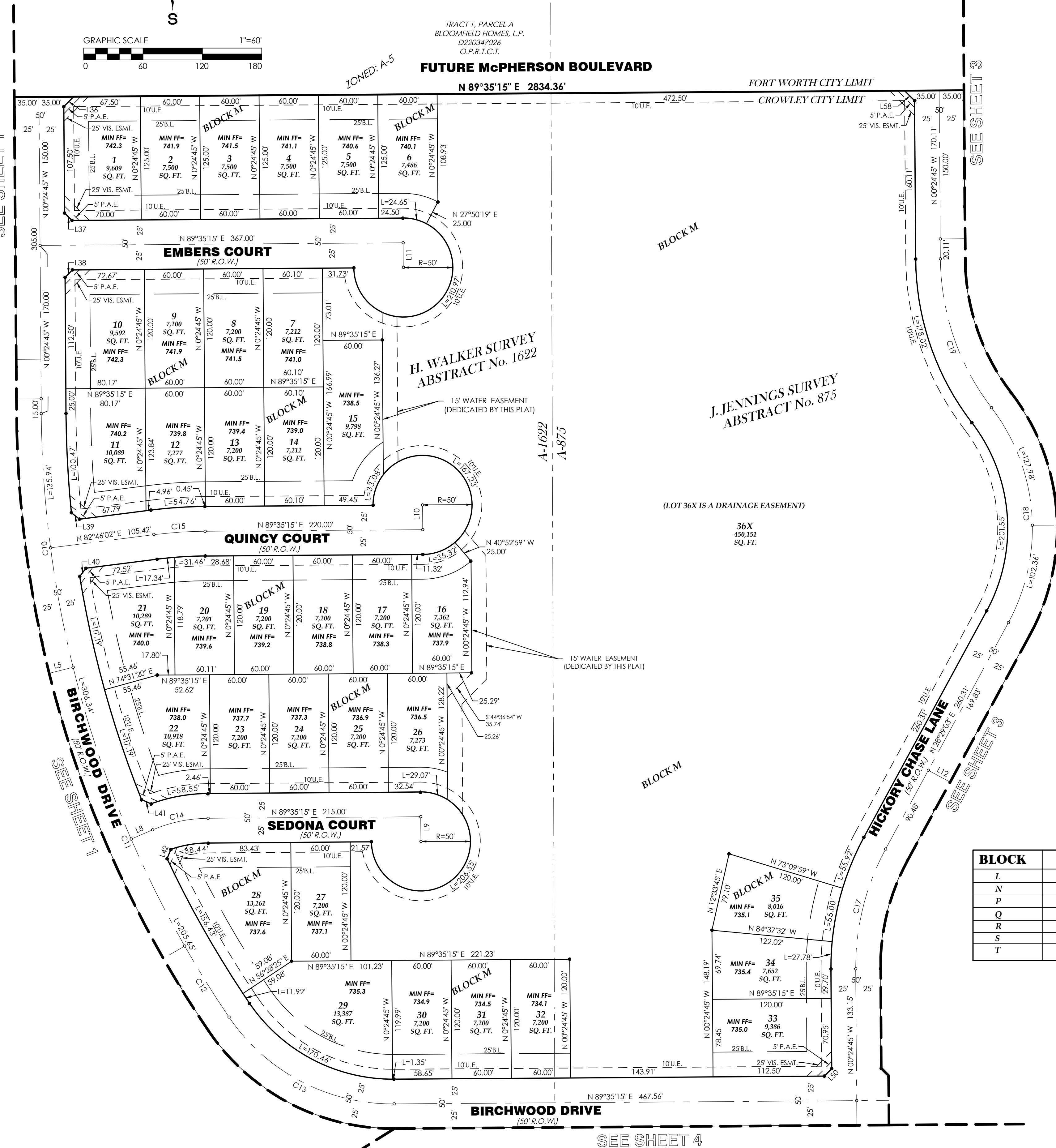
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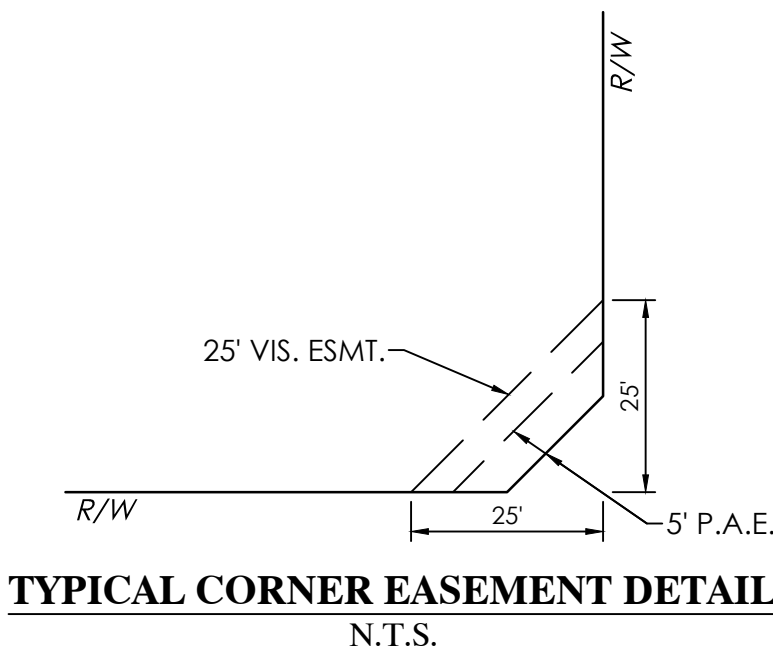
SEE SHEET 1



SEE SHEET 4

BLOCK	LENGTH
L	455.00'
N	517.50'
P	669.88'
Q	653.97'
R	761.19'
S	761.00'
T	652.22'

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	275.00'	22.56'	4°42'01"	S02°45'45"E
C2	475.00'	126.87'	15°18'14"	S01°45'38"E
C3	175.00'	29.02'	9°29'59"	S04°20'15"W
C4	125.00'	68.56'	31°25'25"	N21°51'18"W
C5	195.00'	61.26'	18°00'00"	N80°35'15"E
C6	205.00'	64.40'	18°00'00"	N80°35'15"E
C7	200.00'	77.36'	22°09'47"	N78°30'22"E
C8	200.00'	77.36'	22°09'47"	N78°30'22"E
C9	300.00'	71.92'	13°44'07"	N82°43'12"E
C10	1100.00'	258.84'	13°28'57"	S07°09'13"E
C11	1100.00'	304.41'	15°51'21"	S21°49'22"E
C12	1100.00'	84.68'	4°24'39"	S31°57'22"E
C13	200.00'	196.35'	56°15'04"	S62°17'13"E
C14	145.00'	57.64'	22°46'36"	N78°11'57"E
C15	435.00'	51.78'	6°49'14"	N86°10'38"E
C16	375.00'	243.17'	37°09'16"	S18°59'22"E
C17	250.00'	126.09'	28°53'48"	S14°02'09"W
C18	200.00'	230.34'	65°59'14"	S04°30'34"E
C19	250.00'	161.84'	37°05'26"	S18°57'28"E
C20	250.00'	126.09'	28°53'48"	S75°57'51"E
C21	490.00'	317.53'	37°07'42"	N71°01'24"E
C22	200.00'	129.69'	37°09'16"	N71°00'38"E
C23	100.00'	64.85'	37°09'16"	S18°59'22"E
C24	200.00'	33.16'	9°29'59"	N04°20'15"E
C25	450.00'	145.30'	18°29'59"	N00°09'45"W
C26	300.00'	47.12'	9°00'00"	N04°54'45"W
C27	200.00'	103.20'	29°33'53"	S74°48'19"W
C28	240.00'	26.85'	6°24'33"	S86°22'59"W
C29	240.00'	141.78'	33°50'52"	S64°01'23"E



LEGEND	
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
MIN. FF	MINIMUM FINISH FLOOR ELEVATION
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
R.F.	REBAR FOUND
VIS. ESMT.	VISIBILITY EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
A.M.E.	ACCESS MAINTENANCE EASEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N44°35'15"E	24.75'
L2	S45°24'45"E	24.75'
L3	N44°35'15"E	17.68'
L4	N71°35'15"E	33.73'
L5	N75°51'08"E	43.82'
L6	N89°35'15"E	60.00'
L7	N00°24'45"W	25.00'
L8	N66°48'39"E	23.64'
L9	S00°24'45"E	25.00'
L10	N00°24'45"W	25.00'
L11	S00°24'45"E	25.00'
L12	S61°30'57"E	24.94'
L13	N09°24'45"W	8.17'
L14	S89°35'15"W	33.25'
L15	N09°05'15"E	10.48'
L16	N89°35'15"E	32.66'
L17	S89°35'15"W	32.50'
L18	S89°35'15"W	32.50'
L19	S00°24'45"E	20.00'
L20	N52°26'00"E	29.79'
L21	N52°27'33"E	30.03'
L22	N45°24'45"W	10.61'
L23	N44°35'15"E	10.61'
L24	N45°24'45"W	10.61'
L25	N44°35'15"E	10.61'
L26	S44°35'15"W	10.61'
L27	S45°24'45"E	10.61'
L28	N45°24'45"W	10.61'

LINE TABLE		
LINE #	BEARING	DISTANCE
L29	N75°35'55"W	10.72'
L30	S15°51'57"W	10.76'
L31	S59°47'23"E	10.72'
L32	S31°42'29"W	10.76'
L33	S45°47'46"E	10.68'
L34	N44°35'15"E	10.61'
L35	N45°24'45"W	14.14'
L36	S44°35'15"W	14.14'
L37	S45°24'45"E	10.61'
L38	S44°35'15"W	10.61'
L39	S51°36'00"E	10.49'
L40	S36°49'57"W	10.43'
L41	S66°39'57"E	10.65'
L42	S22°13'41"W	10.19'
L43	N09°05'57"E	10.38'
L44	N07°30'48"E	10.59'
L45	N82°30'16"W	10.62'
L46	N07°28'17"E	10.60'
L47	N82°29'48"W	10.61'
L48	N45°24'45"W	10.61'
L49	N44°35'15"E	10.61'
L50	N44°35'15"E	10.61'
L51	S45°24'45"E	10.61'
L52	S73°05'15"W	10.68'
L53	N17°00'03"W	10.52'
L54	N48°03'48"E	11.23'
L55	N49°16'16"W	11.30'
L56	N43°29'14"E	10.40'

LINE TABLE		
LINE #	BEARING	DISTANCE
L57	S45°24'45"E	10.61'
L58	N45°24'45"W	14.14'
L59	S44°35'15"W	14.14'
L60	N45°24'45"W	14.14'
L61	S44°35'15"W	14.14'
L62	N44°35'15"E	10.61'
L63	S45°24'45"E	10.61'
L64	S45°24'45"E	10.61'
L65	S42°16'12"W	10.17'
L66	S49°54'45"E	11.41'
L67	S48°21'57"W	11.28'
L68	N40°39'45"W	9.69'
L69	N44°35'15"E	10.61'
L70	S45°24'45"E	10.61'
L71	S44°35'15"W	10.61'
L72	S45°24'45"E	10.61'
L73	S44°35'15"W	10.61'
L74	N40°45'54"E	13.17'
L75	S67°09'30"W	33.68'
L76	S72°17'43"W	27.82'
L77	S00°24'45"E	15.00'
L78	S89°35'15"W	30.00'
L79	S00°24'45"E	15.00'
L80	S37°34'00"E	15.02'
L81	S08°28'42"E	16.72'
L82	S55°18'11"W	87.01'

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FINAL PLAT OF HUNTERS RIDGE, PHASE II LOTS

51-103, 104X-112X, BLOCK A, 1-35, 36X, BLOCK K, 1-14, BLOCK L
1-35, 36X, BLOCK M, 1-8, BLOCK N, 1 & 2, BLOCK O
1-19, BLOCK P, 1-19, BLOCK Q, 1-23, BLOCK R, 1-23, BLOCK S
1-17, BLOCK T, 1-5, BLOCK U, 1, BLOCK V, 58X & 59X, BLOCK W
BEING

254 RESIDENTIAL LOTS, 13 OPEN SPACE LOTS

114.132 ACRES

ZONING: SF-7.2 & RC

SITUATED IN THE

H. WALKER SURVEY, ABSTRACT No. 1622,

J. JENNINGS SURVEY, ABSTRACT No. 875,

H. LANE SURVEY, ABSTRACT No. 927

CITY OF CROWLEY, TARRANT COUNTY, TEXAS

April 2023

SHEET 2 of 7

OWNED/DEVELOPED BY:

B BLOOMFIELD
HOMES, LP

1050 E. HWY 114, SUITE 210

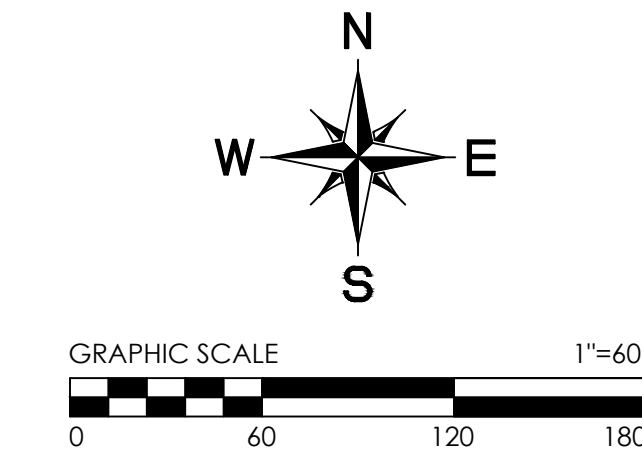
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PREPARED BY:

GMcivil
Engineering & Surveying
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817-359-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700
BCALDWELL@GMCIVIL.COM



LINE & CURVE TABLE SEE SHEET 2

TRACT 1, PARCEL A
BLOOMFIELD HOMES, L.P.
D220347026
O.P.R.T.C.T.

FUTURE McPHERSON BOULEVARD

N 89°35'15" E 2834.36'

N 89°35'15" E 720.23' (50' R.O.W.)

MEADOW VISTA DRIVE

N 89°35'15" E 720.23' (50' R.O.W.)

TANGER LANE

(50' R.O.W.)

HACKBERRY LANE

(50' R.O.W.)

BIRCHWOOD DRIVE

(50' R.O.W.)

SEE SHEET 4

TYPICAL CORNER EASEMENT DETAIL N.T.S.

LEGEND

SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
MIN. FF	MINIMUM FINISH FLOOR ELEVATION
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
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R.F.	REBAR FOUND
VIS. ESMT.	VISIBILITY EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
A.M.E.	ACCESS MAINTENANCE EASEMENT

LOT SUMMARY TABLE		
BLOCK/LOT	(SQ. FT.)	TREE REQ.
A/51	7200	2
A/52	7200	2
A/53	7200	2
A/54	7200	2
A/55	7200	2
A/56	7200	2
A/57	7516	2
A/58	7778	2
A/59	7730	2
A/60	7730	2
A/61	7200	2
A/62	7200	2
A/63	7246	2
A/64	10406	3
A/65	8090	2
A/66	7200	2
A/67	7200	2
A/68	7200	2
A/69	7200	2
A/70	7200	2
A/71	7200	2
A/72	7200	2
A/73	7200	2
A/74	7200	2
A/75	7200	2
A/76	7200	2
A/77	7200	2
A/78	7228	2
A/79	10137	3
A/80	11533	3
A/81	8562	2
A/82	7500	2
A/83	7500	2
A/84	7500	2
A/85	7500	2
A/86	7500	2
A/87	7500	2
A/88	7500	2
A/89	8266	2
A/90	14344	3
A/91	11238	3
A/92	7726	2
A/93	7200	2
A/94	7200	2
A/95	7200	2
A/96	7200	2
A/97	7200	2
A/98	7200	2
A/99	7200	2
A/100	7200	2
A/101	7200	2
A/102	7200	2
A/103	7200	2
K/1	9572	2
K/2	7200	2
K/3	7200	2
K/4	7200	2
K/5	7200	2
K/6	7200	2
K/7	7500	2
K/8	7200	2
K/9	7200	2
K/10	7200	2
K/11	7200	2
K/12	7227	2
K/13	8365	2
K/14	9659	3
K/15	11024	3
K/16	8409	2
K/17	7396	2
K/18	7200	2
K/19	7691	2
K/20	7349	2

LOT SUMMARY TABLE		
BLOCK/LOT	(SQ. FT.)	TREE REQ.
K/21	8258	2
K/22	8951	2
K/23	13657	3
K/24	12092	3
K/25	7200	2
K/26	7200	2
K/27	7200	2
K/28	9272	2
K/29	7475	2
K/30	7200	2
K/31	7200	2
K/32	7200	2
K/33	7200	2
K/34	7200	2
K/35	9572	2
L/1	9272	2
L/2	7200	2
L/3	7200	2
L/4	7200	2
L/5	7200	2
L/6	7200	2
L/7	9272	2
L/8	9272	2
L/9	7200	2
L/10	7200	2
L/11	7200	2
L/12	7200	2
L/13	7200	2
L/14	9272	2
M/1	9609	3
M/2	7500	2
M/3	7500	2
M/4	7500	2
M/5	7500	2
M/6	7486	2
M/7	7212	2
M/8	7200	2
M/9	7200	2
M/10	9592	2
M/11	10089	3
M/12	7277	2
M/13	7200	2
M/14	7212	2
M/15	9798	3
M/16	7362	2
M/17	7200	2
M/18	7200	2
M/19	7200	2
M/20	7201	2
M/21	10289	3
M/22	10918	3
M/23	7200	2
M/24	7200	2
M/25	7200	2
M/26	7273	2
M/27	7200	2
M/28	13261	3
M/29	13387	3
M/30	7200	2
M/31	7200	2
M/32	7200	2
M/33	9386	2
M/34	7652	2
M/35	8016	2
N/1	9766	3
N/2	7500	2
N/3	7500	2
N/4	7500	2
N/5	7500	2
N/6	7500	2
N/7	7500	2
N/8	9766	3
O/1	9609	3

LOT SUMMARY TABLE		
BLOCK/LOT	(SQ. FT.)	TREE REQ.
O/2	7500	2
P/1	11381	3
P/2	7800	2
P/3	7200	2
P/4	7200	2
P/5	7200	2
P/6	7200	2
P/7	7200	2
P/8	7200	2
P/9	7200	2
P/10	9272	2
P/11	9286	2
P/12	7200	2
P/13	7200	2
P/14	7200	2
P/15	7200	2
P/16	7200	2
P/17	7200	2
P/18	7200	2
P/19	12262	3
Q/1	11133	3
Q/2	7800	2
Q/3	7800	2
Q/4	7200	2
Q/5	7200	2
Q/6	7200	2
Q/7	7800	2
Q/8	7800	2
Q/9	9975	3
Q/10	9348	2
Q/11	7800	2
Q/12	7800	2
Q/13	7800	2
Q/14	7200	2
Q/15	7200	2
Q/16	7200	2
Q/17	7800	2
Q/18	7800	2
Q/19	11592	3
R/1	13959	3
R/2	8048	2
R/3	7200	2
R/4	7200	2
R/5	7800	2
R/6	7800	2
R/7	7200	2
R/8	7200	2
R/9	7800	2
R/10	7800	2
R/11	10411	3
R/12	9274	2
R/13	7200	2
R/14	7200	2
R/15	7200	2

LOT SUMMARY TABLE		
BLOCK/LOT	(SQ. FT.)	TREE REQ.
R/16	7200	2
R/17	7200	2
R/18	7200	2
R/19	7200	2
R/20	7200	2
R/21	7200	2
R/22	7200	2
R/23	9991	3
S/1	14340	3
S/2	9557	2
S/3	8884	2
S/4	8210	2
S/5	7537	2
S/6	7200	2
S/7	7200	2
S/8	7200	2
S/9	7200	2
S/10	7200	2
S/11	7200	2
S/12	9272	2
S/13	9272	2
S/14	7800	2
S/15	7800	2
S/16	7200	2
S/17	7200	2
S/18	7963	2
S/19	8459	2
S/20	7798	2
S/21	8228	2
S/22	9267	2
S/23	14188	3
T/1	10784	3
T/2	8680	2
T/3	8692	2
T/4	8230	2
T/5	7800	2
T/6	7800	2
T/7	7800	2
T/8	7800	2
T/9	9272	2
T/10	9272	2
T/11	7200	2
T/12	7800	2
T/13	7800	2
T/14	7800	2
T/15	8206	2
T/16	8195	2
T/17	10899	3
U/1	11777	3
U/2	7200	2
U/3	7800	2
U/4	7800	2
U/5	7800	2
V/1	14595	3

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254 RESIDENTIAL LOTS, 13 OPEN SPACE LOTS

114.132 ACRES

ZONING: SF-7.2 & RC

SITUATED IN THE

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J. JENNINGS SURVEY, ABSTRACT No. 875,

H. LANE SURVEY, ABSTRACT No. 927

CITY OF CROWLEY, TARRANT COUNTY, TEXAS

April 2023

SHEET 3 of 7

OWNED/DEVELOPED BY:



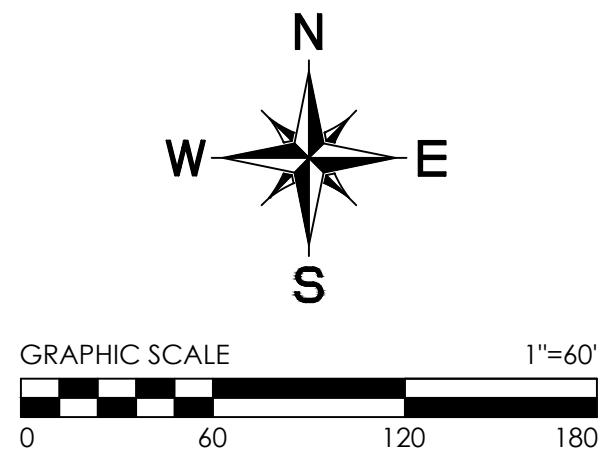
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572

CLINT@BLOOMFIELDHOMES.NET

PREPARED BY:



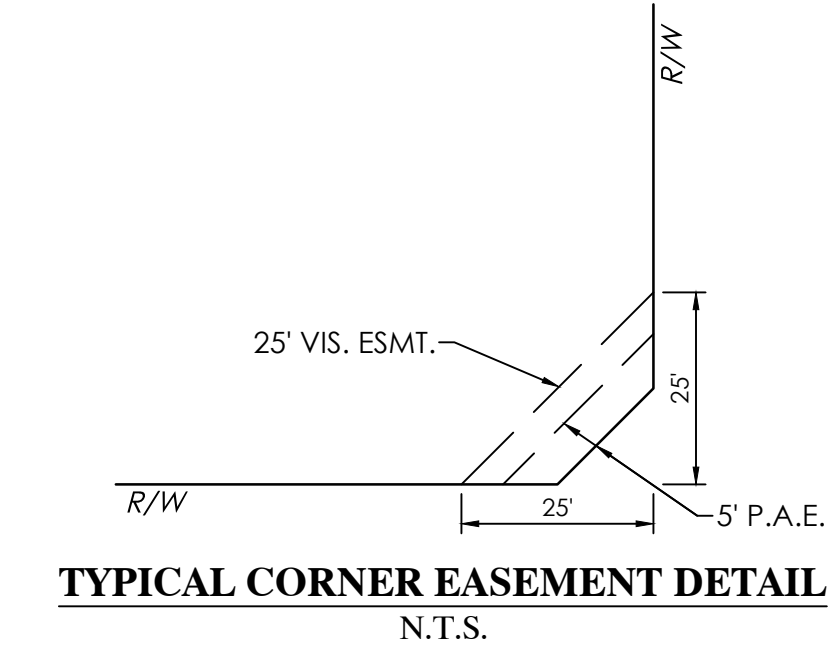
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F292411 TxSurv Firm # 10021700
BCALDWELL@GMCIVIL.COM



SEE SHEET 1

ULTIMATE CONDITION
100-YEAR FLOODPLAIN
PER GOODWIN & MARSHALL, INC.
FLOOD STUDY
APPROVED 4/19/2022

(PARKLAND DEDICATION)
LOT 48X, BLOCK A
(DRAINAGE EASEMENT)
HUNTERS RIDGE
PHASE I
D221034569
O.P.R.T.C.T.



LEGEND	
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
MIN. FF	MINIMUM FINISH FLOOR ELEVATION
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A.M.E.	ACCESS MAINTENANCE EASEMENT

Hunters Ridge Parkland Dedication							
Phase	Lots		Total Parkland Dedication Required	Parkland Dedication (Outside 100-YR FEMA Floodplain)		Parkland Dedication (Within 100-YR FEMA Floodplain)	
	Per Phase	Cummulative	(Acres)	Gross Area (Acres)	Net Area (Acres)	Gross Area (Acres)	Net Area (Acres)
Phase 1	251	251	3.77	6.48	6.48	9.27	3.09
Phase 2	254	505	7.58	13.85	13.85	15.94	5.31
Phase 3							
Phase 4							
Phase 5							

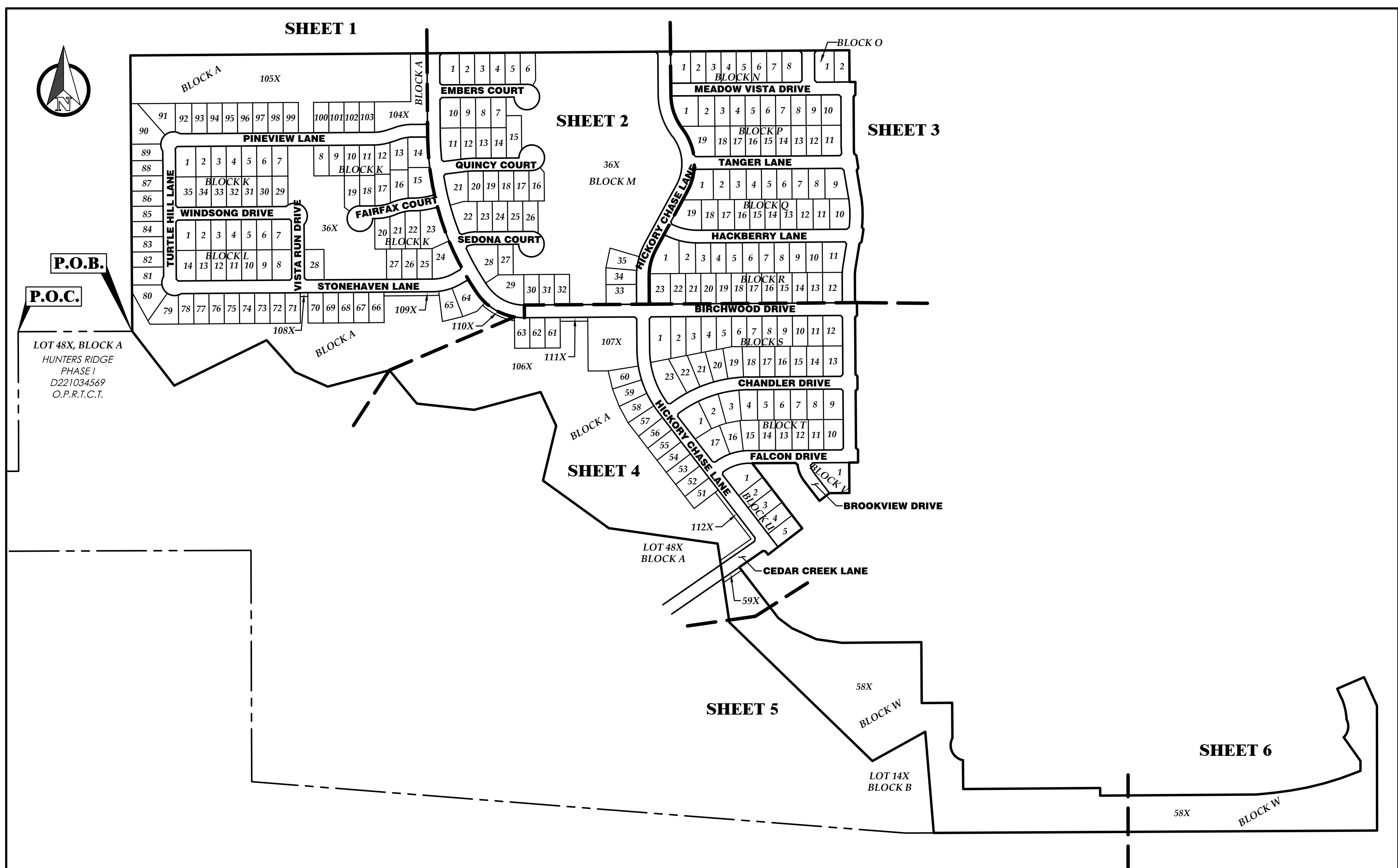
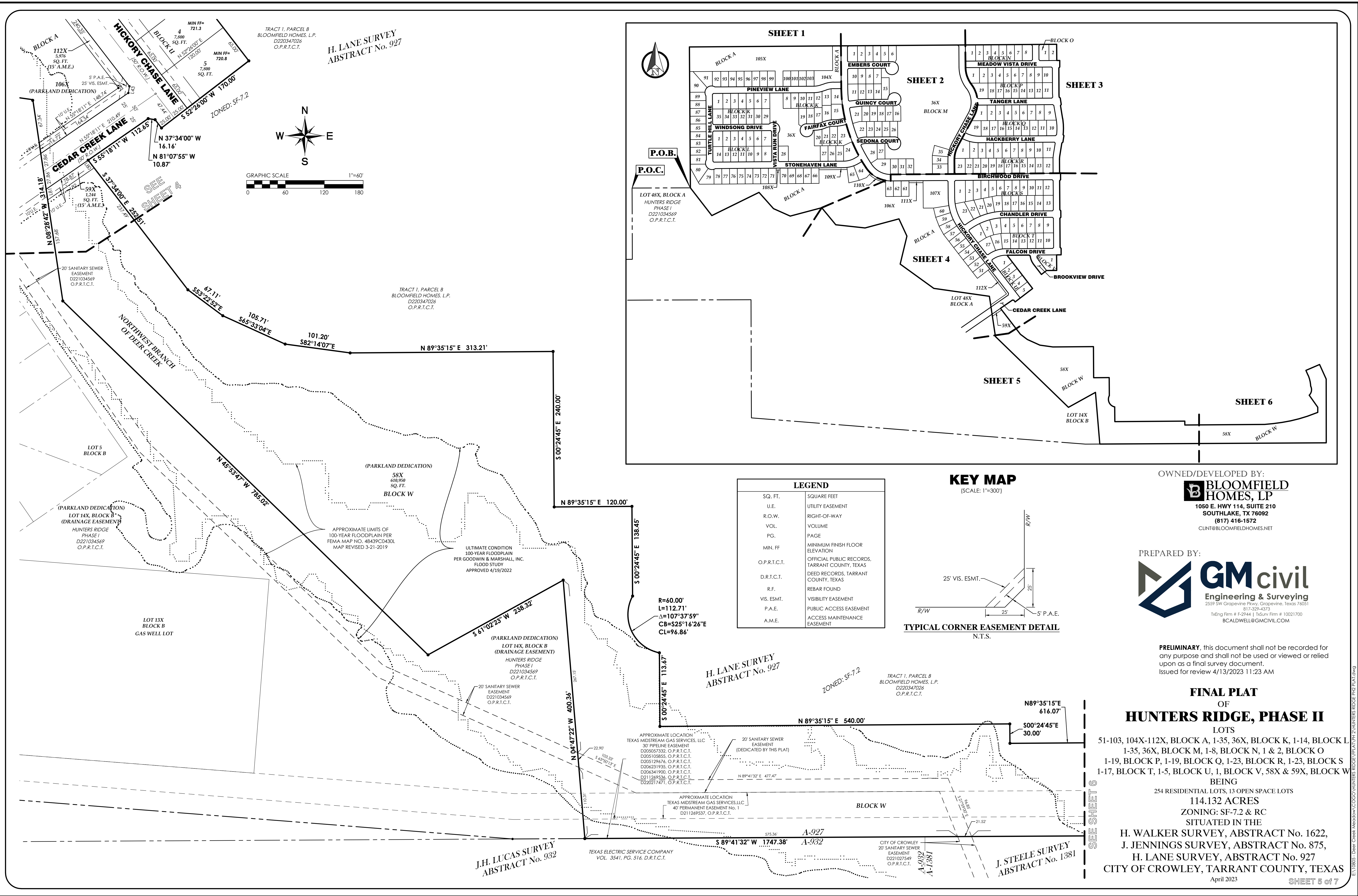
OWNED/DEVELOPED BY:
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1st Eng Firm # F-2944 | 1st Surv Firm # 10021700
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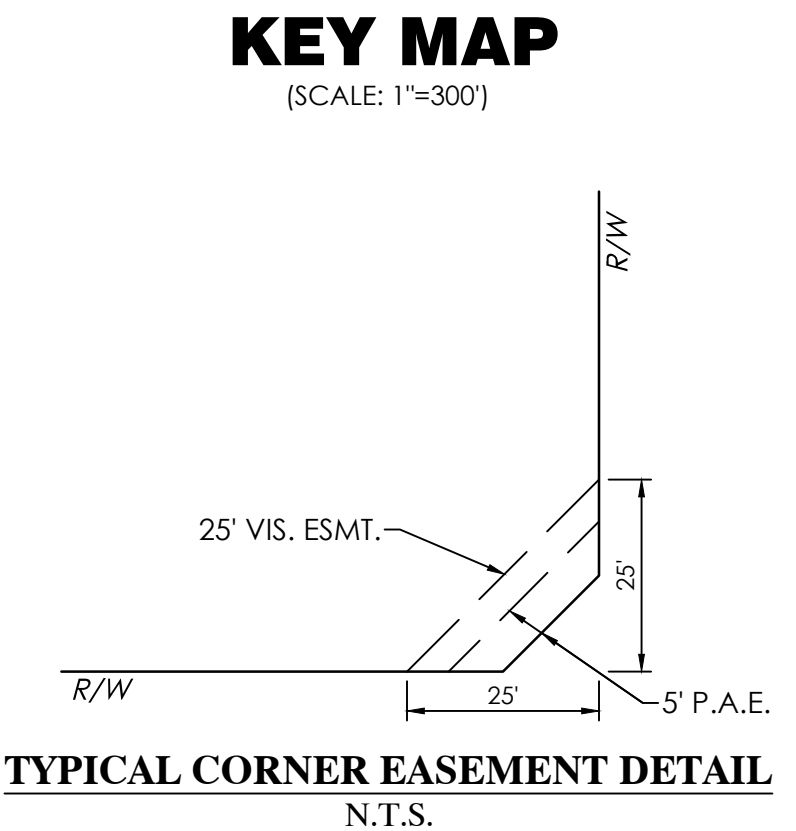
LINE & CURVE TABLE
SEE SHEET 2

FINAL PLAT
OF
HUNTERS RIDGE, PHASE II
LOTS
51-103, 104X-112X, BLOCK A, 1-35, 36X, BLOCK K, 1-14, BLOCK L
1-35, 36X, BLOCK M, 1-8, BLOCK N, 1 & 2, BLOCK O
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CITY OF CROWLEY, TARRANT COUNTY, TEXAS
April 2023
SHEET 4 of 7





LEGEND	
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
MIN. FF	MINIMUM FINISH FLOOR ELEVATION
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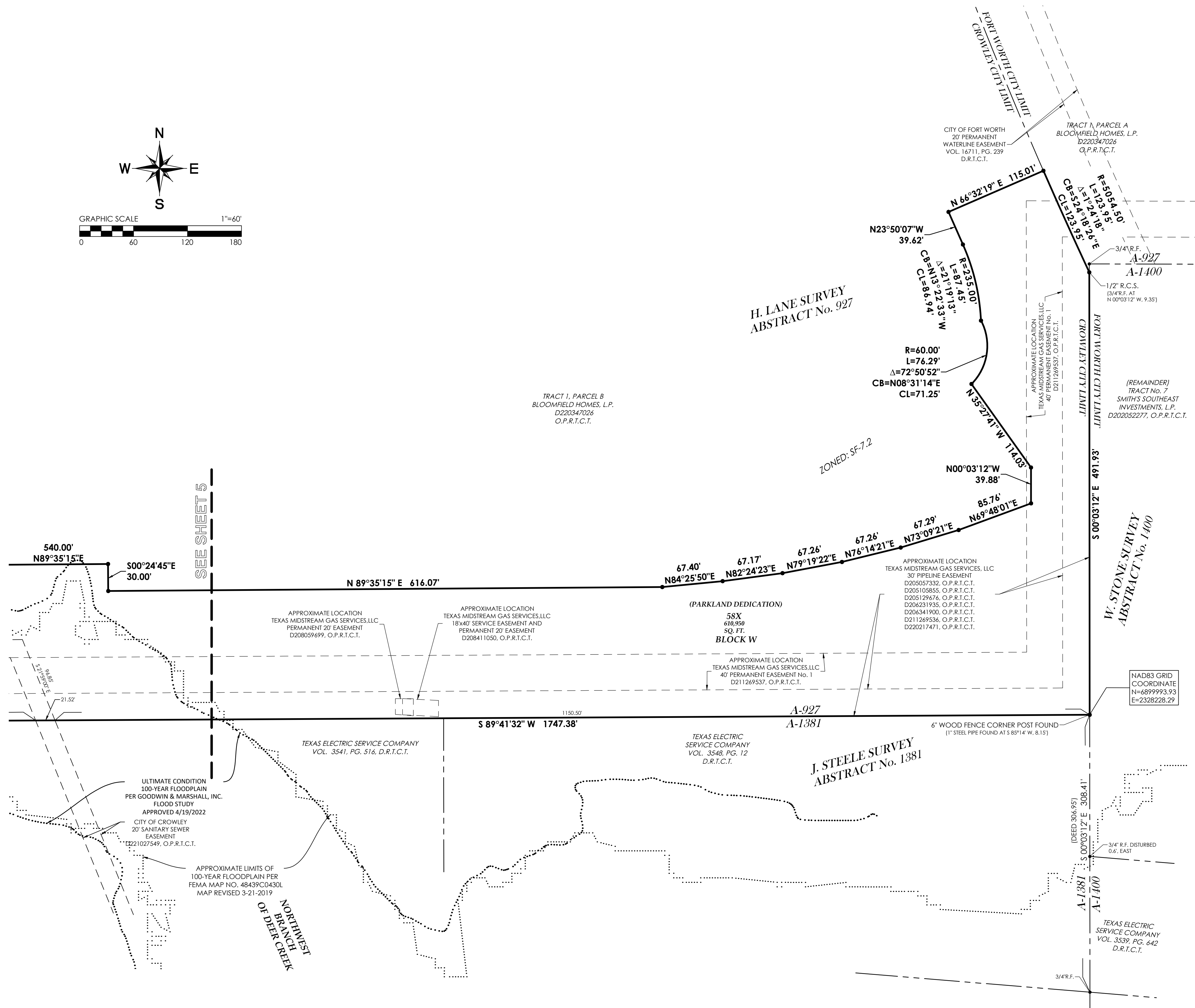
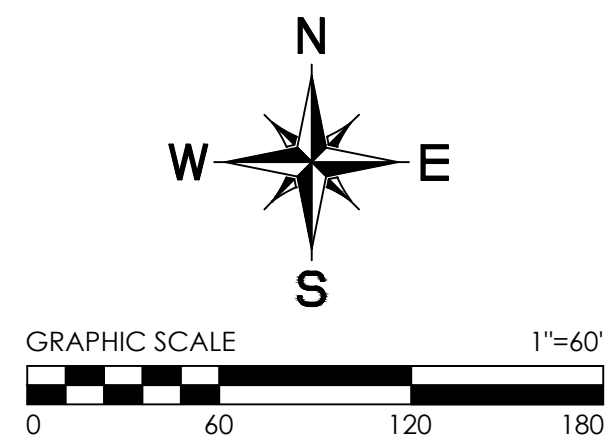


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TxEng Firm # F-2944 | TxSurv Firm # 10021700
BCALDWELL@GMCIVIL.COM

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Issued for review 4/13/2023 11:23 AM

FINAL PLAT
OF
HUNTERS RIDGE, PHASE II
LOTS
51-103, 104X-112X, BLOCK A, 1-35, 36X, BLOCK K, 1-14, BLOCK L
1-35, 36X, BLOCK M, 1-8, BLOCK N, 1 & 2, BLOCK O
1-19, BLOCK P, 1-19, BLOCK Q, 1-23, BLOCK R, 1-23, BLOCK S
1-17, BLOCK T, 1-5, BLOCK U, 1, BLOCK V, 58X & 59X, BLOCK W
BEING
254 RESIDENTIAL LOTS, 13 OPEN SPACE LOTS
114.132 ACRES
ZONING: SF-7.2 & RC
SITUATED IN THE
H. WALKER SURVEY, ABSTRACT No. 1622,
J. JENNINGS SURVEY, ABSTRACT No. 875,
H. LANE SURVEY, ABSTRACT No. 927
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
April 2023



LEGEND	
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
MIN. FF	MINIMUM FINISH FLOOR ELEVATION
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
R.F.	REBAR FOUND
VIS. ESMT.	VISIBILITY EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
A.M.E.	ACCESS MAINTENANCE EASEMENT

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HUNTERS RIDGE, PHASE II**

LOTS
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CITY OF CROWLEY, TARRANT COUNTY, TEXAS

April 2023

SHEET 6 of 7

OWNED/DEVELOPED BY:

**BLOOMFIELD
HOMES, LP**
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
CLT@BLOOMFIELDHOMES.NET

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76031
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700
BCALDWELL@GMCIVIL.COM

OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF TARRANT:

WHEREAS BLOOMFIELD HOMES, L.P., a Texas limited partnership is the owner of a tract of land situated in the H. Walker Survey, Abstract No. 1622, the J. Jennings Survey, Abstract No. 875, and the H. Lane Survey, Abstract No. 927, City of Crowley, Tarrant County, Texas, being a portion of Tract 1, Parcel B as described in deed recorded in D220347026, Official Public Records, Tarrant County, Texas (OPRTCT), and being more particularly described as follows:

COMMENCNG at a 1/2" rebar capped Goodwin & Marshall found (hereafter referred to as 1/2" rebar capped found) at the northwest corner of Lot 48X, Block A of the final plat of Hunters Ridge, Phase I, an addition to the City of Crowley, Tarrant County, Texas as recorded in D221034569, OPRTCT;

THENCE North 89 degrees 48 minutes 26 seconds East, along the north line of said Lot 48X, Block A, a distance of 450.00 feet to a 1/2" rebar capped found at an angle point in the north line of said Lot 48X, Block A, being the POINT OF BEGINNING of the herein described tract of land;

THENCE North 00 degrees 24 minutes 45 seconds West, across said Bloomfield Homes Tract 1, Parcel B, a distance of 1,087.33 feet to a 1/2" rebar capped GMCIVIL set (hereafter referred to as 1/2" rebar capped set) in the north line of said Bloomfield Homes Tract 1, Parcel B and south line of Tract 1, Parcel A as described in deed to Bloomfield Homes, L.P., recorded in D220347026, OPRTCT, being the northwest corner of the herein described tract of land;

THENCE North 89 degrees 35 minutes 15 seconds East, along the north line of said Bloomfield Homes Tract 1, Parcel B and the south line of said Bloomfield Homes Tract 1, Parcel A, a distance of 2,834.36 feet to a 1/2" rebar capped set at the northeast corner of the herein described tract of land;

THENCE departing the south line of said Bloomfield Homes Tract 1, Parcel A, across said Bloomfield Homes Tract 1, Parcel B, as follows:

South 00 degrees 24 minutes 45 seconds East, a distance of 125.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 22.73 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 50.00 feet to a 1/2" rebar capped set;

South 44 degrees 35 minutes 15 seconds West, a distance of 10.61 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 202.50 feet to a 1/2" rebar capped set at the beginning of a tangent curve to the left, having a radius of 275.00 feet;

Southeasterly, along said curve, having a central angle of 04 degrees 42 minutes 01 second, an arc distance of 22.56 feet, and a chord that bears South 02 degrees 45 minutes 45 seconds East, 22.55 feet to a 1/2" rebar capped set at the end of said curve;

South 49 degrees 59 minutes 38 seconds East, non-tangent to said curve, a distance of 11.51 feet to a 1/2" rebar capped set;

South 08 degrees 26 minutes 24 seconds East, a distance of 50.49 feet to a 1/2" rebar capped set;

South 40 degrees 05 minutes 15 seconds West, a distance of 9.74 feet to a 1/2" rebar capped set;

South 09 degrees 24 minutes 45 seconds East, a distance of 99.91 feet to a 1/2" rebar capped set at the beginning of a tangent curve to the right, having a radius of 475.00 feet;

Southeasterly, along said curve, having a central angle of 15 degrees 18 minutes 14 seconds, an arc distance of 126.87 feet, and a chord that bears South 01 degree 45 minutes 38 seconds East, 126.50 feet to a 1/2" rebar capped set at the end of said curve;

South 00 degrees 02 minutes 03 seconds East, non-tangent to said curve, a distance of 9.96 feet to a 1/2" rebar capped set;

South 08 degrees 39 minutes 28 seconds West, a distance of 50.63 feet to a 1/2" rebar capped set;

South 49 degrees 20 minutes 15 seconds West, a distance of 11.45 feet to a 1/2" rebar capped set;

South 09 degrees 05 minutes 15 seconds West, a distance of 100.09 feet to a 1/2" rebar capped set at the beginning of a tangent curve to the left, having a radius of 175.00 feet;

Southwesterly, along said curve, having a central angle of 09 degrees 29 minutes 59 seconds, an arc distance of 29.02 feet, and a chord that bears South 04 degrees 20 minutes 15 seconds West, 28.98 feet to a 1/2" rebar capped set at the end of said curve;

South 00 degrees 24 minutes 45 seconds East, tangent to said curve, a distance of 97.50 feet to a 1/2" rebar capped set;

South 45 degrees 24 minutes 45 seconds East, a distance of 10.61 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 50.00 feet to a 1/2" rebar capped set;

South 44 degrees 35 minutes 15 seconds West, a distance of 10.61 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 225.00 feet to a 1/2" rebar capped set;

South 45 degrees 24 minutes 45 seconds East, a distance of 10.61 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 50.00 feet to a 1/2" rebar capped set;

South 44 degrees 35 minutes 15 seconds West, a distance of 10.61 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 225.00 feet to a 1/2" rebar capped set;

South 45 degrees 24 minutes 45 seconds East, a distance of 10.61 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 50.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 35.00 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 120.00 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 78.42 feet to a 1/2" rebar capped set;

South 52 degrees 26 minutes 00 seconds West, a distance of 50.00 feet to a 1/2" rebar capped set;

North 37 degrees 34 minutes 00 seconds West, a distance of 100.00 feet to a 1/2" rebar capped set at the beginning of a tangent curve to the right, having a radius of 125.00 feet;

Northwesterly, along said curve, having a central angle of 31 degrees 25 minutes 25 seconds, an arc distance of 68.56 feet, and a chord that bears North 21 degrees 51 minutes 18 seconds West, 67.70 feet to a 1/2" rebar capped set at the end of said curve;

North 47 degrees 25 minutes 05 seconds West, non-tangent to said curve, a distance of 10.97 feet to a 1/2" rebar capped set;

South 89 degrees 35 minutes 15 seconds West, a distance of 171.21 feet to a 1/2" rebar capped set;

South 37 degrees 34 minutes 00 seconds East, a distance of 323.71 feet to a 1/2" rebar capped set;

South 52 degrees 26 minutes 00 seconds West, a distance of 170.00 feet to a 1/2" rebar capped set;

North 37 degrees 34 minutes 00 seconds West, a distance of 16.16 feet to a 1/2" rebar capped set;

North 81 degrees 07 minutes 55 seconds West, a distance of 10.87 feet to a 1/2" rebar capped set;

South 55 degrees 18 minutes 11 seconds West, a distance of 112.65 feet to a 1/2" rebar capped set;

South 37 degrees 34 minutes 00 seconds East, a distance of 252.51 feet to a 1/2" rebar capped set;

South 53 degrees 22 minutes 52 seconds East, a distance of 67.11 feet to a 1/2" rebar capped set;

South 65 degrees 33 minutes 04 seconds East, a distance of 105.71 feet to a 1/2" rebar capped set;

South 82 degrees 14 minutes 07 seconds East, a distance of 101.20 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 313.21 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 240.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 120.00 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 138.45 feet to a 1/2" rebar capped set at the beginning of a non-tangent curve to the left, having a radius of 60.00 feet;

Southeasterly, along said curve, having a central angle of 107 degrees 37 minutes 59 seconds, an arc distance of 112.71 feet, and a chord that bears South 25 degrees 16 minutes 26 seconds East, 96.86 feet to a 1/2" rebar capped set at the end of said curve;

South 00 degrees 24 minutes 45 seconds East, non-tangent to said curve, a distance of 113.67 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 540.00 feet to a 1/2" rebar capped set;

South 00 degrees 24 minutes 45 seconds East, a distance of 30.00 feet to a 1/2" rebar capped set;

North 89 degrees 35 minutes 15 seconds East, a distance of 616.07 feet to a 1/2" rebar capped set;

North 84 degrees 25 minutes 50 seconds East, a distance of 67.40 feet to a 1/2" rebar capped set;

North 82 degrees 24 minutes 23 seconds East, a distance of 67.17 feet to a 1/2" rebar capped set;

North 79 degrees 19 minutes 22 seconds East, a distance of 67.26 feet to a 1/2" rebar capped set;

North 76 degrees 14 minutes 21 seconds East, a distance of 67.26 feet to a 1/2" rebar capped set;

North 73 degrees 09 minutes 21 seconds East, a distance of 67.29 feet to a 1/2" rebar capped set;

North 69 degrees 48 minutes 01 seconds East, a distance of 85.76 feet to a 1/2" rebar capped set;

North 00 degrees 03 minutes 12 seconds West, a distance of 39.88 feet to a 1/2" rebar capped set;

North 35 degrees 27 minutes 41 seconds West, a distance of 114.03 feet to a 1/2" rebar capped set at the beginning of a non-tangent curve to the left, having a radius of 60.00 feet;

Northeasterly, along said curve, having a central angle of 72 degrees 50 minutes 52 seconds, an arc distance of 76.29 feet, and a chord that bears North 08 degrees 31 minutes 14 seconds East, 71.25 feet to a 1/2" rebar capped set at the beginning of a curve to the left, having a radius of 235.00 feet;

Northwesterly, along said curve, having a central angle of 21 degrees 19 minutes 13 seconds, an arc distance of 87.45 feet, and a chord that bears North 13 degrees 22 minutes 33 seconds West, 86.94 feet to a 1/2" rebar capped set at the end of said curve;

North 23 degrees 50 minutes 07 seconds West, non-tangent to said curve, a distance of 39.62 feet to a 1/2" rebar capped set;

North 66 degrees 32 minutes 19 seconds East, a distance of 115.01 feet to a 1/2" rebar capped set in the east line of said Bloomfield Homes Tract 1, Parcel B and the most southerly west line of said Bloomfield Homes Tract 1, Parcel A, said point lying a curve to the left having a radius of 3054.50 feet;

THENCE Southeasterly, along the east line of said Bloomfield Homes Tract 1, Parcel B, the most southerly west line of said Bloomfield Homes Tract 1, Parcel A, and said curve having a central angle of 01 degree 24 minutes 18 seconds, an arc distance of 123.95 feet, and a chord that bears South 24 degrees 18 minutes 26 seconds East, 123.95 feet to a 1/2" rebar capped found at the most southerly southwest corner of said Bloomfield Homes Tract 1, Parcel A, said point lying in the west line of Tract No. 7 as described in deed to Smith's Southeast Investments, L.P., recorded in D20252277, OPRTCT, from which a 3/4" rebar found at a reentrant corner of said Bloomfield Homes Tract 1, Parcel A and the northwest corner of said Tract No. 7 bears North 00 degrees 03 minutes 12 seconds West, 9.35 feet;

THENCE South 00 degrees 03 minutes 12 seconds East, along the east line of said Bloomfield Homes Tract 1, Parcel B and the west line of said Tract No. 7, a distance of 491.93 feet to a 6" wood fence corner post found at the southeast corner of said Bloomfield Homes Tract 1, Parcel B and the northeast corner of a tract of land as described in deed to Texas Electric Service Company (hereafter referred to as TESCO), recorded in Volume 3548, Page 12, Deed Records, Tarrant County, Texas (DRCTCT), from which a 3/4" rebar found at the southeast corner of said TESCO tract bears South 00 degrees 03 minutes 12 seconds East, 308.41 feet (deed 306.95 feet), and a 1" steel pipe found bears South 85 degrees 14 minutes West, 8.15 feet;

THENCE South 89 degrees 41 minutes 32 seconds West, departing the west line of said Tract No. 7, along the south line of said Bloomfield Homes Tract 1, Parcel B and the north line of said TESCO tract recorded in Volume 3548, Page 12, DRCTCT and the north line of a tract of land as described in deed to TESCO, recorded in Volume 3541, Page 516, DRCTCT, a distance of 1,747.38 feet to a 1/2" rebar capped found at the southeast corner of Lot 14X, Block B of said Hunters Ridge, Phase I;

THENCE along the east and northeasterly line of said Lot 14X, Block B of Hunters Ridge, Phase I, as follows:

North 04 degrees 47 minutes 22 seconds West, a distance of 400.36 feet to a 1/2" rebar capped found;

South 61 degrees 02 minutes 23 seconds West, a distance of 238.32 feet to a 1/2" rebar capped found;

North 45 degrees 53 minutes 47 seconds West, a distance of 785.02 feet to a 1/2" rebar capped found;

North 08 degrees 28 minutes 42 seconds West, at a distance of 174.40 feet passing the most northerly corner of said Lot 14X, Block B and the southeast corner of Cedar Creek Lane (50' R.O.W. per D221034569, OPRTCT), at a distance of 230.12 feet passing the northeast corner of said Cedar Creek Lane and the most easterly southeast corner of said Lot 48X, Block A of Hunters Ridge, Phase I, continuing a total distance of 314.18 feet to a 1/2" rebar capped found;

THENCE along the east and northeasterly line of said Lot 48X, Block A of Hunters Ridge, Phase I, as follows:

North 81 degrees 58 minutes 06 seconds West, a distance of 433.23 feet to a 1/2" rebar capped found;

North 54 degrees 05 minutes 48 seconds West, a distance of 320.27 feet to a 1/2" rebar capped found;

North 13 degrees 32 minutes 13 seconds East, a distance of 222.18 feet to a 1/2" rebar capped found;

North 24 degrees 47 minutes 51 seconds West, a distance of 146.25 feet to a 1/2" rebar capped found;

South 75 degrees 02 minutes 41 seconds West, a distance of 271.06 feet to a 1/2" rebar capped found;

North 83 degrees 49 minutes 04 seconds West, a distance of 226.96 feet to a 1/2" rebar capped found;

North 39 degrees 36 minutes 24 seconds West, a distance of 170.75 feet to a 1/2" rebar capped found;

South 75 degrees 05 minutes 07 seconds West, a distance of 251.24 feet to a 1/2" rebar capped found;

North 65 degrees 50 minutes 05 seconds West, a distance of 141.47 feet to a 1/2" rebar capped found;

North 41 degrees 49 minutes 47 seconds West, a distance of 168.08 feet to a 1/2" rebar capped found;

South 63 degrees 48 minutes 24 seconds West, a distance of 405.31 feet to a 1/2" rebar capped found;

North 37 degrees 43 minutes 27 seconds West, a distance of 270.37 feet to the POINT OF BEGINNING and containing 4,971.593 square feet or 114.132 acres of land.

NOW, THEREFORE, known all men by these presents:

That BLOOMFIELD HOMES, L.P., a Texas limited partnership through the undersigned authority does hereby adopt this plat designating the herein above described property as HUNTERS RIDGE, PHASE II, LOTS 51-103, 104X-112X, BLOCK A, 1-35, 36X, BLOCK K, 1-14, BLOCK L, 1-35, 36X, BLOCK M, 1-8, BLOCK N, 1 & 2, BLOCK O, 1-19, BLOCK P, 1-23, BLOCK Q, 1-23, BLOCK R, 1-23, BLOCK S, 1-17, BLOCK T, 1-5, BLOCK U, 1, BLOCK V, 58X & 59X, Block W, an addition to the City of Crowley, Tarrant County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Crowley and all public utilities desiring to use, or using same. No building, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat. The City of Crowley and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and the City of Crowley and any public utility shall at all times have the right of ingress and egress to and from and upon any said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of a three-foot radius from the center point of all fire hydrants and a two-foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes) is hereby granted to the City of Crowley for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances. We do further dedicate, subject to the expectations and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat.

Witness our hand this the _____ day of _____, 2023.

Bloomfield Homes, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation, General Partner

By: _____
Donald J. Dykstra, President

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared Donald J. Dykstra, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein and expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas
My Commission Expires: _____

SURVEYOR CERTIFICATION

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

Joel S. Barton
Registered Professional Land Surveyor No. 4914
GMCivil
2559 SW Grapevine Pkwy
Grapevine, Texas 76051
817-329-437

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PHASE II PLAT SUMMARY

TOTAL ACREAGE = 114.132 AC.
TOTAL RESIDENTIAL LOTS = 254
TOTAL NON-RESIDENTIAL LOTS = 13
SF 7.2 LOTS = 254 (MINIMUM DWELLING SIZE = 1,400 S.F.)
GROSS DENSITY = 0.45 LOTS/AC.
MINIMUM LOT SIZE = 7,200 S.F.

PREPARED BY:



OWNED/DEVELOPED BY:

B BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTH LAKE, TX 76092
(817) 416-1572
CLINT@BLOOMFIELDHOMES.NET

NOTES:

- Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.
- All property corners are 1/2" rebars with yellow plastic caps stamped GMCIVIL set, unless otherwise noted.
- Selling a portion of any lot within this addition by metes and bounds is a violation of state law and City ordinance and is subject to fine and withholding of utility services and building permits.
- Any public utility, including the City of Crowley, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on this plat, and any public utility, including the City of Crowley, shall have the right at all times of ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- No building permit shall be issued for any lot in this plat until provision is made for the construction of water, sewer, storm drain, street lights, paving improvements and second means of egress approval is obtained from the City of Crowley.
- All buildings shall be constructed in accordance with building setback requirements of the City of Crowley Comprehensive Zoning Ordinance.
- All required landscaping shall be in accordance with the City of Crowleys Landscaping Ordinance.
- All lots are within the Crowley ISD.
- The zoning districts shown are for reference only and are not intended to create a covenant or restriction.
- A developers agreement is required as part of the final plat process before any development may occur.
- Lots 105X, Block A, Lot 36X, Block K, and Lot 36X, Block M are for drainage use.
- The City shall not be held responsible for damages occasioned by the establishment of grades or the alteration of any surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.
- Lots 104X, 105X, 107X, 108X, 109X, 110X, 111X, 112X, Block A, Lot 36X, Block K, Lot 36X, Block M, and Lot 59X, Block W will be privately owned and maintained by the HOA. Lot 106X, Block A and Lot 58X, Block W will be owned and maintained by the City of Crowley as Parkland Dedication.
- Each lot within Hunters Ridge, Phase II will choose from the following available trees in order to meet the tree planting requirement for each residential lot: Bald Cypress, Chinquapin Oak, Cedar Elm, Lace Bark Oak, and Southern Magnolia.

Variance from the City's maximum block length of 650' within single family zoned developments. The proposed development provides a maximum block length of 800' or the block is broken with open space lots that provide pedestrian connectivity throughout the development. As noted on Preliminary plat approved by City Council on June 20, 2019.

David Duman, Chairman, Planning and Zoning Commission
City of Crowley, Texas

The undersigned, the city secretary of the City of Crowley, Texas, hereby certifies that the foregoing final plat of Hunters Ridge, Phase II, subdivision or addition to the City of Crowley was submitted the appropriate planning and zoning commission or city council as required by the ordinances of the City of Crowley on the _____ day of _____, 2022, and such body by formal action, then and there, accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, said body further authorized the acceptance thereof by signing as herein above subscribed in the capacity stated.

Witness my hand this _____ day of _____, 2023.

Carol Konhauser, City Secretary, City of Crowley, Texas

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H. LANE SURVEY, ABSTRACT No. 927
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
April 2023



CITY OF CROWLEY PLAT APPLICATION

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

Select the applicable plat type below:

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

Property Information

Project Name Hunters Ridge Phase 2

Project Address 998 N Crowley Rd.

Survey / Abstract, Hiram Walker Survey, Abstract No 1622

Tract(s) Henry Lane Survey, Abstract No. 927, J. Jennings Survey Abstract No. 875

Addition, Block, Lots Multiple (See attached Final Plat)

Project Description Single Family Development

Gross Acreage 100.078 Zoning SF-7.2

of Lots Proposed 254 Residential lots, & 5 Open

Space lots

Applicant & Owner Information

Applicant Clint Vincent Company Bloomfield Homes, LP

Applicant Address 1050 E. Hwy 114, Suite 210, Southlake, TX 76092

Telephone No 817-416-1572 Email

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

--



CITY OF CROWLEY PLAT APPLICATION

If applicant is not the property owner:

Owner Same as Applicant

Owner Address _____

Telephone No _____ Email _____

Developer Same as Applicant

Address _____

Telephone No _____ Email _____

Engineer Brent Caldwell, P.E. Company Goodwin and Marshall, Inc.

Address 2405 Mustang Drive, Grapevine, TX 76051

Telephone No 817-329-4373 Email _____

Surveyor Joel Barton, RPLS Company Goodwin and Marshall, Inc.

Address 2405 Mustang Drive, Grapevine, TX 76051

Telephone No 817-329-4373 Email _____

Land Planner _____ Company _____

Address _____

Telephone No _____ Email _____

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

Name Brent Caldwell, P.E. Company Goodwin and Marshall, Inc.

If applicant is not the point of contact:

Address 2405 Mustang Drive Telephone No 817-329-4373

City, State, Zip Grapevine, TX 76051 Email _____

SIGNATURE OF APPLICANT

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

SIGNATURE 

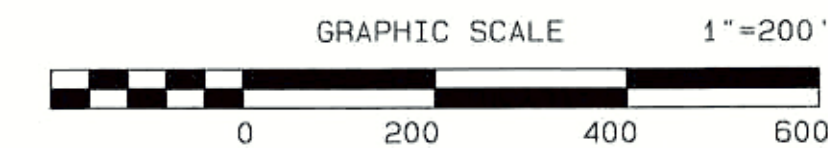
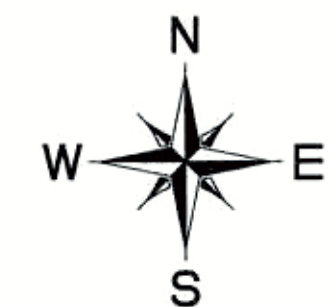
DATE 3-3-22

PRINTED NAME _____

Clint Vincent
Attorney In Fact
Bloomfield Properties, INC.
General Partner

PROPOSED HUNTERS RIDGE
ZONING: E

PROPOSED HUNTERS RIDGE
ZONING: A-5



N CROWLEY ROAD

N 0 13'47" W 1949.35'

PHASE VI
ZONING: RC

33.0 ACRES
COMMERCIAL

PHASE VI
PHASE II

27.5 ACRES
PARK DEDICATION

PHASE II
ZONING: SF-7.2

PHASE II
ZONING: SF-7.2

PHASE IV
ZONING: SF-7.2

PROPOSED
HUNTERS RIDGE
ZONING: A-5

R=5049.50'
A=2184.32'
Delta=24°47'06"
CB S 12°58'46"E
CH=2167.32'

PHASE III
ZONING: SF-7.2

PHASE V
ZONING: SF-7.2

PHASE I
ZONING: SF-7.2

LOT 1, BLOCK 1
H.F. STEVENS ADDITION
CAB. A, S.L. 1601 P.R.T.C.T.
ZONING: SF-7.2

ZONING: GC

ZONING: MH

ZONING: SF-7.2

ZONING: PD

ZONING: SF-7.2

ZONING: PD

OWNER:

B.N. DEVELOPMENT
COMPANY, INC
275 Main Street
Suite 211
Edwards, Colorado 81632
(970) 926-2913

ENGINEER/SURVEYOR:

GOODWIN &
MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700
Fax (817) 329-4453
TBPE Firm No. F-2944

PRELIMINARY
PLAT INDEX

OF
HUNTERS RIDGE,
PHASES I, II, III, IV, V, & VI
BEING
991 RESIDENTIAL LOTS,
2 COMMERCIAL LOT AND
20 OPEN SPACE LOTS
348.27 ACRES
ZONING: SF-7.2, RC

SITUATED IN THE
H. WALKER SURVEY, ABSTRACT NO. 1622
H. LANE SURVEY, ABSTRACT NO. 927, AND THE
J. JENNINGS SURVEY, ABSTRACT NO. 875
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
MAY, 2019



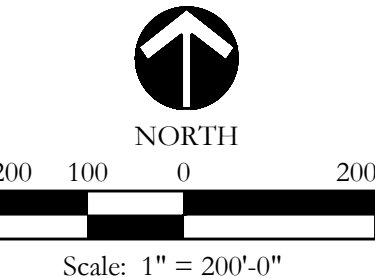
CALLOUTS LEGEND:

	PRIMARY TRAIL HEAD AND/OR TRAIL SIGN.		BENCH, TRASH RECEPTACLE AND PET WASTE STATION.
	10'-0" WIDTH CONCRETE TRAIL.		LOW WATER CROSSING
	MIN. 10'-0" WIDTH LANDSCAPE EDGE		



HUNTER'S RIDGE - PRELIMINARY TRAIL EXHIBIT

City of Crowley, Tarrant County, Texas

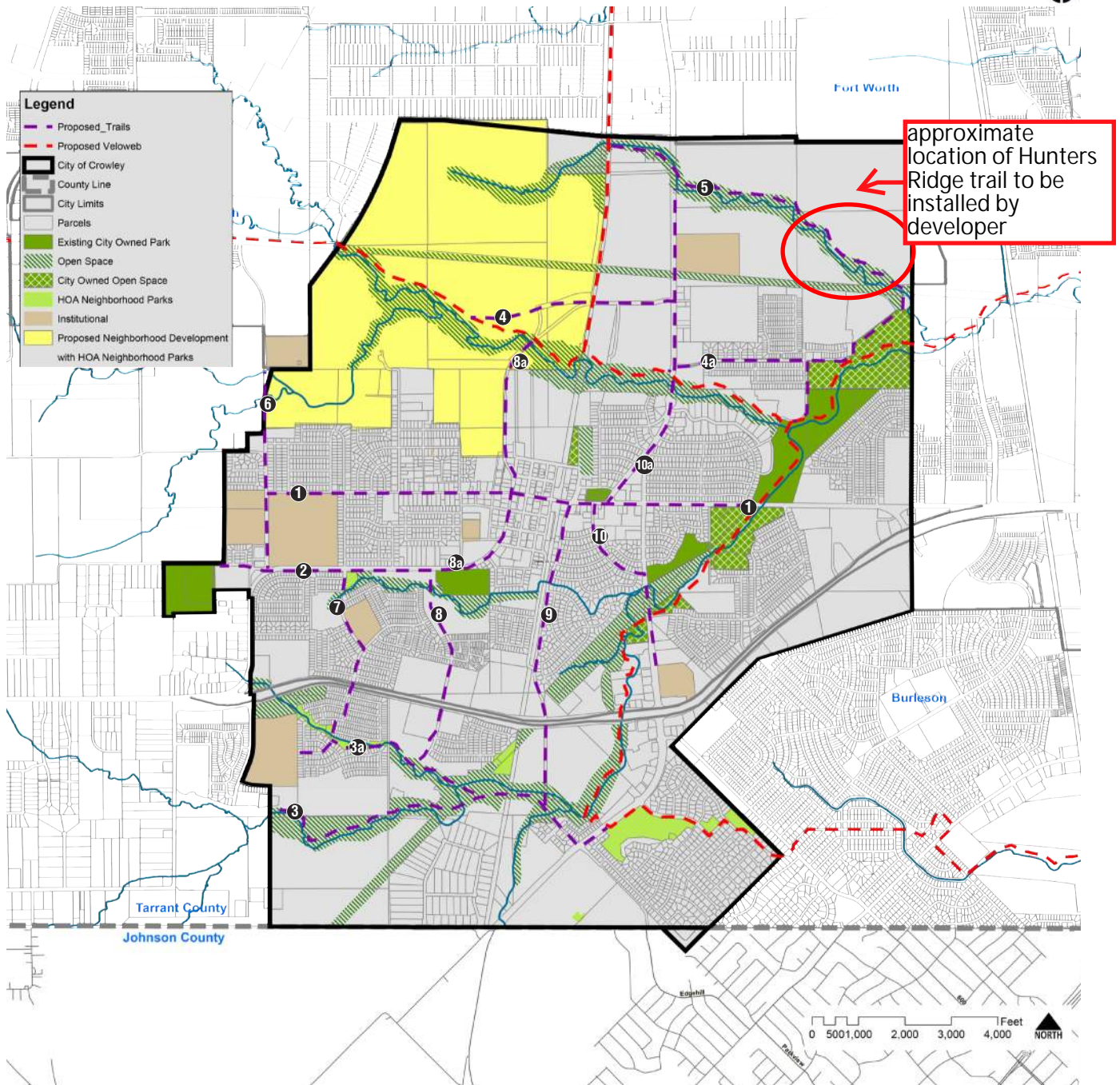


SHEET 1 OF 1
04-17-2023

JOHNSON VOLK
CONSULTING

TBPES: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

PROPOSED TRAILS: RECOMMENDATIONS



NOTE: PROPOSED TRAILS ARE NOT NAMED. THIS EXHIBIT USES NUMBERED TRAILS AS A PLACEHOLDER.



Crowley City Council

AGENDA REPORT

Meeting Date: May 4, 2023

Agenda Item: VII-2

Staff Contact: Matt Elgin, Director of
Utilities/Projects

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

Phone: 817-297-2201 x3240

SUBJECT: Discuss and consider adoption of Resolution R05-2023-385 a resolution of the City Council of the City of Crowley, Texas, approving the Advance Funding Agreement for the landscape improvements on FM 731 as a part of the TxDOT Green Ribbon Project; and authorizing the City Manager to execute said contract.

BACKGROUND/DISCUSSION

The City of Crowley is a recipient of funds from the 2023 TxDOT Green Ribbon Landscape Grant. The landscape enhancements will be to the FM 731 median from South Hampton Road to Deer Creek Drive. The project will be let and managed by the State.

The City will need to enter an Advance Funding Agreement (AFA) with TxDOT. TxDOT has requested that this agreement be done by City Council Resolution.

The City Council has previously agreed to authorize payment to Westwood consulting firm the \$44,500 to cover the referenced environmental and engineering costs identified as the Local Government's (LG) responsibility in the AFA.

FINANCIAL IMPACT

\$400,000 grant was awarded and any construction cost overages will be the responsibility of the City.

RECOMMENDATION

City Staff recommends entering into this Advance Funding agreement with the Texas Department of Transportation by resolution.

ATTACHMENTS

- TxDOT Green Ribbon Grant letter
- DRAFT of the Advance Funding Agreement for a Green Ribbon Program On-System between the Texas Department of Transportation and the City of Crowley.
- Attachment "A" Project Location Map
- Attachment "B" Project Budget
- Attachment "C" Resolution R05-2023-385



2501 Southwest Loop 820 Fort Worth, TX 76133 | 817-370-6500 | WWW.TXDOT.GOV

SEPTEMBER 16, 2022

Mr. Matt Elgin
Assistant Public Works Director, City of Crowley
201 East. Main Street
Crowley, Texas 76036

Dear Mr. Elgin:

The Texas Department of Transportation (TxDOT) Fort Worth District has approved the City of Crowley's proposed FM 731 from Deer Creek Drive to South Hampton Road project for Green Ribbon Landscape funds in the 2023 fiscal year (September 2022 through August 2023). The City of Crowley has been tentatively approved for a fixed amount of \$400,000. Direct State Costs will not be charged but bid item costs over \$400,000 will be the City's responsibility.

This selection is preliminary, pending a signed Advanced Funding Agreement and Landscape Maintenance Agreement.

We will be setting up meetings with each entity and TxDOT staff to go over the proposed projects, discuss maintenance responsibilities, and draft the Advanced Funding Agreement to be signed by the City and TxDOT.

If you should have any questions, please contact our Fort Worth District Landscape Architect Kimberly White at kimberly.phillips.white@txdot.gov or (817) 370-6639.

Sincerely,

DocuSigned by:
Matthew L. Evans, P.E.
E9AEAF95D42641B...

Matthew L. Evans, P.E.
Director of Maintenance
Fort Worth District

cc: Ricardo Gonzalez, P.E., Director of Transportation, Planning and Development
Minh Tran, P.E., Area Engineer North Tarrant County Area Office
Kimberly White, RLA, ASLA, PMP, Fort Worth District Landscape Architect

TxDOT:				Federal Highway Administration:	
CSJ #	1094-02-017			CFDA No.	20.205
District #	02-FTW	AFA ID	Z00005645	CFDA Title	Highway Planning and Construction
Code Chart 64 #	10450				
Project Name	FM 731; S Hampton Rd to Deer Creek Dr			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A Green Ribbon Program On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Crowley**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Landscape Development to include planning and irrigation improvments**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Landscape and Scenic Enhancement to median which contains adding flowers/plants and a irrigation system in the median of FM 731 from South Hampton to Deer Creek Drive as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance

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verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Crowley ATTN: Assistant City Manager 201 E Main Street Crowley, TX 76036	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

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procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment

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and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. **Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. **Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

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to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

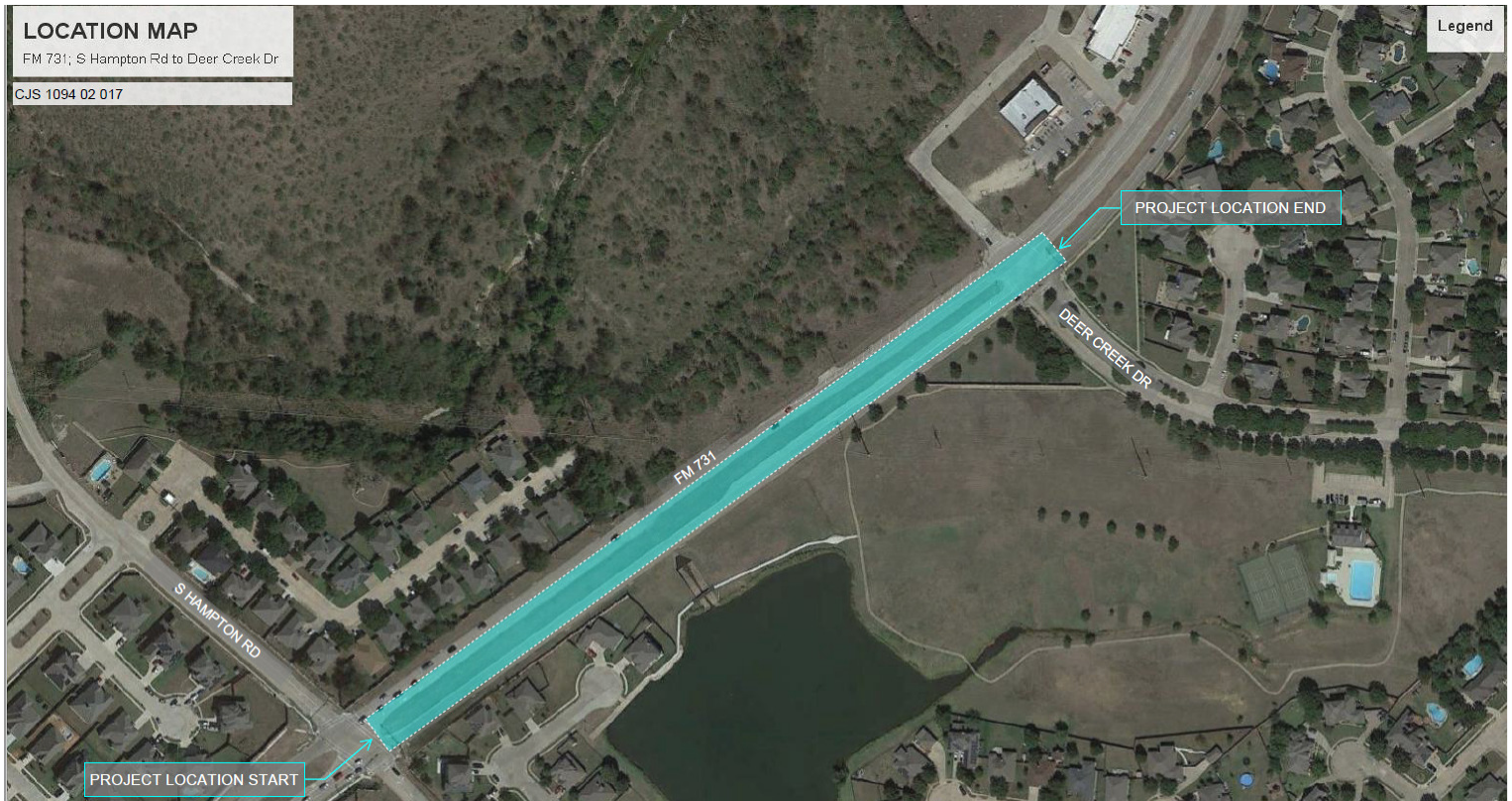
THE STATE OF TEXAS

THE LOCAL GOVERNMENT

<hr/> Signature	<hr/> Signature
Kenneth Stewart	Jack Thompson
<hr/> Typed or Printed Name	<hr/> Typed or Printed Name
Director of Contract Services	Assistant City Manager
<hr/> Typed or Printed Title	<hr/> Typed or Printed Title
<hr/> Date	<hr/> Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Environmental and engineering costs will be allocated based on 100% Local Government funding, with the Local Government responsible for all overruns.

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal and State funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$4,200	0%	\$0	0%	\$0	100%	\$4,200
Engineering (by Local Government)	\$40,300	0%	\$0	0%	\$0	100%	\$40,300
Construction (by State)	\$400,000	80%	\$320,000	20%	\$80,000	0%	\$0
Subtotal	\$444,500		\$320,000		\$80,000		\$44,500
Environmental Direct State Costs	\$210	0%	\$0	100%	\$210	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$2,015	0%	\$0	100%	\$2,015	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$27,960	0%	\$0	100%	\$27,960	0%	\$0
Indirect State Costs	\$21,025	0%	\$0	100%	\$21,025	0%	\$0
TOTAL	\$495,712		\$320,000		\$131,212		\$44,500

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

RESOLUTION NO. R05-2023-385

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND INSTALLATION OF THE GREEN RIBBON LANDSCAPE IMPROVEMENTS ON FM731 FROM SOUTH HAMPTON ROAD TO DEER CREEK DRIVE AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNATED REPRESENTATIVE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Texas Transportation Commission passed Minute Order 116073 that provides for the development of, and funding for, the landscape project described herein; and

WHEREAS, on September 16, 2022, the Texas Department of Transportation approved the City of Crowley's proposed Green Ribbon Landscape improvement project on FM731 between South Hampton Road and Deer Creek Drive; and

WHEREAS, the City Council desires to enter into an Advance Funding Agreement with the Texas Department of Transportation for the design and installation of the Green Ribbon Landscape Improvements on FM731 from South Hampton Road to Deer Creek Drive, and to authorize the City Manager or his designated representative to execute the Advance Funding Agreement.

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

SECTION 1.

The City Manager or his designated representative is hereby authorized to execute the Advance Funding Agreement with the Texas Department of Transportation for the design and installation of the Green Ribbon Landscape Improvements on FM731 between South Hampton Road and Deer Creek Drive.

SECTION 2.

This resolution shall take effect from and after its passage, and it is so resolved.

PASSED AND APPROVED at a regular meeting of the City Council of Crowley, Texas, on this the _____ day of _____, 2023

Billy Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: May 4, 2023

Agenda Item: VII-3

Staff Contact: Jack Thompson
Assistant City Manager

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

Phone: 817-297-2201-X4300

SUBJECT: Discuss and consider approving Resolution R05-2023-384, a resolution of the City of Crowley, Texas, supporting legislation creating the Karis Municipal Management District under the Special District Local Laws Code.

BACKGROUND/DISCUSSION

Municipal Management Districts (MMDs) are special districts formed by state legislation. Each MMD covers a defined geographic area and may be used to finance improvements and pay for services within that area. The scope of each MMD is limited by its creating legislation. MMDs may impose ad valorem taxes, impact fees, special assessments, bonds, or other fees in accordance with the legislation creating the district. MMDs are governed by a board of directors; Board eligibility, election procedures, and other management information is dependent upon the creating legislation's language. In general, MMDs generate revenue by issuing bonds for public improvements. MMD bond debt is not City debt, and does not impact City bonding capacity. Bond debt may be supported by ad valorem taxes, property assessments, impact fees, or other revenue methods permitted in the MMD's creating legislation. Bond debt may also be supported by City incentives such as Tax Increment Financing (TIF), as permitted by the MMD's creating legislation.

Municipal Management Districts (MMDs) can be created in two ways:

- 1) By the Texas Commission on Environmental Quality (TCEQ) pursuant to Texas Local Government Code Chapter 375
- 2) By Special legislation codified into the Texas Special Districts Local Laws Code.

At the beginning of the project, The Nehemiah Group introduced legislation for the creation of a Karis MMD under the Special Districts Local Laws Code that would allow assessment for various public improvements, but that request was disapproved. Alternatively, on Feb 19, 2019, TCEQ approved the creation of the Karis MMD pursuant to Chapter 375, which allows the developer to levy assessments related to various water district improvements.

The Nehemiah Group would now like to submit legislation during the upcoming 88th Texas legislative regular session, requesting the creation of the Karis MMD under the Special Districts Local Laws Code. Attached is the proposed bill to be introduced.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends councils' consideration

ATTACHMENTS

- Proposed Karis Legislative Bill
- Resolution of Support

RESOLUTION NO. R05-2023-384

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, CONSENTING TO AND SUPPORTING LEGISLATION CREATING THE KARIS MUNICIPAL MANAGEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, The Nehemiah, LLC. (“Developer”) owns a substantial area of undeveloped land within the incorporated limits of the City, which the Developer desires to develop as a quality master planned community known as “Karis”; and

WHEREAS, the Karis Municipal Management District has been created by the Texas Commission on Environmental Quality (TCEQ) in the City of Crowley, Texas; and

WHEREAS, the Developer has requested that the City support the introduction and passage of legislation during the 88th Texas Legislative Regular Session, relating to the powers, duties, operation, administration, and board of directors of the Karis Municipal Management District in the City; and

WHEREAS, the City Council of the City of Crowley, Texas, finds it to be in the best interest of the citizens of the City and support the proposed legislation.

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

SECTION 1.

The City Council of the City of Crowley, Texas, supports the adoption of the proposed legislation relating to the powers, duties, operation, administration, and board of directors of the Karis Municipal District of Tarrant County.

SECTION 2.

The City Secretary is authorized and directed to furnish a certified copy of this Resolution to the elected representatives of the City and to other members of the Texas Legislature to give notice of the City's support of the proposed legislation attached as Exhibit “A,” submitted herewith.

SECTION 3.

This resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND APPROVED ON THIS ____ DAY OF MAY, 2023.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

Exhibit “A”
PROPOSED LEGISLATION

By: _____

____.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the powers, duties, operation, administration, and board of directors of the Karis Municipal Management District of Tarrant County.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle C, Title 4, Special District Local Laws Code, is amended by adding Chapter 3970 to read as follows:

CHAPTER 3970. KARIS MUNICIPAL MANAGEMENT DISTRICT OF TARRANT
COUNTY

Sec. 3970.0101. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "Commission" means the Texas Commission on

Environmental Quality.

(3) "Director" means a board member.

(4) "District" means the Karis Municipal Management District of Tarrant County.

Sec. 3970.0102. NATURE OF DISTRICT. The district is a municipal management district created by order of the commission under Section 59, Article XVI, Texas Constitution and operating under Chapter 375, Local Government Code.

Sec. 3970.0103. GOVERNING BODY; TERMS. (a) The district is governed by a board of five directors.

(b) Except as provided by Section 3970.0104, directors serve staggered four-year terms.

(c) The initial directors were appointed with terms by the commission to serve until their successors are elected or have been appointed in accordance with applicable law.

(d) Subsequent directors shall be elected in the manner provided by Subchapter [D](#), Chapter [49](#), Water Code.

(e) Section 375.064, Local Government Code, does not apply to the District.

Sec. 3970.0104. DIRECTORS. (a) The current terms of

directors initially appointed by the commission to serve two-year terms shall expire on the date of the general May election in 2024, and the current terms of directors initially appointed by the commission to serve four-year terms shall expire on the date of the general May election in 2026.

(b) If successor directors have not been elected and the terms of the initial directors have expired, successor directors shall be appointed or reappointed as provided by Subsection (c) to serve terms that expire on the earlier of:

- (1) the date successor directors are elected; or
- (2) the fourth anniversary of the date of the appointment or reappointment.

(c) If Subsection (b) applies, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as successor directors the five persons named in the petition. The commission shall appoint as successor directors the five persons named in the petition.

Sec. 3970.0105. COMPENSATION. A director is entitled to

receive fees of office and reimbursement for actual expenses as provided by Section [49.060](#), Water Code. Sections [375.069](#) and [375.070](#), Local Government Code, do not apply to the board.

Sec. 3970.0106. ASSESSMENT. The board by resolution may impose and collect an assessment for any purpose authorized by law in all or any part of the district. Section [375.161](#), Local Government Code, does not apply to an assessment imposed by the district.

SECTION 2. The Karis Municipal Management District of Tarrant County retains all the rights, powers, privileges, authority, duties, and functions that it had before the effective date of this Act.

SECTION 3. (a) The legislature validates and confirms the creation of the Karis Municipal Management District of Tarrant County and all governmental acts and proceedings that were taken by the district before the effective date of this Act.

(b) This section does not apply to any matter that on the effective date of this Act:

(1) is involved in litigation if the litigation

ultimately results in the matter being held invalid by a final court judgment; or

(2) has been held invalid by a final court judgment.

SECTION 4. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the lieutenant governor, and the speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect

to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2023.