



Regular Session
Council Agenda Packet
July 20, 2023

CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
July 20, 2023
ATTENDANCE SHEET

	<u>Worksession</u>	<u>Regular</u>
Council Member Johnny Shotwell, Place 1	_____	_____
Council Member Jerry Beck, Place 2	_____	_____
Council Member Jesse Johnson, Place 3	_____	_____
Council Member Jim Hirth, Place 4	_____	_____
Vacant, 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
JULY 20, 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 - July 20, 2023 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. Discuss need to increase water demand from the City of Fort Worth and the need for a third entry point.

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 June 15, 2023.

IV. PUBLIC HEARINGS

1. Hold a public hearing to discuss and consider approval of Ordinance # 07-2023-491, approving a zoning change from "R-3" Single Family Residential district to "R-2" Single Family Residential district for property located at 405 Bryan Dr, legal description of Quail Creek Addition-Crowley Block 16 Lot 3. **Case # ZR-2023-001**
2. Hold a public hearing to discuss and consider Ordinance No. 07-2023-492 approving a zoning change from "R-2" Single Family Residential district to "R-3" Single Family Residential district for property located at 109 Midway Dr, legal description of Sylvester S Reynolds Survey Abstract 1316 Tract 3G. **Case # ZR-2023-002**
3. Hold a public hearing to discuss and consider Ordinance No. 07-2023-493 approving a zoning change to "DT-G" Downtown General district for property located at 201 & 209 N Beverly, legal description of Sylvester S Reynolds Survey Abstract 1316 Tracts 10 & 10D (First Presbyterian Church). **Case # ZR-2023-003**
4. Hold a public hearing to discuss and consider Ordinance No. 07-2023-494 approving a zoning change to "MR" Mixed Residential district for property located at 301 N Beverly, legal description of Sylvester S Reynolds Survey Abstract 1316 Tract 1A. **Case # ZR-2023-004.**
5. Hold a public hearing to discuss and consider Ordinance No. 07-2023-495 approving a zoning change to "R-3" Single Family Residential district for property located at 2001 E Main St, Crowley, legal description of First Church of the Nazarene Block 1 Lot 1 (First Church of the Nazarene property). **Case # ZR-2023-005**
6. Hold a public hearing to discuss and consider Ordinance No. 07-2023-496 approving a zoning change to "GC" General Commercial district for property located at 860 W Rendon Crowley Rd, legal description of John Steele Survey Abstract 1381 Tract 2C02. **Case # ZR-2023-006**
7. Hold a public hearing to discuss and consider Ordinance No. 07-2023-497 approving a zoning change from "R-2" Single Family Residential district to "GC" General Commercial district for property located at 720 S Hampton Rd, legal description of A B Fryear Survey Abstract 535 Tract 1E. **Case # ZR-2023-007**

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8. Hold a public hearing to discuss and consider Ordinance No. 07-2023-498 approving a zoning change from "GC" General Commercial district and "PD" Planned Development District to "GC" General Commercial district for a portion of the property located at the northeast corner of FM 1187 and Bus. FM 1187 (McCart), legal description of Mathew H Toler Survey Abstract 1547 Tract 1E1. **Case # ZR-2023-008**
9. Hold a public hearing to discuss and consider approval of Ordinance 07-2023-499 amending the planned development district amendment for Canoe Way planned development district, as requested by W Land Development, on an approximately 30.071 acre tract located at 970 S Hampton and 961, 1000, 1003, and 1011 W FM 1187, being two tracts of land located in the D. A. Kerr Survey Abstract 911 and the T. W. Toler Survey Abstract 1541, being those tracts described in a deed to Transcontinental Realty Investors, Inc., recorded in County Clerk's Filing Number D206224373, County Records, Tarrant County, Texas. ZCA-2023-004.

V. CITY BUSINESS

1. Discuss and consider approving Resolution R07-2023-388, a resolution approving a variance for an Alcoholic Beverage Permit Application submitted by Muzze & Co, for the business located at 122 S Tarrant St, known as Bread and Butter and; authorizing the City Secretary to certify the TABC permit application.
2. Discuss and consider approving Ordinance 10-2022-474, granting to ATMOS Energy Corporation, its successors and assigns, a franchise to construct maintain, and operate pipelines and equipment in the City of Crowley, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing for an effective date, a term of said Franchise; and providing for the repeal of all previous Franchise Ordinances.
3. Discuss and consider approval of Resolution R07-2023-391, amending the gas well permit for a pad site located at FM 1187 and Canoe Way and operated by Total, to change the driveway location from FM 1187 to Canoe Way.
4. Discuss and consider approving Ordinance 07-2023-490, amending Chapter 18 "Businesses", repealing Article V. "Door-to-Door Selling", and the provisions in Division 1 "Generally" and Division 2 "License" by replacing with a new Article V. Solicitation, Canvassing, and Handbill Distribution" in its entirety and establishing an effective date.
5. Discuss and consider approval of the Developer Agreement for Hunter's Ridge Phase2 with Bloomfield Homes.
6. Discuss and consider adoption of Ordinance 07-2023-488 an ordinance of the City Council of the City of Crowley, Texas, Ordering a Special Election to fill a vacancy to be held on September 23, 2023 for the purpose of electing a council member to Place 5 for the unexpired term ending May 2026; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.
7. Discuss and approve the first reading of Resolution R07-2023-390, 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 2023-10, Purchase of Main Street Property, to promote, develop and expand business development; providing for two separate readings in compliance with Section 505.158, Texas Local Government Code; and providing an effective date.
8. Discuss and consider approving an amendment to the City of Fort Worth Interlocal Agreement for participation in the Environmental Collection Center Household Hazardous Waste Program for a rate increase per household visit; and consider adoption of Ordinance 07-2023-489, an Ordinance of the City Council of the City of Crowley, Texas, amending Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances by adding a new section (19.1) Household Hazardous Waste

Voucher; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing for publication; and providing an effective date.

9. Discuss and consider adoption of Resolution R07-2023-389, a resolution of the City of Crowley, Texas, finding that Oncor Electric Delivery Company LLC's application to amend its distribution cost recovery factor and update generation riders to increase distribution rates within the city should be denied; authorizing participation with the Steering Committee of Cities served by ONCOR; authorizing hiring of legal counsel; and finding that the city's reasonable rate case expenses shall be reimbursed by the company.
10. Discuss and consider Budget Amendment #3 for FY 2022-2023 Crime Control and Prevention District, and consider and approve the purchase of equipment and materials in the amount of \$282,786.00.
11. Discuss and consider approving FY 2022-2023 Economic Development Corporation Budget Amendment #1 for purchase of equipment and materials in the amount of \$210,800.00; and Budget Amendment #2 for the property purchase of Project 2023-10 for \$1,030,000.00; and Budget Amendment #3 for economic incentive in the amount of \$60,000.00.
12. Discuss and consider approving an agreement with Magee Architects to carry out a design study and provide deliverables for the remodel of the old Fire Station #1 into additional office space.
13. Discuss and consider approval of Resolution R07-2023-391, authorizing the city manager to sign a release of easement for a 13,509 square foot access easement abutting Archbury Rd on a tract of land situated within the J. Steele Survey, Abstract Number 1381, City of Crowley, Tarrant County, Texas, located and recorded in instrument number D216180828, Deed Records, Tarrant County.

VI. ADJOURNMENT



**AGENDA
CROWLEY CITY COUNCIL
JULY 20, 2023
REGULAR SESSION - 7:00 p.m.**

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

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REGULAR SESSION - July 20, 2023 - 7:00 pm

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGE TO ALLEGIANCE TO THE AMERICAN AND TEXAS FLAGS

"I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation, under God, indivisible, with Liberty and Justice for all."

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible."

IV. PRESENTATIONS/PROCLAMATIONS

1. None.

V. CONSENT AGENDA

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VIII. ADVISORY BOARDS AND COMMISSIONS

1. Reports

None

2. Appointments/Reappointments

None

IX. PUBLIC COMMENT

If you wish to make a public comment or discuss subjects not listed on the agenda, please fill out a (yellow) Visitor's Participation card and submit to the City Secretary. There will be no formal actions taken on subjects presented during public comments. Please NOTE council may NOT address or converse with you regarding a NON-AGENDA ITEM. The public comment period will only allow members of the public to present ideas and information to the City Officials and Staff.

X. ITEMS OF COMMUNITY INTEREST

Items of community interest include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognitions of city officials, employees or citizens; reminders about upcoming 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

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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, July 20, 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.



Crowley City Council

WORK SESSION REPORT

Meeting Date:	July 20, 2023	Staff Contact:	Matt Elgin, Director of Utilities/Projects
Agenda Item:	II-1	E-mail:	melgin@ci.crowley.tx.us
		Phone:	817-297-2201 x3240

SUBJECT: Discuss need to increase water demand from the City of Fort Worth and the need for a third entry point.

BACKGROUND/DISCUSSION

The City of Crowley is experiencing both an increased population growth as well as an increased water demand. The City of Crowley has an existing wholesale water contract with the City of Fort Worth Water Department. Pursuant of our existing wholesale contract terms we may request additional connection points and water supplies from the City of Fort Worth Water Department. The wholesale contract also provides that the City of Crowley shall bear certain costs related to such system expansion requests.

The City of Crowley staff have been working with the City Engineering firm Teague, Nall & Perkins (TNP) to forecast the future needs of the City's water system. The City Engineer has provided projected water connection unit numbers as well as a proposed maximum MGD (Million Gallon per Day) amount. The City of Crowley staff has taken that information and been discussing options that may be available to us to expand our water supply with City of Fort Worth Water Department staff.

The City of Crowley system currently has two entry points at which we receive water from the Fort Worth Water system. The City of Fort Worth has confirmed that the existing Fort Worth Water distribution system capacity cannot support providing additional water at the existing entry points without undergoing expansion projects. The City of Fort Worth has agreed to the City of Crowley's request for a possible third entry point to meet the increased demand and minimize expansion projects to both existing entry points.

The City of Burleson and Bethesda Water Supply Cooperation are also experiencing an increase in water supply demands. These two other wholesale customers of the City of Fort Worth have also reached out to the City of Fort Worth requesting additional water supplies. The City of Fort Worth has engaged all four entities in design conversations to reach a shared solution to provide future water needs to all parties. This combined effort would result in a shared engineering and construction project.

The City of Fort Worth City Council met on June 27, 2023 and authorized the City of Fort Worth Water Department the ability to execute the necessary amendments to each wholesale customer to provide the increased capacity.

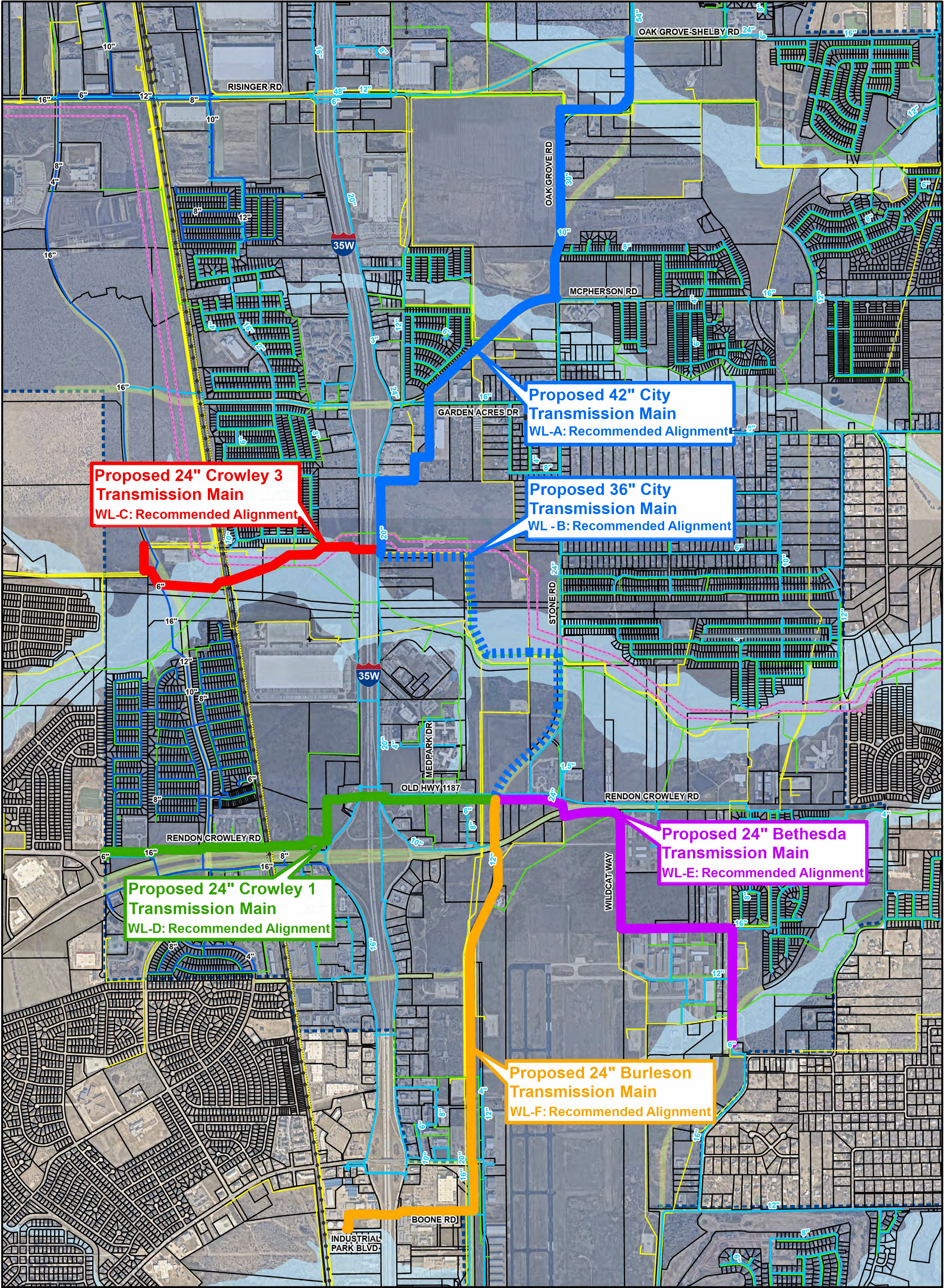
City staff will be bringing consent items pertaining to this item in future meetings. The intention of this discussion is to discuss the growing need for additional water supplies.

FINANCIAL IMPACT

Finance has recommended funding preliminary engineering services out of the 2016 CO Bond. The City will be responsible to participate in the construction costs necessary to provide this third entry point and additional water supply. The total construction costs are preliminary at this time.

ATTACHMENTS

- Preliminary Engineering Estimate
- Map Exhibit illustrating project scope



Southside II Proposed Alignments

- Proposed 42" City Main
- Proposed 36" City Main
- Proposed 24" Bethesda Main
- Proposed 24" Crowley 3 Main
- Proposed 24" Crowley 1 Main
- Proposed 24" Burleson Main

Legend

Existing Utilities

- Southside II Water Line
- Southside III Water Line
- Existing Sewer Line
- Existing Gas Line

Existing Railroad

- Centerline
- ROW

Background Data

- FEMA Floodplain
- Tarrant County Parcel
- City of Fort Worth Master Thoroughfare Plan ROW
- Fort Worth City Limits
- Existing TRWD IPL Easement/Corridor

N

1 inch = 800 feet

ENGINEERS ESTIMATE

Phases	Estimated Cost	Start	End	Crowley	Burleson	Bethesda	Fort Worth	Crowley	Burleson	Bethesda	Fort Worth
0-60% Design	\$2,348,401	8/22/22	3/4/24	23%	28%	21%	28%	\$537,181	\$651,211	\$496,925	\$663,084
60 - 100% Design (and construction services)	\$3,000,000	3/4/24	3/4/25	23%	28%	21%	28%	\$686,230	\$831,899	\$634,804	\$847,067
Easement Acquisition	\$4,912,000	10/1/24	2/1/26	23%	28%	21%	28%	\$1,123,587	\$1,362,096	\$1,039,386	\$1,386,931
Advertise, Bid, Award											
Construction: Segment A	\$13,500,000	Stage 1	Stage 1	29%	26%	14%	30%	\$3,947,932	\$3,530,670	\$1,925,820	\$4,095,578
Construction: Segment B	\$7,100,000	Stage 1	Stage 1	14%	36%	20%	30%	\$1,022,251	\$2,555,628	\$1,393,979	\$2,128,141
Construction: Segment C	\$5,800,000	Stage 2	Stage 2	62%	0%	0%	38%	\$3,590,909	\$0	\$0	\$2,209,091
Construction: Segment D	\$6,900,000	Stage 2	Stage 2	43%	0%	0%	57%	\$2,974,138	\$0	\$0	\$3,925,862
Construction: Segment E	\$6,000,000	deferred	deferred	0%	0%	78%	22%	\$0	\$0	\$4,702,194	\$1,297,806
Construction: Segment F	\$7,400,000	Stage 2	Stage 2	0%	100%	0%	0%	\$0	\$7,400,000	\$0	\$0
Construction: Stage 1		8/5/25	8/5/27								
Construction: Stage 2		7/31/26	1/29/28								
Total	\$56,960,401							\$13,882,227	\$16,331,504	\$10,193,109	\$16,553,560



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 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 June 15, 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 JUNE 15, 2023. The City Council of the City of Crowley, Texas met in Work Session on Thursday, June 15, 2023, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Council Member 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
 Mayor Pro-Tem Jimmy McDonald, City Council Place 5
 Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager Robert Loftin
 Deputy City Mngr/Finance Director, Lori Watson
 Asst City Mngr/EDC Director, Jack Thompson
 City Attorney, Rob Allibon
 City Secretary, Carol Konhauser
 Police Chief, Kit Long
 Planning and Comm Dev Director, Rachel Roberts
 Community Services Director, Cristina Winner
 HR Administrator, Lisa Hansen

Absent: Mayor Billy P. Davis

CALL TO ORDER/ ROLL CALL

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

DISCUSSION OF NON-ACTION ITEMS

- 1. None.**

CONSENT AGENDA

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

- 1. Discuss and consider approving the minutes from the regular meeting held June 1, 2023.**

No discussion.

PUBLIC HEARING

- 1. (a) Hold a public hearing on the Fiscal Year 2023-24 Proposed Budget for the City of Crowley Crime Control and Prevention District.**
(b) Discuss and consider approval/adoption of the Crime Control and Prevention District (CCPD) proposed FY 2023-24 Budget.

No discussion

CITY BUSINESS

- 1. Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for July 6, 2023.**

City Manager Robert Loftin explained to council that as of today, staff does not have any items they anticipate needing to be brought before council for the July 6, 2023 meeting, but as the date gets closer, there may be city business that would need to be discussed.

- 2. Discuss and consider a Bank Depository contract for a two-year period beginning August 1, 2023 to August 1, 2025, with the option to extend three additional years.**

No discussion

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:33 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD JUNE 15, 2023. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, June 15, 2023, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Council Member 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
 Mayor Pro-Tem Jimmy McDonald, City Council Place 5
 Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager Robert Loftin
 Deputy City Mngr/Finance Director, Lori Watson
 Asst City Mngr/EDC Director, Jack Thompson
 City Attorney, Rob Allibon
 City Secretary, Carol Konhauser
 Police Chief, Kit Long
 Planning and Comm Dev Director, Rachel Roberts
 Community Services Director, Cristina Winner
 HR Administrator, Lisa Hansen

Absent: Mayor Billy P. Davis

CALL TO ORDER/ ROLL CALL

Mayor Pro Tem Jimmy McDonald 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 June 15, 2023.**

Council Member Jim Hirth made the motion to approve the Consent Agenda item(s), second by Council Member Scott Gilbreath; council voted unanimously to approve the motion as presented. Motion carried 6-0.

PUBLIC HEARING

1. **(a) Hold a public hearing on the Fiscal Year 2023-24 Proposed Budget for the City of Crowley Crime Control and Prevention District.**
(b) Discuss and consider approval/adoption of the Crime Control and Prevention District (CCPD) proposed FY 2023-24 Budget.

Mayor Pro Tem McDonald opened the Public Hearing for the CCPD FY2023-24 proposed Budget at 7:03 p.m. and asked if there was anyone wishing to speak. As there were no speakers, Mayor Pro Tem McDonald closed the public hearing at 7:04 p.m.

Council Member Jesse Johnson made the motion to approve the proposed FY2023-24 for the Crowley Crime Control and Prevention District (CCPD); second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

CITY BUSINESS

1. **Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for July 6, 2023.**

Council Member Jim Hirth made the motion to cancel the regular scheduled council meeting for July 6, 2023, second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 6-0.

2. **Discuss and consider a Bank Depository contract for a two-year period beginning August 1, 2023 to August 1, 2025, with the option to extend three additional years..**

Council Member Jesse Johnson made the motion to approve the Bank Depository Contract with PNC bank; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:
None
2. Appointments/Reappointments:
None.

PUBLIC COMMENT

Mayor Pro Tem McDonald asked if there were any citizens or visitors wishing to speak.

ITEMS OF COMMUNITY INTEREST

Mayor Pro Tem McDonald then asked if there were any community interest items.

As there was no further business, Mayor Pro Tem Jimmy McDonald adjourned the meeting at 7:06 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-1

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider approval of Ordinance # 07-2023-491, approving a zoning change from “R-3” Single Family Residential district to “R-2” Single Family Residential district for property located at 405 Bryan Dr, legal description of Quail Creek Addition-Crowley Block 16 Lot 3. **Case # ZR-2023-001**

BACKGROUND AND OVERVIEW	
Request	Rezone to R-2 Single-Family Residential
Applicant	City-initiated
Location	405 Bryan Dr (see attached maps)
Surrounding Uses	Single-family residential
Surrounding Zoning	R-2 Single-Family Residential
Future Land Use Plan Designation	Low-Density Single Family Residential
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

NOTE: There are eight zoning change requests on the July 20 Council agenda. All eight cases are corrections of zoning map errors.

CURRENT STATUS OF PROPERTY

This property is in the Quail Creek neighborhood in the northwest part of Crowley. The rest of the neighborhood surrounding this lot is zoned R-2 Single Family Residential district. When the city updated the zoning map last year, this property was mistakenly shown as R-3 Single Family Residential, which was a rezoning. The rezoning was due solely to map error; it was not the intention to rezone this property at that time.

STAFF REVIEW

Because the purpose of this rezoning is to return to correct a map error by returning the property to the (current equivalent of) the previous zoning classification, staff did not conduct an in-depth review of this rezoning for compliance with the comprehensive land use plan, but it does conform to the Future Land Use Plan.

Usually, staff review rezoning requests for compatibility with the surrounding neighborhood and potential for adverse impact. Those factors were, for the most part, already considered when staff proposed the new zoning map last year, and this rezoning would give the property the identical zoning as the properties around it, so the zoning would be compatible and would not have an adverse impact.

STAFF RECOMMENDATION

Staff recommend approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions

The motions provided below are for the Council members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance # 07-2023-491.

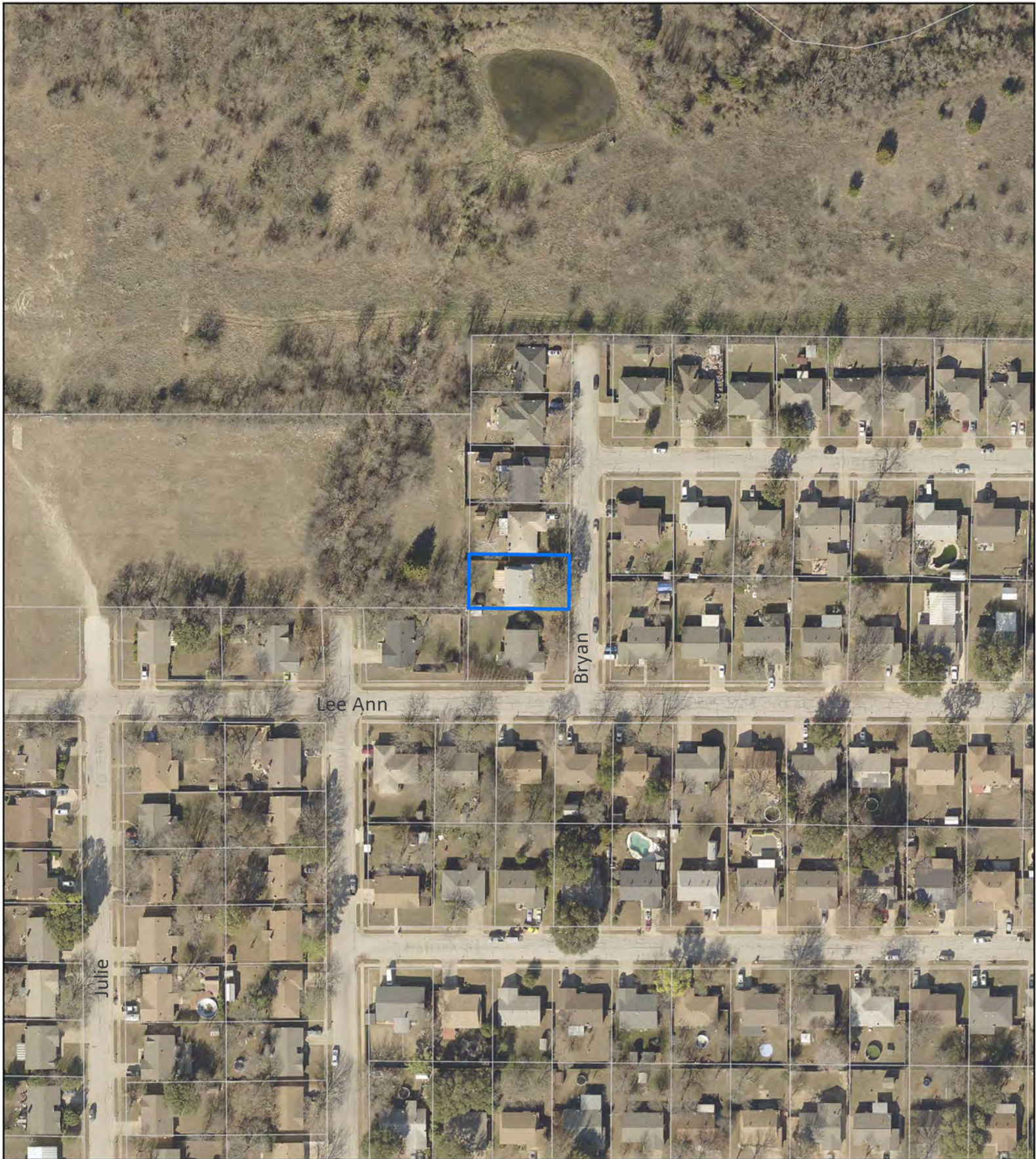
Approve with conditions: I make a motion to approve Ordinance # 07-2023-491 with the following condition(s) [**list condition(s)**].

Deny: I make a motion to deny Ordinance # 07-2023-491.

Postpone: I make a motion to continue Case # ZR-2023-001 until _____ [state date].

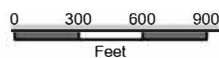
ATTACHMENTS:

- Map of site
- Map showing location of all map error rezoning cases (Cases ZR-2023-001 to ZR-2023-008)
- Current zoning map
- List of old zoning district names and new zoning district names
- Ordinance # 07-2023-491

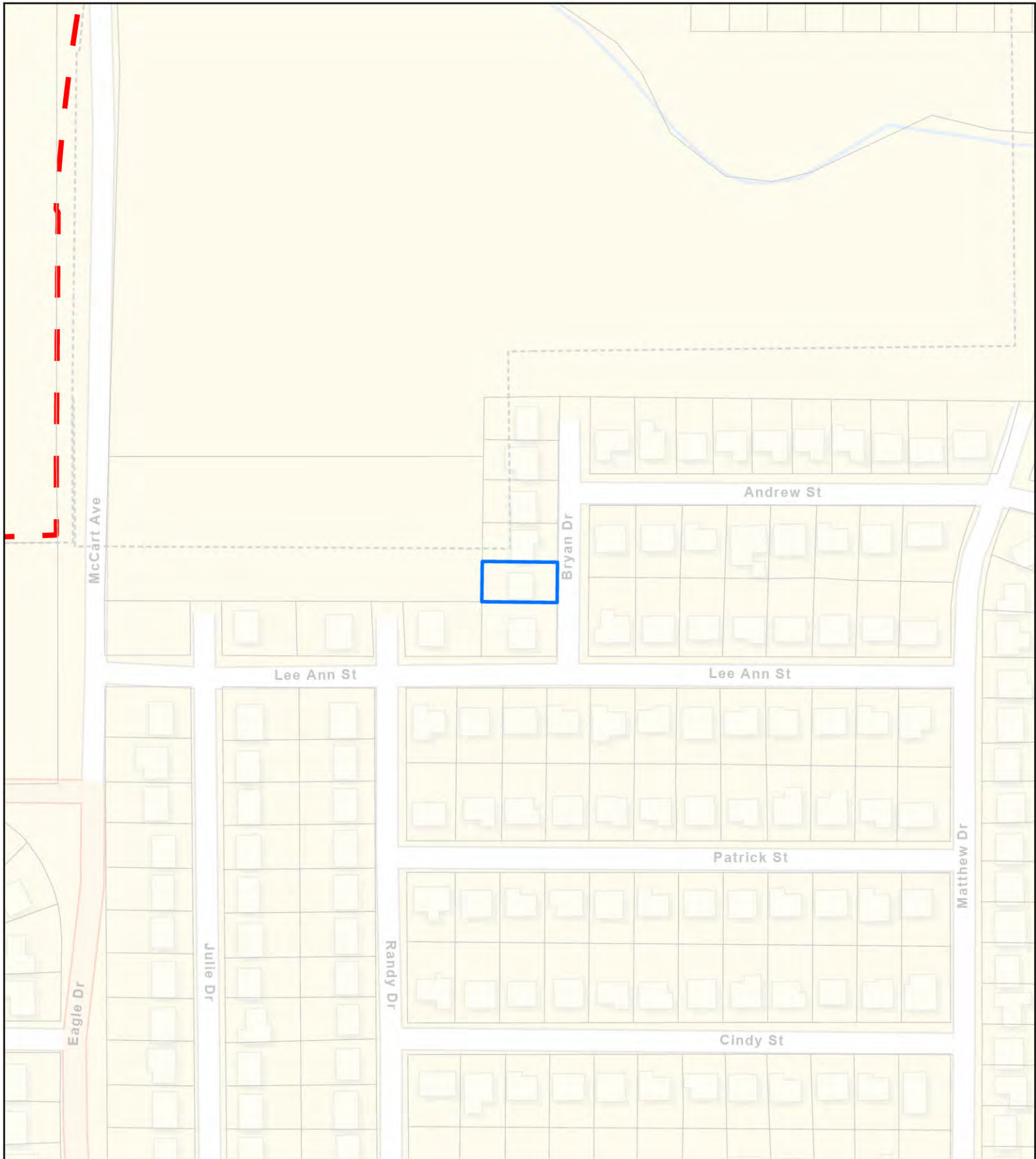


6/7/2023

ZR-2023-001
 Adopted Zoning: R-3
 Intended Zoning: R-2

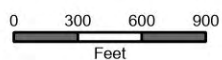


DISCLAIMER
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 for legal, engineering, or surveying purposes.
 Users of this information, should review or consult
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 to ascertain the usability of the information.

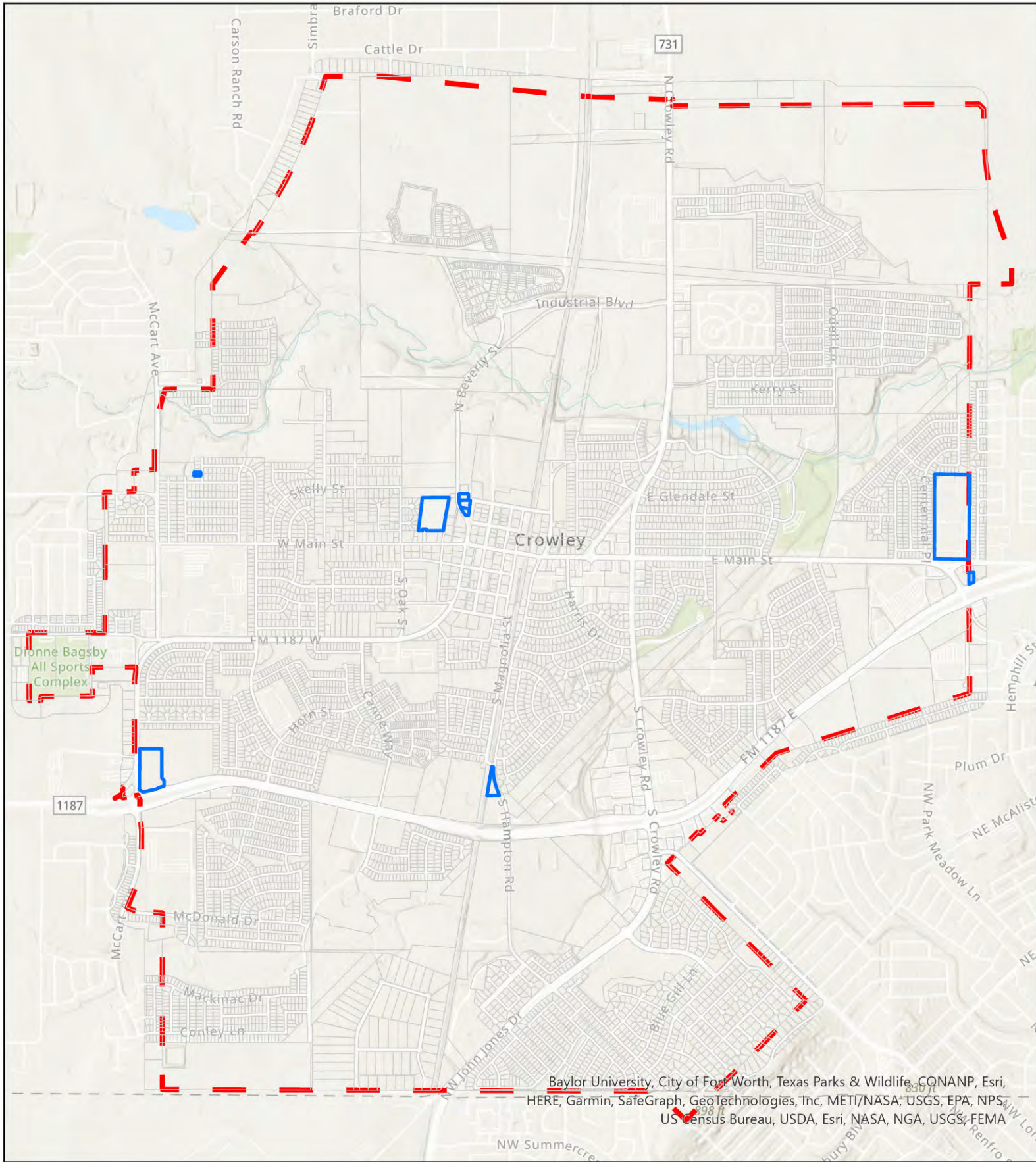


6/3/2023

Zoning Map Errors ZR-2023-001

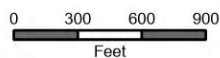


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6/3/2023

Zoning Map Errors ZR-2023-001 to ZR-2023-008



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Table 106.7-1: Zoning District Conversions	
Old Zoning Categories	New Zoning District Classifications
Residential Districts	
Agricultural (AG)	AG – Agricultural
Single-Family 20 (SF-20)	R-1 Single Family Residential
Single-Family 9.6 (SF-9.6)	R-2 Single Family Residential
Single-Family 8.4 (SF-8.4)	
Single-Family 7.2 (SF-7.2)	R-3 Single Family Residential
Single-Family 6.0 (SF-6.0)	R-4 Single Family Residential
Two-Family (2F)	MR – Mixed Residential
Multifamily (MF)	MF – Multifamily
Manufactured Homes (MH)	MH – Manufactured Home
Nonresidential Districts	
Commercial Districts	
Restricted Commercial (RC)	OC – Office Commercial
General Commercial (GC)	GC – General Commercial
Industrial (I)	I – Industrial
Community Services Districts	
-	CP – Civic-Public
Special Districts	
Planned Development (PD)	PD – Planned Development
	Mixed-Use
-	MU-C – Mixed-Use Core
-	MU-T – Mixed-Use Transition
-	MU-N – Mixed-Use Neighborhood
	Downtown
	DT-C – Downtown Core
	DT-G – Downtown General
	DT-E – Downtown Edge
General/Overlays	
Industrial Overlay	-
Downtown Overlay	-

ORDINANCE NO 07-2023-491

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION FROM R-3 SINGLE FAMILY RESIDENTIAL (R-3) DISTRICT TO R-2 SINGLE FAMILY RESIDENTIAL (R-2) DISTRICT ON LOT 3, BLOCK 16 OF THE QUAIL CREEK ADDITION; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently rezoned the Property described below as R-3 Single Family Residential, whereas the intended zoning was R-2 Single Family Residential; and

WHEREAS, the City now desires to correct the error by rezoning the Property from its current classification of R-3 Single Family Residential (R-3) District to R-2 Single Family Residential (R-2) District; and

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the

Property more particularly described on the attached Exhibit “A” (the “Property”) from R-3 Single Family Residential (R-3) District to R-2 Single Family Residential (R-2) District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Lot 3, Block 16 of Quail Creek Addition – Crowley, an addition to the City of Crowley, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-81, Page 27, Plat Records, Tarrant County, Texas, Instrument Number D173011584.



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-2

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider Ordinance No. 07-2023-492 approving a zoning change from “R-2” Single Family Residential district to “R-3” Single Family Residential district for property located at 109 Midway Dr, legal description of Sylvester S Reynolds Survey Abstract 1316 Tract 3G. **Case # ZR-2023-002**

BACKGROUND AND OVERVIEW	
Request	Rezone to R-3 Single Family Residential district
Applicant	City-initiated
Location	109 Midway Dr (see attached maps)
Surrounding Uses	Single family residential; undeveloped/vacant land
Surrounding Zoning	Karis PD; R-4 Single Family Residential; Mixed Residential
Future Land Use Plan Designation	High Density Single Family Residential
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

Before the zoning map update last year, this property was zoned SF-7.2 Single Family Residential district. The SF-7.2 district was renamed the R-3 Single Family Residential district as part of the zoning code update. When the map was updated, this property was mistakenly shown as an R-2 district, which was a rezoning. The rezoning was due solely to a map error; it was not the intention to rezone this property.

Surrounding Properties and Neighborhood

The surrounding areas are primarily residential, with single family residential uses to the west and east, vacant land (future Karis PD) to the north, and office and single family uses to the south.

STAFF REVIEW

Because the purpose of this rezoning is to return to the previous zoning in order to correct a map error, staff did not review this rezoning for compliance with the comprehensive land use plan.

Usually, staff review rezoning requests for compatibility with the surrounding neighborhood and for potential for adverse impact. Those factors were, for the most part, already considered when staff proposed the new zoning map last year, and for this property, no rezoning was considered necessary by staff, and

the intent had been to retain the zoning that was already in place.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions

The motions provided below are for the Council members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 07-2023-492.

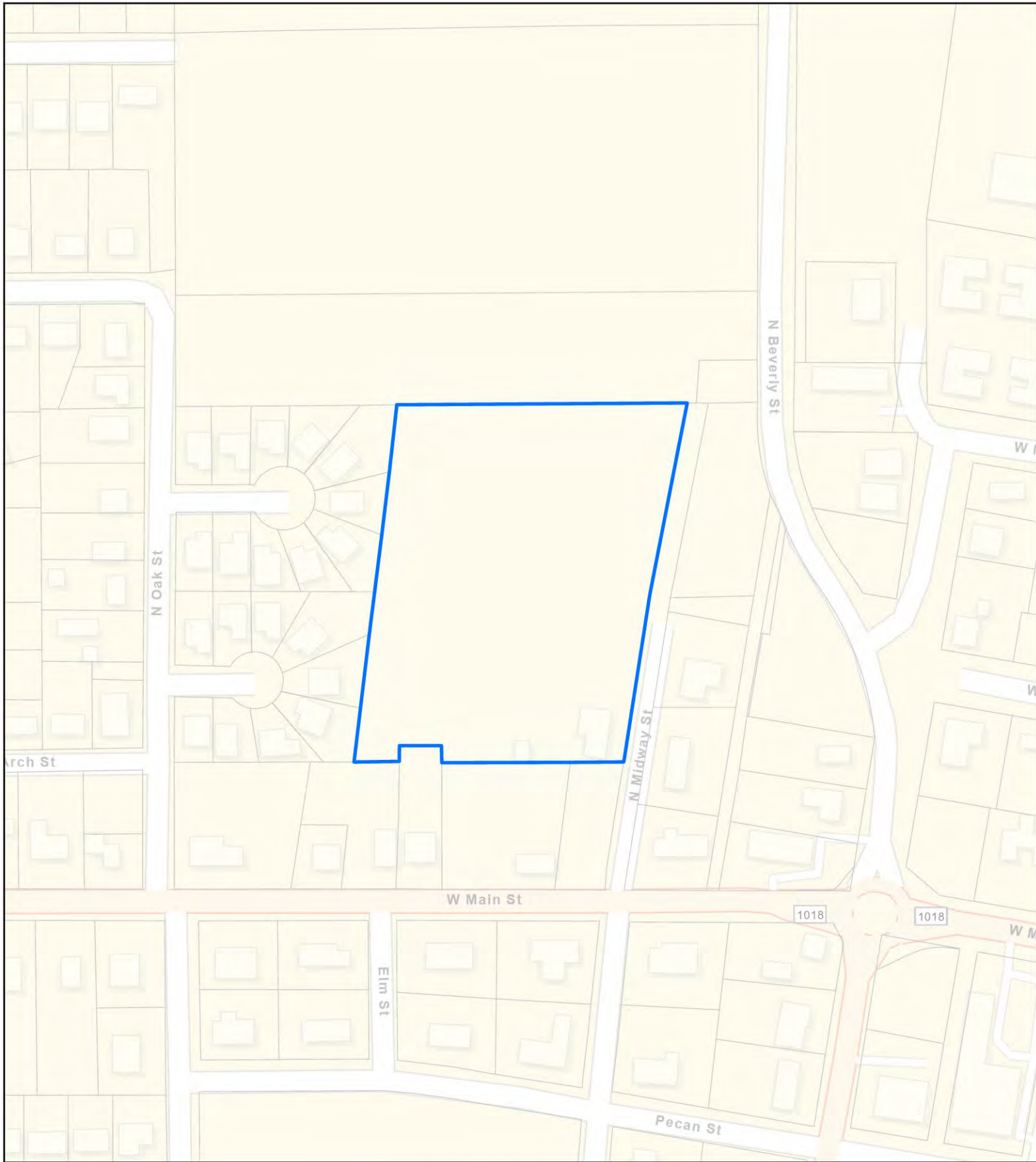
Approve with conditions: I make a motion to approve Ordinance No. 07-2023-492 with the following condition(s) [**list condition(s)**].

Deny: I make a motion to deny Ordinance No. 07-2023-492.

Postpone: I make a motion to continue Case # ZR-2023-002 until _____ [state date].

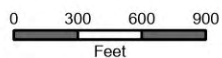
ATTACHMENTS:

- Map of site
- Ordinance No. 07-2023-492



6/3/2023

Zoning Map Errors ZR-2023-002



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6/7/2023

ZR-2023-002
Adopted Zoning: R-2
Intended Zoning: R-3

0 300 600 900
Feet



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ORDINANCE NO 07-2023-492

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION FROM R-2 SINGLE FAMILY RESIDENTIAL (R-2) DISTRICT TO R-3 SINGLE FAMILY RESIDENTIAL (R-3) DISTRICT ON AN APPROXIMATE 5.75 ACRE TRACT LOCATED IN THE SYLVESTER S REYNOLDS SURVEY, ABSTRACT NUMBER 1316, TARRANT COUNTY, BEING ONE OF THE TRACTS DESCRIBED IN TARRANT COUNTY DEED RECORDS INSTRUMENT D216047167; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently rezoned the property as R-2 Single Family Residential, whereas the intended zoning was R-3 Single Family Residential; and

WHEREAS, the City now desires to correct the error by rezoning the Property from its current classification of R-2 Single Family Residential (R-2) District to R-3 Single Family Residential (R-3) District; and,

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the Property more particularly described on the attached Exhibit "A" (the "Property") from R-2 Single Family Residential (R-2) District to R-3 Single Family Residential (R-3) District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

This ordinance shall be in full force and effect from and after its passage and publication as required

by law, and it is so ordained.

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

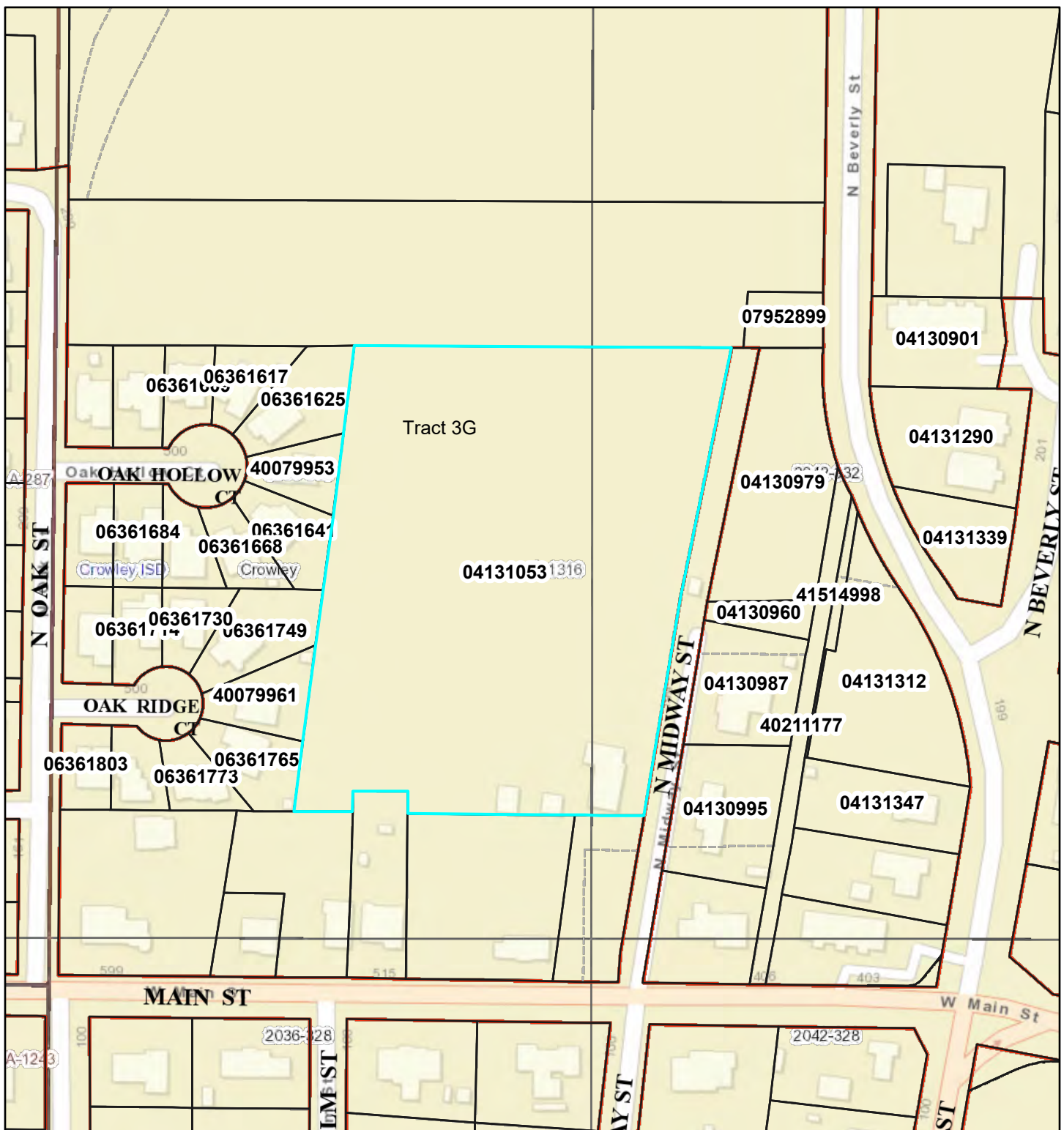
Rob Allibon, City Attorney

EXHIBIT A

LEGAL DESCRIPTION













Being an approximate 5.75 acre tract in the Sylvester S. Reynolds Survey Abstract 1316, Tarrant County, Texas, being that same tract identified as Tract 3G by the Tarrant Appraisal District, and being a portion of that same property conveyed to David McMillion by Instrument No. D216047167, Deed Records, Tarrant County, Texas, Instrument Number and as further shown on the attached map.

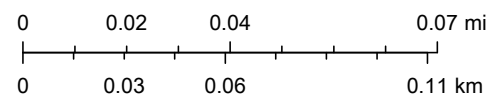
Exhibit 'A'



6/2/2023, 2:05:43 PM

1:2,437

 Data	 Parcel Split Line	 Map_Grid
 BPP	 Private Road	 Schools
 Boundary Lines	 ROW	 City Limits
 Parcel Line	 HistoricLot	 Abstracts



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, IS/GIS



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-3

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider Ordinance No. 07-2023-493 approving a zoning change to “DT-G” Downtown General district for property located at 201 & 209 N Beverly, legal description of Sylvester S Reynolds Survey Abstract 1316 Tracts 10 & 10D (First Presbyterian Church). **Case # ZR-2023-003**

BACKGROUND AND OVERVIEW	
Request	Rezone to Downtown General
Applicant	City-initiated
Location	N Beverly & Monarch (previously N Industrial) (see attached map)
Surrounding Uses	Single family residential; Multifamily
Surrounding Zoning	Mixed Residential; Industrial; Downtown General
Future Land Use Plan Designation	Institutional/Community
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

This rezoning request is for two adjacent properties owned by the First Presbyterian Church. The northern parcel is in use for church purposes, and the southern parcel is vacant. The church is an historic structure and has been in the downtown area for more than 100 years.

When the zoning map was updated last year, this property was mistakenly shown without a zoning district. Before the map update, the property was zoned Two-Family Residential. When the zoning map was updated, the intent was to rezone this property to be included in the Downtown zoning district. Churches are permitted in any zoning district, so the rezoning will not create a non-conforming use.

STAFF REVIEW

Because the purpose of this rezoning is to correct a map error, staff did not conduct the usual review in terms of compliance with the comprehensive land use plan or compatibility with the surrounding area and potential for adverse impact; suitability of the proposed zoning was already considered when staff

proposed the new zoning map last year. Given that churches are allowed in any zoning district and that much of the surrounding area is also zoned as part of Downtown district, staff do not anticipate any adverse impact and consider the zoning district to be compatible with the neighborhood.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions

The motions provided below are for the Council members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 07-2023-493.

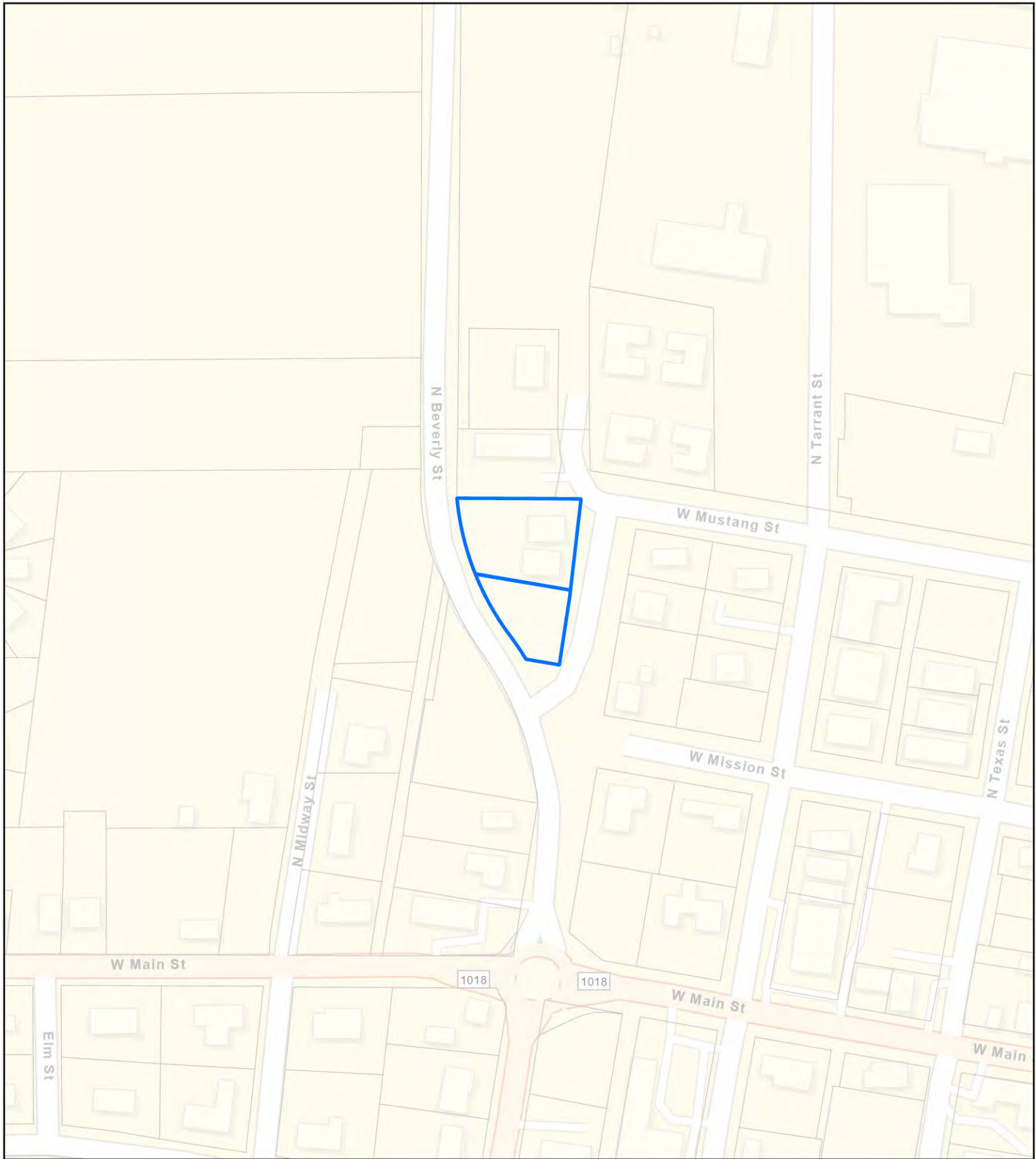
Approve with conditions: I make a motion to approve Ordinance No. 07-2023-493 with the following condition(s) [list condition(s)].

Deny: I make a motion to deny Ordinance No. 07-2023-493.

Postpone: I make a motion to continue Case # ZR-2023-003 until _____ [state date].

ATTACHMENTS:

- Map of site
- Ordinance No. 07-2023-493



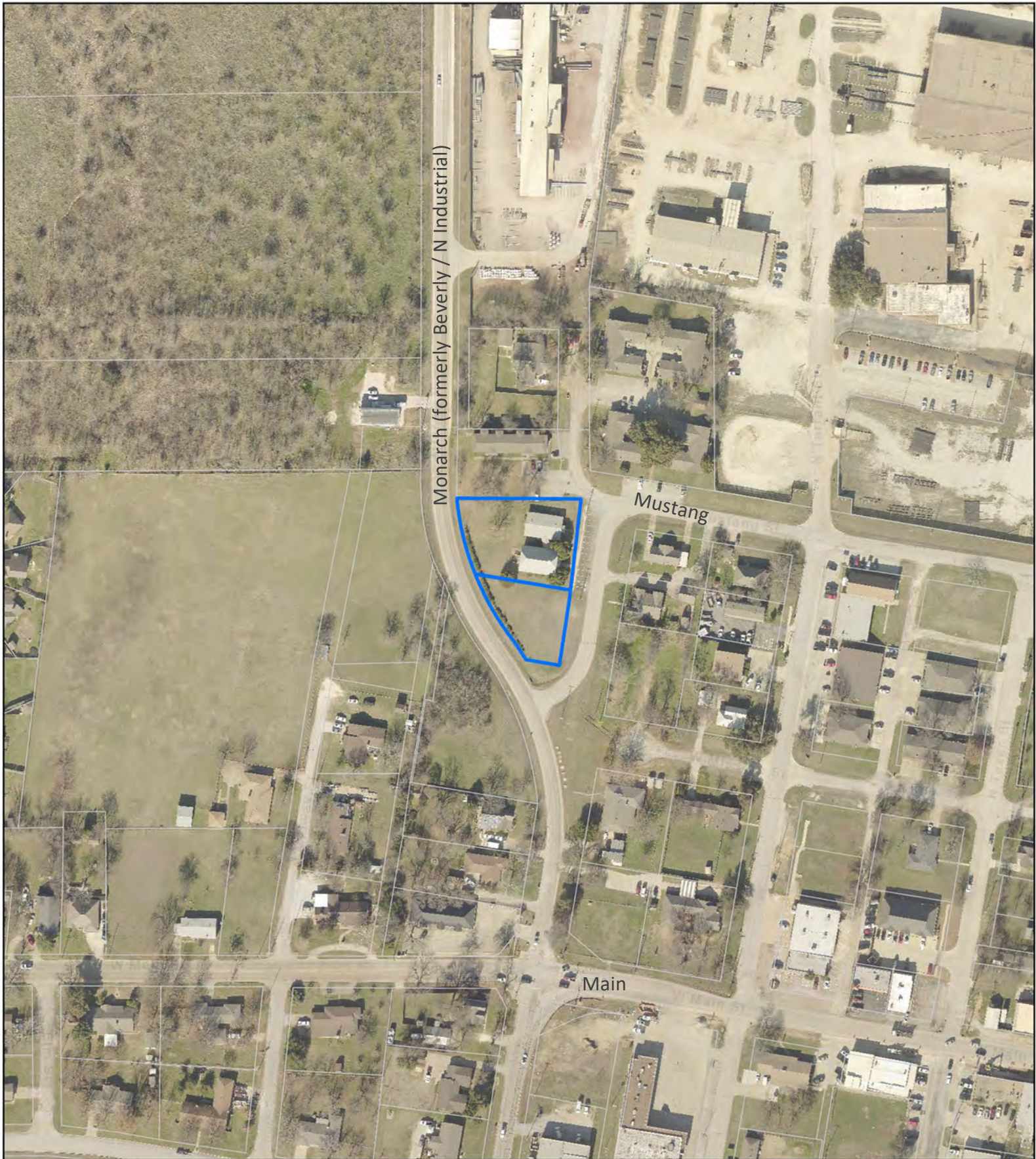
6/3/2023

Zoning Map Errors ZR-2023-003

0 300 600 900
Feet

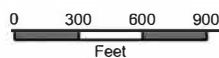


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6/7/2023

ZR-2023-003
 Adopted Zoning: n/a
 Intended Zoning: DT-G



DISCLAIMER
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 Users of this information, should review or consult
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ORDINANCE NO 07-2023-493

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION TO “DT-G” DOWNTOWN GENERAL DISTRICT ON AN APPROXIMATE 0.54 ACRE AND 0.30 ACRE TRACT LOCATED IN THE SYLVESTER S REYNOLDS SURVEY, ABSTRACT NUMBER 1316, TARRANT COUNTY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently showed the Property without a zoning classification, whereas the intended zoning was “DT-G” Downtown General District; and

WHEREAS, the City now desires to correct the error by rezoning the Property to the “DT-G” Downtown General District; and

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the

Property more particularly described on the attached Exhibit “A” (the “Property”) to Downtown-General (DT-G) District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Being an approximate 0.54 acre and 0.30 acre tract in the Sylvester S. Reynolds Survey Abstract 1316, Tarrant County, Texas, being those same tracts identified as Tract 10 and Tract 10D, Sylvester S Reynolds Survey by the Tarrant Appraisal District, and as further shown below.

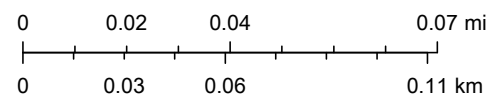
Exhibit 'A' – Map of Tract 10



6/2/2023, 5:21:31 PM

1:2,437

- | | | |
|----------------|-------------------|-------------|
| Data | Parcel Split Line | Map_Grid |
| BPP | Private Road | Schools |
| Boundary Lines | ROW | City Limits |
| Parcel Line | HistoricLot | Abstracts |















Esri, HERE, Garmin, INCREMENT P, NGA, USGS, IS/GIS

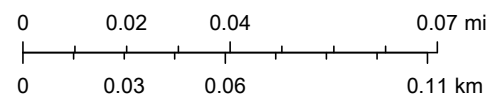
Exhibit 'A' – Map of Tract 10D



6/2/2023, 5:23:19 PM

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 Data	 Parcel Split Line	 Map_Grid
 BPP	 Private Road	 Schools
 Boundary Lines	 ROW	 City Limits
 Parcel Line	 HistoricLot	 Abstracts



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, IS/GIS



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-4

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider Ordinance No. 07-2023-494 approving a zoning change to “MR” Mixed Residential district for property located at 301 N Beverly, legal description of Sylvester S Reynolds Survey Abstract 1316 Tract 1A. **Case # ZR-2023-004.**

BACKGROUND AND OVERVIEW	
Request	Rezone to Mixed Residential
Applicant	City-initiated
Location	Northernmost part of N Beverly (where the road dead-ends)
Surrounding Uses	Church; Multifamily; Manufacturing; Single family Residential
Surrounding Zoning	Mixed Residential; Industrial; Karis PD; Downtown General
Future Land Use Plan Designation	Multifamily Residential
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

This property is at the end of N Beverly. To the north is one property zoned Mixed Residential with a single family residential structure, and beyond that are the AZZ manufacturing facilities, which are zoned Industrial. This property is bounded by Monarch (previously Industrial/Beverly) to the west, AZZ to the east, and the Presbyterian Church to the south.

Prior to the map update, this property was zoned Two Family Residential district. The Two Family Residential district was replaced by the Mixed Residential district, and staff had intended to recommend this property be zoned Mixed Residential as part of the map update, but unfortunately, the property was shown on the map with no zoning designation. Like the Two Family district, the Mixed Residential district is also intended to allow for duplex residential uses; however, unlike the Two Family district, the Mixed Residential district does not allow multifamily use. If the rezoning is approved, this property will become nonconforming. The use would be grandfathered and would be able to continue as a legal use, but it would not be able to expand.

STAFF REVIEW

Because the purpose of this rezoning is to correct a map error, staff did not conduct the usual review in terms of compliance with the comprehensive land use plan or compatibility with the surrounding area and potential for adverse impact; suitability of the proposed zoning was already considered when staff proposed the new zoning map last year. With that said, staff do not expect the MR designation to create the potential for an adverse impact on the surrounding area.

STAFF RECOMMENDATION

Staff recommend approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions

The motions provided below are for the Council members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 07-2023-494.

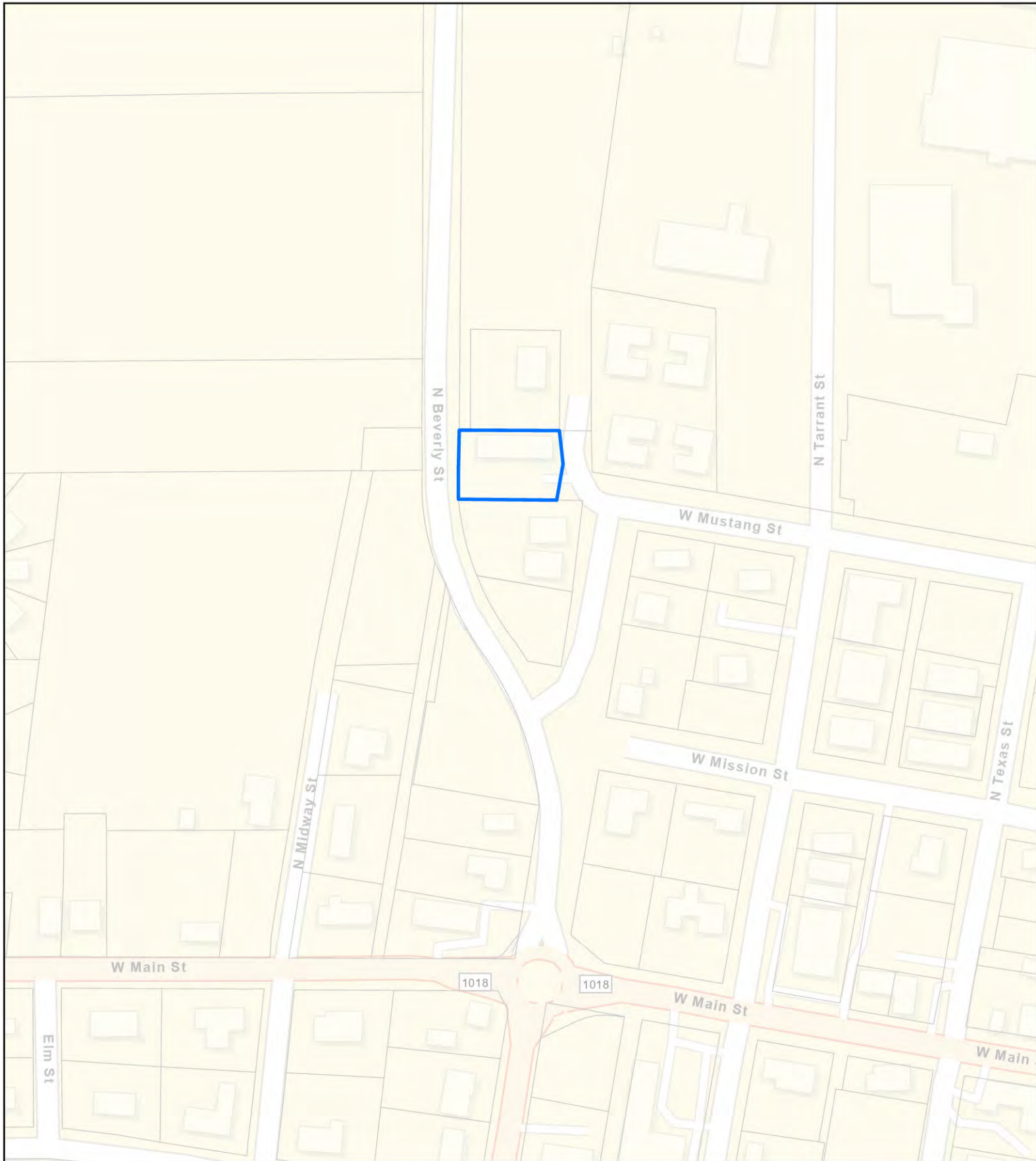
Approve with conditions: I make a motion to approve Ordinance No. 07-2023-494 with the following condition(s) [**list condition(s)**].

Deny: I make a motion to deny Ordinance No. 07-2023-494.

Postpone: I make a motion to continue Case # ZR-2023-004 until _____ [state date].

ATTACHMENTS:

- Map of site
- Current zoning map
- Ordinance approving the rezoning



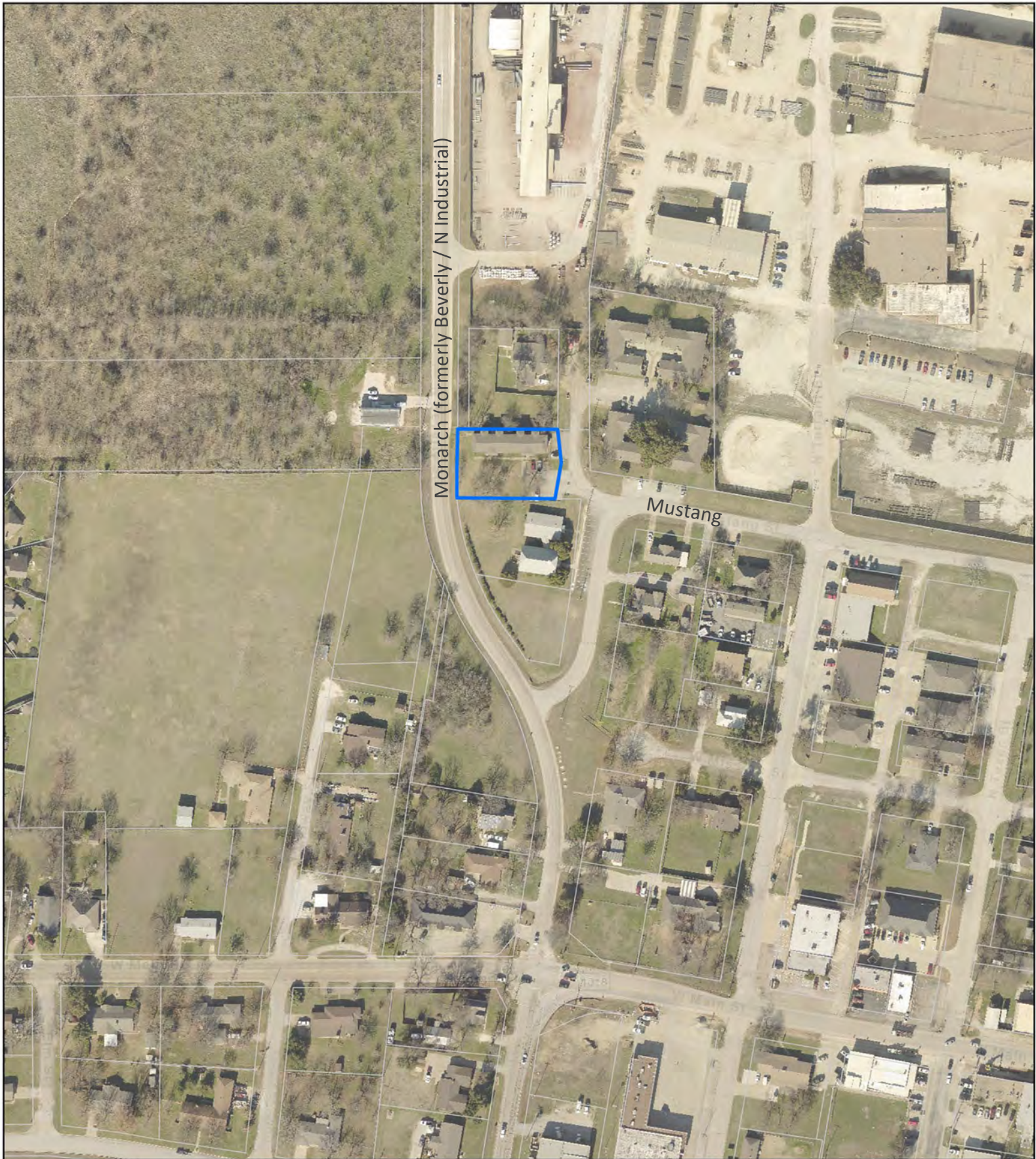
6/3/2023

Zoning Map Errors ZR-2023-004

0 300 600 900
Feet

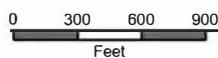


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6/7/2023

ZR-2023-004
Adopted Zoning: N/A
Intended Zoning: MR



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ORDINANCE NO 07-2023-494

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION TO MIXED RESIDENTIAL (MR) DISTRICT ON AN APPROXIMATE 0.406 ACRE TRACT LOCATED IN THE SYLVESTER S REYNOLDS SURVEY, ABSTRACT NUMBER 1316, TARRANT COUNTY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently showed the Property without a zoning classification, whereas the intended zoning was Mixed Residential (MR) District; and

WHEREAS, the City now desires to correct the error by rezoning the Property to the Mixed Residential (MR) District; and

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the

Property more particularly described on the attached Exhibit “A” (the “Property”) to Mixed Residential (MR) District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

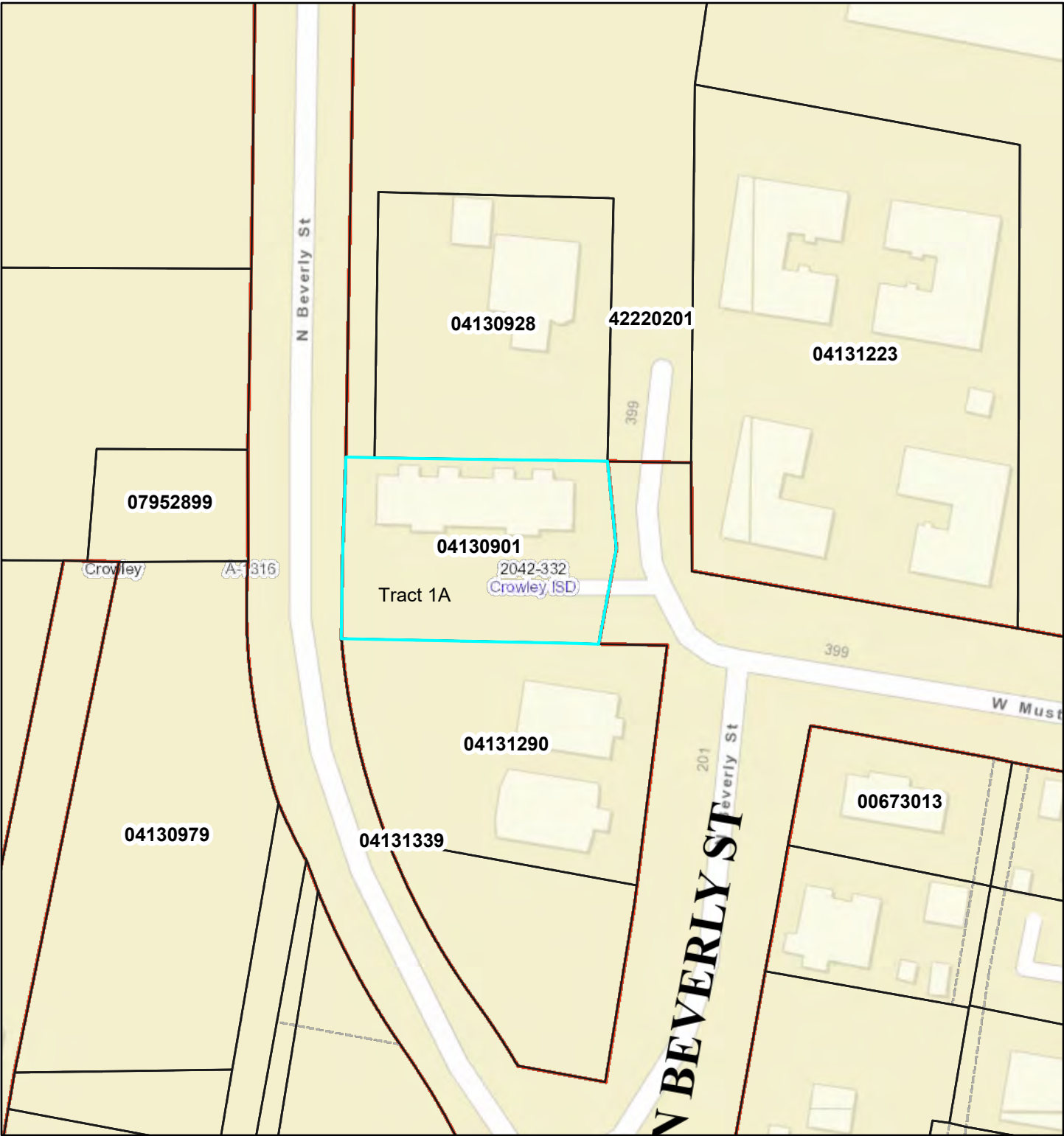
Rob Allibon, City Attorney

EXHIBIT A













LEGAL DESCRIPTION

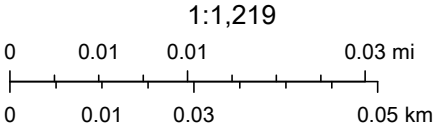
Being an approximate 0.406 acre tract in the Sylvester S. Reynolds Survey Abstract 1316, Tarrant County, Texas, being that same tract identified as Tract 1A Sylvester S Reynolds Survey by the Tarrant Appraisal District and being one of the tracts conveyed by a Special Warranty Deed, Instrument Number D220044083, Deed Records, Tarrant County, Texas, and as further shown on the map below.

Exhibit 'A' – Tract 1A



6/2/2023, 8:21:49 PM

- | | | |
|---|---|---|
|  Data |  Parcel Split Line |  Map_Grid |
|  BPP |  Private Road |  Schools |
|  Boundary Lines |  ROW |  City Limits |
|  Parcel Line |  HistoricLot |  Abstracts |



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, IS/GIS



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-5

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider Ordinance No. 07-2023-495 approving a zoning change to “R-3” Single Family Residential district for property located at 2001 E Main St, Crowley, legal description of First Church of the Nazarene Block 1 Lot 1 (First Church of the Nazarene property). **Case # ZR-2023-005**

BACKGROUND AND OVERVIEW	
Request	Rezone to R-3 Single Family Residential
Applicant	City-initiated
Location	Eastern end of Main St at city limits (see attached map)
Surrounding Uses	Single family residential; vacant commercial; Wal-Mart shopping center
Surrounding Zoning	R-4 Single Family Residential; General Commercial
Future Land Use Plan Designation	Institutional/Community
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

This property is located near the eastern city limits on Main St. It is owned and operated by the First Church of the Nazarene. The property is surrounded to the north, east, and west by single family residential. To the south is the Wal-Mart shopping center and vacant commercially-zoned property.

Prior to last year’s map update, the property was zoned SF-7.2 Single Family Residential district. The SF-7.2 district was renamed the R-3 district, and that’s how this property should have been shown on the new zoning map. Unfortunately, the property was shown without a zoning classification.

STAFF REVIEW

Because the purpose of this rezoning is to correct a map error, staff did not conduct the usual review in terms of compliance with the comprehensive land use plan or compatibility with the surrounding area and potential for adverse impact; suitability of the proposed zoning for this property was already considered when staff proposed the new zoning map last year. And because churches are permitted in any zoning

district, the actual zoning designation will not affect the use of the property as a church site.

STAFF RECOMMENDATION

Staff recommend approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions

The motions provided below are for the Council members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 07-2023-495.

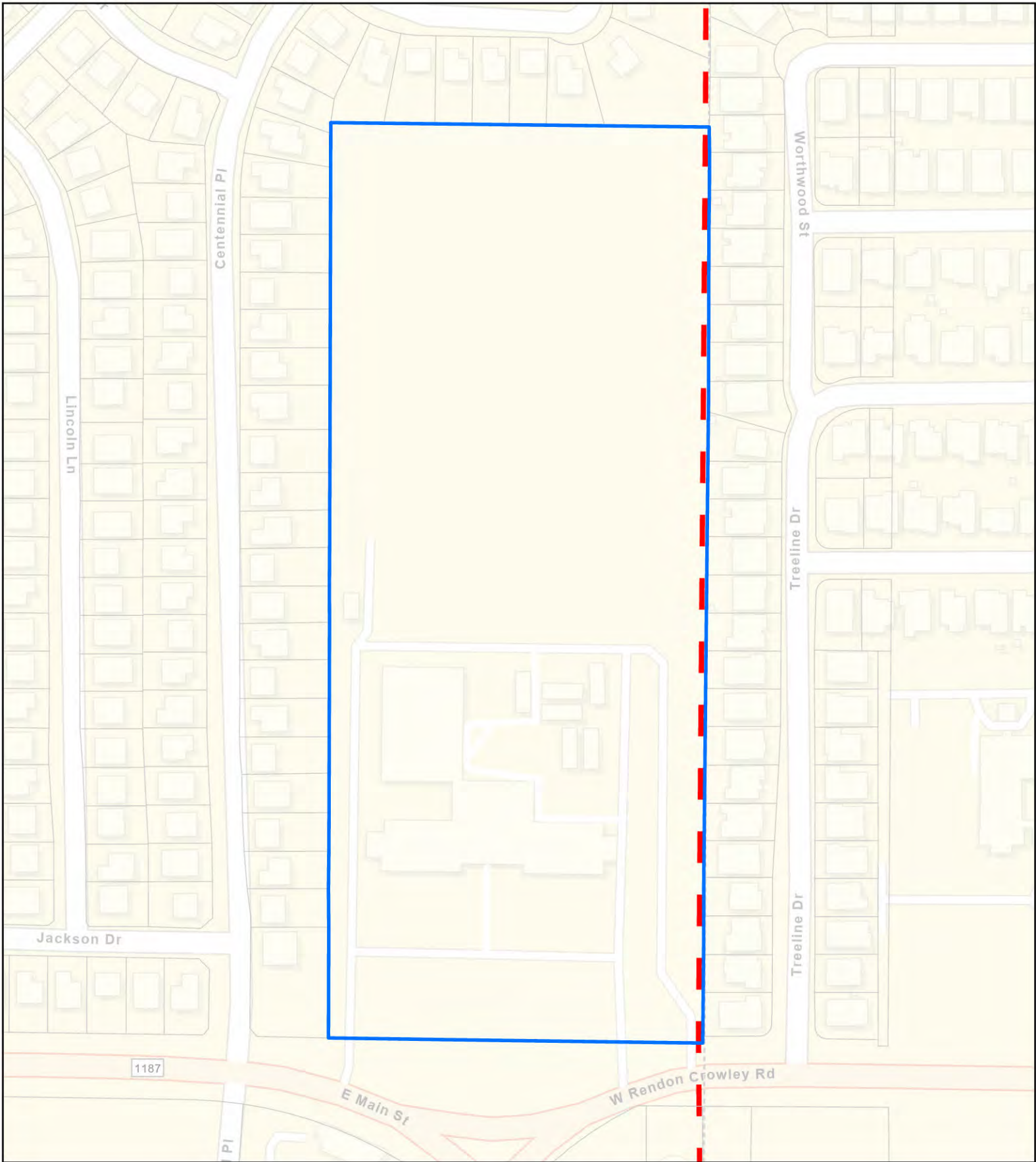
Approve with conditions: I make a motion to approve Ordinance No. 07-2023-495 with the following condition(s) [**list condition(s)**].

Deny: I make a motion to deny Ordinance No. 07-2023-495.

Postpone: I make a motion to continue Case # ZR-2023-005 until _____ [state date].

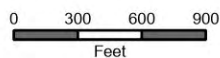
ATTACHMENTS:

- Map of site
- Current zoning map
- Ordinance No. 07-2023-495

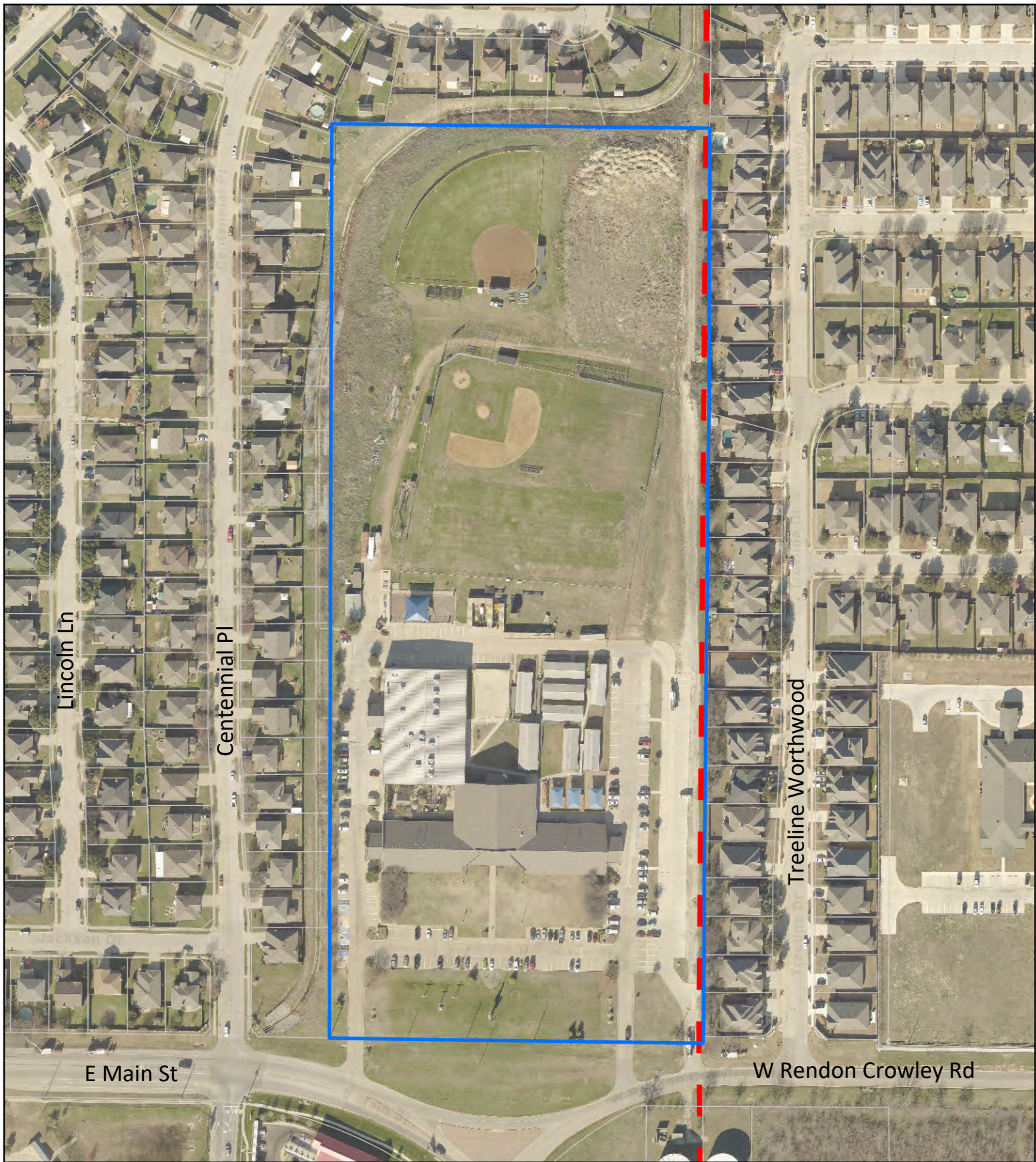


6/3/2023

Zoning Map Errors ZR-2023-005

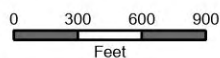


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6/7/2023

ZR-2023-005
 Adopted Zoning: N/A
 Intended Zoning: R-3



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ORDINANCE NO 07-2023-495

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION TO R-3 SINGLE-FAMILY RESIDENTIAL (R-3) DISTRICT ON LOT 1, BLOCK 1, FIRST CHURCH OF THE NAZARENE ADDITION, TARRANT COUNTY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently showed the Property without a zoning classification, whereas the intended zoning was R-3 Single Family Residential District; and

WHEREAS, the City now desires to correct the error by rezoning the Property to the R-3 Single Family Residential District;

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the

Property more particularly described on the attached Exhibit "A" (the "Property") to R-3 Single Family Residential (R-3) District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1 of First Church of the Nazarene Addition, an addition to the City of Crowley, Tarrant County, Texas according to the plat recorded in Cabinet A Slide 11891, Plat Records, Tarrant County, Texas, Instrument Number D207151529.

10/4
D207151529
A11891

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS THAT FIRST CHURCH OF THE NAZARENE OF FORT WORTH, INC. BY AND THROUGH THE UNDERSIGNED, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A 19.9879 ACRE TRACT OUT OF THE JOHN STEELE SURVEY, ABSTRACT NO. 1381, TARRANT COUNTY, TEXAS, BEING A PORTION OF THAT TRACT CONVEYED TO FIRST CHURCH OF THE NAZARENE OF FORT WORTH, INC. (NAZARENE TRACT), BY WARRANTY DEED RECORDED IN VOLUME 7750, PAGE 1757, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING ALL OF THAT TRACT DESCRIBED AS TRACT ONE IN THE CONFIRMATION, RENEWAL AND EXTENSION OF DEED OF TRUST RECORDED IN VOLUME 10182, PAGE 1642 OF SAID DEED RECORDS, SAID SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" STEEL ROD AT THE SOUTHEAST CORNER OF SAID NAZARENE TRACT, AT A POINT LYING NORTH 00°33'14" EAST, 25.00 FEET; AND NORTH 88°31'00" WEST, 720.70 FEET (BOTH BEING DEED CALLS) FROM THE SOUTHWEST CORNER OF THE WILLIAM STONE SURVEY, ABSTRACT NO. 1400, IN THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET (FORMERLY KNOWN AS RENDON CROWLEY ROAD), A PUBLIC STREET WITH A VARIABLE WIDTH, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EDGEWOOD, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 10182, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 88°27'59" WEST ALONG THE SOUTH LINE OF SAID NAZARENE TRACT AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST MAIN STREET, 599.73 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF SAID NAZARENE TRACT; AND ALONG THE SOUTHWEST CORNER OF BLOCK C, CENTENNIAL COLONY, BEING A PORTION OF THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 6902, OF SAID PLAT RECORDS;

THENCE NORTH 00°34'14" EAST (BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID NAZARENE TRACT AND ALONG THE EAST LINE OF SAID BLOCK C, 1451.98 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHWEST CORNER OF SAID NAZARENE TRACT, AND AT THE SOUTHWEST CORNER OF LOT 26 OF SAID BLOCK C;

THENCE SOUTH 88°28'32" EAST ALONG THE NORTH LINE OF SAID NAZARENE TRACT AND ALONG THE SOUTH LINE OF SAID BLOCK C, 599.68 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHEAST CORNER OF SAID NAZARENE TRACT, AND IN THE WEST LINE OF BLOCK D OF SAID EDGEWOOD ADDITION;

THENCE SOUTH 00°34'08" WEST ALONG THE EAST LINE OF SAID NAZARENE TRACT AND ALONG THE WEST LINE OF SAID BLOCK D, 1452.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING 19.9879 ACRES (870.671 SQUARE FEET) OF LAND, MORE OR LESS.



D207151529 3034
A11891
TARRANT COUNTY TAX OFFICE
BETSY PRICE
Tax Assessor-Collector
100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com

TAX CERTIFICATE FOR ACCOUNT : 00005702305
AD NUMBER: 00005702305
CERTIFICATE NO: 42404633
COLLECTING AGENCY
BETSY PRICE
PO BOX 06018
FORT WORTH TX 76161-0018

REQUESTED BY
GRANT ENGINEERING
3244 HEMPILL
FORT WORTH TX 76110

PAGE 1 OF 1
DATE: 3/16/2007
FEE: \$10.00
PROPERTY DESCRIPTION
LUCAS, JOHN H SURVEY
ABST 932 TR 2A/ABST 1381 TR 1B
PORTION WITH EXEMPTION
(80% OF LAND VALUE)
0002001 E MAIN ST
20 ACRES

PROPERTY OWNER
FIRST CHURCH OF THE NAZARENE
2001 E MAIN ST
CROWLEY TX 760364111

This is to certify that the ad valorem records of the Tarrant County Tax Assessor-Collector reflect the tax, interest, and other statutory fees that have been assessed and are now due to the taxing entities and for the year or years set out below for the described property herein. The Tarrant County Tax Assessor-Collector makes no certification as to the amount of tax, interest, or other fees assessed by or due any taxing entity for the year or years for which the Tax Assessor-Collector did not have the statutory duty to collect or keep records of such collection. Additional taxes, penalties, or fees due on the described property, which are not reflected herein, if the said described property is or is receiving any special assessment or special assessment levies. This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

YEAR	TAX UNIT	AMOUNT DUE	TOTAL
2006	CITY OF CROWLEY	0.00	
2006	CROWLEY ISD	0.00	
2006	JPS HEALTH NETWORK	0.00	
2006	Tarrant County	0.00	
2006	TARRANT COUNTY COLLEGE	0.00	
			\$0.00

ISSUED TO: GRANT ENGINEERING
ACCOUNT NUMBER: 00005702305
TOTAL CERTIFIED TAX: \$0.00

BY: *[Signature]* TARRANT COUNTY TAX OFFICE
BY: *[Signature]* TARRANT COUNTY TAX OFFICE

OWNER'S DEDICATION

DOES HEREBY ADOPT THIS PLAT WHICH CORRECTLY REPRESENTS ITS PLAN FOR SUBDIVISION, SAID LAND TO BE HEREAFTER KNOWN AS:

LOT 1, BLOCK 1
FIRST CHURCH OF THE NAZARENE ADDITION
AN ADDITION TO THE CITY OF CROWLEY
TARRANT COUNTY, TEXAS

AND DOES HEREBY DEDICATE TO THE PUBLIC'S USE THE STREETS AND EASEMENTS AS SHOWN HEREON IN WITNESS WHEREOF, I HEREBY SET MY SIGNATURE HERETO FOR THE PURPOSES AND CONSIDERATION EXPRESSED THIS 24 DAY OF APRIL, 2007.

C. B. GLIDDEN, PASTOR
FIRST CHURCH OF THE NAZARENE OF FORT WORTH, INC.

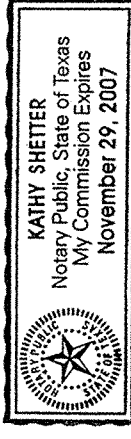
ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED C. B. GLIDDEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED HERETO, AND HE ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THE 24 DAY OF April, 2007.

MY COMMISSION EXPIRES:
11-29-2007

[Signature]
NOTARY PUBLIC
STATE OF TEXAS



Submitted: CITY OF CROWLEY/CHERYL MCCLAIN

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/02/2007 03:25 PM
Instrument #: D207151529

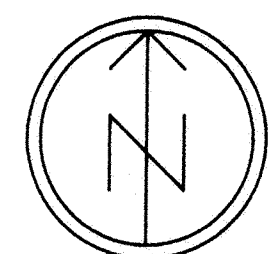
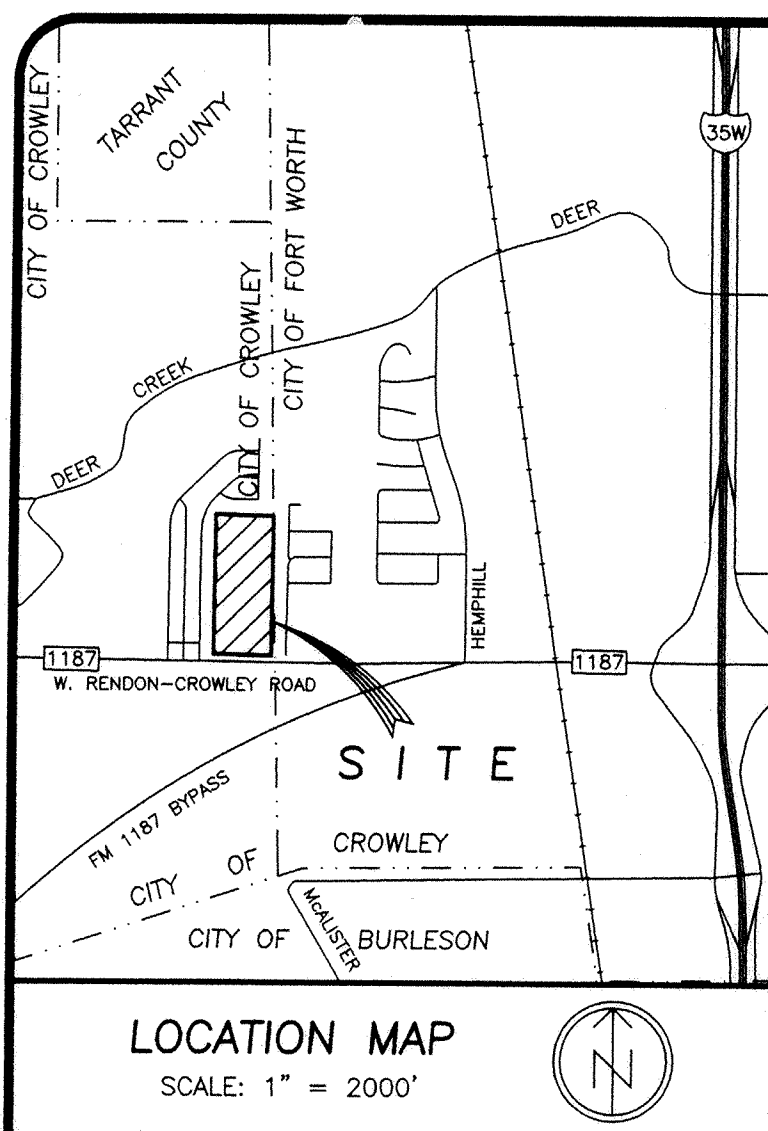
PLAT A 5 PGS \$67.00

By: *[Signature]*



D207151529

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



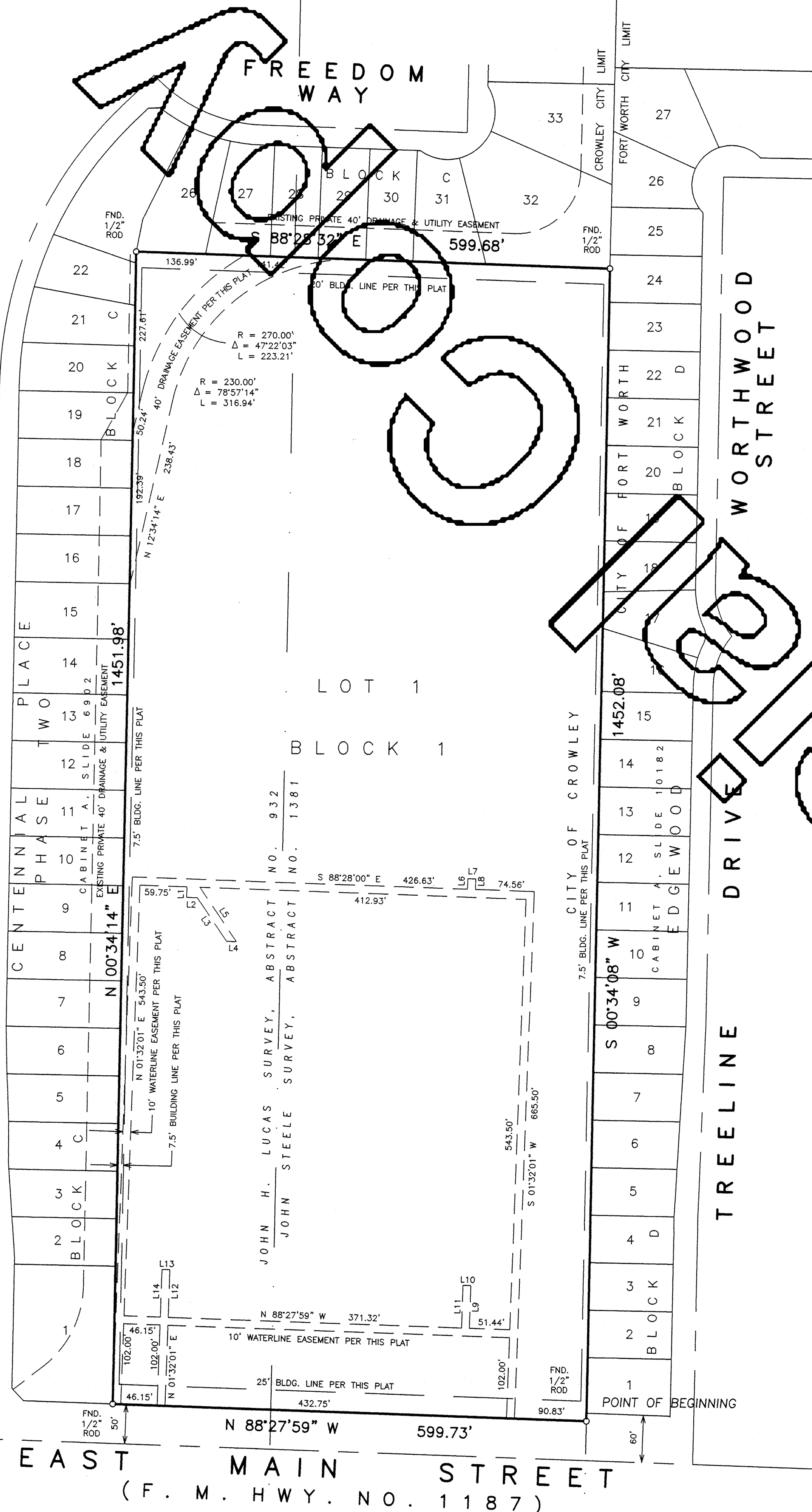
SCALE: 1" = 100'

OWNER:
FIRST CHURCH OF THE NAZARENE
OF FORT WORTH, INC.
C. B. GLIDDEN, PASTOR
2001 EAST MAIN STREET
CROWLEY, TEXAS 76036
817-297-7003

SURVEYOR:
GRANT ENGINEERING, INC.
3244 HEMPHILL STREET
FORT WORTH, TEXAS 76110-4014
817-923-3131 VOICE
817-923-4141 FAX

LINE TABLE		
L1	S 01°32'01" W	13.25'
L2	S 88°27'59" E	13.51'
L3	S 34°34'21" E	66.11'
L4	S 88°27'59" E	12.38'
L5	N 34°34'21" W	82.51'
L6	N 01°32'01" E	13.25'
L7	S 88°27'59" E	10.00'
L8	S 01°32'01" W	13.25'
L9	N 01°32'01" E	54.01'
L10	N 88°27'59" W	10.00'
L11	S 01°32'01" W	54.01'
L12	N 01°32'01" E	60.31'
L13	N 88°27'59" W	10.00'
L13	S 01°32'01" W	60.31'

CENTENNIAL PLACE



OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF TARRANT
KNOW ALL MEN BY THESE PRESENTS THAT FIRST CHURCH OF THE NAZARENE OF FORT WORTH, INC., BY AND THROUGH THE UNDERSIGNED, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A 19.9879 ACRE TRACT OUT OF THE JOHN STEELE SURVEY, ABSTRACT NO. 1381 AND THE JOHN H. LUCAS SURVEY, ABSTRACT NO. 932, IN THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, BEING A PORTION OF THAT TRACT CONVEYED TO FIRST CHURCH OF THE NAZARENE OF FORT WORTH, INC. (NAZARENE TRACT), BY WARRANTY DEED RECORDED IN VOLUME 7750, PAGE 1757, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING ALL OF THAT TRACT DESCRIBED AS TRACT ONE IN THE CONFIRMATION, RENEWAL AND EXTENSION OF DEED OF TRUST RECORDED IN VOLUME 10182, PAGE 1642 OF SAID DEED RECORDS, SAID SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" STEEL ROD AT THE SOUTHEAST CORNER OF SAID NAZARENE TRACT, AT A POINT LYING NORTH 00°33'14" EAST, 25.00 FEET; AND NORTH 88°31'00" WEST, 720.70 FEET (BOTH BEING DEED CALLS) FROM THE SOUTHWEST CORNER OF THE WILLIAM STONE SURVEY, ABSTRACT NO. 1400, IN THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET (FORMERLY KNOWN AS RENDON CROWLEY ROAD), A PUBLIC STREET WITH A VARIABLE WIDTH, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EDGEWOOD, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 10182, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 88°27'59" WEST ALONG THE SOUTH LINE OF SAID NAZARENE TRACT AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST MAIN STREET, 599.73 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF SAID NAZARENE TRACT, AND AT THE SOUTHWEST CORNER OF LOT 1, BLOCK C, CENTENNIAL PLACE, PHASE TWO, AN ADDITION TO THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 6902, OF SAID PLAT RECORDS;

THENCE NORTH 00°34'14" EAST (BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID NAZARENE TRACT AND ALONG THE EAST LINE OF SAID BLOCK C, 1451.98 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHWEST CORNER OF SAID NAZARENE TRACT, AND AT THE SOUTHWEST CORNER OF LOT 26 OF SAID BLOCK C;

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THENCE SOUTH 00°34'08" WEST ALONG THE EAST LINE OF SAID NAZARENE TRACT AND ALONG THE WEST LINE OF SAID BLOCK D, 1452.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING 19.9879 ACRES (870,671 SQUARE FEET) OF LAND, MORE OR LESS.

DOES HEREBY ADOPT THIS PLAT WHICH CORRECTLY REPRESENTS ITS PLAN FOR SUBDIVISION, SAID LAND TO BE HEREINAFTER KNOWN AS:

LOT 1, BLOCK 1
FIRST CHURCH OF THE NAZARENE ADDITION
AN ADDITION TO THE CITY OF CROWLEY
TARRANT COUNTY, TEXAS

AND DOES HEREBY DEDICATE TO THE PUBLIC'S USE THE STREETS AND EASEMENTS AS SHOWN HEREON IN WITNESS WHEREOF, I HEREBY SET MY SIGNATURE HERETO FOR THE PURPOSES AND CONSIDERATION EXPRESSED THIS 24 DAY OF APRIL, 2007.

C. B. GLIDDEN, PASTOR
FIRST CHURCH OF THE NAZARENE OF FORT WORTH, INC.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED C. B. GLIDDEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED HERETO, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THE 24 DAY OF APRIL, 2007.

MY COMMISSION EXPIRES:

11/29/07



NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEMA MAP WITH THE FOLLOWING DESIGNATION:

ZONE X COMMUNITY 480591 PANEL 0530-H EFF. DATE 8-02-95

CABINET A SLIDE 11891

Grant Engineering, Inc.

Engineers Surveyors Planners
3244 Hemphill Street Fort Worth, Texas 76110-4014 817-923-3131

D207151529 CITY APPROVAL

APPROVED AND ACCEPTED

C. A. McClain
C. A. McClain

4-26-07

DIRECTOR, COMMUNITY DEVELOPMENT
CITY OF CROWLEY, TEXAS

DATE

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF CROWLEY, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING MINOR PLAT OF THE FIRST CHURCH OF THE NAZARENE ADDITION TO THE CITY OF CROWLEY WAS SUBMITTED AS REQUIRED BY THE ORDINANCES OF THE CITY OF CROWLEY ON THE 24 DAY OF APRIL, 2007.

WITNESS BY HAND THIS 24th DAY OF April, 2007.

Martina Garcia
MARTINA GARCIA

4-26-07

CITY SECRETARY
CITY OF CROWLEY, TEXAS

DATE

PLAT RECORDED IN

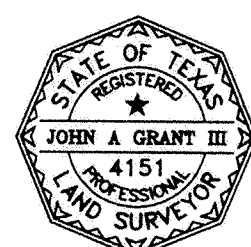
CABINET A

SLIDE 11891

DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS AS FOUND BY A BOUNDARY SURVEY PERFORMED ON THE GROUND IN FEBRUARY, 2007, AND THAT THE LOT CORNERS HAVE BEEN SET ACCORDING TO THE LINES AND DIMENSIONS AS SHOWN HEREON.



John A. Grant III 4-24-07

JOHN A. GRANT, III
REGISTERED PROFESSIONAL
LAND SURVEYOR 4151

COUNTY CLERK
TARRANT COUNTY, TEXAS

5/2/07 3:29

MINOR PLAT
LOT 1, BLOCK 1
FIRST CHURCH
OF THE
NAZARENE ADDITION

AN ADDITION TO THE
CITY OF CROWLEY
TARRANT COUNTY, TEXAS

A 19.9879 ACRE TRACT OUT OF THE
JOHN STEELE SURVEY, ABSTRACT NO. 1381
AND THE
JOHN H. LUCAS SURVEY, ABSTRACT NO. 932
TARRANT COUNTY TEXAS

MARCH, 2007
19.9879 ACRES
1 NON-RESIDENTIAL LOT



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-6

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider Ordinance No. 07-2023-496 approving a zoning change to “GC” General Commercial district for property located at 860 W Rendon Crowley Rd, legal description of John Steele Survey Abstract 1381 Tract 2C02. Case # **ZR-2023-006**

BACKGROUND AND OVERVIEW	
Request	Rezone to General Commercial
Applicant	City-initiated
Location	FM 1187 at the eastern city limits (see attached maps)
Surrounding Uses	Vacant commercial; city water storage tanks
Surrounding Zoning	General Commercial; “E” Neighborhood Commercial (adjacent property in Fort Worth city limits)
Future Land Use Plan Designation	Traditional Suburban Commercial
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

This property was mistakenly shown in the map update without zoning district. It was zoned General Commercial prior to the map update. It had been zoned GC in 2021 after it was annexed into the city through a boundary adjustment with Fort Worth. The property immediately to the east is in the city of Fort Worth and has a commercial zoning designation. The property to the west is zoned General Commercial, and to the north are the City of Crowley water tanks. FM 1187 runs along the southern side of the property.

STAFF REVIEW

Because the purpose of this rezoning is to correct a map error, staff did not conduct the usual review in terms of compliance with the comprehensive land use plan or compatibility with the surrounding area and potential for adverse impact; suitability of the proposed zoning for the property in question was already considered when the property was rezoned in 2021, and the area around this site have not had any changes that would change the analysis from that time..

STAFF RECOMMENDATION

Staff recommend approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions

The motions provided below are for the Council members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 07-2023-496.

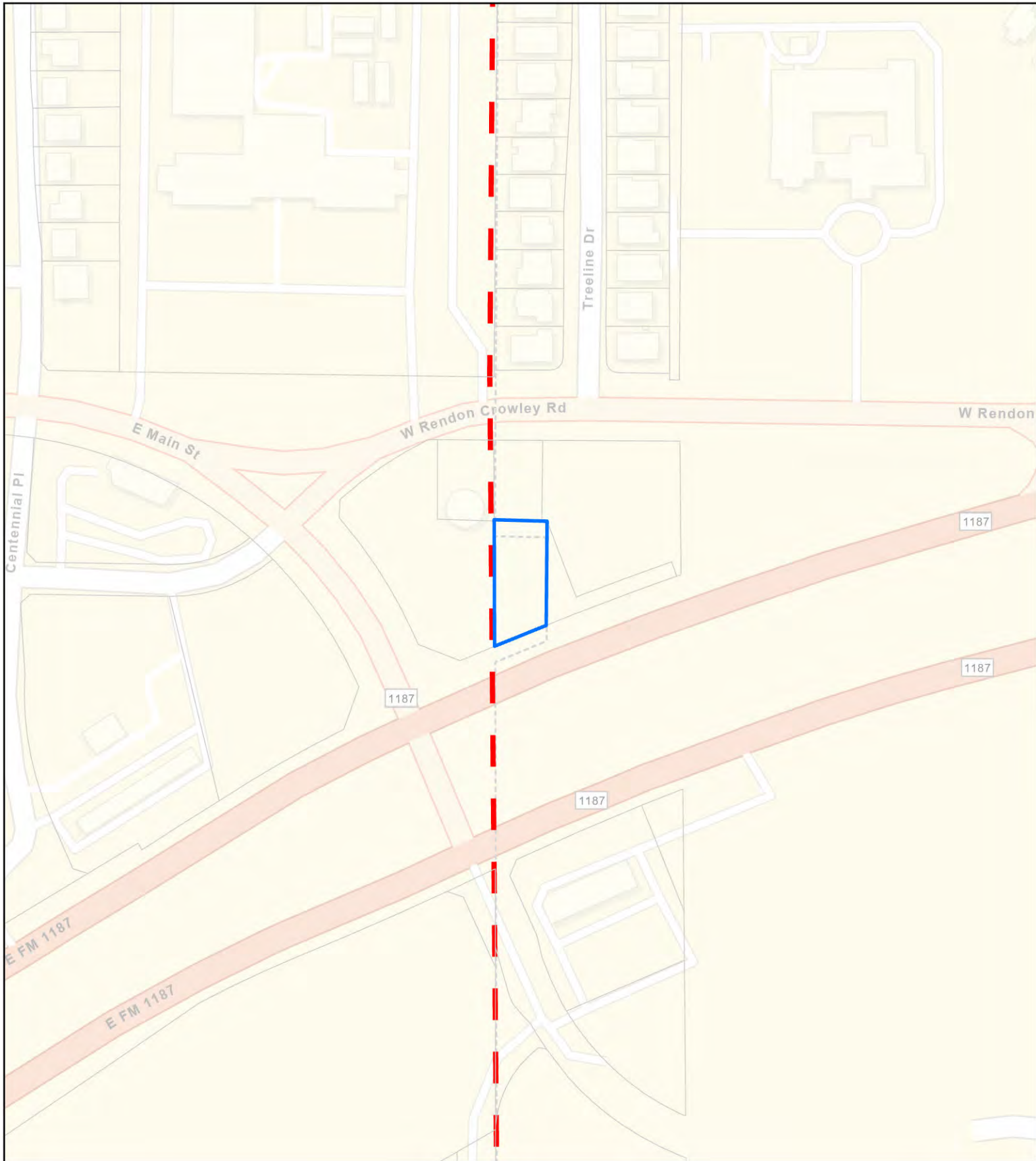
Approve with conditions: I make a motion to approve Ordinance No. 07-2023-496 with the following condition(s) [**list condition(s)**].

Deny: I make a motion to deny Ordinance No. 07-2023-496.

Postpone: I make a motion to continue Case # ZR-2023-006 until _____ [state date].

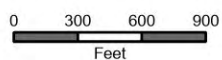
ATTACHMENTS:

- Map of site
- Zoning map
- Ordinance approving the rezoning



6/3/2023

Zoning Map Errors ZR-2023-006

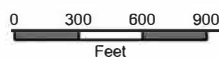


DISCLAIMER
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information, should review or consult the primary data and information sources to ascertain the usability of the information.



6/7/2023

ZR-2023-006
Adopted Zoning: N/A
Intended Zoning: GC



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.

ORDINANCE NO 07-2023-496

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION TO GENERAL COMMERCIAL (GC) DISTRICT ON AN APPROXIMATE 0.341 ACRE TRACT SITUATED IN THE JOHN STEELE SURVEY, ABSTRACT NO. 1381 TARRANT COUNTY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently showed the Property without a zoning classification, and whereas the previous zoning had been General Commercial (GC) District and the intended zoning on the May 5, 2022 map was General Commercial (GC) District; and

WHEREAS, the City now desires to correct the error by rezoning the Property to the General Commercial (GC) District; and

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the

Property more particularly described on the attached Exhibit "A" (the "Property") to General Commercial (GC) district.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Being an approximate 0.341 acre tract in the John Steele Survey Abstract 1381, Tarrant County, Texas, being that same tract identified as Tract 2C02 Sylvester S Reynolds Survey by the Tarrant Appraisal District and being a portion of the property conveyed by Special Warranty Deed to Retail Buildings Inc., Instrument Number D222212400, Deed Records, Tarrant County, Texas, and as further shown on the attached exhibit.

EXHIBIT 'A'

BEING 0.341 of an acre of land situated in the John Steele Survey, Abstract Number 1381, City of Fort Worth, Tarrant County, Texas, and being all of that certain tract of land described as Tract II, as conveyed to Virginia Mitchell Purcell, Timothy M. Purcell, Trustee of the Timothy M. Purcell Trust, Diane Purcell Dean, Trustee of the Diane Purcell Dean Trust, Elizabeth M. Potter, Stuart G Potter III, and Kathryn P Schwausch, according to the deed filed in County Clerk's (C.C.) #D211181787, Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said Tract II, also being the most easterly northeast corner of Tract I of said (C.C. #D211181787, D.R.T.C.T.), also being the southeast corner of the remainder of a tract of land conveyed to the City of Crowley, as recorded in Volume 5385, Page 367, D.R.T.C.T., and being the southwest corner of a tract of land conveyed to the City of Crowley, as recorded in Volume 14639, Page 329, D.R.T.C.T.;


THENCE S 89°01'28" E, along the north line of said Tract II, and along the south line of said City of Crowley tract (Vol. 14639, Pg. 329), at a distance of 74.95 feet passing a 5/8 inch iron rod with cap stamped "TNP", recovered in the north line of said Tract II, at the southeast corner of said City of Crowley tract (Vol. 14639, Pg. 329), also being a southwest corner of the remainder of a tract of land described in deeds to Elizabeth Ann Potter (Und. 50% Int.) of the Partition Deed of Parcel Nine, as recorded in Vol. 5475, Pg. 175, Deed Records of Tarrant County, Texas (D.R.T.C.T.); and Virginia Mitchell Purcell, Trustee of the Trusts (Und. 25% Int.), Timothy M. Purcell, Trust (Und. 12.5% Int.) and Diane Purcell Dean, Trust (Und. 12.5% Int.) of Parcel Nine, as recorded in Vol. 12758, Pg. 536, D.R.T.C.T. (hereinafter referred to as Potter & Purcell remainder tract), and continuing in all, a distance of 81.77 feet to the northeast corner of said Tract II, also being a re-entrant corner of said Potter & Purcell remainder tract;

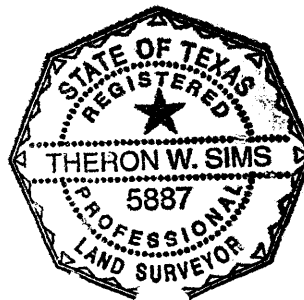
THENCE S 00°08'33" E, along a west line of said Potter & Purcell remainder tract, and along the east line of said Tract II, a distance of 163.98 feet to a 5/8 inch iron rod with cap stamped "TNP", recovered at the southeast corner of said Tract II, also being a southwest corner of said Potter & Purcell remainder tract, and being in the north Right-of-Way (R-O-W) line of W. Rendon Crowley Road (F.M. 1187, 300 feet in width), and being the beginning of a non-tangent curve to the left whose radius is 5879.58 feet and whose long chord bears S 67°19'35" W, a distance of 88.51 feet;

THENCE along said curve in a southwesterly direction, along the north line of said W. Rendon Crowley Road, and along the south line of said Tract II, through a central angle of 00°51'45", an arc length of 88.51 feet to a 5/8 inch iron rod with cap stamped "TNP", recovered at the southwest corner of said Tract II, also being the southeast corner of said Tract I;

THENCE N 00°08'33" W, along the west line of said Tract II, and along the most easterly line of said Tract I, a distance of 199.49 feet to the **POINT OF BEGINNING** and containing 14,848 square feet or 0.341 of an acre of land.

Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.00012454694 was used to scale grid coordinates and distances to surface.

 Date: Dec. 1, 2020
Theron W. Sims, R.P.L.S.
Texas Registration No. 5887



Surveyed on the ground, Nov. 17, 2020



teague nall & perkins

5237 N. Riverside Drive, Suite 100

Fort Worth, Texas 76137

817.336.5773 ph 817.332.7756 fx

www.tnpinc.com / TBPELS Registration No. 100116-00

W. RENDON CROWLEY RD.

BASIS OF BEARINGS:

Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.00012454694 was used to scale grid coordinates and distances to surface.

Theron W. Sims

Date: Dec. 1, 2020

Theron W. Sims, R.P.L.S., No. 5887

Surveyed on the ground, Nov. 17, 2020



CITY OF CROWLEY
VOL. 5385, PG. 367
D.R.T.C.T.
(Remainder Tr)

"APPROX."

CITY OF CROWLEY

CITY OF FORT WORTH

"APPROX."

CITY OF CROWLEY
VOL. 14639, PG. 329
D.R.T.C.T.

74.95'

S89°01'28"E, 81.77'

5/8" IR RECOVERED
WITH CAP STAMPED
"TNP"

P.O.B.

1/2" IRF
(CONTROL MON.)

Virginia Mitchell Purcell, Timothy M. Purcell, Trustee of the Timothy M. Purcell Trust, Diane Purcell Dean, Trustee of the Diane Purcell Dean Trust, Elizabeth M. Potter, Stuart G Potter III, and Kathryn P Schwausch
C.C. #D211181787, D.R.T.C.T.
(TR. I)

Virginia Mitchell Purcell, Timothy M. Purcell, Trustee of the Timothy M. Purcell Trust, Diane Purcell Dean, Trustee of the Diane Purcell Dean Trust, Elizabeth M. Potter, Stuart G Potter III, and Kathryn P Schwausch
C.C. #D211181787
D.R.T.C.T. (TR. II)

0.341 Ac.

$\Delta=00^{\circ}51'45''$
 $R=5879.58'$
 $L=88.51'$
 $CB=S67^{\circ}19'35''W$
 $CL=88.51'$

S00°08'33"E, 163.98'

5/8" IR RECOVERED
WITH CAP STAMPED
"TNP"

Elizabeth Ann Potter (Und. 50% Int.) of the Partition Deed of Parcel Nine Vol. 5475, Pg. 175, D.R.T.C.T. and Virginia Mitchell Purcell, Trustee of the Trusts (Und. 25% Int.), Timothy M. Purcell, Trust (Und. 12.5% Int.) and Diane Purcell Dean, Trust (Und. 12.5% Int.) of Parcel Nine, Vol. 12758, Pg. 536
D.R.T.C.T. (Remainder Tr)

**JOHN STEELE SUR.
ABST. NO. 1381**

5/8" IR RECOVERED
WITH CAP STAMPED
"TNP"
(CONTROL MON.)

W. RENDON CROWLEY RD. (F.M. 1187)

300' WIDTH R-O-W

**ANNEXATION OF
0.341 ACRES OF LAND**

Situated in the John Steele Survey, Abstract No. 1381, City of Fort Worth, Tarrant County, Texas.



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-7

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider Ordinance No. 07-2023-497 approving a zoning change from “R-2” Single Family Residential district to “GC” General Commercial district for property located at 720 S Hampton Rd, legal description of A B Fryear Survey Abstract 535 Tract 1E. **Case # ZR-2023-007**

BACKGROUND AND OVERVIEW	
Request	Rezone to General Commercial
Applicant	City-initiated
Location	Next to railroad tracks just south of Magnolia
Surrounding Uses	Single Family Residential; vacant land; railroad line
Surrounding Zoning	R-2 Single Family Residential; Creekside PD; General Commercial
Future Land Use Plan Designation	Traditional Suburban Commercial
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

This property sits between the railroad tracks to the west and the Crowley Park South neighborhood east. To the south is vacant residential land, and to the north is the closed portion of Magnolia. The Landmark Apartments are across the railroad tracks to the west.

The property was rezoned from single family residential to General Commercial in 2020 and had been previously used for commercial purposes before that. As part of the map update last year, this property was mistakenly shown with a residential zoning designation instead of GC, reflecting the property’s zoning prior to 2020. Staff had intended for the map to show the property as GC when the map was presented to the Commission and the City Council for consideration (in other words, no zoning change was proposed at that time).

STAFF REVIEW

Because the purpose of this rezoning is to correct a map error, staff did not conduct the usual review in terms of compliance with the comprehensive land use plan or compatibility with the surrounding area and potential for adverse impact. Suitability of the proposed zoning was already considered when the property

was rezoned in 2020, and staff were not aware of any issues that would warrant changing the zoning again when the map was updated.

In response to the letters sent out for this case, staff heard from one resident of Crowley Park South, but he did not have any comments in favor or against the rezoning (had questions only).

STAFF RECOMMENDATION

Staff recommend approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE PLANNING & ZONING COMMISSION

Sample motions

The motions provided below are for the Commission members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 07-2023-497.

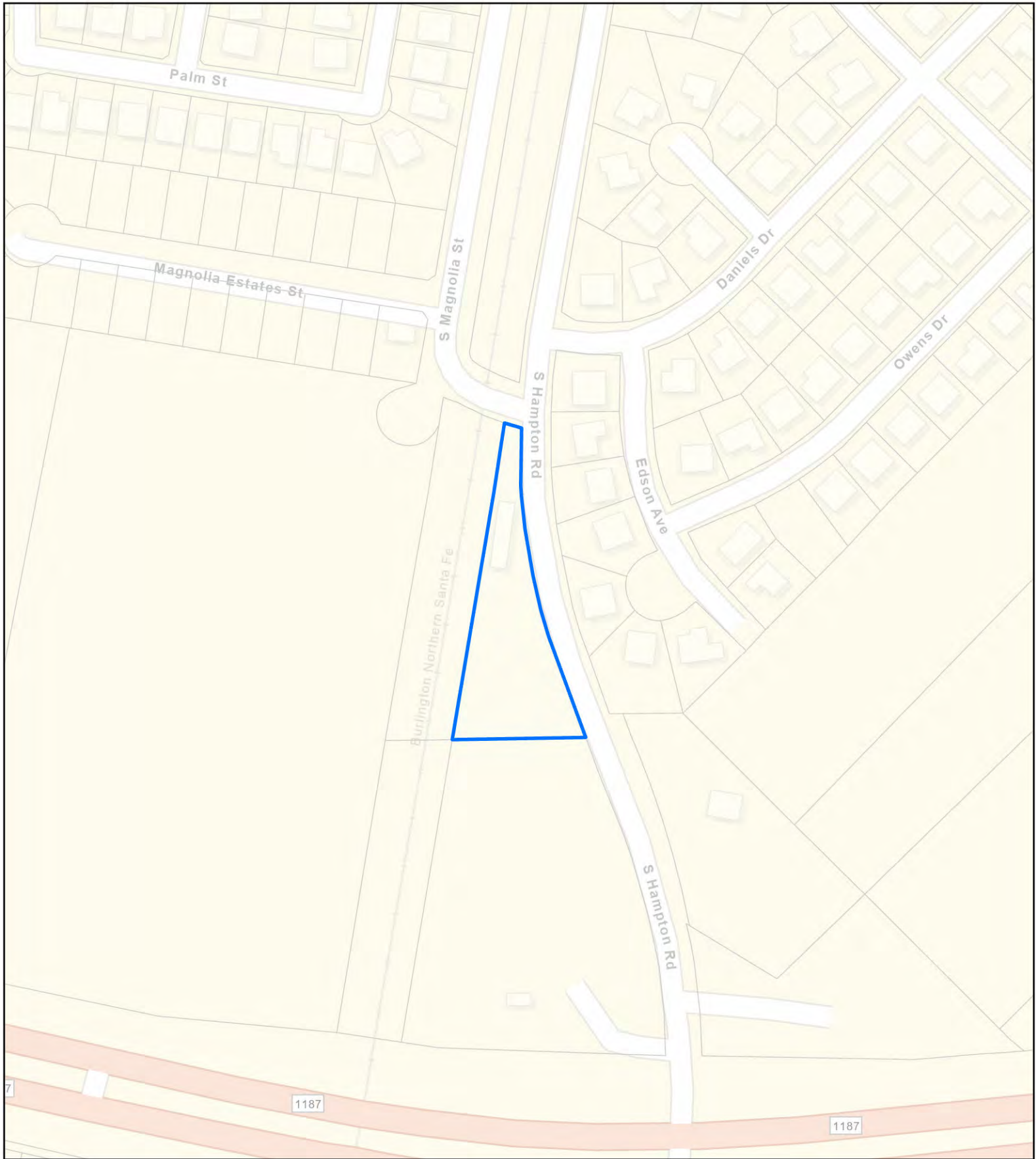
Approve with conditions: I make a motion to approve Ordinance No. 07-2023-497 with the following condition(s) [**list condition(s)**].

Deny: I make a motion to deny Ordinance No. 07-2023-497.

Postpone: I make a motion to continue Case # ZR-2023-007 until _____ [state date].

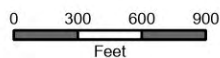
ATTACHMENTS:

- Map of site
- Ordinance approving the rezoning



6/3/2023

Zoning Map Errors ZR-2023-007

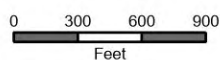


DISCLAIMER
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6/7/2023

ZR-2023-007
Adopted Zoning: R-2
Intended Zoning: GC



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ORDINANCE NO 07-2023-497

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION FROM R-2 SINGLE FAMILY RESIDENTIAL (R-2) DISTRICT TO GENERAL COMMERCIAL (GC) DISTRICT ON AN APPROXIMATE 0.98 ACRE TRACT LOCATED IN THE A B FRYEAR SURVEY, ABSTRACT NUMBER 535, TARRANT COUNTY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently rezoned the Property described below as R-2 Single Family Residential (R-2) District, and whereas the previous zoning was General Commercial (GC) District and the intended zoning on the May 5, 2022 map was General Commercial (GC) District; and

WHEREAS, the City now desires to correct the error by rezoning the Property to the General Commercial (GC) District; and

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the Property more particularly described on the attached Exhibit "A" (the "Property") from R-2 Single Family Residential (R-2) District to General Commercial (GC) District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

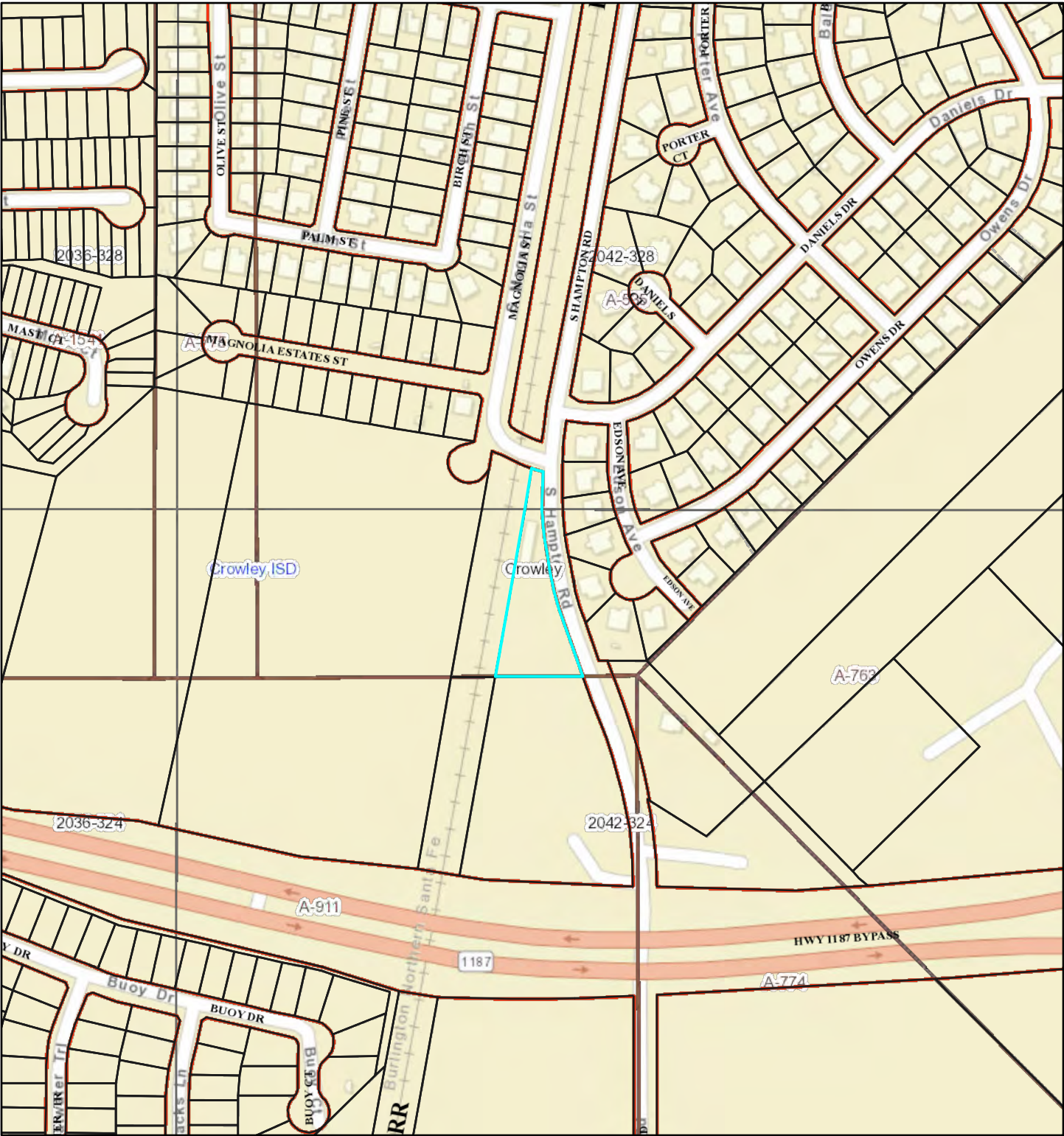
Rob Allibon, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

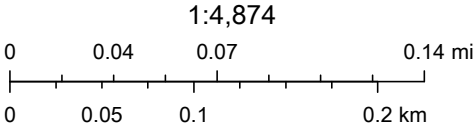
Being an approximate 0.98 acre tract in the A B Fryear Survey, Abstract 535, Tarrant County, Texas, being that same tract identified as Tract 1E A B Fryear Survey by the Tarrant Appraisal District, and being that same tract conveyed by deed to Brushy Mound, LLC as recorded in Instrument Number D220156613, Deed Records, Tarrant County, Texas, and as further shown on the attached map.

Exhibit 'A' – Tract 1E



6/7/2023, 12:24:32 PM

- | | | |
|----------------|-------------------|-------------|
| Data | Parcel Split Line | Map_Grid |
| BPP | Private Road | Schools |
| Boundary Lines | ROW | City Limits |
| Parcel Line | HistoricLot | Abstracts |



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, IS/GIS



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-8

Staff Contact: Rachel Roberts

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

Phone: 817/297-2201 x 3030

SUBJECT: Hold a public hearing to discuss and consider Ordinance No. 07-2023-498 approving a zoning change from “GC” General Commercial district and “PD” Planned Development District to “GC” General Commercial district for a portion of the property located at the northeast corner of FM 1187 and Bus. FM 1187 (McCart), legal description of Mathew H Toler Survey Abstract 1547 Tract 1E1. **Case # ZR-2023-008**

BACKGROUND AND OVERVIEW	
Request	Rezone to General Commercial
Applicant	City-initiated
Location	NE corner FM 1187 and Bus. 1187/McCart (see attached maps)
Surrounding Uses	Single Family Residential; Commercial
Surrounding Zoning	General Commercial; Tarrytown PD
Future Land Use Plan Designation	Mixed-Use
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

Before the zoning map update, this property was zoned “GC” General Commercial. Unfortunately, the updated map mistakenly shows this property partly as GC and partly as PD, as our consultant thought that part of the property was within the Tarrytown PD district. The city did not intend to initiate a rezoning to PD as part of the map update. Case # ZR-2023-008 is a request to return the property to the GC zoning designation it had before the update (removing the PD designation for part of the property).

Surrounding Properties and Neighborhood

The property to the east and north is zoned Tarrytown Planned Development District. The property to the west is zoned General Commercial. The properties directly across Bus. 1187 are a variety of uses, but with the exception of Nicky D’s, they are in the county and do not have zoning.

STAFF REVIEW

Because the purpose of this rezoning is to correct a map error, staff did not conduct the usual review in terms of compliance with the comprehensive land use plan or compatibility with the surrounding area and

potential for adverse impact; suitability of the proposed zoning for this property was already considered when staff proposed the new zoning map last year.

STAFF RECOMMENDATION

Staff recommend approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing and considered this case on June 12. After the public hearing, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions

The motions provided below are for the Council members' reference. You are not required to use this language in your motion.

Approve: I make a motion to approve Ordinance No. 07-2023-498.

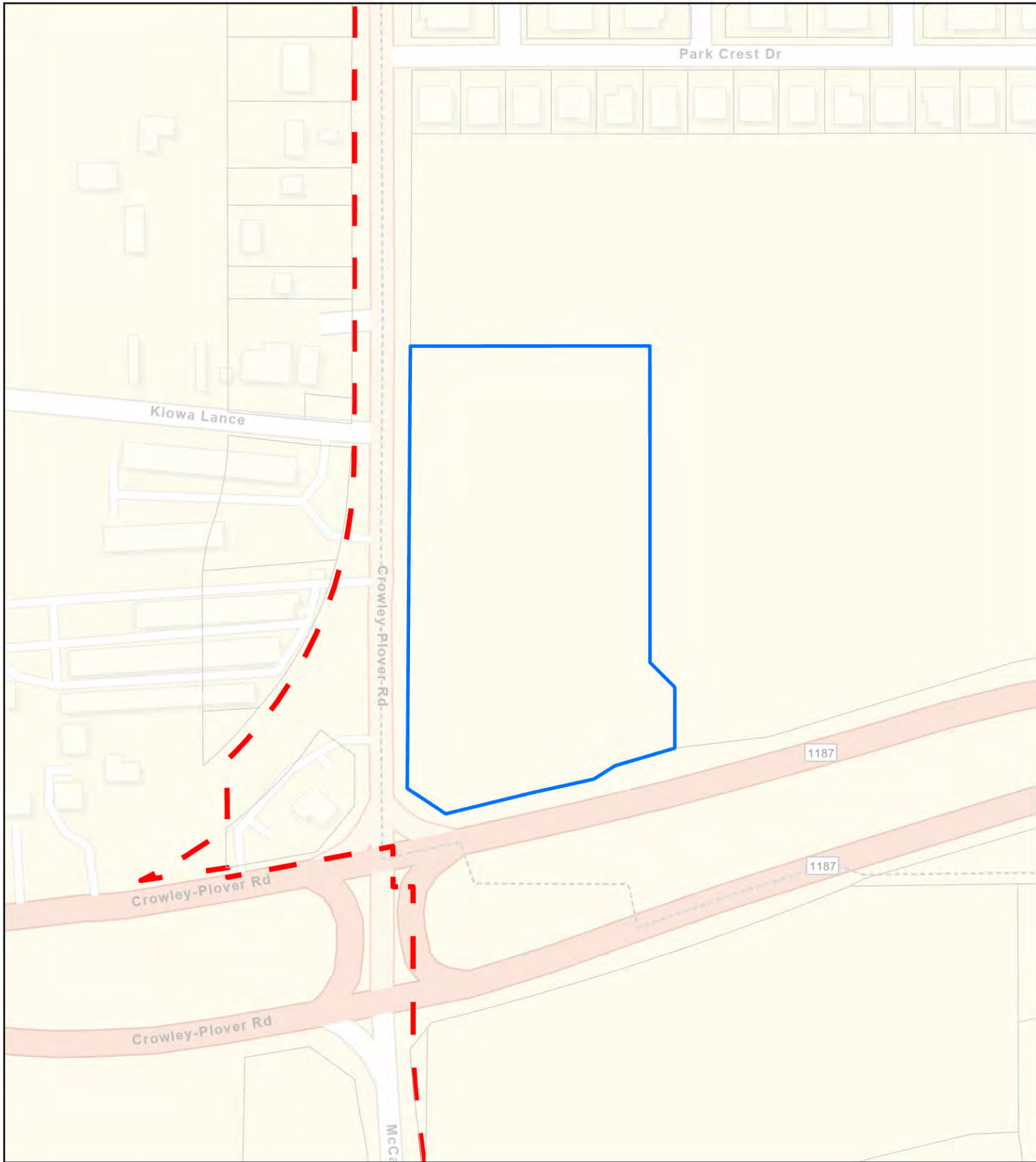
Approve with conditions: I make a motion to approve Ordinance No. 07-2023-498 with the following condition(s) [**list condition(s)**].

Deny: I make a motion to deny Ordinance No. 07-2023-498.

Postpone: I make a motion to continue Case # ZR-2023-008 until _____ [state date].

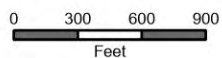
ATTACHMENTS:

- Map of site
- Ordinance No. 07-2023-498

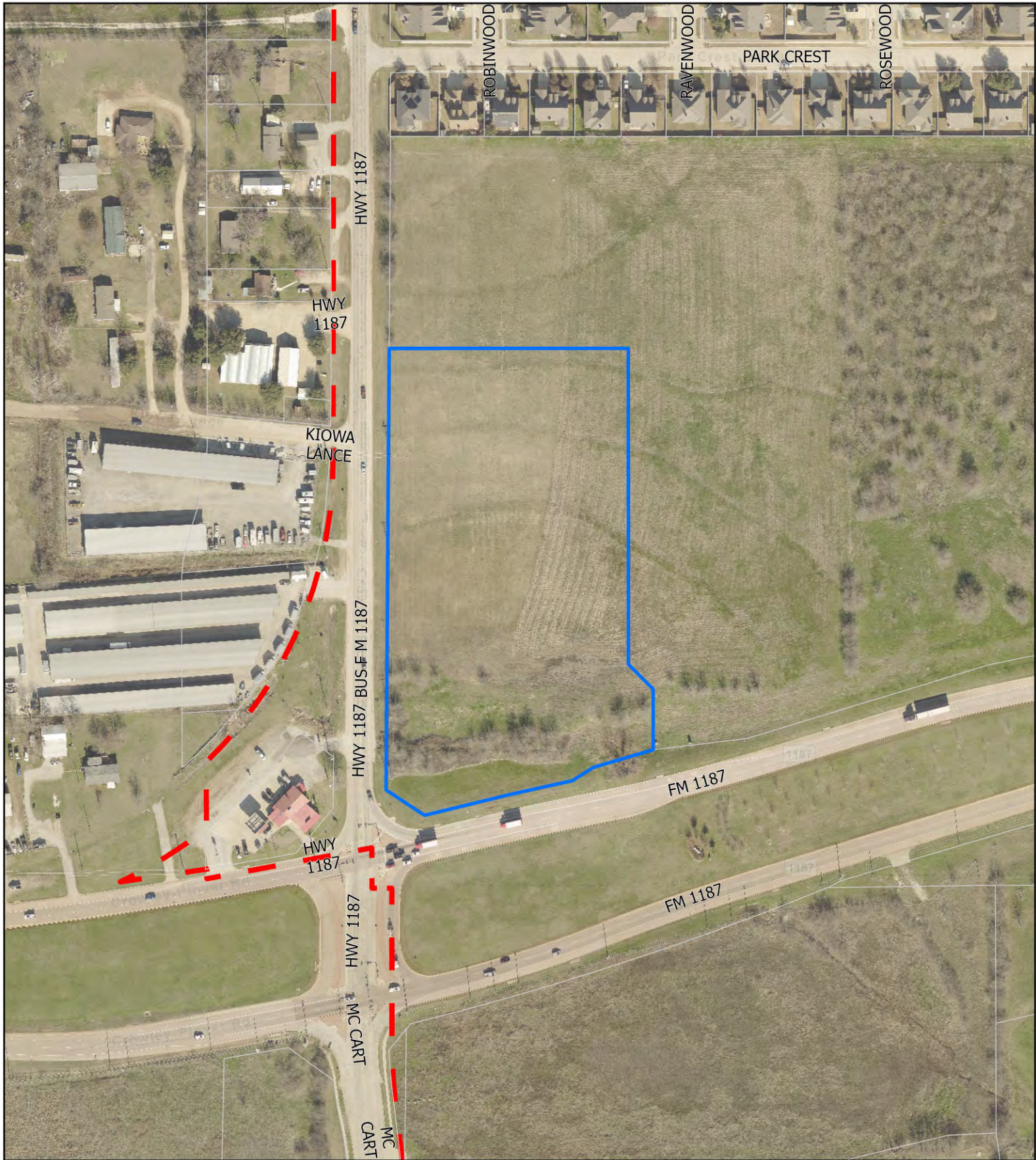


6/3/2023

Zoning Map Errors ZR-2023-008



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Users of this information, should review or consult
the primary data and information sources
to ascertain the usability of the information.



7/12/2023

ZR-2023-008
Adopted zoning: GC & PD
Intended zoning: GC

0 300 600 900
Feet



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ORDINANCE NO 07-2023-498

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CROWLEY CODE OF ORDINANCES BY CHANGING THE ZONING CLASSIFICATION FROM “PD” PLANNED DEVELOPMENT DISTRICT AND “GC” GENERAL COMMERCIAL TO “GC” GENERAL COMMERCIAL DISTRICT ON AN APPROXIMATE 6.577 ACRE TRACT LOCATED IN THE MATHEW H TOLER SURVEY ABSTRACT 1547, TARRANT COUNTY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 5, 2022 the City Council of the City of Crowley adopted the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance) and repealed and replaced the previous zoning map; and

WHEREAS, the map adopted on May 5, 2022 contained an error that inadvertently rezoned a portion of the Property described below as General Commercial (GC) District and a portion as Planned Development (PD) District, and whereas the previous zoning was General Commercial (GC) District and the intended zoning on the May 5, 2022 map was General Commercial (GC) District; and

WHEREAS, the City now desires to correct the error by rezoning the entire Property to the “GC” General Commercial District; and

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on June 12, 2023, and has rendered a recommendation to the City Council in respect to the proposed zoning change; and

WHEREAS, the City Council has conducted a public hearing on July 20, 2023, considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Crowley; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Texas Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by rezoning the Property more particularly described on the attached Exhibit "A" (the "Property") from Planned Development (PD) District and General Commercial (GC) to General Commercial (GC) District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

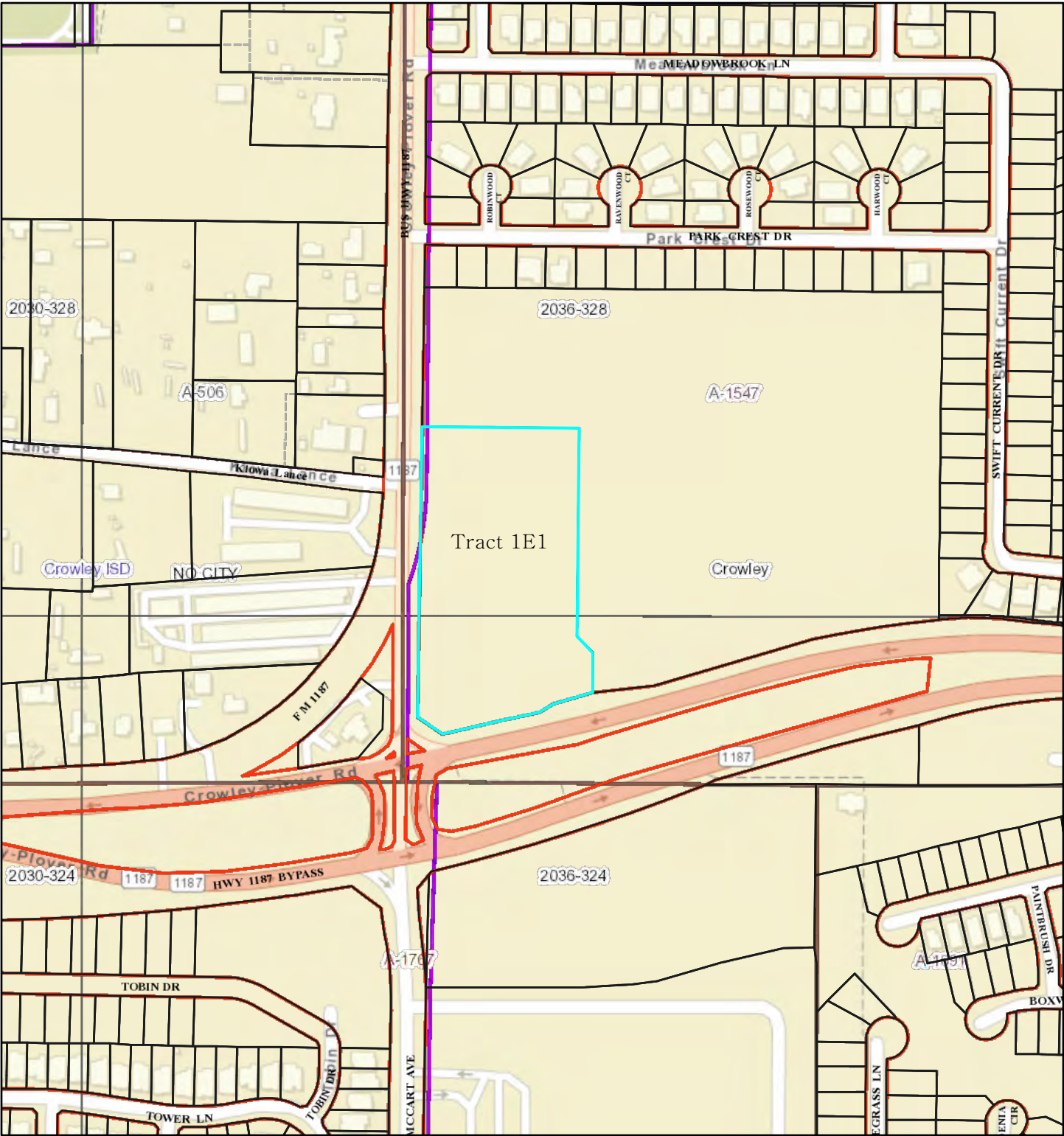
Rob Allibon, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

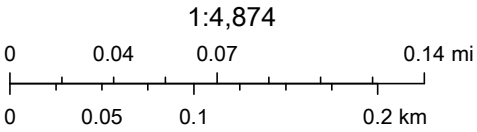
Being an approximate 6.577 acre tract in the Mathew H Toler Survey Abstract 1547, Tarrant County, Texas, being that same tract identified as Tract 1E1, Mathew H Toler Survey by the Tarrant Appraisal District, and being a portion of the tract conveyed to Plains Capital Bank by Special Warranty Deed, Instrument No. D214213799, Deed Records, Tarrant County, after and as further shown below.

Exhibit 'A' – Map of Tract 1E1



6/3/2023, 1:34:48 PM

- | | | |
|----------------|-------------------|-------------|
| Data | Parcel Split Line | Map_Grid |
| BPP | Private Road | Schools |
| Boundary Lines | ROW | City Limits |
| Parcel Line | HistoricLot | Abstracts |



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, IS/GIS



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VI-9

Staff Contact: Rachel Roberts
Tejali Mangle
rroberts@ci.crowley.tx.us
tmangle@ci.crowley.tx.us
Phone: 817/297-2201 x 3030
817/297-2201 x 3090

SUBJECT:

Hold a public hearing to discuss and consider approval of Ordinance 07-2023-499 amending the planned development district amendment for Canoe Way planned development district, as requested by W Land Development, on an approximately 30.071 acre tract located at 970 S Hampton and 961, 1000, 1003, and 1011 W FM 1187, being two tracts of land located in the D. A. Kerr Survey Abstract 911 and the T. W. Toler Survey Abstract 1541, being those tracts described in a deed to Transcontinental Realty Investors, Inc., recorded in County Clerk's Filing Number D206224373, County Records, Tarrant County, Texas. **ZCA-2023-004.**

BACKGROUND AND OVERVIEW	
Request	Amend the Canoe Way PD district to update the minimum living area of each dwelling unit to include livable space provided on the first and second floors for Tracts 1 and 2A
Applicant	W Land Development Management LLC
Planning & Zoning Commission Recommendation	Approve

BACKGROUND AND OVERVIEW

The Canoe Way Planned Development district was adopted in January 2022. The site is located north of FM 1187. It is surrounded by single family houses to the north and west. To the east is Palladium Crowley, a multifamily development. Canoe Way PD currently has 305 platted residential lots on Tracts 1 and 2A (final plat for Tract 1 and preliminary plat for 2A).

The PD regulations require each dwelling unit to have a minimum total living area of at least 1,200 square feet, and this is calculated using only the space on the second and/or third floor (the ordinance specifies second and/or third floor, but the buildings in Tract 1 and 2A are limited to a maximum of two stories). The applicant states that the townhome floor plans include living areas on the first floor, and they are requesting to include the first floor area in the minimum living area requirements. This change would not reduce or increase the approved density of the PD and does not change the concept or development plan.

The originally-approved ordinance specifies the minimum area requirement for both residential as well as live/work units, which are in Tract 2B. For Tract 2B, the developer does not anticipate providing a living area on the first floor, which is the commercial portion of the live/work units.

STAFF REVIEW

Planning staff have no objection on including the first floor living area to the livable space on the second floor for Tracts 1 and 2A. The Fire Marshal has no objection as long as the density does not change.

STAFF RECOMMENDATION

If the Council votes to approve, staff recommend the amendment apply only to Tracts 1 and 2A. The attached ordinance is based on the staff recommendation.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission held a public hearing on the request on July 10. One person spoke at the hearing but did not speak either for or against the requested change. The Commission voted to recommend approval of the amendment for Tracts 1 and 2A.

ACTION BY THE CITY COUNCIL

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

Approve: I make a motion to approve Ordinance 07-2023-499.

Approve with Conditions: I make a motion to approve Ordinance 07-2023-499 with the following conditions [list conditions].

Deny: I make a motion to deny Ordinance 07-2023-499.

Postpone: I make a motion to continue Case # ZCA-2023-004 until [specify the date when you will consider this case again].



ATTACHMENTS:

- Maps showing site, zoning classification, and future land use plan designation
- Application
- Ordinance amending the Canoe Way PD District regulations



Site of Request ZCA-2023-004

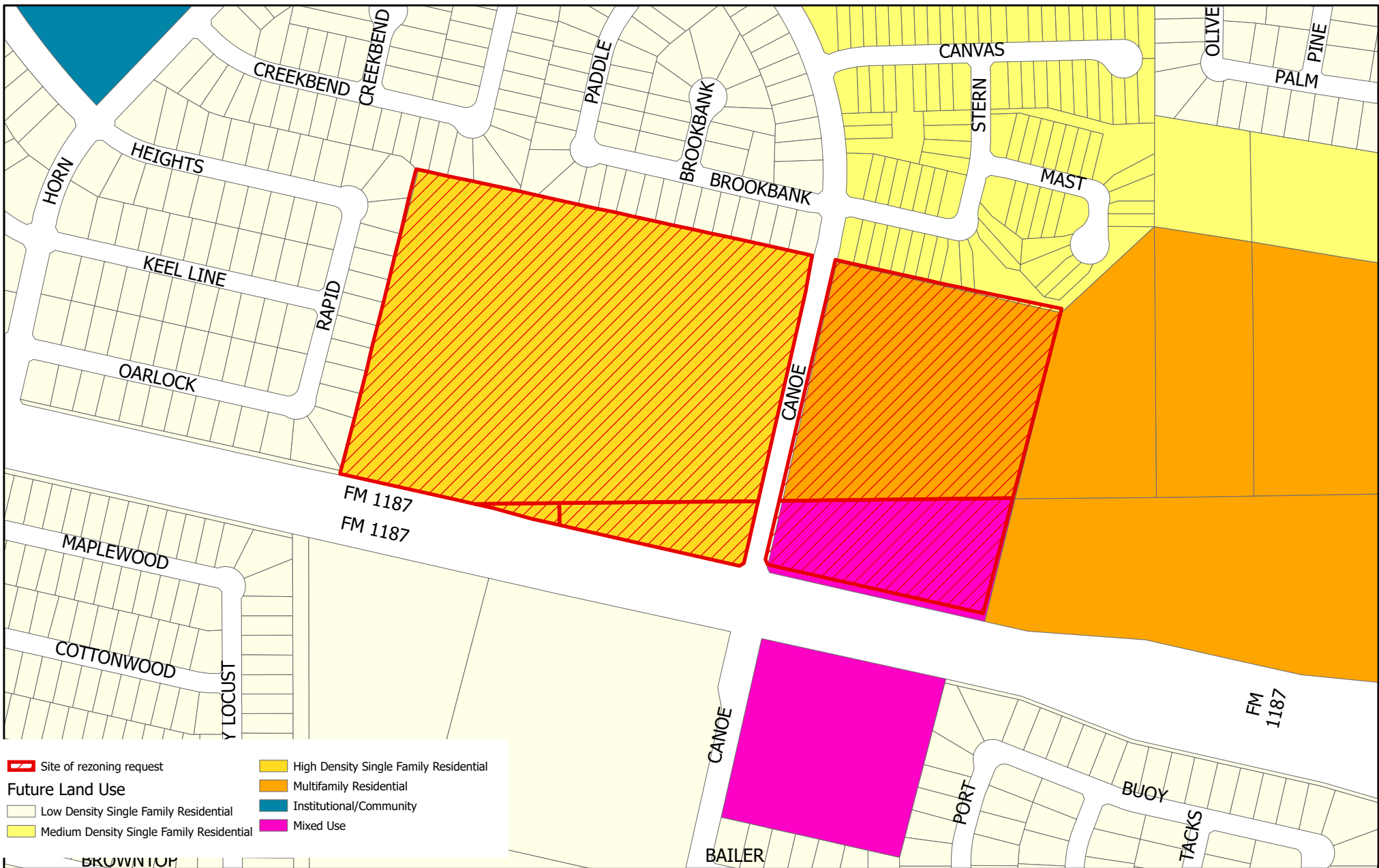
0 150 300 Feet

 Site of PD amendment request
 Parcel boundaries



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.



0 150 300 Feet

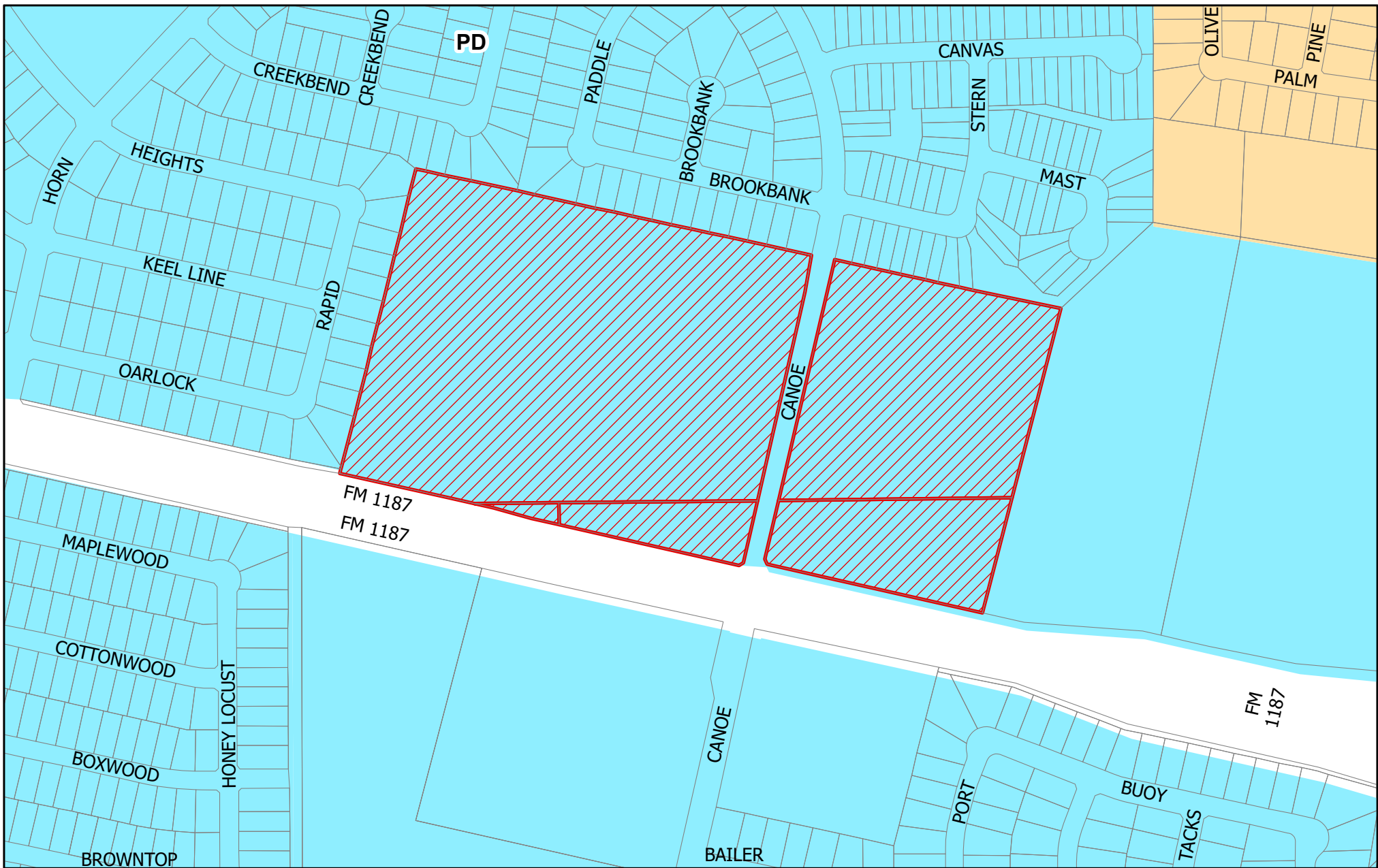
Future Land Use

ZCA-2023-004



DISCLAIMER

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Zoning Map ZCA-2023-004

0 150 300 Feet



Site



Parcel boundaries



SF-6.0



PD



DISCLAIMER

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



CITY OF CROWLEY
Code Amendment Application
Community Development Department

Case # **23-000026**
(to be assigned by City Staff)

Application Requirements: The applicant is required to submit sufficient information that describes and justifies the proposal. See the appropriate check list and fee schedule for minimum requirements. Please see the current fee schedule for the application fee. The application fee is non-refundable.

Incomplete applications will not be processed.

Section 1. Property Information

If you are requesting this code amendment for a specific project or property (e.g. planned development district), then please complete Section 1. Otherwise, you may skip to Section 2.

Project Name: Canoe Way Townhomes
Project Address: NWC/NEC of Canoe Way and Crowley Plover Rd.
Legal Description: Abs. No. 911, 1541, & 1691 Gross Acreage: 27.49 AC
Project Description: Tract 1 & Tract 2A single family townhome addition No. of Lots: 339

Section 2. Applicant & Owner Information

Applicant Name: Carlos Castrejon Company: WB Crowley Land LLC
Applicant Address: 11750 Katy Fwy, Ste. 1400 City: Houston State: TX
ZIP Code: 77079 Telephone No: 281-653-7925
Application Status (check one) ☒ Owner ☐ Representative ☐ Tenant ☐ Prospective Buyer
(If applicant is not property owner, please provide property owner information below)

Property Owner: _____
Applicant Address: _____ City: _____ State: _____
ZIP Code: _____ Telephone No: _____ Email: _____

Section 3. Information Required for Code Amendment Requests

Section(s) of code you are requesting to change: _____
Proposed change (attach additional pages as needed): Amendment to update the minimum living area of each dwelling unit to include livable space on the first floor as well as the second floor and/or third floor.

Code Amendment Application (cont.)

Reason for requested change (attach additional pages as needed): _____

SIGNATURE OF APPLICANT (SIGN AND PRINT OR TYPE YOUR NAME)	
PRINTED NAME: <u>TING QIAO</u>	
SIGNATURE: 	DATE: <u>5/31/2023</u>
SIGNATURE OF PROPERTY OWNER IF NOT APPLICANT:	
PRINTED NAME: _____	
SIGNATURE _____ DATE: _____	
(Letter of authorization required if signature is other than property owner)	
**The property owner must sign the application or submit a notarized letter of authorization.	
For Office Use Only	
MyGov Project # _____	
Date Submitted: _____	
Total Fee: \$ _____	
Date of Payment: _____	
Accepted By: _____	

ORDINANCE NO. 07-2023-499

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS AMENDING THE MINIMUM TOTAL LIVING AREA FOR TOWNHOMES IN TRACTS 1 AND 2A OF ORDINANCE 01-2022-450, THE CANOE WAY PLANNED DEVELOPMENT DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council of the City of Crowley heretofore adopted Chapter 106 of the City Code, being the Comprehensive Zoning Ordinance of the City of Crowley (the Zoning Ordinance), which regulates zoning of land as may be best suited to carry out these regulations; and

WHEREAS, the City Council of the City of Crowley adopted Ordinance # 01-2022-450 on January 6, 2022, establishing the Canoe Way planned development district; and

WHEREAS, the developer of the Canoe Way planned development district has requested to amend the planned development district regulations to amend the minimum total living area for townhomes in Tracts 1 and 2A as set forth in the table in Section II(A) of Ordinance # 01-2022-450; and

WHEREAS, the City Council of the City of Crowley deems it advisable and in the public interest to make such amendments to the planned development district regulations for the Canoe Way development as reflected below; and

WHEREAS, the Planning and Zoning Commission of the City of Crowley, Texas held a public hearing on July 10, 2023, and the City Council of the City of Crowley, Texas, held a public hearing on July 20, 2023, with respect to the amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for amending the Zoning Ordinance.

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

SECTION 1.

The minimum total living area for townhomes as set forth in the table in Section II(A) of Ordinance # 01-2022-450, the Canoe Way planned development ordinance, is hereby amended as follows:

II. Tract 1 and 2A: Townhomes

A. Design Standards

...

Minimum total living area of each dwelling unit excluding two-car garage and attic = 1,200 sq. ft.

...

[remainder unchanged]

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

constitute a separate offense.

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED ON THIS 20TH DAY OF JULY 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-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 Resolution R07-2023-388, a resolution approving a variance for an Alcoholic Beverage Permit Application submitted by Muzze & Co, for the business located at 122 S Tarrant St, known as Bread and Butter and; authorizing the City Secretary to certify the TABC permit application.

BACKGROUND/DISCUSSION

City Ordinance 04-2022-458 and Texas Alcoholic Beverage Code Section 109.33(e) allows a governing body of a city that has enacted a distance regulation on alcohol permits to grant a variance if they determine the enforcement of the regulation is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant, does not serve its intended purpose, is not effective or necessary, or for any other reason after considering the health, safety, and welfare of the public.

The new owner of Bread and Butter, David Jeung, is in the process of submitting an application for an on-premise Wine and Malt Beverage Retailer's Permit. The application requires the City Secretary to certify the location of the business is in a "wet" area and is not prohibited by charter or ordinance. Measurement from the front door of Bread and Butter to the main entrance of the daycare center located at 208 Pecan St is approximately 217 feet. Mr Jeung is requesting approval of a variance to allow his restaurant to sell alcoholic beverages (wine and beer). Bread and Butter is a nice dine-in restaurant that offers a breakfast and lunch menu.

Staff believes allowing the sale of alcohol would not have a negative impact the daycare center. Allowing the sale of alcohol may help to increase the customer base and therefore generate more sales. Staff believes it would create an undue hardship on the owner as he was told alcohol would be allowed in the downtown corridor.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff requests councils' consideration and approval.

ATTACHMENTS

- Alcoholic Beverage Permit Application - Bread and Butter



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

Document reference ID : 238493

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 238493

Applicant Name: MUZZE & CO

License Type applied for: Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Entity Information

Business Structure: Corporation

FEIN/SSN Number: 921482104

Historically Underutilized Business: No

Veteran-owned business: No

Fraternal Owned: No

Secretary of State Filing Number: 804849931

Date Filed: 12/20/2022

Filing State: TX

Primary Business Entity Contact Information

Legal First Name: David

Legal Middle Name: Jeong

Email Address: cpadavidjeong@gmail.com

Phone Number: 972-620-8600

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
MUZZE & CO	NAM MI KIM	Director, President	0

Basic Business information

Business/Trade Name: Bread & Butter

What is your primary business at this location? Restaurant

Location's Phone Numbers

Business Phone Number 817-615-9696

Alternate Phone Number 469-328-2671

Location Address

Address: 122 S Tarrant St, Crowley, TX, United States, Tarrant 76036

Is your location within city limits? Yes

Mailing Address Information

Address: 122 S Tarrant St, Crowley, TX, United States, Tarrant 76036

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Do you anticipate alcoholic beverage sales to be 75% or more of the gross revenue of the business applying for a license/permit in this application? No

Will your business be located within 300 feet, as measured in a straight line, from the nearest point on a property line of a residence, church, school, hospital, day-care facility, or social service facility? No

Section 11.52 or 69.15 of the Alcoholic Beverage Code requires you to give notice to all tenants or property owners affected in the 300 feet area that an application has been made within 5 days after filing this application. TABC's licensing division will request a copy of the notice before completing the processing of your application. Do you understand and agree to follow this requirement? Yes

Location Additional Information

Is the proposed location in a hotel or motel?	No
Alcohol percentage	Up to 17%

Sixty Day Sign Requirements

Posted the 60 day sign: Yes

Date Posted: 5/12/2023

Projected Sales Information

Sales Year: 2023

Alcohol Sale: \$25,000.00

Food Sales: \$700,000.00

Total Sales: \$725,000.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? No

Are you operating under? Lease

Franchise Agreement

Do you or anyone else at the location operate under a franchise agreement? No

Are there any agreements, exclusive of a franchise agreement, which involve alcohol in any way? No

Shared premise information

Do you share the premises with another business entity? No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Building	Owner	AJRO PARTNERS GROUP LLC

Location Diagram

Will the license or permit embrace the entire location address?

Yes

Bond Information

Fulfillment Type	Bond Category	Bond Amount	Status
Bond Provider	Conduct Surety Bond	\$5,000.00	New
Bond Provider	Performance Bond	\$2,000.00	New



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Protecting Communities

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

☐ I hereby refuse on this _____ day of _____, 20_____ to certify this location.

SIGN HERE

City Secretary/Clerk

City

_____, TEXAS

S E A L



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

CERTIFICATE OF COUNTY CLERK FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a **"wet"** and is not prohibited by any valid order of the Commissioner's Court.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Required Food and Beverage Certificate
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Required Food and Beverage Certificate
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

- ☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

County Clerk

County

SEAL



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

Comptroller Representative

City

_____, TEXAS

S E A L



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Protecting Communities

PUBLISHER'S AFFIDAVIT	
Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	

RESOLUTION NO. R07-2023-369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, GRANTING A VARIANCE TO THE DISTANCE REGULATIONS FOR AN ALCOHOLIC BEVERAGE PERMIT APPLICATION; AND AUTHORIZING THE CITY SECRETARY TO CERTIFY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION APPLICATION

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 Alcoholic Beverage Code Section 109.33(e) allows a governing body of a city that has enacted a distance regulation on alcohol permits to grant a variance if they determine the enforcement of the regulation is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant, does not serve its intended purpose, is not effective or necessary, or for any other reason after considering the health, safety and welfare of the public; and

WHEREAS, on April 7, 2022, the city adopted Ordinance 04-2022-458, authorizing the City Council to grant a variance to the distance regulations; and

WHEREAS, the City received an alcoholic beverage permit application from Muzze & Co, for the business located at 122 S Tarrant St, Crowley, Texas, DBA Bread and Butter, and determined the business was approximately 217 feet from a daycare center at 208 Pecan Steet, Crowley, Texas; and

WHEREAS, upon review of the alcoholic beverage permit application, and after considering the health, safety and welfare of the public, the City Council finds that enforcement of the distance regulations is not in the best interest of the public; doing so would create an undue hardship on the applicant; it does not serve its intended purpose; and is not effective or necessary. Therefore, this variance should be granted.

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

SECTION 1.

That the alcoholic beverage permit application submitted by Muzze & Co, for the business located at 122 S Tarrant Steet, Crowley, Texas, also known as Bread and Butter, is granted a variance to the distance regulations.

SECTION 2.

The City Secretary is hereby authorized to sign the Texas Alcoholic Beverage Commission Permit Application submitted by Muzze & Co for the business located at 122 S Tarrant St, Crowley, Texas.

SECTION 3.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 20th DAY OF JULY, 2023.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-2

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 Ordinance 10-2022-474, granting to ATMOS Energy Corporation, its successors and assigns, a franchise to construct maintain, and operate pipelines and equipment in the City of Crowley, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing for an effective date, a term of said Franchise; and providing for the repeal of all previous Franchise Ordinances.

BACKGROUND/DISCUSSION

This agreement was originally brought before council in October 2022. At that time, council and the city attorney had requested a few changes so the Ordinance/Agreement was tabled. ATMOS has since reviewed the requested changes and returned the agreement with minor modifications. Attached are the City Attorney's comments.

A Franchise Agreement with Lone Star Gas/TXU/ATMOS has existed with the City since 1962. The most recent Franchise Agreement expired on October 1, 2022.

The extension of this Franchise Agreement will produce an indeterminable amount of revenue, attributable to a quarterly franchise fee in the amount based on the gross revenues from the sale of gas to residential and commercial customers (excluding gas sold to government/industrial customers or other gas utilities for resale by the City) and will also include fees and charges such as connect or disconnect fees of each consumer within the City limits.

The terms of this agreement are the same as those in the previous agreement (5% of gross revenue) with an expiration date of December 31, 2043.

FINANCIAL IMPACT

Franchise revenue for the past 5 years is listed below:

FY 2021-2022	\$107,106.07
FY 2020-2021	\$83,446.29
FY 2019-2020	\$79,592.28
FY 2018-2019	\$87,061.97
FY 2017-2018	\$74,503.75

RECOMMENDATION

Staff recommends approval Ordinance 10-2022-474

ATTACHMENTS

- Ordinance 10-2022-474

ORDINANCE NO. 10-2022-474

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF CERTAIN OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES

WHEREAS, Atmos Energy Corporation ("Grantee") is engaged in the business of providing gas utility service within the City of Crowley and is using the Public Rights-of-Way for that purpose under the terms of an ordinance granting a franchise agreement and ordinance heretofore duly passed by the governing body of the City; and

WHEREAS, the franchise will expire in October 2022 and the City and Grantee desire to enter into a new franchise agreement.

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

SECTION 1. GRANT OF AUTHORITY.

(A) That City hereby grants to Grantee consent to use and occupy, subject to the terms hereof, the Public Rights-of-Way, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment to deliver, transport and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell Gas to persons, firms, and corporations, including all the general public, within City corporate limits, as such limits may be amended from time to time during the term of this Franchise.

(B) The provisions set forth in this Franchise represent the terms and conditions under which Grantee shall construct, operate, and maintain its System facilities within City. Grantee, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time.

(C) This Franchise does not grant to Grantee the right, privilege or authority to engage in any other activities within City other than those set forth in Section 1(A).

SECTION 2. DEFINITIONS.

For the purpose of this Franchise, the following words and phrases shall have meaning

given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in this section shall be given their common and ordinary meaning.

“Affiliate” means any entity controlling, controlled by or under common control with the entity in question. As used in this definition, the term “control” means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

“City” means the municipal corporation designated as the City of Crowley and includes the territory as currently is or may in the future be included within the boundaries of City, with its principal office at 201 E Main Street, Crowley, Texas 76036.

“Franchise” or “Agreement” means the rights and obligations of City and Grantee set forth in this ordinance, as the same may be amended from time to time, and includes those rights and duties provided under the laws of Texas and of the United States.

“Gas” means such gaseous fuels as natural, artificial, synthetic, liquefied natural gas, liquefied petroleum, manufactured, or any mixture thereof.

“Grantee” means Atmos Energy Corporation, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest, with its principal office at 5430 LBJ Freeway, Dallas, Texas 75240.

“Gross Revenues” means ~~all revenue derived or received, directly or indirectly, by Grantee from or in connection with the operation of the System within the corporate limits of City and including, without limitation:~~

(A) all revenues received by Grantee from the sale of gas to all classes of customers (excluding Gas sold to another gas utility in City for resale of Gas to its customers within City) within City;

(B) all revenues received by the Grantee from the transportation of Gas through the pipeline system of Grantee within City to customers located within City (excluding any Gas transported to another gas utility in City for the sale of Gas to its customers within City);

(C) the value of Gas transported by Grantee for transport customers through the System of Grantee within City (“Third Party Sales”), (excluding the value of any Gas transported to another gas utility in City which has executed a franchise agreement with City for the sale of Gas to its customers within City), with the value of such Gas to be established by utilizing Grantee’s monthly weighted average cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably as is possible near the time as the transportation service is performed; and

(D) “Gross Revenues” shall also include:

- (1) fees collected pursuant to this Agreement;
 - (2) revenues billed but not ultimately collected or received by the Grantee;
 - (3) State gross receipts fees; and
 - (4) the following “miscellaneous charges”:
 - (a) charges to connect, disconnect, or reconnect Gas within the City;
 - (b) charges to handle returned checks from consumers within the City; and
 - (c) contributions in aid of construction (“CIAC”).
- (E) “Gross Revenues” shall not include:
- (1) the revenue of any affiliate or subsidiary of Grantee;
 - (2) sales tax paid to City;
 - (3) interest or investment income earned by Grantee; and
 - (4) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Public Rights-of-Way.

“Public Rights-of-Way” means the public streets, medians, boulevards, roads, lanes, alleys, highways, public utility easements, viaducts, and bridges across water ways and other public places that are deeded or dedicated to City and are available for Grantee’s use.

“Railroad Commission” means the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Railroad Commission.

“Residents” means all persons, businesses, industry, governmental agencies, and any other entity whatsoever, located, in whole or part, within City that are or may be served by Grantee hereunder.

“System” and/ or “System facilities” means all of Grantee’s pipes, pipelines, Gas mains, laterals, feeders, regulators, meters, fixtures, connections or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, and sales of natural Gas for heating, lighting and power.

SECTION 3. USE OF RIGHT-OF-WAY.

(A) The grant to Grantee in Section 1 is subject to the terms and conditions contained herein, the Texas Constitution, City’s Charter and ordinances, all as amended, and subject to applicable and controlling local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in

the future. This Franchise Agreement shall in no way affect or impair the rights, obligations, or remedies of the parties under the Texas Public Utility Regulatory Act, other state or federal law, or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by City, that Grantee believes is in violation of any federal, state, or local law or regulation.

(B) All construction and work done by Grantee, and the operation of its business, under and by virtue of this Franchise, shall be in conformance with the ordinances, rules and regulations now in force and generally applicable ordinances not in conflict with this Franchise that may hereafter be adopted by City, relating to the use of the Public Right-of-Way.

(C) Grantee shall provide reasonable notice to City of planned work within the Public Right-of-Way and shall, except in cases of emergency conditions, obtain a permit if required by City's ordinances before commencing work. If so required, Grantee shall comply with permitting requirements that do not conflict with this Ordinance; provided however Grantee or contractors working on behalf of Grantee shall not be required to pay fees related to its use of the Public Right-of-Way other than in accordance with Section 7 hereof.

(D) The location of all pipes, mains, laterals, and other equipment shall be subject to approval by the City Manager or designee prior to construction; provided however, said approval shall not be unreasonably withheld. In the event of a conflict between the location of the System facilities of Grantee and the location of the facilities of City or other utility franchisees within the Public Rights-of-Way that cannot be resolved, the City Manager or designee shall resolve the conflict and determine the location of the respective facilities. Grantee shall not interfere with power, telephone, cable, or water facilities, sanitary or storm sewer facilities, or other municipal or public use of the Public Right-of-Way. Grantee has the right to request City Council review of any actions concerning Grantee's use of the Public Right-of-Way. City shall provide Grantee with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Grantee as soon as reasonably possible of any projects that will affect Grantee's System facilities located in the Public Rights-of-Way.

(E) The Grantee shall construct, maintain, and operate its System facilities in a manner which provides reasonable protection against injury or damage to persons or property.

(F) When Grantee is required by City to remove or relocate its mains, laterals, and other System facilities to accommodate construction of streets and alleys by City, and Grantee is eligible under federal, state, county, City or other local agencies or programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through City, City shall include Grantee costs and expenses in an application by City for reimbursement only when City applies for a grant or program where the eligible relocation costs are delineated separately such that City has constructive notice that Grantee relocation costs are eligible for reimbursement and only if Grantee submits a request together with its cost and expense documentation to City a reasonable time prior to the filing of the application. City shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to City. In the event that City receives only a portion of any reimbursement costs sought and the reimbursement received is not delineated separately such that Grantee's eligible relocation costs are clearly noted, City will

reimburse Grantee only after City's costs have been paid in full. When Grantee is required to remove or relocate any System facility without reimbursement, Grantee shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Grantee to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Grantee is required by City to perform relocation. City shall not require that Grantee document request for reimbursement as a pre-condition to recovery of such relocation costs. Upon receipt of reimbursement from an agency or program as outlined above, City shall remit to the Grantee, within thirty (30) days of receipt, its portion related to the relocation or removal of its System facilities, only if the reimbursement received delineates separately Grantee's eligible relocation costs or City's costs have been paid in full. Notwithstanding the foregoing, City shall not be responsible for reimbursement of any relocation costs if Grantee secures or is eligible to secure reimbursement of eligible costs from any other source other than through a statutory rate mechanism or other rate mechanism adopted by City. This paragraph applies exclusively to the Grantee's recovery of its relocation costs and, except as provided in Section 7(H), nothing herein shall prohibit City from denying or opposing a request by Grantee to increase or modify its other rates, charges, fees, or tariffs.

(G) City may request Grantee to relocate any part of its System facilities installed or maintained in the Public Right-of-Way to accommodate construction or improvement of a highway, road, street, public way, or other public work procured by City which is not undertaken primarily for beautification or to accommodate a private developer. Grantee and City agree that a project is not undertaken primarily for beautification, unless more than fifty percent (50%) of the project costs are allocated to costs unassociated with those required to meet City standards for highway, road, street, public way, or other public work including costs associated with water, sewer, drainage, paving and subgrade, curb and gutter, and sidewalk construction. Grantee shall be responsible for bearing the costs of such relocation to the extent that proposed City facilities are determined to be in conflict with Grantee's existing System facilities and as permitted by local, state or federal law. Such relocation shall be made by the Grantee within a reasonable period of time not to exceed sixty (60) days after notice of request from City unless otherwise specifically agreed to by the City or unless Grantee certifies to City in writing that no conflict exists between its System facilities and the proposed City facilities. Should Grantee submit evidence that it is unable to complete the relocation within said time due to no fault of Grantee, the City Manager or designee may agree with Grantee to extend such time. Grantee shall not be required to relocate System facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Grantee. City and Grantee shall collaborate on designs where there is the potential need for System facilities to be relocated to a depth of greater than four feet (4'). Should Grantee have concerns regarding whether the requested placement of System facilities is unsafe or inconsistent with the Gas distribution industry standard safe operating practices, Grantee shall provide City with information detailing and substantiating such concerns and work with City on a solution acceptable to both parties. Should Grantee certify that no conflict exists and it is later determined that Grantee's System facilities conflict with proposed City facilities resulting in a delay in the construction of City facilities, Grantee shall reimburse City for all expenses incurred as a result of the delay. Should Grantee agree to relocate any part of its System facilities and fail to perform the relocation causing a delay in the construction of City facilities, Grantee shall reimburse City for all expenses incurred as a result of the delay.

(H) Following relocation, Grantee shall repair, according to City specifications, clean up, and restore all Public Right-of-Way disturbed during construction and repair of Grantee's systems, at its own expense, to approximately the same or better condition as prior to being disturbed.

(I) The installation and replacement of any System facilities in Public Right-of-Way by Grantee shall be subject to inspection and approval by City. The repair and maintenance of any System facilities in Public Right-of-way by the Grantee shall be subject to inspection by City. Grantee agrees to cooperate fully with City in conducting the inspection. Such inspections shall be conducted within a reasonable time after completion of the project. Grantee shall promptly perform reasonable remedial action required by City pursuant to such an inspection. Notwithstanding anything in this section to the contrary, the authority to regulate and inspect Grantee's System for compliance with the provisions of Part 192 of Title 49 of the Code of Federal Regulations is hereby reserved to those federal and state authorities having jurisdiction thereunder and nothing herein is intended to confer any such authority to City unless expressly provided under applicable law.

(J) City reserves the right to lay and permit to be laid, power, sewer, Gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work that may be deemed necessary or proper by City in, across, along, over, and under any Public Right-of-Way occupied by Grantee, and to change any curb or sidewalk or the grade of any street.

(K) If City abandons any Public Rights-of-Way in which Grantee has System facilities, such abandonment shall be conditioned on Grantee's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Grantee for all removal or relocation expenses, if Grantee agrees to the removal or relocation of its System facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Grantee to remove or relocate its System facilities and Grantee agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION AND INSURANCE.

(A) IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY GRANTEE'S INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH GRANTEE'S OPERATIONS; THIS INDEMNIFICATION SHALL APPLY WHETHER OR NOT CITY, ITS AGENTS, OFFICERS OR EMPLOYEES WERE NEGLIGENT.

(B) IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION 4 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 4(A), AND UPON RESOLUTION OF THE CLAIM:

(1) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4(A), GRANTEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL REASONABLE ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED; OR

(2) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT GRANTEE AND INDEMNITEE WERE BOTH NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4, INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

(C) This section does not waive any governmental immunity available to City under Texas law. This section is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of Grantee and City. This section is not intended to limit the ability of City or Grantee to settle claims through alternative dispute resolution.

(D) If any action, suit or proceeding is brought against City, its agents and employees, upon any claim arising out of Grantee's operations, City shall give notice in writing to Grantee by registered or certified mail. City agrees to reasonably cooperate with Grantee in connection with such defense.

(E) Promptly after receipt by an Indemnatee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in Section 4(A) hereof may apply, the Indemnatee shall notify Grantee in writing of such fact. Grantee shall assume the defense thereof with counsel designated by Grantee and reasonably satisfactory to the Indemnatee.

(F) Should an Indemnatee be entitled to indemnification under this Section (4) hereof as a result of a claim by a third party, and Grantee fails to assume the defense of such claim, the Indemnatee will, at the expense of Grantee, contest (or, with the prior written consent of Grantee, settle) such third party claim.

(G) Grantee shall insure its obligations and risks undertaken pursuant to this Franchise in the form of a formal plan of self-insurance maintained in accordance with sound accounting and risk-management practices, or, at its option, maintain the following insurance coverages throughout the term of this Franchise:

(1) Commercial general or excess liability with minimum limits of five million dollars (\$5,000,000). To the extent that coverage is maintained on a claim made form, the minimum limits are ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:

- (a) Completed operations to be maintained for one (1) year.
- (b) Personal and advertising injury.
- (c) Contractual liability.
- (d) Explosion, collapse, or underground (XCU) hazards.

(2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit. This coverage shall include all owned, hired, and non-owned automobiles. Pollution liability insurance, with a minimum coverage of ten million dollars (\$10,000,000) per occurrence shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall provide coverage for clean-up costs.

(H) Prior to commencement of operations pursuant to this Agreement, Grantee shall furnish City with proof of insurance.

(I) Grantee will require its self-insurance to respond to the same extent as if City was an additional insured and waive subrogation rights against City.

SECTION 5. GAS SERVICE.

(A) Grantee shall furnish reasonably adequate service to the public at reasonable rates and charges therefore; and Grantee shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Grantee shall maintain on file with City copies of its current tariff, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers in City shall be subject to revision and change by either City or Grantee in the manner provided by law.

(B) Grantee hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for Grantee to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council of City or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. City Council of City may order Grantee to provide service or take any other action necessary to bring Grantee into compliance with the intent of the City Council in granting this Franchise, including termination of this Franchise in accordance with Section 12. The City Council of City shall render its opinion at the next regular meeting but in no event shall it be required to act in less than seven (7) days.

(C) Grantee shall keep and maintain its books, records, contracts, accounts, documents, and papers in any way related to this Franchise Ordinance and shall make them available for

inspection by City officials and employees upon reasonable notice.

(D) Grantee shall install, repair, maintain, and replace its System facilities in a good and workmanlike manner.

(E) If Grantee determines to install a meter in or near the Public Right-of-Way, Grantee agrees to discuss with City the aesthetics of the meter placement. Grantee shall not place a meter within City sidewalks. If City requires a meter upgrade, Grantee will comply so long as City reimburses Grantee for the reasonable costs incurred by Grantee in changing meters; provided, however, that in no event shall underground meters be required.

(F) Grantee shall take such measures which will result in its System facilities meeting the standards required by applicable federal, state, and environmental laws.

(G) Nothing in this Franchise shall impair the right of City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Grantee to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of City as same now exists or as such limits may be extended from time-to-time hereafter.

SECTION 6. NON-EXCLUSIVE FRANCHISE.

(A) The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling Gas to and for City and the inhabitants thereof.

(B) City reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for City and inhabitants thereof.

SECTION 7. CONSIDERATION AND METHOD OF PAYMENT.

(A) Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of April, ~~2023~~2024, and on or before the same day of each succeeding year during the term of this franchise the last payment under the initial term being made on the 1st day of April, 2043, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in Section 2 above, received by Atmos Energy during the preceding calendar year.

(B) The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, ~~2023~~2024, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

~~It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal~~

~~taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.~~

Commented [HE1]: This is the same as Section 8

(C) The franchise fee amounts based on Contributions in Aid of Construction (CIAC) shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment under this ordinance shall be due on or before April 30, 2024 and will be based on CIAC revenues for the year January 1 through December 31, 2023 in accordance with the terms of the previous agreement. All subsequent CIAC franchise fee payments shall be due on or before April 30 of each succeeding year during the term of this franchise with the final payment under the initial term being made on or before April 30, 2044.

~~(C)(D)~~ Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy.

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

~~(D)(E)~~ Atmos Energy Franchise Fee Recovery Tariff

(1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

(2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such

franchise fees by Atmos Energy.

(3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

~~(E)(F)~~ Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

~~(F)(G)~~ City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 8. OTHER TAXES.

(A) It is expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, Franchise taxes or charges, municipal license, permit and inspection fees, bonds, street taxes, and street or alley rentals or charges except as provided in this section. Payment of the fees and other consideration due hereunder by Grantee is not accepted by City in lieu of any reimbursement of regulatory costs, payment of taxes that are uniform and generally applicable to other persons conducting business within City, such as property, sales and use taxes or the costs to repair damages to the Public Right-of-way or to indemnify City as required herein. If City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or Franchise taxes or charges as aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Grantee's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or Franchise taxes or charges as aforesaid.

(B) Payment of the fees and other consideration due hereunder shall not in any way limit or inhibit any of the privileges of City whether under this Franchise Ordinance or otherwise.

SECTION 9. TERM.

The initial term of this Franchise shall expire at midnight on December 31, 2043. Unless written notice of its intent to renegotiate is provided by either City or Grantee at least ninety (90) days prior to the expiration of the term, the Franchise shall be extended for up to two (2) additional terms of five (5) years each on the same terms and conditions as set forth herein.

SECTION 10. OTHER FRANCHISES.

If Grantee should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, as it exists on the effective date of this Agreement, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Right-of-way in a manner that, if applied to City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Grantee to City pursuant to this Ordinance may, at the election of City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. City acknowledges that the exercise of this right is conditioned upon City's acceptance of all terms and conditions of the other municipal franchise *in toto*. City may request waiver of certain terms and Grantee may grant, in its sole reasonable discretion, such waiver.

SECTION 11. CITY RULES AND REGULATION, DOCUMENTS AND REPORTS.

(A) City expressly reserves, and Grantee expressly recognizes, City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such cost of service, cost of Gas, charter provisions, ordinances, rules, and regulations as City deems necessary.

(B) Grantee shall file with City, those documents required by law to be filed with City, and otherwise, upon City's request, all tariffs, rules, regulations and policies under consideration with the Railroad Commission relating to the facilities and operations, any matters relating to the System facilities and operations, any matters affecting the use of Public Right-of-Way or this Franchise. Upon request, Grantee shall provide City with a copy of filings it makes with the Railroad Commission affecting the same. In addition, upon request, Grantee will provide City copies of Grantee's most recent annual report, all petitions, communication reports, advice letters, audits, complaints, and applications together with supporting pre-filed testimony and exhibits filed by Grantee or third parties with the Railroad Commission.

SECTION 12. DEFAULT, REMEDIES, TERMINATION.

(A) In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to forfeit and terminate the Franchise and all rights and privileges of Grantee hereunder in the event of a breach of its terms and conditions. A breach by Grantee shall include, but shall not be limited to, the following:

- (1) Violation of any provision of the Franchise or any rule, order, regulation or determination of City made pursuant to the Franchise;

- (2) Attempt to evade any provision of the Franchise or to practice any fraud or deceit upon City or its Residents;
- (3) Failure to begin or complete Gas facility construction or extension as agreed to with City;
- (4) Failure to provide the services set forth in the Franchise; or
- (5) Material misrepresentation of fact in the application for or negotiation of the Franchise.

(B) The foregoing shall not constitute a breach if the violation occurs without fault of Grantee or occurs as a result of circumstances beyond its control which could not have been avoided as a result of the exercise of reasonable care. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.

(C) City may make a written demand that Grantee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, City may take under consideration the issue of termination of the Franchise.

(D) If Grantee does not cure the default within such time frame, City shall notify Grantee in writing of its right to have a hearing before the City Council to present any objections or defenses Grantee may have that are relevant to the proposed termination. The notice shall specify a hearing date which shall be at least thirty (30) days from the date of the notice. After such hearing, City may determine whether to continue or to terminate the Franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Grantee of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

(E) Notwithstanding the foregoing, the rights and remedies of City set forth in this section shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same breach of this Agreement.

(F) The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

SECTION 13. MISCELLANEOUS PROVISIONS.

(A) This Franchise is made for the exclusive benefit of City and Grantee, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

(B) No assignment or transfer of this Franchise shall be made, in whole or in part, without approval of the City Council of City unless otherwise superseded by state laws, rules, or regulations or Railroad Commission of Texas action and such approval shall not be unreasonably withheld or delayed; provided however that Grantee may assign this Agreement to an Affiliate without City's consent or approval, upon thirty (30) days' notice to City. City will grant such approval unless assignee is materially weaker than Grantee. For the purpose of this section, "materially weaker" means that the long-term unsecured debt rating of the assignee is less than investment grade as rated by both S&P and Moody's. If the assignee is materially weaker, City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the assignee. Upon approval or assignment to an Affiliate without approval as provided herein, the rights, privileges, and franchise herein granted to Grantee shall extend to and include its successors and assigns. The assignment shall not become effective until assignee agrees in writing to be bound by the terms, conditions, provisions, requirements and agreements contained in this Franchise.

(C) If either City or Grantee requests renegotiation of any term of this Franchise, Grantee and City agree to renegotiate in good faith revisions to any and all terms of this Franchise. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Franchise will continue in effect for the remaining term of the Franchise.

(ii) Any notices required or desired to be given from one party to the other party to this Franchise shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Crowley
201 E Main Street
Crowley, Texas 76036
76134

GRANTEE
Manager of Public Affairs
Atmos Energy
~~100 Morningside Dr.~~ 901 Altamesa Blvd.
Fort Worth, Texas ~~76110~~

With a copy to:
Ms. Betsy Elam
Taylor Olson Adkins Sralla & Elam LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

(D) Nothing contained herein shall limit or restrict any legal rights that City may possess arising from any alleged violation of this Franchise.

(E) Neither City nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employers, or agents, upon any one or more occasions to insist upon or seek compliance with any such terms and conditions.

(F) The paragraph headings contained in this Franchise are for convenience only and shall in no way enlarge or limit the scope or meaning of the various paragraphs hereof. Both parties have participated in the preparation of this Franchise and this Franchise shall not be construed either more or less strongly against or for either party.

SECTION 14. SEVERABILITY

This Franchise and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Franchise shall not affect the validity or constitutionality of any other portion of this Franchise. If any term or provision of this Franchise is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Franchise shall not be affected thereby.

SECTION 15. ACCEPTANCE AND EFFECTIVE DATE.

To accept this Franchise, Grantee must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise is not filed by Grantee, this Franchise shall be rendered null and void.

When this Franchise becomes effective and Grantee makes its first payments due hereunder, any and all previous ordinances of City granting franchises for Gas delivery purposes that were held by Grantee shall be cancelled. If Grantee accepts this Franchise, this Franchise shall become effective upon final passage and approval.

PASSED AND APPROVED this _ day of _____, ~~2022~~2023.

BILLY DAVIS, Mayor
City of Crowley, Texas

ATTEST:

CAROL KONHAUSER, City Secretary
City of Crowley, Texas

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF CROWLEY §

I, Carol Konhauser, City Secretary of the City of Crowley, Tarrant County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Crowley, Texas, at a regular session, held on the ____ day of _____, ~~2022~~2023, as it appears of record in the Minutes of said regular session.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, ~~2022~~2023.

CAROL KONHAUSER, City Secretary
City of Crowley, Texas

ORDINANCE NO. 10-2022-474

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF CROWLEY, TARRANT COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF CERTAIN OTHER FEES AND CHARGES EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES

WHEREAS, Atmos Energy Corporation (“Grantee”) is engaged in the business of providing gas utility service within the City of Crowley and is using the Public Rights-of-Way for that purpose under the terms of an ordinance granting a franchise agreement and ordinance heretofore duly passed by the governing body of the City; and

WHEREAS, the franchise will expire in October 2022 and the City and Grantee desire to enter into a new franchise agreement.

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

SECTION 1. GRANT OF AUTHORITY.

(A) That City hereby grants to Grantee consent to use and occupy, subject to the terms hereof, the Public Rights-of-Way, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment to deliver, transport and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell Gas to persons, firms, and corporations, including all the general public, within City corporate limits, as such limits may be amended from time to time during the term of this Franchise.

(B) The provisions set forth in this Franchise represent the terms and conditions under which Grantee shall construct, operate, and maintain its System facilities within City. Grantee, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time.

(C) This Franchise does not grant to Grantee the right, privilege or authority to engage in any other activities within City other than those set forth in Section 1(A).

SECTION 2. DEFINITIONS.

For the purpose of this Franchise, the following words and phrases shall have meaning

given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in this section shall be given their common and ordinary meaning.

“Affiliate” means any entity controlling, controlled by or under common control with the entity in question. As used in this definition, the term “control” means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

“City” means the municipal corporation designated as the City of Crowley and includes the territory as currently is or may in the future be included within the boundaries of City, with its principal office at 201 E Main Street, Crowley, Texas 76036.

“Franchise” or “Agreement” means the rights and obligations of City and Grantee set forth in this ordinance, as the same may be amended from time to time, and includes those rights and duties provided under the laws of Texas and of the United States.

“Gas” means such gaseous fuels as natural, artificial, synthetic, liquefied natural gas, liquefied petroleum, manufactured, or any mixture thereof.

“Grantee” means Atmos Energy Corporation, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest, with its principal office at 5430 LBJ Freeway, Dallas, Texas 75240.

“Gross Revenues” means:

(A) all revenues received by Grantee from the sale of gas to all classes of customers (excluding Gas sold to another gas utility in City for resale of Gas to its customers within City) within City;

(B) all revenues received by the Grantee from the transportation of Gas through the pipeline system of Grantee within City to customers located within City (excluding any Gas transported to another gas utility in City for the sale of Gas to its customers within City);

(C) the value of Gas transported by Grantee for transport customers through the System of Grantee within City (“Third Party Sales”), (excluding the value of any Gas transported to another gas utility in City which has executed a franchise agreement with City for the sale of Gas to its customers within City), with the value of such Gas to be established by utilizing Grantee’s monthly weighted average cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably as is possible near the time as the transportation service is performed; and

(D) “Gross Revenues” shall also include:

(1) fees collected pursuant to this Agreement;

- (2) revenues billed but not ultimately collected or received by the Grantee;
 - (3) State gross receipts fees; and
 - (4) the following “miscellaneous charges”:
 - (a) charges to connect, disconnect, or reconnect Gas within the City;
 - (b) charges to handle returned checks from consumers within the City;
and
 - (c) contributions in aid of construction (“CIAC”).
- (E) “Gross Revenues” shall not include:
- (1) the revenue of any affiliate or subsidiary of Grantee;
 - (2) sales tax paid to City;
 - (3) interest or investment income earned by Grantee; and
 - (4) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Public Rights-of-Way.

“Public Rights-of-Way” means the public streets, medians, boulevards, roads, lanes, alleys, highways, public utility easements, viaducts, and bridges across water ways and other public places that are deeded or dedicated to City and are available for Grantee’s use.

“Railroad Commission” means the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Railroad Commission.

“Residents” means all persons, businesses, industry, governmental agencies, and any other entity whatsoever, located, in whole or part, within City that are or may be served by Grantee hereunder.

“System” and/ or “System facilities” means all of Grantee’s pipes, pipelines, Gas mains, laterals, feeders, regulators, meters, fixtures, connections or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, and sales of natural Gas for heating, lighting and power.

SECTION 3. USE OF RIGHT-OF-WAY.

(A) The grant to Grantee in Section 1 is subject to the terms and conditions contained herein, the Texas Constitution, City’s Charter and ordinances, all as amended, and subject to applicable and controlling local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. This Franchise Agreement shall in no way affect or impair the rights, obligations, or remedies of the parties under the Texas Public Utility Regulatory Act, other state or federal law,

or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by City, that Grantee believes is in violation of any federal, state, or local law or regulation.

(B) All construction and work done by Grantee, and the operation of its business, under and by virtue of this Franchise, shall be in conformance with the ordinances, rules and regulations now in force and generally applicable ordinances not in conflict with this Franchise that may hereafter be adopted by City, relating to the use of the Public Right-of-Way.

(C) Grantee shall provide reasonable notice to City of planned work within the Public Right-of-Way and shall, except in cases of emergency conditions, obtain a permit if required by City's ordinances before commencing work. If so required, Grantee shall comply with permitting requirements that do not conflict with this Ordinance; provided however Grantee or contractors working on behalf of Grantee shall not be required to pay fees related to its use of the Public Right-of-Way other than in accordance with Section 7 hereof.

(D) The location of all pipes, mains, laterals, and other equipment shall be subject to approval by the City Manager or designee prior to construction; provided however, said approval shall not be unreasonably withheld. In the event of a conflict between the location of the System facilities of Grantee and the location of the facilities of City or other utility franchisees within the Public Rights-of-Way that cannot be resolved, the City Manager or designee shall resolve the conflict and determine the location of the respective facilities. Grantee shall not interfere with power, telephone, cable, or water facilities, sanitary or storm sewer facilities, or other municipal or public use of the Public Right-of-Way. Grantee has the right to request City Council review of any actions concerning Grantee's use of the Public Right-of-Way. City shall provide Grantee with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Grantee as soon as reasonably possible of any projects that will affect Grantee's System facilities located in the Public Rights-of-Way.

(E) The Grantee shall construct, maintain, and operate its System facilities in a manner which provides reasonable protection against injury or damage to persons or property.

(F) When Grantee is required by City to remove or relocate its mains, laterals, and other System facilities to accommodate construction of streets and alleys by City, and Grantee is eligible under federal, state, county, City or other local agencies or programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through City, City shall include Grantee costs and expenses in an application by City for reimbursement only when City applies for a grant or program where the eligible relocation costs are delineated separately such that City has constructive notice that Grantee relocation costs are eligible for reimbursement and only if Grantee submits a request together with its cost and expense documentation to City a reasonable time prior to the filing of the application. City shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to City. In the event that City receives only a portion of any reimbursement costs sought and the reimbursement received is not delineated separately such that Grantee's eligible relocation costs are clearly noted, City will reimburse Grantee only after City's costs have been paid in full. When Grantee is required to remove or relocate any System facility without reimbursement, Grantee shall have the right to

seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Grantee to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Grantee is required by City to perform relocation. City shall not require that Grantee document request for reimbursement as a pre-condition to recovery of such relocation costs. Upon receipt of reimbursement from an agency or program as outlined above, City shall remit to the Grantee, within thirty (30) days of receipt, its portion related to the relocation or removal of its System facilities, only if the reimbursement received delineates separately Grantee's eligible relocation costs or City's costs have been paid in full. Notwithstanding the foregoing, City shall not be responsible for reimbursement of any relocation costs if Grantee secures or is eligible to secure reimbursement of eligible costs from any other source other than through a statutory rate mechanism or other rate mechanism adopted by City. This paragraph applies exclusively to the Grantee's recovery of its relocation costs and, except as provided in Section 7(H), nothing herein shall prohibit City from denying or opposing a request by Grantee to increase or modify its other rates, charges, fees, or tariffs.

(G) City may request Grantee to relocate any part of its System facilities installed or maintained in the Public Right-of-Way to accommodate construction or improvement of a highway, road, street, public way, or other public work procured by City which is not undertaken primarily for beautification or to accommodate a private developer. Grantee and City agree that a project is not undertaken primarily for beautification, unless more than fifty percent (50%) of the project costs are allocated to costs unassociated with those required to meet City standards for highway, road, street, public way, or other public work including costs associated with water, sewer, drainage, paving and subgrade, curb and gutter, and sidewalk construction. Grantee shall be responsible for bearing the costs of such relocation to the extent that proposed City facilities are determined to be in conflict with Grantee's existing System facilities and as permitted by local, state or federal law. Such relocation shall be made by the Grantee within a reasonable period of time not to exceed sixty (60) days after notice of request from City unless otherwise specifically agreed to by the City or unless Grantee certifies to City in writing that no conflict exists between its System facilities and the proposed City facilities. Should Grantee submit evidence that it is unable to complete the relocation within said time due to no fault of Grantee, the City Manager or designee may agree with Grantee to extend such time. Grantee shall not be required to relocate System facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Grantee. City and Grantee shall collaborate on designs where there is the potential need for System facilities to be relocated to a depth of greater than four feet (4'). Should Grantee have concerns regarding whether the requested placement of System facilities is unsafe or inconsistent with the Gas distribution industry standard safe operating practices, Grantee shall provide City with information detailing and substantiating such concerns and work with City on a solution acceptable to both parties. Should Grantee certify that no conflict exists and it is later determined that Grantee's System facilities conflict with proposed City facilities resulting in a delay in the construction of City facilities, Grantee shall reimburse City for all expenses incurred as a result of the delay. Should Grantee agree to relocate any part of its System facilities and fail to perform the relocation causing a delay in the construction of City facilities, Grantee shall reimburse City for all expenses incurred as a result of the delay.

(H) Following relocation, Grantee shall repair, according to City specifications, clean up, and restore all Public Right-of-Way disturbed during construction and repair of Grantee's

systems, at its own expense, to approximately the same or better condition as prior to being disturbed.

(I) The installation and replacement of any System facilities in Public Right-of-Way by Grantee shall be subject to inspection and approval by City. The repair and maintenance of any System facilities in Public Right-of-way by the Grantee shall be subject to inspection by City. Grantee agrees to cooperate fully with City in conducting the inspection. Such inspections shall be conducted within a reasonable time after completion of the project. Grantee shall promptly perform reasonable remedial action required by City pursuant to such an inspection. Notwithstanding anything in this section to the contrary, the authority to regulate and inspect Grantee's System for compliance with the provisions of Part 192 of Title 49 of the Code of Federal Regulations is hereby reserved to those federal and state authorities having jurisdiction thereunder and nothing herein is intended to confer any such authority to City unless expressly provided under applicable law.

(J) City reserves the right to lay and permit to be laid, power, sewer, Gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work that may be deemed necessary or proper by City in, across, along, over, and under any Public Right-of-Way occupied by Grantee, and to change any curb or sidewalk or the grade of any street.

(K) If City abandons any Public Rights-of-Way in which Grantee has System facilities, such abandonment shall be conditioned on Grantee's right to maintain its use of the former Public Right- of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Grantee for all removal or relocation expenses, if Grantee agrees to the removal or relocation of its System facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Grantee to remove or relocate its System facilities and Grantee agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION AND INSURANCE.

(A) IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY GRANTEE'S INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH GRANTEE'S OPERATIONS; THIS INDEMNIFICATION SHALL APPLY WHETHER OR NOT CITY, ITS AGENTS, OFFICERS OR EMPLOYEES WERE NEGLIGENT.

(B) IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION 4 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES

FOR ANY OF THE REASONS REFERRED TO IN SECTION 4(A), AND UPON RESOLUTION OF THE CLAIM:

(1) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4(A), GRANTEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL REASONABLE ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED; OR

(2) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT GRANTEE AND INDEMNITEE WERE BOTH NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4, INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

(C) This section does not waive any governmental immunity available to City under Texas law. This section is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of Grantee and City. This section is not intended to limit the ability of City or Grantee to settle claims through alternative dispute resolution.

(D) If any action, suit or proceeding is brought against City, its agents and employees, upon any claim arising out of Grantee's operations, City shall give notice in writing to Grantee by registered or certified mail. City agrees to reasonably cooperate with Grantee in connection with such defense.

(E) Promptly after receipt by an Indemnatee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in Section 4(A) hereof may apply, the Indemnatee shall notify Grantee in writing of such fact. Grantee shall assume the defense thereof with counsel designated by Grantee and reasonably satisfactory to the Indemnatee.

(F) Should an Indemnatee be entitled to indemnification under this Section (4) hereof as a result of a claim by a third party, and Grantee fails to assume the defense of such claim, the Indemnatee will, at the expense of Grantee, contest (or, with the prior written consent of Grantee, settle) such third party claim.

(G) Grantee shall insure its obligations and risks undertaken pursuant to this Franchise in the form of a formal plan of self-insurance maintained in accordance with sound accounting and risk-management practices, or, at its option, maintain the following insurance coverages throughout the term of this Franchise:

(1) Commercial general or excess liability with minimum limits of five million dollars (\$5,000,000). To the extent that coverage is maintained on a claim made

form, the minimum limits are ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:

- (a) Completed operations to be maintained for one (1) year.
- (b) Personal and advertising injury.
- (c) Contractual liability.
- (d) Explosion, collapse, or underground (XCU) hazards.

(2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit. This coverage shall include all owned, hired, and non-owned automobiles. Pollution liability insurance, with a minimum coverage of ten million dollars (\$10,000,000) per occurrence shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall provide coverage for clean-up costs.

(H) Prior to commencement of operations pursuant to this Agreement, Grantee shall furnish City with proof of insurance.

(I) Grantee will require its self-insurance to respond to the same extent as if City was an additional insured and waive subrogation rights against City.

SECTION 5. GAS SERVICE.

(A) Grantee shall furnish reasonably adequate service to the public at reasonable rates and charges therefore; and Grantee shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Grantee shall maintain on file with City copies of its current tariff, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers in City shall be subject to revision and change by either City or Grantee in the manner provided by law.

(B) Grantee hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for Grantee to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council of City or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. City Council of City may order Grantee to provide service or take any other action necessary to bring Grantee into compliance with the intent of the City Council in granting this Franchise, including termination of this Franchise in accordance with Section 12. The City Council of City shall render its opinion at the next regular meeting but in no event shall it be required to act in less than seven (7) days.

(C) Grantee shall keep and maintain its books, records, contracts, accounts, documents, and papers in any way related to this Franchise Ordinance and shall make them available for inspection by City officials and employees upon reasonable notice.

(D) Grantee shall install, repair, maintain, and replace its System facilities in a good and workmanlike manner.

(E) If Grantee determines to install a meter in or near the Public Right-of-Way, Grantee agrees to discuss with City the aesthetics of the meter placement. Grantee shall not place a meter within City sidewalks. If City requires a meter upgrade, Grantee will comply so long as City reimburses Grantee for the reasonable costs incurred by Grantee in changing meters; provided, however, that in no event shall underground meters be required.

(F) Grantee shall take such measures which will result in its System facilities meeting the standards required by applicable federal, state, and environmental laws.

(G) Nothing in this Franchise shall impair the right of City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Grantee to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of City as same now exists or as such limits may be extended from time-to-time hereafter.

SECTION 6. NON-EXCLUSIVE FRANCHISE.

(A) The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling Gas to and for City and the inhabitants thereof.

(B) City reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for City and inhabitants thereof.

SECTION 7. CONSIDERATION AND METHOD OF PAYMENT.

(A) Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of April, 2024, and on or before the same day of each succeeding year during the term of this franchise the last payment under the initial term being made on the 1st day of April, 2043, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in Section 2 above, received by Atmos Energy during the preceding calendar year.

(B) The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2024, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

(C) The franchise fee amounts based on Contributions in Aid of Construction (CIAC) shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment under this ordinance shall be due on or before April 30, 2024 and will be based on CIAC revenues for

the year January 1 through December 31, 2023 in accordance with the terms of the previous agreement. All subsequent CIAC franchise fee payments shall be due on or before April 30 of each succeeding year during the term of this franchise with the final payment under the initial term being made on or before April 30, 2044.

(D) Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy.

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

(E) Atmos Energy Franchise Fee Recovery Tariff

(1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

(2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.

(3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

(F) Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

(G) City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 8. OTHER TAXES.

(A) It is expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, Franchise taxes or charges, municipal license, permit and inspection fees, bonds, street taxes, and street or alley rentals or charges except as provided in this section. Payment of the fees and other consideration due hereunder by Grantee is not accepted by City in lieu of any reimbursement of regulatory costs, payment of taxes that are uniform and generally applicable to other persons conducting business within City, such as property, sales and use taxes or the costs to repair damages to the Public Right-of-way or to indemnify City as required herein. If City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or Franchise taxes or charges as aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Grantee's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or Franchise taxes or charges as aforesaid.

(B) Payment of the fees and other consideration due hereunder shall not in any way limit or inhibit any of the privileges of City whether under this Franchise Ordinance or otherwise.

SECTION 9. TERM.

The initial term of this Franchise shall expire at midnight on December 31, 2043. Unless written notice of its intent to renegotiate is provided by either City or Grantee at least ninety (90) days prior to the expiration of the term, the Franchise shall be extended for up to two (2) additional terms of five (5) years each on the same terms and conditions as set forth herein.

SECTION 10. OTHER FRANCHISES.

If Grantee should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, as it exists on the effective date of this Agreement, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Right-of-way in a manner that, if applied to City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Grantee to City pursuant to this Ordinance may, at the election of City, be increased so that the

amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. City acknowledges that the exercise of this right is conditioned upon City's acceptance of all terms and conditions of the other municipal franchise *in toto*. City may request waiver of certain terms and Grantee may grant, in its sole reasonable discretion, such waiver.

SECTION 11. CITY RULES AND REGULATION, DOCUMENTS AND REPORTS.

(A) City expressly reserves, and Grantee expressly recognizes, City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such cost of service, cost of Gas, charter provisions, ordinances, rules, and regulations as City deems necessary.

(B) Grantee shall file with City, those documents required by law to be filed with City, and otherwise, upon City's request, all tariffs, rules, regulations and policies under consideration with the Railroad Commission relating to the facilities and operations, any matters relating to the System facilities and operations, any matters affecting the use of Public Right-of-Way or this Franchise. Upon request, Grantee shall provide City with a copy of filings it makes with the Railroad Commission affecting the same. In addition, upon request, Grantee will provide City copies of Grantee's most recent annual report, all petitions, communication reports, advice letters, audits, complaints, and applications together with supporting pre-filed testimony and exhibits filed by Grantee or third parties with the Railroad Commission.

SECTION 12. DEFAULT, REMEDIES, TERMINATION.

(A) In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to forfeit and terminate the Franchise and all rights and privileges of Grantee hereunder in the event of a breach of its terms and conditions. A breach by Grantee shall include, but shall not be limited to, the following:

- (1) Violation of any provision of the Franchise or any rule, order, regulation or determination of City made pursuant to the Franchise;
- (2) Attempt to evade any provision of the Franchise or to practice any fraud or deceit upon City or its Residents;
- (3) Failure to begin or complete Gas facility construction or extension as agreed to with City;
- (4) Failure to provide the services set forth in the Franchise; or
- (5) Material misrepresentation of fact in the application for or negotiation of the Franchise.

(B) The foregoing shall not constitute a breach if the violation occurs without fault of Grantee or occurs as a result of circumstances beyond its control which could not have been avoided as a result of the exercise of reasonable care. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.

(C) City may make a written demand that Grantee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, City may take under consideration the issue of termination of the Franchise.

(D) If Grantee does not cure the default within such time frame, City shall notify Grantee in writing of its right to have a hearing before the City Council to present any objections or defenses Grantee may have that are relevant to the proposed termination. The notice shall specify a hearing date which shall be at least thirty (30) days from the date of the notice. After such hearing, City may determine whether to continue or to terminate the Franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Grantee of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

(E) Notwithstanding the foregoing, the rights and remedies of City set forth in this section shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same breach of this Agreement.

(F) The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

SECTION 13. MISCELLANEOUS PROVISIONS.

(A) This Franchise is made for the exclusive benefit of City and Grantee, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

(B) No assignment or transfer of this Franchise shall be made, in whole or in part, without approval of the City Council of City unless otherwise superseded by state laws, rules, or regulations or Railroad Commission of Texas action and such approval shall not be unreasonably withheld or delayed; provided however that Grantee may assign this Agreement to an Affiliate without City's consent or approval, upon thirty (30) days' notice to City. City will grant such approval unless assignee is materially weaker than Grantee. For the purpose of this section, "materially weaker" means that the long-term unsecured debt rating of the assignee is less than investment grade as rated by both S&P and Moody's. If the assignee is materially weaker, City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the assignee. Upon approval or assignment to an Affiliate without approval as provided herein, the rights, privileges, and franchise herein granted to Grantee shall extend to and include its successors and assigns. The assignment shall not become effective until assignee agrees in writing to be bound by the terms, conditions, provisions, requirements and agreements contained in this Franchise.

(C) If either City or Grantee requests renegotiation of any term of this Franchise, Grantee and City agree to renegotiate in good faith revisions to any and all terms of this Franchise. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Franchise will continue in effect for the remaining term of the Franchise.

(ii) Any notices required or desired to be given from one party to the other party to this Franchise shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Crowley
201 E Main Street
Crowley, Texas 76036

GRANTEE
Manager of Public Affairs
Atmos Energy
901 Altamesa Blvd.
Fort Worth, Texas 76134

With a copy to:

Taylor Olson Adkins Sralla & Elam LLP
Re: City of Crowley
6000 Western Place, Suite 200
Fort Worth, Texas 76107

(D) Nothing contained herein shall limit or restrict any legal rights that City may possess arising from any alleged violation of this Franchise.

(E) Neither City nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employers, or agents, upon any one or more occasions to insist upon or seek compliance with any such terms and conditions.

(F) The paragraph headings contained in this Franchise are for convenience only and shall in no way enlarge or limit the scope or meaning of the various paragraphs hereof. Both parties have participated in the preparation of this Franchise and this Franchise shall not be construed either more or less strongly against or for either party.

SECTION 14. SEVERABILITY

This Franchise and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Franchise shall not affect the validity or constitutionality of any other portion of this Franchise. If any term or provision of this Franchise is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Franchise shall not be affected thereby.

SECTION 15. ACCEPTANCE AND EFFECTIVE DATE.

To accept this Franchise, Grantee must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise is not filed by Grantee, this Franchise shall be rendered null and void.

When this Franchise becomes effective and Grantee makes its first payments due hereunder, any and all previous ordinances of City granting franchises for Gas delivery purposes that were held by Grantee shall be cancelled. If Grantee accepts this Franchise, this Franchise shall become effective upon final passage and approval.

PASSED AND APPROVED this _ day of _____, 2023.

BILLY DAVIS, Mayor
City of Crowley, Texas

ATTEST:

CAROL KONHAUSER, City Secretary
City of Crowley, Texas

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF CROWLEY §

I, Carol Konhauser, City Secretary of the City of Crowley, Tarrant County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Crowley, Texas, at a regular session, held on the ____ day of _____, 2023, as it appears of record in the Minutes of said regular session.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, 2023.

CAROL KONHAUSER, City Secretary
City of Crowley, Texas

From: [Michelle Roberts](#) on behalf of [Rob Allibon](#)
To: [Carol Konhauser](#)
Cc: [Robert Loftin](#); [Jack Thompson](#); [Lori Watson](#)
Subject: RE: Atmos Energy Franchise Redline Proposal
Date: Monday, June 19, 2023 11:12:24 AM
Attachments: [image003.png](#)

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**SUBJECT TO ATTORNEY-CLIENT PRIVILEGE
CONFIDENTIAL COMMUNICATION**

Carol:

Thank you for forwarding the revised proposed franchise agreement from Atmos Energy. As you will recall, Atmos originally submitted their own form franchise agreement to the City last fall. Their proposed franchise agreement form was not favorable to the City. Our office had just renegotiated franchise agreements for the cities of Kennedale, Benbrook and Mansfield in the last couple of years, and we suggested that Atmos agree to the same form for the franchise agreement/ordinance for Crowley.

The good news is that Atmos has utilized the same form of the franchise agreement/ordinance that was negotiated for Benbrook, Kennedale and Mansfield. Overall, the attached red-lined ordinance from Atmos is acceptable.

There are a couple of items I want to bring to your attention, however:

ATMOS has been paying the franchise fee to the City annually for many years, this is not a concern.

- The franchise fee is proposed to be paid to Crowley annually on or before April 1st. Atmos agreed to pay Mansfield and Benbrook quarterly, and Kennedale's agreement is for annual payments. Are annual payments acceptable to Crowley?
- The term of this franchise agreement with Crowley is for twenty years with two five year automatic renewals, unless either party gives notice of intent to terminate prior to the renewal term. The recent franchise agreements with Mansfield, Benbrook and Kennedale were all for ten year initial terms. Is the twenty year initial term acceptable to Crowley?
- Under Section 13(C), they have listed Betsy Elam as the contact person to be copied at my firm. I assume this is because they used one of the prior sample documents we sent to them to create this document where Betsy was listed. Instead of actually listing a name, I would suggest that the City Attorney reference in Section 13(C) just be listed as "Crowley City Attorney", with no particular name.

Contact in Section 13(C) has been updated to reflect Crowley City Attorney

If the City is satisfied with the annual franchise fee payments and the twenty year term, I think the agreement is ready for approval with the one

modification to Section 13(C) that I referenced above. If you want to further negotiate for quarterly payments or a shorter term, we will have to continue to discuss those issues with Atmos.

I hope this is of assistance. If you have any questions, please don't hesitate to contact me.

Best regards,

Rob Allibon
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
(817) 332-2580
(817) 332-4740 – Fax



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From: Carol Konhauser <ckonhauser@ci.crowley.tx.us>
Sent: Friday, June 16, 2023 11:09 AM
To: Rob Allibon <rallibon@toase.com>
Subject: FW: Atmos Energy Franchise Redline Proposal

Rob

This is the Atmos Franchise agreement with their attorneys redline changes. I'm attaching the original I sent to them and the very first one they sent to us just in case you wanted to compare any of them. If you are good with this, then I will add to the next agenda.



Carol Konhauser

City Secretary

201 E Main St
Crowley TX 76036
(817) 297-2201 ext 4000
ckonhauser@ci.crowley.tx.us
www.ci.crowley.tx.us

From: Winfield, Darwin <Darwin.Winfield@atmosenergy.com>

Sent: Monday, June 12, 2023 3:03 PM

To: Carol Konhauser <ckonhauser@ci.crowley.tx.us>

Cc: Winfield, Darwin <Darwin.Winfield@atmosenergy.com>

Subject: Atmos Energy Franchise Redline Proposal

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Carol,

Please see the attached franchise redline attached. You will note that the CIAC portion is back in and that there were a couple of paragraphs stricken as they are in Section 8.

Please let me know if you have any questions or concerns. Also, if your attorney is agreeable and it goes to council, please let me know. I would like to attend.

Thank you and have a safe day,
Darwin

Darwin L Winfield | Coordinating MPA | Atmos Energy Corporation | Mid-Tex Division | 817-207-2885 Office | Darwin.Winfield@atmosenergy.com | www.atmosenergy.com



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023
Agenda Item: VII-3

Staff
Contact: Rachel Roberts
E-mail: rroberts@ci.crowley.tx.us
Phone: 817/297-2201 x 3030

SUBJECT: Discuss and consider approval of Resolution R07-2023-391, amending the gas well permit for a pad site located at FM 1187 and Canoe Way and operated by Total, to change the driveway location from FM 1187 to Canoe Way

BACKGROUND/DISCUSSION

Silver Dollar Self-Storage has purchased the property at the southwest corner of FM 1187 and Canoe Way. Self-storage is a permitted use in the zoning district (Creekside planned development district, Highway Commercial sub-district). Total has a gas well padsite on this property, which has a driveway on FM 1187. Silver Dollar Self-Storage would like to have a driveway for their property on FM 1187, but TxDOT will not allow another driveway in this vicinity and will not allow the storage business to share a driveway with the gas well site.

Total and Silver Dollar have reached an agreement to move the driveway for the gas well to Canoe Way. Moving the driveway requires amending the original gas well permit for the site. The padsite operations would not be relocated or expanded under this amendment; the amendment only moves the driveway location.

TxDOT has conceptually approved the new driveway for the self-storage; that is, TxDOT has agreed to the new driveway, but the permit has not yet been officially granted. Based on staff discussions with the local TxDOT representative, TxDOT is waiting for the city to grant permission first before the driveway permit can be completed.

RECOMMENDATION

From a traffic safety perspective, staff have no objection to moving the driveway but have requested the storage company provide enhanced site design to offset the padsite's access point moving closer to the Creekside neighborhood. A gas well driveway is not typically designed to look attractive and compatible with a neighborhood. Design enhancements for the storage site can help minimize the appearance of the padsite driveway. The storage site will have a masonry screening wall on the sides that face residences and will have landscaping along the south side (north of the gas well driveway) and along Canoe Way. Additional enhancement could be requested by the Council if the existing plans are not sufficient.

ATTACHMENTS:

- Email from TxDOT (with attachments) confirming they have approved moving the driveway
- Application and supporting materials from Total
- Proposed landscaping plan from self-storage
- Resolution

Rachel Roberts

From: Mark Price <Mark.Price@txdot.gov>
Sent: Tuesday, June 27, 2023 7:00 AM
To: 'Kate Heartsill'; FTW_DistrictAccessPermits2; Rachel Roberts; Isaac Alva; Jake Hammons
Cc: Dusty ANDERSON; Lucas Heartsill; Rhett Heartsill; Jeff Dallenbach
Subject: CITY OF CROWLEY - SILVER DOLLAR SELF STOAGE : process for changing the gas well access drive
Attachments: Executed Agreement_TotalEnergies & Lukarh Investments, LLC - Driveway Access FM 1187 _withattachments.pdf; TxDOT Exhibit.pdf; GoogleEarth_Image.jpg

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Kate,

City of Crowley is ok with the changes for the Oilfield site change (Industrial Access) and to the Commercial access as shown. Oilfield truck route request change from Oilfield to Commercial Access to the New Silver Dollar Self Storage. The question for city was to make sure state was good with the reroute off the State roadway and yes, we are good with the change. This is giving up the Industrial permit that the Total Co. had and releases the connection to above project. This will help you meet the July 3 schedule for the site plan and Planning thru the City. New permit will be issued to the silver dollar Self storage property.

6-26-23 Per Phone call yesterday Rachel Roberts is good with this email as well.

NOTE: The deceleration lane is adding onto the turn lane in place at Canoe Way intersection. 100 taper 225 length. Jake Hammons Engineer need to update the plan set to new distance.

Mark Price

From: Kate Heartsill <kate.heartsill@gmail.com>
Sent: Monday, June 26, 2023 3:43 PM
To: Mark Price <Mark.Price@txdot.gov>
Cc: Rachel Roberts <rroberts@ci.crowley.tx.us>; Jake Hammons <jhammons@rlginc.com>; Dusty ANDERSON <dusty.anderson@totalenergies.com>; Lucas Heartsill <lheartsill@gmail.com>; Rhett Heartsill <rheartsill@gmail.com>; Jeff Dallenbach <jeff@dallenbachcole.com>
Subject: Re: process for changing the gas well access drive

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Rachel,

- I just got off the phone with Mark Price and he and I would like to have a phone call with you tomorrow - can you do 1 or 2PM?

- The requested "narrative" aka letter of support and approval, along with the previously Executed Agreement from Total Energies is attached for the application for the gas well permit amendment.

We need to discuss the TxDot Approval Letter you are requesting with this application.

TxDot Committee is evidently wanting a letter of approval from the City, before they will grant a letter of approval.

Please let us know if you can schedule a call.

Kate Heartsill
817-988-9353

On Fri, Jun 16, 2023 at 10:48 AM Mark Price <Mark.Price@txdot.gov> wrote:

Rachel, The connection on plans is agreed to from oilfield to the commercial.

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From: Rachel Roberts <rroberts@ci.crowley.tx.us>

Sent: Thursday, June 15, 2023 4:36:39 PM

To: Kate Heartsill <kate.heartsill@gmail.com>

Cc: Jake Hammons <jhammons@rlginc.com>; Mark Price <Mark.Price@txdot.gov>; Dusty ANDERSON <dusty.anderson@totalenergies.com>; Lucas Heartsill <lheartsill@gmail.com>; Rhett Heartsill <rheartsill@gmail.com>; Jeff Dallenbach <jeff@dallenbachcole.com>

Subject: RE: process for changing the gas well access drive

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Kate,

I've notified the city secretary that this is tentatively scheduled for the 7/20 Council meeting so she can go ahead and make space for it on the agenda.

Rachel

From: Kate Heartsill <kate.heartsill@gmail.com>

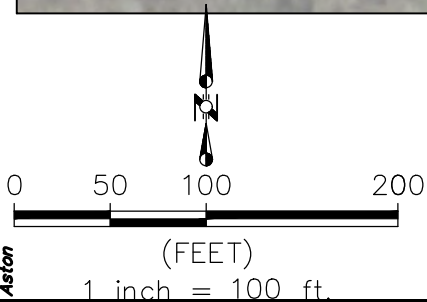
Sent: Thursday, June 15, 2023 4:05 PM

To: Rachel Roberts <rroberts@ci.crowley.tx.us>

Cc: Jake Hammons <jhammons@rlginc.com>; Mark Price <Mark.price@txdot.gov>; Dusty ANDERSON <dusty.anderson@totalenergies.com>; Lucas Heartsill <lheartsill@gmail.com>; Rhett Heartsill <rheartsill@gmail.com>; Jeff Dallenbach <jeff@dallenbachcole.com>

Subject: Re: process for changing the gas well access drive

C:\Civil\2021\2123.021 FM 1187 Self-Storage\6 - Project Drawings\6 - Exhibit\TxDOT\221027\TxDOT Exhibit Turning Lane.dwg: 10/26/2022 11:02:30 AM: Connor Aston



RLG CONSULTING ENGINEERS
825 W VICKERY BOULEVARD, SUITE 200
FORT WORTH, TEXAS 76104 817-687-0080
www.rlginc.com FIRM REG: F-493

RLG# P2123.024

TURNING LANE EXHIBIT

SILVER DOLLAR SELF-STORAGE
CROWLEY SELF-STORAGE
CITY OF CROWLEY, TEXAS

DATE: OCTOBER 27, 2022



Lukarh Investments, LLC
DBA Silver Dollar Self Storage
1303 Loop 306, San Angelo, Tx. 76904

TotalEnergies E&P USA Barnett 1, LLC
301 Commerce St., Ste. 3700
Fort Worth, TX 76102

Attn: Dusty Anderson
Director - Infrastructure Engineering
Exploration and Production

April 25, 2023

Re: Approval of the re-route for the driveway access to the wellsite.

This letter agreement will serve as the agreement between **TotalEnergies E&P USA Barnett 1, LLC**, as lessee under the applicable oil, gas and mineral lease ("**TotalEnergies**"), and **Lukarh Investments, LLC**, as surface owner and developer ("**Surface Owner**") of the surface of certain lands subject to that certain Surface Waiver, Surface Use, Subsurface Use and Easement Agreement dated effective as of October 20, 2004, by and between One Creekside, L.P., Four Sevens Oil Co., Ltd., and W.S. Mineral Holdings, L.L.C. (the "**Surface Agreement**"), regarding the point of access for ingress and egress to the wellsite located on a 10.147 acre tract of land in the David A. Kerr Survey, Abstract No. 911, and the Eli Wickson Survey, Abstract No. 1691, Tarrant County, Texas (the "**wellsite**") as depicted in the survey and site map attached hereto as **Attachment 1** and **Attachment 2**, respectively. Each of TotalEnergies and Surface Owner are successors-in-interest to the Surface Agreement.

Stipulations of the Agreement:

TotalEnergies acknowledges that Surface Owner will be developing the surface of certain lands subject to the Surface Agreement and Surface Owner will require sole usage of the existing driveway (the "**Existing Driveway**") from Farm To Market Road No. 1187 ("**FM Road**") to the wellsite for ingress and egress to the wellsite. TotalEnergies agrees that any access to the wellsite on the property subject to the Surface Agreement will be restricted to the new access route from Canoe Way to the wellsite proposed in writing by Surface owner to TotalEnergies that meets the requirements of TotalEnergies (to TotalEnergies' reasonable satisfaction) for trucks and full-sized tractor trailers to access the wellsite (the "**New**

Driveway”), such restriction to be applicable following the date that TotalEnergies receives written notice from Surface Owner that Surface Owner has constructed the New Driveway and the New Driveway is operational (the “Notice”). Prior to finalizing plans and beginning construction on the New Driveway, Surface Owner shall work with TotalEnergies to confirm that the New Driveway is constructed to the specifications delivered by TotalEnergies. Until the date that TotalEnergies receives the Notice, TotalEnergies shall maintain continued use of the Existing Driveway to the wellsite for daily operations during the construction period. Surface Owner shall bear and pay the entire cost and expense of the New Driveway as well as any construction costs associated with the access points to the wellsite, including but not limited to, the removal or reconstruction of the gates or perimeter wall surrounding the wellsite. Following the date that TotalEnergies receives the Notice, TotalEnergies shall be responsible for the cost and expense associated with maintaining the access points to the wellsite until the wells are plugged. At all times, before, during and after development of the surface of the property by Surface Owner, Surface Owner shall provide TotalEnergies 24/7 unrestricted access to the wellsite.

From time to time after the execution of this letter agreement, TotalEnergies and Surface Owner shall execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to more effectively assure the other of the benefits and enjoyment intended to be conveyed under this letter agreement (including, but not limited to, any amendment to the Surface Agreement), and otherwise to accomplish the purposes contemplated hereby.

Sincerely,



Lukarh Investments, LLC

Name Kate Heartsill
Title Managing Member
Date 4/25/23

Agreed and Accepted as of the date identified below:

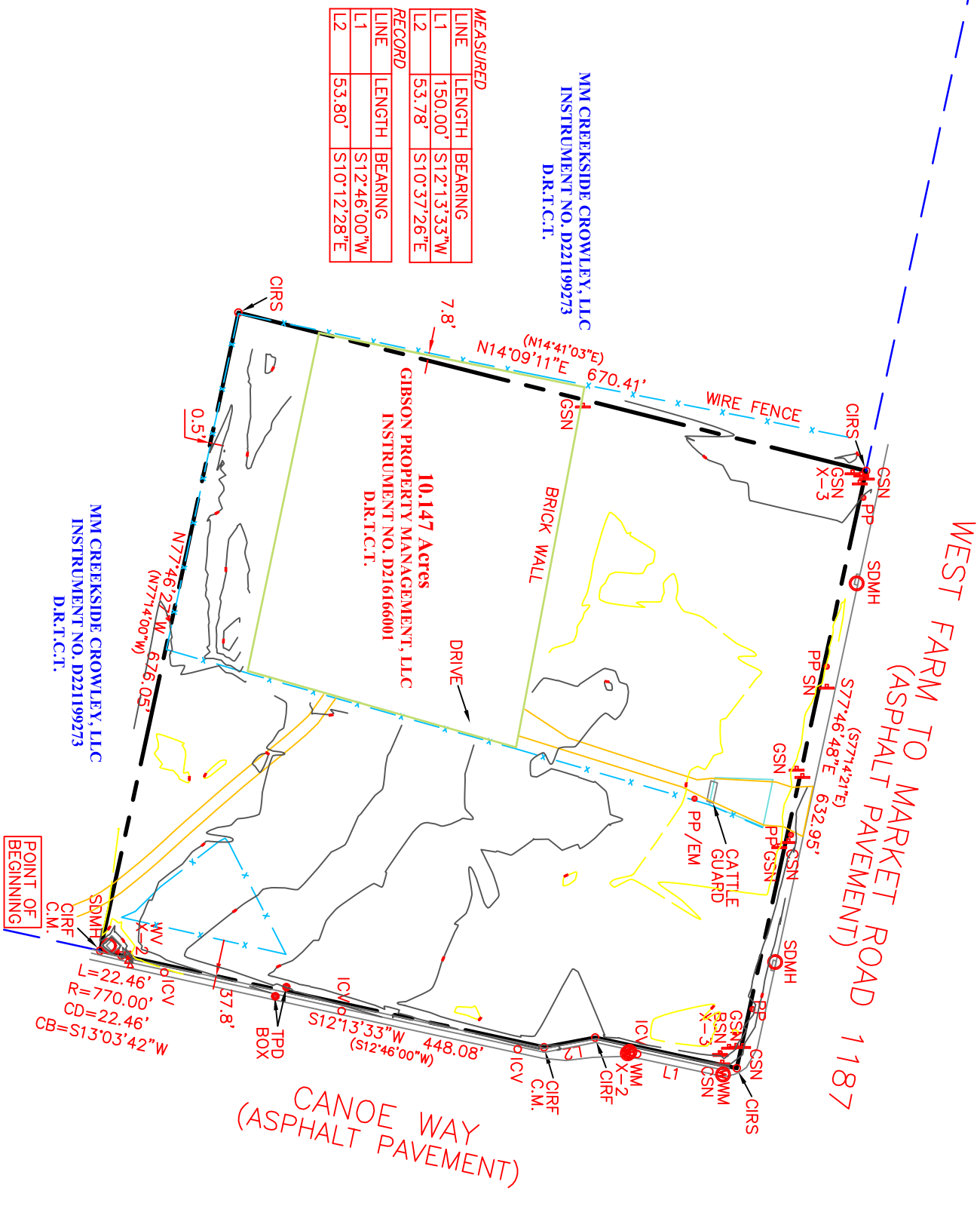


TotalEnergies E&P USA Barnett 1, LLC

Name Dave Leopold
Title President & CEO
Date 4/25/23

- SURVEYOR'S NOTES:
1. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (NA 2011).
 2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COPY OF A COMMITMENT FOR TITLE INSURANCE.
 3. THE SURVEY PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF A DEPICTION OF THE RESULTS THEREOF ON THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE EASEMENTS OR OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.
 4. () DENOTES RECORD DATA.

THIS SURVEY EXHIBIT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON JANUARY 11, 2022 AND SHOWS THE SIGNIFICANT VISIBLE IMPROVEMENTS OBSERVED AT THE TIME OF THE SURVEY.



MEASURED		
LINE	LENGTH	BEARING
L1	150.00'	S12°13'33\"W
L2	53.78'	S10°37'26\"E

RECORD		
LINE	LENGTH	BEARING
L1	150.00'	S12°46'00\"W
L2	53.80'	S10°12'28\"E

SURVEY EXHIBIT SHOWING

A 10.147 ACRE TRACT OF LAND, IN THE DAVID A. KERR SURVEY, ABSTRACT NO. 911, AND THE ELI WICKSON SURVEY, ABSTRACT NO. 1691, TARRANT COUNTY, TEXAS, CONVEYED TO GIBSON PROPERTY MANAGEMENT, LLC, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. D216166001, DEED RECORDS, TARRANT COUNTY, TEXAS

PROPERTY DESCRIPTION

A 10.147 ACRE TRACT OF LAND, IN THE DAVID A. KERR SURVEY, ABSTRACT NO. 911, AND THE ELI WICKSON SURVEY, ABSTRACT NO. 1691, TARRANT COUNTY, TEXAS, CONVEYED TO GIBSON PROPERTY MANAGEMENT, LLC, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. D216166001, DEED RECORDS, TARRANT COUNTY, TEXAS, (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A CAPPED IRON ROD FOUND, AT THE SOUTHEAST CORNER OF SAID GIBSON TRACT, AT THE NORTHEAST CORNER OF A TRACT OF LAND, CONVEYED TO MM CREEKSIDE CROWLEY, LLC, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. D221199273, D.R.T.C.T., IN THE WEST LINE OF CANOE WAY;

THENCE, WITH THE COMMON LINE BETWEEN SAID GIBSON TRACT, AND WITH SAID MM TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 77°46'27\" W, A DISTANCE OF 676.05 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING";
2. N 14°09'11\" E, A DISTANCE OF 670.41 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING"; FOR THE NORTHWEST CORNER OF SAID GIBSON TRACT, IN THE SOUTH LINE OF WEST FARM TO MARKET ROAD 1187;

THENCE, WITH THE SOUTH LINE OF SAID WEST FARM TO MARKET ROAD 1187, S 77°46'48\" E, A DISTANCE OF 632.95 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING"; FOR THE NORTHEAST CORNER OF SAID GIBSON TRACT;

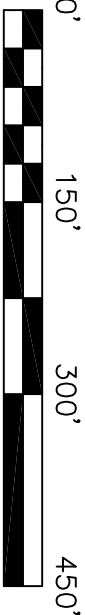
THENCE, WITH THE WEST LINE OF SAID CANOE WAY, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. S 12°13'33\" W, A DISTANCE OF 150.00 FEET, TO A CAPPED IRON ROD FOUND;
2. S 10°37'26\" E, A DISTANCE OF 53.78 FEET, TO A CAPPED IRON ROD FOUND;
3. S 12°13'33\" W, A DISTANCE OF 448.08 FEET, IN A CURVE TO THE RIGHT, HAVING A RADIUS OF 770.00 FEET; WITH SAID CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF, S 13°03'42\" W, 22.46 FEET, AN ARC LENGTH OF 22.46 FEET, TO THE POINT OF BEGINNING AND CONTAINING 10.147 ACRES OF LAND AS SURVEYED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON JANUARY 11, 2022.

PROPERTY ADDRESS:
960 W. FM RD1187
CROWLEY, TEXAS

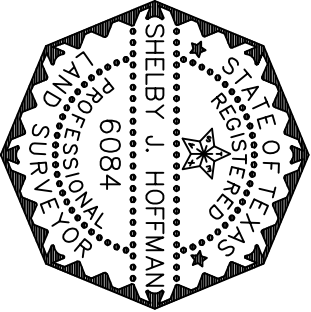
01/12/2022

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6084



LEGEND

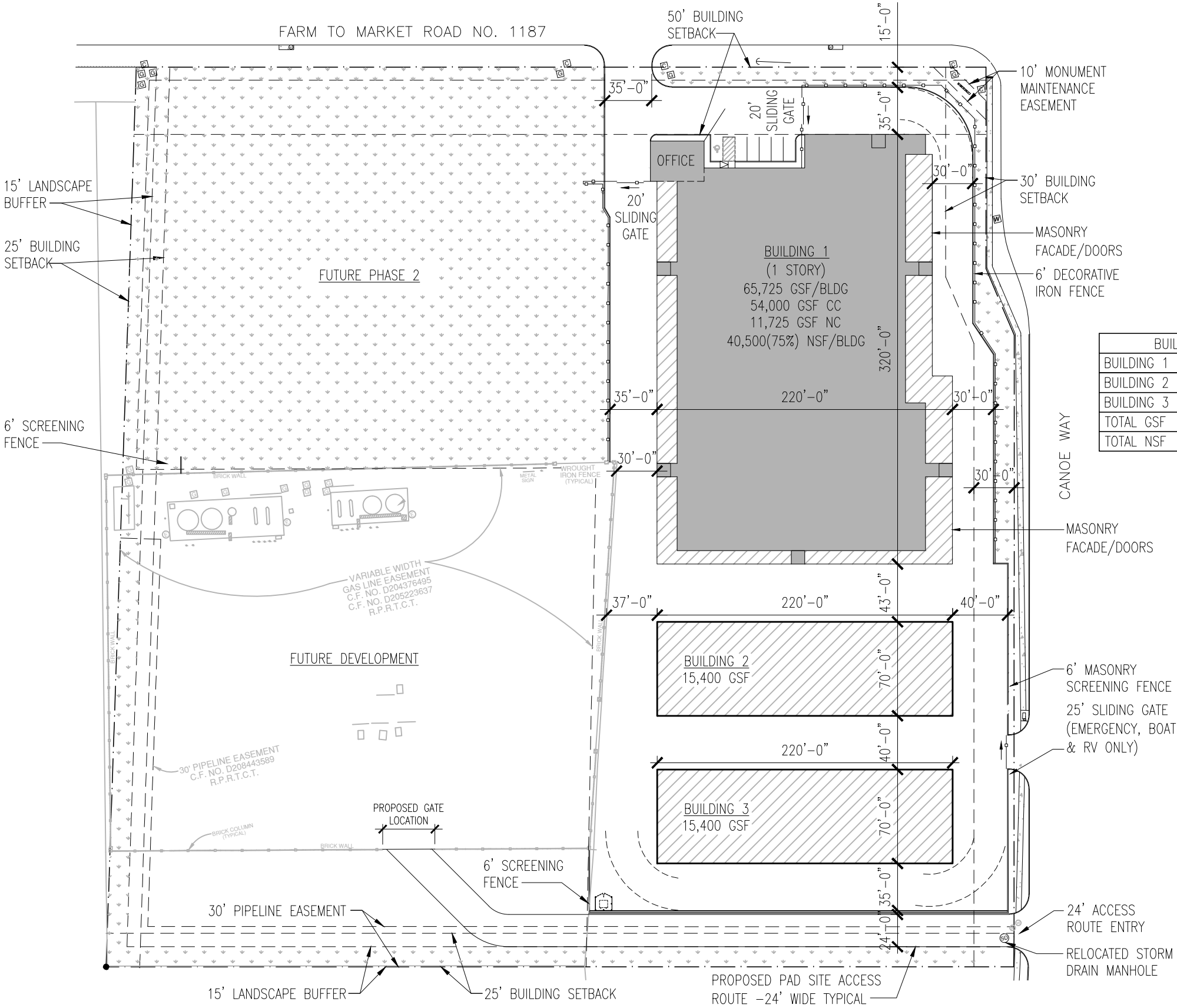
CIRF	CAPPED IRON ROD FOUND
C.M.	CONTROLLING MONUMENT
CIRS	CAPPED IRON ROD SET
	STAMPED "GSI SURVEYING"
PP	POWER POLE
EM	ELECTRIC METER
CSN	CABLE SIGN
GSN	GAS SIGN
BSN	BRICK SIGN
SDMH	STORM DRAIN MANHOLE
WM	WATER METER
ICV	IRRIGATION CONTROL VALVE
TPD	TELEPHONE PEDESTAL
WV	WATER VALVE



GEOMATIC SOLUTIONS, INC.

3000 S. HULEN, SUITE 124-236, FORT WORTH, TEXAS
OFFICE: 817-487-8916
PELS FIRN NO. 10184400 SHELBY@GSISURVEY.COM

Scale: 1"=150'	Date: 01/12/22	DWG: 20211241-SURVEY-001
Drawn: OF	Checked: SJH	Job: 2021-1241



BUILDING	CLIMATE	NON-CLIMATE	TOTAL
BUILDING 1	54,000	11,725	65,725
BUILDING 2		15,400	
BUILDING 3		15,400	
TOTAL GSF	54,000	42,525	96,525
TOTAL NSF	40,500(75%)	42,525	83,025

	CLIMATE CONTROLLED
	NON-CLIMATE CONTROLLED
	LANDSCAPING AREA

SITE PLAN - SCHEME 7

SCALE: 1" = 80'-0"



06.03.2022



FM 1187 STORAGE

CROWLEY, TX

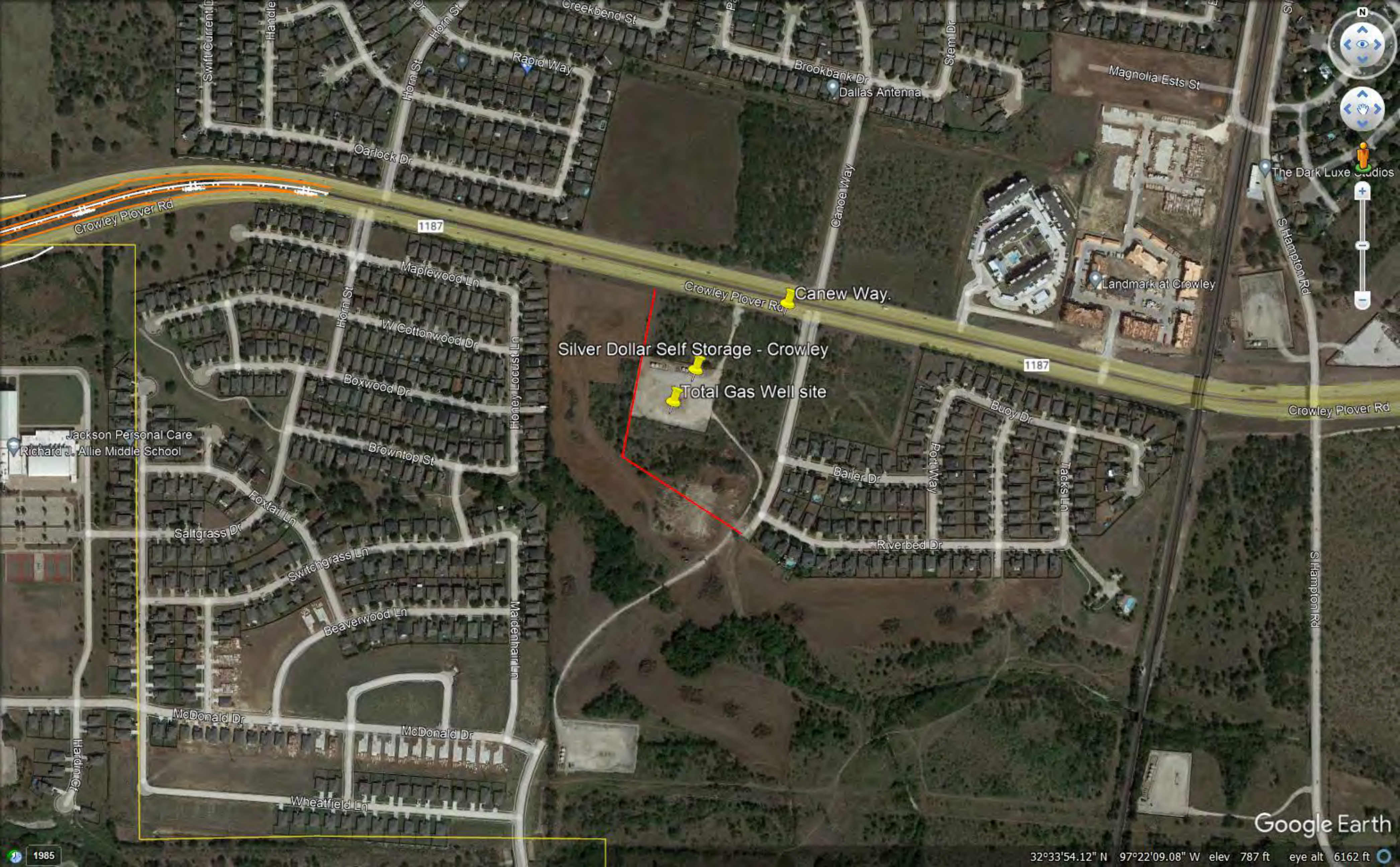
THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

JEFFREY S. DALLENBACH, AIA
TX REGISTRATION NO. 15128

CONCEPTUAL SITE PLAN HAS BEEN DEVELOPED WITHOUT SURVEY, SETBACK, EASEMENT, OR CIVIL ENGINEERING INFORMATION.

DALLENBACH•COLE
ARCHITECTURE

315 NINTH STREET - SUITE 1
SAN ANTONIO, TEXAS 78215
WWW.DALLENBACHCOLE.COM
P 210.493.2234



June 28, 2023

Via Hand Delivery

Mayor Davis
City of Crowley
201 E. Main Street
Crowley, TX 76036

City Council
City of Crowley
201 E. Main Street
Crowley, TX 76036

Re: Application to City Council requesting an amendment to the existing gas well permit.

The following narrative and supporting documentation are intended to serve as the application and request for the amendment to the existing gas well permit. The amendment would approve the rerouting of the existing access drive to the wellsite located on the property.

The driveway for the existing route is located on FM 1187 and is currently permitted as an Industrial Access Driveway for truck access to the wellsite on the property. The wellsite is operated by TotalEnergies E&P USA Barnett 1, LLC. The surface owner of the property is Lukarh Investments, LLC. Total Energies has agreed to release the driveway to the surface owner, Lukarh Investments LLC, and is in support of the proposed new access route to the wellsite that will be located on Canoe Way.

TxDOT has approved the driveway permit on FM 1187 to change from Industrial Access to Commercial Access.

The documentation attached hereto includes a Letter of Support from TotalEnergies. Also included is a Letter Agreement between TotalEnergies and Lukarh Investments which outlines the specifications for the new access route, including construction, access and associated costs.

Additionally, included as supporting documentation, is the email correspondence from Mark Price at TxDOT and Rachel Roberts, Planning and Development Director with the City of Crowley. This documentation is included to serve as the approval from TxDOT allowing the project to have a drive approach on FM 1187, replacing the gas well access drive.



TotalEnergies E&P USA Barnett 1, LLC
301 Commerce St. Ste. 3701
Fort Worth, Texas 76102

June 23, 2023

Via Hand Delivery

Mayor Davis
City of Crowley
201 E. Main Street
Crowley, TX 76036

City Council
City of Crowley
201 E. Main Street
Crowley, TX 76036

Re: Letter in Support of Storage Facility Proposed by Lukarh Investments, LLC

Dear Mayor Davis and City Council Members:

TotalEnergies E&P USA Barnett 1, LLC ("TEEP Barnett"), is providing this letter in support of the storage facility proposed by Lukarh Investments, LLC ("Lukarh"), to be located on lands adjacent to the W.S. Minerals A Pad (the "Well Pad"), upon which TEEP Barnett's W.S. Minerals 1H, 6H, 7H and 8H wells (collectively, the "Wells") are located.

The Wells have been producing gas continuously from 2007 to the present. During that time, TEEP Barnett and its predecessors have witnessed and accommodated, where possible, surface development that has encroached upon TEEP Barnett's well pads in and around the City of Crowley and elsewhere in North Texas. Lukarh's proposed storage facility is no different. As an accommodation to Lukarh, TEEP Barnett has agreed to the relocation of its existing access road to the Well Pad from Farm To Market Road No. 1187 to Canoe Way if the new access road meets the requirements of TEEP Barnett as set out in the attached letter agreement between the parties.

[Signature Page to Follow]



If you have any questions, please contact me by phone at 817-720-1127 or by email at dusty.anderson@totalenergies.com.

Sincerely,

TOTALENERGIES E&P USA BARNETT 1, LLC

By: *Dusty Anderson*
Name: Dusty Anderson
Title: Director – Infrastructure Engineering
Exploration & Production



Attachment

Letter Agreement

[Attached.]



Lukarh Investments, LLC
DBA Silver Dollar Self Storage
1303 Loop 306, San Angelo, Tx. 76904

TotalEnergies E&P USA Barnett 1, LLC
301 Commerce St., Ste. 3700
Fort Worth, TX 76102

Attn: Dusty Anderson
Director - Infrastructure Engineering
Exploration and Production

April 25, 2023

Re: Approval of the re-route for the driveway access to the wellsite.

This letter agreement will serve as the agreement between **TotalEnergies E&P USA Barnett 1, LLC**, as lessee under the applicable oil, gas and mineral lease ("**TotalEnergies**"), and **Lukarh Investments, LLC**, as surface owner and developer ("**Surface Owner**") of the surface of certain lands subject to that certain Surface Waiver, Surface Use, Subsurface Use and Easement Agreement dated effective as of October 20, 2004, by and between One Creekside, L.P., Four Sevens Oil Co., Ltd., and W.S. Mineral Holdings, L.L.C. (the "**Surface Agreement**"), regarding the point of access for ingress and egress to the wellsite located on a 10.147 acre tract of land in the David A. Kerr Survey, Abstract No. 911, and the Eli Wickson Survey, Abstract No. 1691, Tarrant County, Texas (the "**wellsite**") as depicted in the survey and site map attached hereto as **Attachment 1** and **Attachment 2**, respectively. Each of TotalEnergies and Surface Owner are successors-in-interest to the Surface Agreement.

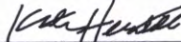
Stipulations of the Agreement:

TotalEnergies acknowledges that Surface Owner will be developing the surface of certain lands subject to the Surface Agreement and Surface Owner will require sole usage of the existing driveway (the "**Existing Driveway**") from Farm To Market Road No. 1187 ("**FM Road**") to the wellsite for ingress and egress to the wellsite. TotalEnergies agrees that any access to the wellsite on the property subject to the Surface Agreement will be restricted to the new access route from Canoe Way to the wellsite proposed in writing by Surface owner to TotalEnergies that meets the requirements of TotalEnergies (to TotalEnergies' reasonable satisfaction) for trucks and full-sized tractor trailers to access the wellsite (the "**New**

Driveway”), such restriction to be applicable following the date that TotalEnergies receives written notice from Surface Owner that Surface Owner has constructed the New Driveway and the New Driveway is operational (the “Notice”). Prior to finalizing plans and beginning construction on the New Driveway, Surface Owner shall work with TotalEnergies to confirm that the New Driveway is constructed to the specifications delivered by TotalEnergies. Until the date that TotalEnergies receives the Notice, TotalEnergies shall maintain continued use of the Existing Driveway to the wellsite for daily operations during the construction period. Surface Owner shall bear and pay the entire cost and expense of the New Driveway as well as any construction costs associated with the access points to the wellsite, including but not limited to, the removal or reconstruction of the gates or perimeter wall surrounding the wellsite. Following the date that TotalEnergies receives the Notice, TotalEnergies shall be responsible for the cost and expense associated with maintaining the access points to the wellsite until the wells are plugged. At all times, before, during and after development of the surface of the property by Surface Owner, Surface Owner shall provide TotalEnergies 24/7 unrestricted access to the wellsite.

From time to time after the execution of this letter agreement, TotalEnergies and Surface Owner shall execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to more effectively assure the other of the benefits and enjoyment intended to be conveyed under this letter agreement (including, but not limited to, any amendment to the Surface Agreement), and otherwise to accomplish the purposes contemplated hereby.

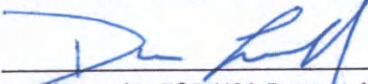
Sincerely,



Lukarh Investments, LLC

Name Kate Heartsill
Title Managing Member
Date 4/25/23

Agreed and Accepted as of the date identified below:



TotalEnergies E&P USA Barnett 1, LLC

Name Dave Leopold
Title President & CEO
Date 4/25/23

SURVEYOR'S NOTES:

1. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (NA 2011).
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.
3. THE SURVEY WAS PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF A DEPICTION OF THE RESULTS THEREOF ON THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE EASEMENTS OR OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.
4. () DENOTES RECORD DATA.

THIS SURVEY EXHIBIT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON JANUARY 11, 2022 AND SHOWS THE SIGNIFICANT VISIBLE IMPROVEMENTS OBSERVED AT THE TIME OF THE SURVEY.

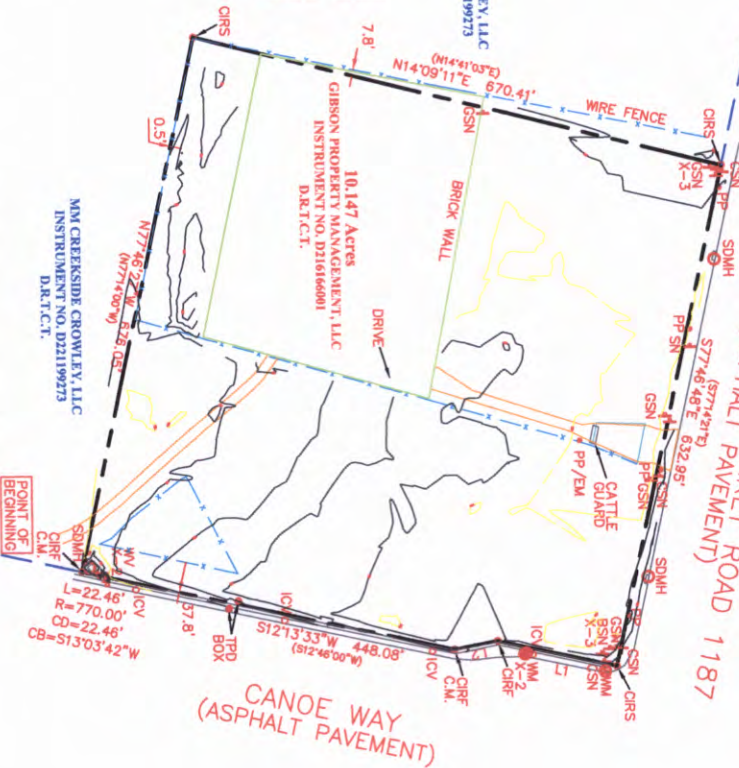
MEASURED		
LINE	LENGTH	BEARING
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RECORD		
LINE	LENGTH	BEARING
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MM CREEKSIDE CROWLEY, LLC
INSTRUMENT NO. D21199273
D.R.T.C.T.

10.147 Acres
GIBSON PROPERTY MANAGEMENT, LLC
INSTRUMENT NO. D216166001
D.R.T.C.T.

MM CREEKSIDE CROWLEY, LLC
INSTRUMENT NO. D21199273
D.R.T.C.T.



SURVEY EXHIBIT SHOWING

A 10.147 ACRE TRACT OF LAND, IN THE DAVID A. KERR SURVEY, ABSTRACT NO. 911, AND THE ELI WICKSON SURVEY, ABSTRACT NO. 1691, TARRANT COUNTY, TEXAS, CONVEYED TO GIBSON PROPERTY MANAGEMENT, LLC, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. D216166001, DEED RECORDS, TARRANT COUNTY, TEXAS



REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6084

PROPERTY ADDRESS:
960 W. FM RD1187
CROWLEY, TEXAS

01/12/2022

GEOMATIC SOLUTIONS, INC.
3000 S. HULEN, SUITE 124-236, FORT WORTH, TEXAS
OFFICE: 817-487-8916
FELS FIRM NO. 10184400 SHELBY@GSI-SURVEY.COM

Scale: 1"=150'
Drawn: OF
Date: 01/12/22
Checked: SJH
DWG: 20211241-SURVEY--001
Job: 2021-1241



LEGEND

CIRF	CAPPED IRON ROD FOUND
C.M.	CONTROLLING MONUMENT
CIRS	CAPPED IRON ROD SET
PP	POWER POLE
EM	ELECTRIC METER
GSN	CABLE SIGN
BSN	GAS SIGN
SOMH	BRICK SIGN
WM	STORM DRAIN MANHOLE
ICV	WATER METER
TPD	IRRIGATION CONTROL VALVE
WV	TELEPHONE PEDESTAL
	WATER VALVE

PROPERTY DESCRIPTION

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BEGINNING, AT A CAPPED IRON ROD FOUND, AT THE SOUTHEAST CORNER OF SAID GIBSON TRACT, AT THE NORTHEAST CORNER OF A TRACT OF LAND, CONVEYED TO MM CREEKSIDE CROWLEY, LLC, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. D21199273, D.R.T.C.T., IN THE WEST LINE OF CANOE WAY;

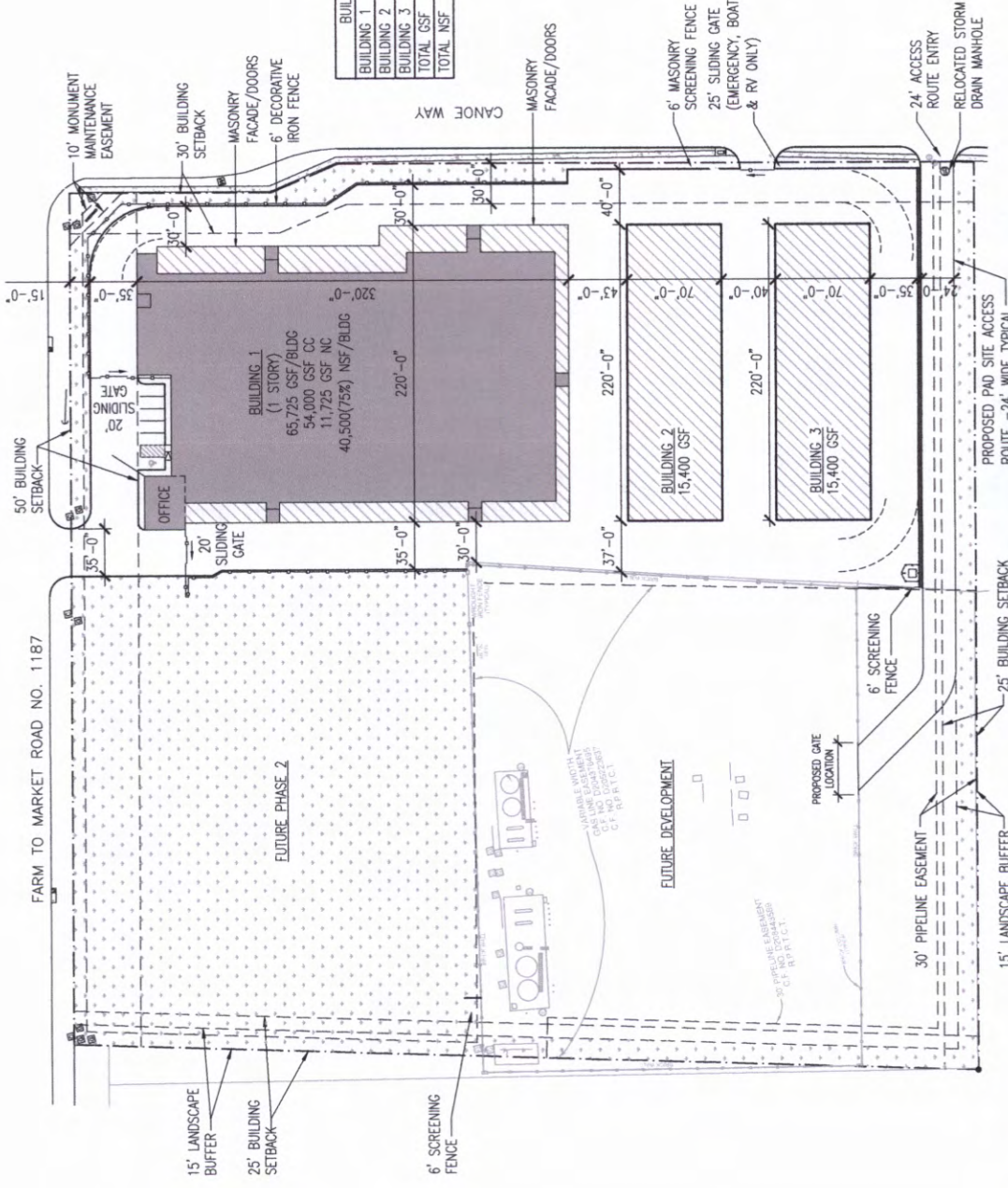
THENCE, WITH THE COMMON LINE BETWEEN SAID GIBSON TRACT, AND WITH SAID MM TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 77°46'27" W, A DISTANCE OF 670.41 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING", FOR N 14°09'11" E, A DISTANCE OF 670.41 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING", FOR THE NORTHWEST CORNER OF SAID GIBSON TRACT, IN THE SOUTH LINE OF WEST FARM TO MARKET ROAD 1187;

THENCE, WITH THE SOUTH LINE OF SAID WEST FARM TO MARKET ROAD 1187, S 77°46'48" E, A DISTANCE OF 632.95 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING", FOR THE NORTHEAST CORNER OF SAID GIBSON TRACT;

THENCE, WITH THE WEST LINE OF SAID CANOE WAY, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. S 12°13'33" W, A DISTANCE OF 150.00 FEET, TO A CAPPED IRON ROD FOUND;
2. S 10°37'26" E, A DISTANCE OF 53.78 FEET, TO A CAPPED IRON ROD FOUND;
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BUILDING	CLIMATE	NON-CLIMATE	TOTAL
BUILDING 1	54,000	11,725	65,725
BUILDING 2		15,400	15,400
BUILDING 3		15,400	15,400
TOTAL GSF	54,000	42,525	96,525
TOTAL NSF	40,500(75%)	42,525	83,025

CLIMATE CONTROLLED
NON-CLIMATE CONTROLLED
LANDSCAPING AREA

SITE PLAN - SCHEME 7

SCALE: 1" = 80'-0"

0 40' 80' 160'

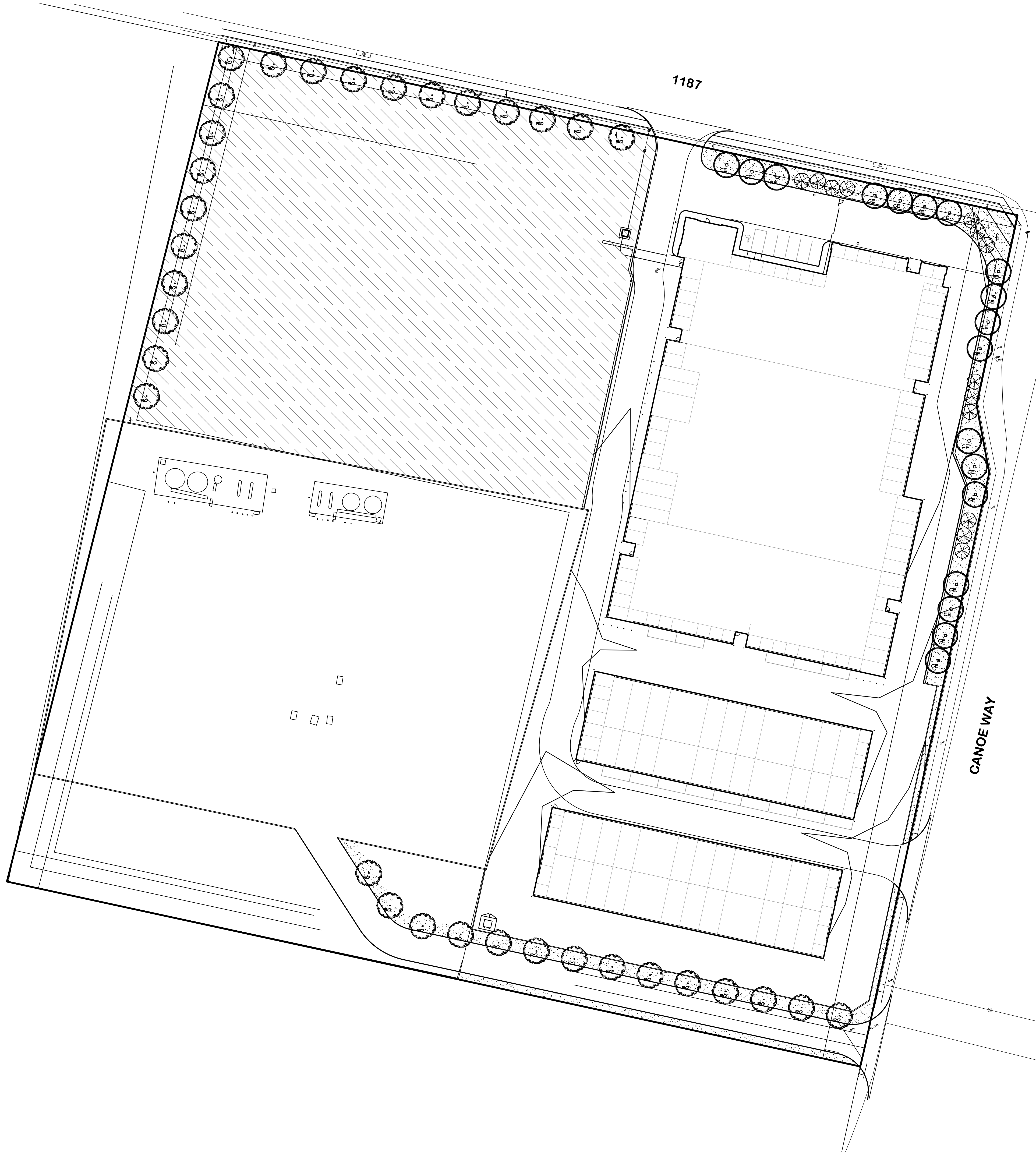
06.03.2022

FM 1187 STORAGE CROWLEY, TX



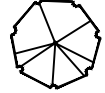
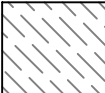
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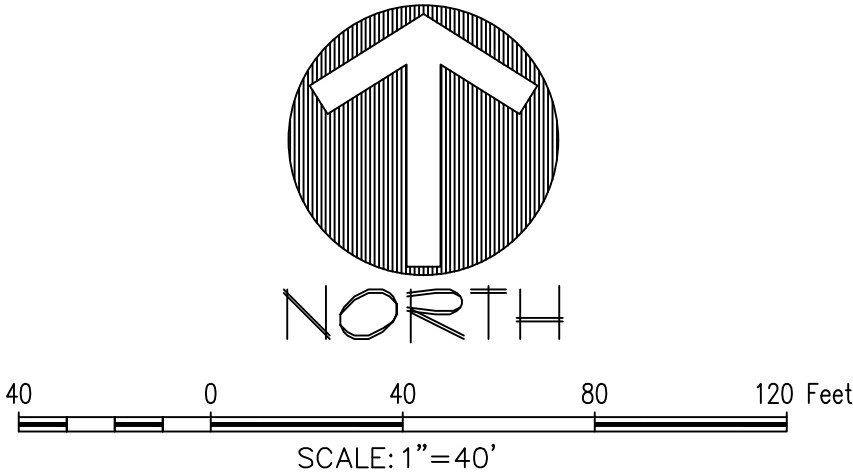
JOSEPH S. DALLENBACH, P.E.
 315 NINTH STREET, SUITE 1
 SAN ANTONIO, TEXAS 78205
 WWW.DALLENBACH-ARCHITECTURE.COM
 P 210.495.2234

DALLENBACH-COLE
 ARCHITECTURE



PLANT SCHEDULE

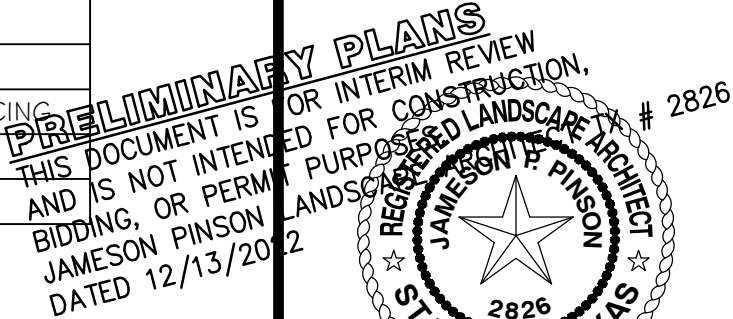
TREES	COMMON / BOTANICAL NAME
	Cedar Elm <i>Ulmus crassifolia</i>
	Shumard Red Oak <i>Quercus shumardii</i>
ORNAMENTAL TREES	COMMON / BOTANICAL NAME
	Crape Myrtle <i>Lagerstroemia indica</i>
GROUND COVERS	COMMON / BOTANICAL NAME
	Bermuda Grass Hydromulch <i>Cynodon dactylon</i>



PLANT SCHEDULE						
TREES	QTY	COMMON / BOTANICAL NAME	CAL	HGT	REMARKS	
CE	18	Cedar Elm / <i>Ulmus crassifolia</i>	3"	10'-12'	PER PLAN	
RO	34	Shumard Red Oak / <i>Quercus shumardii</i>	3"	10'-12'	PER PLAN	
ORNAMENTAL TREES	QTY	COMMON / BOTANICAL NAME	CAL	HGT	REMARKS	
CM	13	Crape Myrtle / <i>Lagerstroemia indica</i>	20 GAL	7'-8'	PER PLAN	
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT	HEIGHT	SPREAD	SPACING
BGH	106,258 sf	Bermuda Grass Hydromulch / <i>Cynodon dactylon</i>	Hydromulch			
BGS	17,278 sf	Bermuda Grass Sod / <i>Cynodon dactylon</i>	SOD			

LANDSCAPE NOTES:

- Contractor shall stake out tree locations and bed configuration for approval by owner prior to installation.
- Contractor is responsible for verifying location of all underground utilities prior to construction.
- It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans.
- All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch.
- Landscape edging shall be located as noted on plan.
- Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
- Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
- A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
- All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
- Landscape areas shall be kept free of trash, litter and weeds.
- An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
- Irrigation Controller to have a Rain and Freeze Stat.
- All landscape is to be greater than 8 feet from all underground utilities.
- All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



FM 1187 STORAGE

CANOE WAY
CROWLEY, TX 76036

PROJECT NO. 2146

DATE : 08.08.2022

DRAWN : LH

REVISIONS:

60%
REVIEW

LANDSCAPE
PLAN

SHEET NO.

A-XX

NO WARRANTY OR GUARANTEE IS MADE FOR THIS PRELIMINARY DESIGN OR CONCEPT

315 NINTH STREET - SUITE 1
SAN ANTONIO, TEXAS 78215
WWW.DALLENBACHCOLE.COM
P 210.493.2234

RESOLUTION NO. R07-2023-391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS GRANTING AN AMENDED GAS WELL PERMIT FOR THE W.S. MINERALS 1H, 6H, 7H, AND 8H WELL SITES LOCATED AT THE W.S. MINERALS "A" PAD, CHANGING THE DRIVEWAY LOCATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council, by Resolution No. R01-2006-02 and R05-2007-14, previously approved the W. S. Minerals 1H, 6H, 7H, and 8H Gas Well Permit, being Permit Numbers #2006-01 and #2007-08; and

WHEREAS, the applicant, TotalEnergies E&P USA Barnett 1, LLC., has requested that the City approve an amended Gas Well Permit to change the location of the driveway for the W.S. Minerals 1H, 6H, 7H, and 8H well site, located on the W.S. Minerals "A" Pad at 898 W FM1187, Crowley, Texas; and

WHEREAS, Section 42-34 of the City Code, allows the City Council to approve an amended gas well permit; and

WHEREAS, the proposed amendment does not materially change the existing gas well permit, no additional notice or public hearing is required pursuant to Section 42-34 of the City Code; and

WHEREAS, upon review of the applicant's request, the City Council finds that the amended Gas Well Permit should be approved as requested.

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

SECTION 1.

An amended Gas Well Permit is hereby approved changing the location of the driveway for the W. S. Minerals well site (Permit Numbers #2006-01 and #2007-08), and the City secretary is hereby directed to take appropriate action to reflect the amendment to the Gas Well Permit in the City's records and files.

SECTION 2.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 20TH DAY OF JULY, 2023.

CITY OF CROWLEY, TEXAS

BILLY P. DAVIS
MAYOR

ATTEST:

CAROL KONHAUSER
CITY SECRETARY



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-4

Staff Contact: Carol Konhauser
City Secretary

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

Phone: 817-297-2201 ext 4000

SUBJECT: Discuss and consider approving Ordinance 07-2023-490, amending Chapter 18 "Businesses", repealing Article V. "Door-to-Door Selling", and the provisions in Division 1 "Generally" and Division 2 "License" by replacing with a new Article V. Solicitation, Canvassing, and Handbill Distribution" in its entirety and establishing an effective date.

BACKGROUND/DISCUSSION

Staff was approached about concerns regarding the distribution of non-solicited and unwanted advertisement/coupon/marketing type flyers (also known as handbills) onto property owner's front lawns and walkways. The flyers are becoming a nuisance and creating litter throughout the neighborhood. Owners have repeatedly requested to discontinue the distribution to no avail.

Staff requested was advised by the City Attorney that a complete prohibition of handbill distribution would pose challenges that would be difficult to defend. It was advised that if there were issues of concerns, such as littering, the City could consider passing and Ordinance that would address the specific issue.

During the April 20, 2023 council meeting, Ms Debbie Wilkerson addressed council and explained that the distribution of handbills was creating an excessive amount of litter within her neighborhood. After some discussion it was suggested, staff draft a new ordinance updating the solicitation ordinance and include regulations that would require handbill distributors to secure flyers in a manner that would prevent being blown away and include provisions that would require them to abide by "No solicitation" requests or notices.

FINANCIAL IMPACT

There is no cost to the City.

RECOMMENDATION

Council consideration is respectfully requested.

ATTACHMENTS

- Ordinance 07-2023-490

ORDINANCE NO. 07-2023-490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING CHAPTER 18 "BUSINESSES", SPECIFICALLY, REPEALING ARTICLE V. "DOOR-TO-DOOR SELLING", AND THE PROVISIONS IN DIVISION 1, "GENERALLY," AND DIVISION 2 "LICENSE"; AND REPLACING ARTICLE V. IN ITS ENTIRETY WITH A NEW ARTICLE V. "SOLICITATION, CANVASSING, AND HANDBILL DISTRIBUTION", DIVISION 1 "GENERALLY", AND DIVISION 2 "DOOR-TO-DOOR SALES PERMITS"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has determined that solicitations, canvassing and handbill distribution within the city greatly intrudes on the privacy and personal safety, and property rights of the citizens; and

WHEREAS, it is the intent of the City Council not to infringe on any rights protected by the First and Fourteenth Amendments to the United States Constitution; and

WHEREAS, the City Council finds that regulations addressing all these concerns are in the best interest of the health, safety and welfare of the citizens.

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

SECTION 1.

Chapter 18, "Businesses", Article V. "Door-to-Door Selling" of the Code of Ordinances of the City of Crowley, Texas is hereby amended to read as follows:

ARTICLE V. SOLICITATION, CANVASSING, AND HANDBILL DISTRIBUTION

DIVISION 1. GENERALLY

Sec. 18-170. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Canvassing or canvassing activity means personally contacting persons to communicate in any manner, whether orally, by written or printed materials including, but not limited to,

handbills, leaflets, hand signing or by any other method, direct or implied, for any purpose other than selling or taking orders for goods, wares, merchandise or services or collecting money by:

- (1) Traveling either by foot or vehicle, going door-to-door, house-to-house, building-to-building; or
- (2) Occupying space in or traveling on or through any public place in the city.

Door-to-door selling means going door-to-door, house-to-house or building-to-building within the city, either in-person or by agent, for the specific purpose of soliciting, selling or taking orders for merchandise or services.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any manner.

Handbill distribution means traveling either by foot or vehicle, going door-to-door, house-to-house or building-to-building without personally contacting persons to distribute or leave on or at each premises handbills for any purpose.

Merchandise is used in its broadest sense and means property of every kind.

Service is used in its broadest sense and means any work done for the benefit of another person.

Solicitation activities means traveling either by foot or vehicle, going door-to-door, house-to-house or building-to-building personally contacting persons to ask, barter or communicate in any manner, whether orally, by written or printed materials including but not limited to handbills or leaflets, hand signing or by any other method, direct or implied, for the purpose of selling or taking orders for goods, wares, merchandise or services or collecting money for any purpose.

Solicitor means a person who engages in solicitation activities.

Sec. 18-171. Purpose of article.

(a) The purpose of this article is to provide for the general health, public safety and welfare, comfort, convenience and protection of the city and the residents of the city by:

- (1) Prohibiting door-to-door solicitation and canvassing activity at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;
- (2) Regulating the manner in which any solicitation activity, canvassing activity or handbill distribution may occur to promote good order, prevent litter and protect citizens from aggressive and intimidating practices; and
- (3) Requiring solicitors to register with the city to aid crime detection and deter deceptive practices and fraud.

(b) The provisions of this article shall be construed to accomplish these purposes.

Sec. 18-172. General regulations.

(a) A person commits an offense if the person engages in solicitation or canvassing activity at a residence:

- (1) Before 9:00 a.m.; or

(2) After dark or 8:30 p.m., whichever is earlier on a given day; or

(3) Sunday; or

(4) Any of the following holidays: New Year's Day; Martin Luther King's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; the day after Thanksgiving, Christmas Eve, and Christmas Day.

(b) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution and refuses to leave, remains or lingers on a premises or in a residence after being informed by the owner or tenant that they are not welcome.

(c) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution in an aggressive or intimidating manner. The term "aggressive or intimidating manner" means:

(1) Blocking the path of a person who is the object of the activity; or

(2) Following behind, ahead or alongside a person who walks away from the solicitor after being solicited, approached, accosted or offered a handbill, leaflet or any other item.

(d) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution under false pretenses.

Sec. 18-173. Posted premises.

(a) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution at a premises with a posted notice that such activity is not welcomed or invited. It shall be presumed that there is notice that solicitation or canvassing activity is not welcomed or invited when there is exhibited in a conspicuous place on or near the main entrance of the premises, a sign, not less than four (4) inches by three (3) inches in size, containing the words "NO SOLICITORS," "NO TRESPASSING," "NO ADVERTISING," "NO HANDBILLS," or words of similar meaning in letters not less than two-thirds (2/3) of one inch in height.

(b) A person who is not the owner or tenant of a premises commits an offense if the person removes, defaces or otherwise renders illegible a sign placed by the owner or tenant of the premises pursuant to subsection (a).

Sec. 18-174. Solicitation from a vehicle

A person commits an offense if the person conducts solicitation activities from a vehicle while located within the right-of-way of any street or highway in the city.

Sec. 18-175. Solicitation of vehicles on public roadways prohibited

A person commits an offense if the person conducts solicitation activities from or within a public right-of-way to occupants of any motor vehicle stopped on a public roadway in obedience to a traffic-control signal light.

Sec. 18-176. Handbill restrictions

(a) It shall be unlawful for any person to distribute, deposit, place, throw, scatter, or cast, or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any private premises except by placing or depositing the handbills in a manner to secure and to prevent the handbills from being blown or drifting about such premises, sidewalks, streets, or other public places, except that mailboxes may not be used when prohibited by federal postal laws or regulations for handling or transmitting such and except when a handbill is delivered directly to the owner, occupant, or any other person then present in or upon such private premises and who is willing to accept it.

(b) It shall be unlawful for any person to distribute, deposit, place, throw, scatter, or cast, or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon private premises if requested by anyone at that location not to do so, or if there is a sign on the property prohibiting it.

(c) It shall be unlawful for any person to distribute, deposit, place, throw, scatter, or cast, or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any private premises which are uninhabited or vacant.

(d) It shall be unlawful for any person to distribute, deposit, place, throw, scatter, or cast, or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any vehicle.

(e) It shall be unlawful for any person to distribute, deposit, place, throw, scatter, or cast or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any sidewalk, street, or other public place within the city.

(f) It shall be unlawful for a person distributing handbills upon any sidewalk, street, or other public place within the city to fail to remove a handbill which is distributed by that person or another person also distributing copies of the same handbill, which handbill is then thrown, cast, or deposited on the ground by another person within one hundred (100) feet from the location of the distribution by said persons.

(g) It shall be unlawful for any person to affix, paste, stick, or place any advertisement, handbill, placard, or printed material to private or public property, which would cause damage, leave residue, or alter the property in any manner.

(h) It shall be unlawful for any person to distribute handbills under the direction of another and not have a supervisor who can arrive at the location where the person is distributing the handbills within ten minutes of being requested to appear, by the police or otherwise.

(i) There shall be a rebuttable presumption that any person whose goods, services, or activities are promoted in the handbill in violation of this section is a person who distributed or caused to be distributed the handbill.

Sec. 18-177. Exemptions

(a) The provisions of this article shall not apply to the following:

(1) The distribution of mail by the United States Postal Service and newspapers for which the premise's occupant has subscribed are hereby exempt, except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property;

- (2) Notices distributed by public utility companies;
- (3) The service of any lien foreclosure;
- (4) Governmental notices of any character distributed by the city or any other governmental entity; or
- (5) Any exceptions authorized by state law.

(b) Nothing contained in this article shall be construed to prohibit the posting of legal notices by public officers in the performance of a public duty in the manner and in the places prescribed by law or ordinance.

Sec. 18-178. Penalty

(a) Any person, firm or corporation, or any agent or employee thereof, who violates any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not to exceed five hundred (\$500.00) dollars for each offense. Each attempted or completed act of handbill distribution or solicitation or canvassing activity shall constitute a separate and distinct offense.

(b) In case of any willful violation of any of the terms and provisions of this article, the city, in addition to imposing the penalties provided in subsection (a), may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation as a misdemeanor shall not preclude the city from invoking the civil remedies given it by the laws of the state.

(c) The court trying a civil or criminal cause under subsections (a) or (b) shall have the right and power upon judgment or conviction of any person for violation of any of the provisions of this article to decree and to make as a part of the judgment or conviction in such cause the forfeiture of the permit required by this article. When a permit is forfeited in this manner, no further permits shall be issued to that person.

Secs. 18-179—18-209. Reserved.

DIVISION 2. DOOR-TO-DOOR SALES PERMIT

Sec. 18-210. Permit Required.

(a) It shall be unlawful for any person, either personally, by agent or as the agent of another, to engage in door-to-door selling in the city without a permit therefor as provided for in this division.

(b) A permit provided for in this division shall not be transferable, nor shall it give authority to anyone other than the person named thereon to engage in door-to-door selling.

Sec. 18-211. Application.

Any person desiring to engage in door-to-door selling shall file a written application with the City Secretary, verified by affidavit as to the truthfulness of its contents, and containing the following information:

- (1) Full name, date of birth, telephone number, physical and mailing addresses of the applicant;
- (2) A valid state driver's license number or a state-approved identification card number;
- (3) Vehicle(s) information to include make, model, year, color, license plate number and state of registration;
- (4) A specific description of the occupation in which the applicant desires to engage, and for which the permit is desired;
- (5) A full and complete description of the merchandise or services which the applicant desires to sell;
- (6) Whether the applicant, upon any sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery or rendition of the merchandise or services sold;
- (7) Source of supply, location and proposed method of delivery of the merchandise to be sold;
- (8) Full names, addresses, and telephone numbers of three individuals as character and business references, and with whom the city may communicate with reference to any information it may desire regarding the applicant;
- (9) Whether the applicant has engaged in solicitation activities in other cities, and, if so, the names of the last three such cities, and the dates of applicant's activities in such cities;
- (10) The age, sex, height, weight, color of hair and color of eyes of the applicant and each of applicant's agents;
- (11) A full and complete statement of the applicant's criminal record, if any, including a detailed account of all arrests (whether convicted or not), charges filed (whether convicted or not), offenses committed, convictions, sentences received, time served, paroles or pardons received, and the date, place and jurisdiction shall be set forth as to each such item of the applicant and each applicant's agent;
- (12) There shall be attached to the application a valid government issued photo identification of the applicant and each of applicant's agents; and
- (13) There shall be attached to the application a current sales tax certificate.
- (14) There shall be attached a 1.5" x 1.5" color photograph showing the head and shoulders of the applicant in a clear and distinguishing manner, against a solid-colored background, which shall have been taken within the preceding 60 days before filing the application.

Sec. 18-212. Bond required.

(a) Solicitors who require cash deposits or advance payments for future delivery of merchandise or for services to be performed in the future or who require an agreement to finance the sale of merchandise for future delivery or for services to be performed in the future, shall furnish to the city a bond with the application in the amount determined in subsection (c), signed by the applicant and a surety company authorized to do business in the state:

- (1) Conditioned upon the final delivery or performance of merchandise or services in accordance with the terms of any order obtained prior to delivery or performance; and
 - (2) To indemnify purchasers for any and all defects in material or workmanship that may exist in the merchandise sold, or the services performed, and that are discovered within 30 days after delivery; and
 - (3) Shall be for the use and benefit of persons, firms, or corporations that may make any purchase, give an order, or enter into any contract with the principal of the bond or to the agent or employee of the principal of the bond.
- (b) If a person, firm, or corporation is engaging in door-to-door sales through one or more agents, employees, or volunteers only one bond is required for the activities of all the agents, employees or volunteers.
- (c) The amount of the bond is determined by the number of solicitors as follows:
- (1) 1 to 3 solicitors: \$1000.00.
 - (2) 4 to 6 solicitors: \$1500.00.
 - (3) 7 or more solicitors: \$2,000.00.
- (d) The surety may terminate its liability under such bond by giving ten days' written notice to the City Secretary, after which time the surety will not be liable for any subsequent act of the principal. There shall be attached to the bond a certified copy of the surety company's resolution authorizing the person signing for the surety company to act as its attorney in fact.

Sec. 18-213. Fee.

- (a) At the time the application is filed with the City Secretary, the applicant shall pay to the city a nonrefundable application fee as set forth in Appendix A, Schedule of Rates, Fees and Charges, to this code, which sum shall be compensation to the city for the services herein required of it, and to enable the city to partially defray the expenses of investigation, surveillance, and the enforcement of the provisions of this division.
- (b) If the applicant is a corporation, partnership, association, joint venture individual or individual having more than one agent engaging in door-to-door sales on behalf of the applicant, a fee, as provided in appendix A, Schedule of Rates, Fees and Charges to this code, shall cover the cost of licensing the first two of such agents and a fee as provided in Appendix A, Schedule of Rates, Fees and Charges to this code per agent shall be required for each agent of applicant in excess of two.
- (c) Should any person holding a permit issued under the provisions of this division desire to substitute or add an agent during the duration of such permit the holder shall:
- (1) Furnish proof that the new or substituted agent is covered by the bond filed with the city under the provisions of sections 18-212;
 - (2) File an application for the new or substituted agent; and
 - (3) Pay a fee as provided in Appendix A, Schedule of Rates, Fees and Charges, to this code for each such agent.

Sec. 18-214. Application review

- (a) Upon receipt of an application, the City Secretary shall review the application to ensure compliance with this division.
- (b) The City Secretary shall authorize the registration within fifteen (15) business days of receipt of the application unless:
 - (1) An investigation reveals that the applicant or the applicant's employer, principal or organization falsified information on the application;
 - (2) The applicant or the applicant's employer, principal or organization has pled guilty or nolo contendere to, or has been convicted of, a felony or misdemeanor involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property;
 - (3) Within ten years preceding the date of application, a civil judgment or administrative decision based upon fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property has been entered or ordered against the applicant or the applicant's employer, principal or organization;
 - (4) The applicant provided no proof of authority to act on behalf of the employer, principal or organization;
 - (5) The type of solicitation activity requires a bond, and the applicant or the applicant's employer, principal or organization has not complied with the bond requirements; or
 - (6) The application does not contain the information or documents required by this division.
- (c) The denial and the reasons for the denial shall be noted on the application, and the applicant shall be notified of the denial by notice mailed to the applicant and the applicant's employer, principal or organization at the address shown on the application or the last known address. The notice of denial shall be mailed within ten (10) business days of determination.

Sec. 18-215. Issuance of Permit.

- (a) Upon authorization of the permit, the City Secretary shall deliver a permit for each solicitor.
- (b) A permit shall be valid for one (1) year following the date of its issuance unless a shorter period is requested by the applicant.
- (c) The permit shall be in the form of a photo identification tag and shall contain the following information:
 - (1) The full name of the solicitor;
 - (2) The solicitor's employer, principal or organization, if applicable;
 - (3) A registration number; and
 - (4) The dates of issuance and expiration of the permit; and
 - (5) Photo of applicant or agent.
- (d) The permit shall be worn constantly in a conspicuous place by the permit holder while conducting door-to-door sales in the city. A person commits an offense if the person engages in door-to-door selling and fails or refuses to show or display the permit upon the request of any person.

(e) An issued permit shall be used only by the solicitor for whom it was issued and may not be transferred to another person. A person commits an offense if the person wears or displays a photo identification tag issued to another person.

(f) A person who uses a vehicle while conducting door-to-door sales shall post a sign located in a conspicuous place on or in the window of the vehicle, identifying the name of the person, company or organization that the person represents. If the name is an individual person, it must be followed by the word "solicitor." The lettering on the sign must be at least two and one-half (2-1/2) inches high.

Sec. 18-216. Revocation or suspension of permit.

(a) A permit issued pursuant to this division may be revoked or suspended, and the person prohibited from reapplying for any of the following reasons:

- (1) Fraud, misrepresentation, or false statement contained in the application for permit;
- (2) Fraud, misrepresentation, or false statement made by a solicitor in the course of conducting door-to-door selling;
- (3) A plea or conviction of a felony or misdemeanor involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property;
- (4) A judgment administrative decision involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property;
- (5) If bond requirements have not been complied with or the bond has expired or is no longer valid; or
- (6) A violation of any of the regulations set forth in this article.

(b) Revocation or suspension of any such permit, for whatever cause, shall automatically revoke or suspend the permit of all agents permitted in conjunction with or under the principal applicant. During any such period of revocation or suspension, it shall be unlawful for the holder or holders to engage in door-to-door selling.

Sec. 18-217. Appeal.

A person denied a permit or who has had a permit revoked or suspended, may appeal that action to the city manager, or designee, by submitting a letter, and any supporting evidence, to the city secretary within ten (10) business days of such action. The city manager, or designee, shall render a decision on the appeal within fifteen (15) business days after receipt of the request. The decision of the city manager, or designee, on the appeal is final.

Secs. 18-218—18-248. Reserved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This ordinance shall become effective July 20, 2023, and publication is required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 20th DAY OF July, 2023.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-5

Staff

Contact:

E-mail:

Phone:

Mike Rocamontes

Public Works Director

mrocamontes@ci.crowley.tx.us

817-297-2201-X 3290

SUBJECT: Discuss and consider approval of the Developer Agreement for Hunter's Ridge Phase2 with Bloomfield Homes.

BACKGROUND/DISCUSSION

Hunter's Ridge Phase2 is a continuance of the Hunter's Ridge Addition in the 900 block of 731/N. Crowley Road in Crowley.

- Council approved the final plat on April 24, 2023
- Developer is required to install water, sewer and storm utilities
- Developer is required to install streets, signage and lighting
- Developer and builder are required to install sidewalks and landscaping
- Bloomfield proposes to build a multi-use trail within the proposed and dedicated park land, and this helps the City implement its Parks Master Plan by connecting the trail system to Bicentennial Park in the future.
- The projected cost of the trail system is \$613,148.75. The total Park Land Fees for Phases 1 through 6 to be put towards the trail system is \$594,600, with the \$18,548.75 overage to be paid by the Developer
- Developer shall provide 2 year Maintenance and Performance Bonds for 100% of all improvements, making the Developer responsible for repairs due to faulty materials, workmanship or damages occurred during the construction period.

FINANCIAL IMPACT

After the 2-year Maintenance and Performance Bonds have expired, all installed public improvements will become the Cities responsibility to maintain.

RECOMMENDATION

Staff recommends approval of the Developer Agreement for Hunter's Ridge Phase 2.

ATTACHMENTS

- Hunter's Ridge Ph2 Developer Agreement
- Hunter's Ridge Park Land and Park Development Fee Breakdown
- Trail Exhibit for the proposed Tail System
- Trail System Preliminary Cost Estimate

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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the Unified Development Code of the CITY and other regulations of the CITY, and as approved by the City engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement.

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

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

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

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

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

C. CONSTRUCTION BONDS

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

1. PERFORMANCE BOND

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

2. PAYMENT BOND

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

3. MAINTENANCE BOND

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

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

D. UTILITIES

1. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the water system and improvements within the dedicated easements once the two-year maintenance bond is released.

2. SANITARY SEWER

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

3. DRAINAGE

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

4. STREETS

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

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

3, All street Facilities will be subject to inspection and approval by the City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement.

4. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are planned.

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

5. SIDEWALKS

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

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

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

The CITY does note to the DEVELOPER that a to connect Ph1 to Ph2 of Hunter's Ridge where both Phases meet.

The CITY does note to the DEVELOPER that a sanitary sewer trunk line is located where Ph1 and Ph2 meet.

F. FEES

1. IMPACT FEES

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

2. PUBLIC UTILITIES

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

3. PARK FEES

The DEVELOPER has submitted construction plans for a bike and hike trail and agrees to construct a bike and hike trail per construction plans that have been reviewed and accepted by the City, in-lieu-of paying the \$600.00 per LOT fee (for park equipment), for all lots within Hunter's Ridge Phases I, II, III, IV, V, and VI Preliminary Plat. **The City shall not issue more than (30) building permits (total) for Hunter's Ridge Phase 2, or any future Phase, until the trail has been constructed in accordance with the approved plans, inspected and accepted by the City.**

The City will credit the unpaid balance of the Park Fees from Ph.1 in the amount of \$151,200.00, to the Developer (Bloomfield Homes) upon the execution of the Developer Agreement for Hunter's Ridge Ph 2. The credited unpaid park fees shall only be used to fund the Trail System in the Hunter's Ridge Addition.

G. DETERMINATION OF ROUGH PROPORTIONALITY

Developer hereby agrees that the specific exactions required by the City and agreed to by the Developer in this Agreement (collectively the "Exactions"), and any land or property it donates to the City as part of the development of any public improvements, are roughly proportional to the need for such exaction or land, and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the public improvements. Developer specifically waives and releases all claims which Developer may have against the City: (1) related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the public Improvements; (2) related to the specific exactions required by the City and agreed to by Developer in this Agreement; and (3) that any exactions required by this Agreement constitute a "taking" (i.e., an inverse condemnation) under the Texas or United States Constitutions.

H. GENERAL CONDITIONS

1. CONSTRUCTION TIME

Work performed under this Agreement shall be commenced within one (1) year from the date thereof. In the event the work is not completed within two (2) years from commencement of construction, the City may, at its election, draw on the performance bond, or other security provided by Developer and complete such work at Developer's expense, provided however, that if the construction under this Agreement shall have started within the two (2) year period, the City may agree to renew the Agreement with such renewed Agreement to be in compliance with the City policies and ordinances in effect at that time.

2. LAW COMPLIANCE

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

3. EROSION CONTROL

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

4. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER, it's successors and assigns, agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

5. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. The DEVELOPER, its successors and assigns, agrees to accept

responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees to indemnify and hold harmless the CITY from any and all damage, loss or liability of any kind whatsoever by reason of injury to property or third persons occasioned by the location of these amenities within the public right-of-way, and the DEVELOPER, its successors and assigns, shall defend and protect the CITY against all such claims and demands. The DEVELOPER shall replace any plants, trees, or grass that die with the same or similar type of plant, tree, or grass that is the same or similar size and with respect to plants and grass that die, in the same stage of growth.

6. BUILDING PERMITS AND INGRESS/EGRESS

Any subdivision in the City of Crowley with 30 lots or more requires two points of ingress/egress. **The trail system (bike and hike trail) must be fully constructed in accordance to the approved plans and accepted by the City before the City will issue more than a total of (30) building permits to Hunter's Ridge Phase 2.**

7. VENUE

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

8. ASSIGNMENT

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

I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

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

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

J. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, grantees, trustees, and/or representatives, shall never

construe this Agreement as waiving any of the requirements of the Zoning Ordinance or General Development Ordinance or any other ordinance of the CITY.

K. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE

IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

L. AMENDMENTS

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

M. ASSESSMENT

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

N. CONTINUITY

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

O. SEVERABILITY

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

P. DEFAULT

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

2. If DEVELOPER should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the Developer involving bankruptcy, insolvency, reorganization, liquidated or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured. Notice shall be sent to the Developer at the

address listed in the signature line below. If Developer shall not cure the breach within the time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

Q. TERMINATION AND RELEASE

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

R. OTHER CONDITIONS

1. SIDEWALKS. Sidewalks shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements.
2. The Developer shall deposit with the City the amount of four percent (4%) of the estimated contract price of the improvements to cover the City's costs to inspect the improvements. Estimated costs for the public improvements are shown on Exhibit "C" attached hereto. The actual fees due to the City shall be based on reconciled final contract prices. In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.
3. During the 2-year Maintenance Bond period, the Developer agrees to maintain all Public Improvements installed under this Agreement, and to repair or correct any defective condition in connection with the Public Improvements installed under this agreement within 14 calendar days after being notified by the City, or such reasonable time as may be agreed to between the City and the Developer.

(Execution Pages Follow)

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

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

By: _____
Don Dykstra, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

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

(SEAL)

Notary Public in and for the
State of Texas

CITY OF CROWLEY
201 E Main Street
Crowley, Texas 76036

By: _____
Billy Davis, Mayor

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

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

(SEAL)

Notary Public in and for the
State of Texas

EXHIBIT "A"
PROPERTY DESCRIPTION

Plat Approved on 05/04/2023

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:

COMMENCING at a 1/2" rebar capped Goodwin & Marshall set (hereafter referred to as 1/2" rebar capped set) 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 set 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 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 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 0 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 having 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 42 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 7 minutes 55 seconds West, a distance of 10.87 feet to a 1/2" rebar capped set;

South 55 degrees 18 minutes 14 seconds West, a distance of 191.52 feet to a 1/2" rebar capped set at the southeast corner of Cedar Creek Lane (50' R.O.W.), said point lying in an east line of said Lot 48X, Block A of Hunters Ridge, Phase I;

THENCE along the easterly and northerly line of said Lot 48X, Block A, as follows:

North 8 degrees 28 minutes 42 seconds West, at a distance of 55.74 feet passing the northeast corner of said Cedar Creek Lane, continuing a total distance of 139.79 feet to a 1/2" rebar capped set;

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

North 54 degrees 5 minutes 48 seconds West, a distance of 320.27 feet to a 1/2" rebar capped set;

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

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

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

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

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

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

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

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

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

North 37 degrees 43 minutes 27 seconds West, a distance of 270.37 feet to the POINT OF BEGINNING and containing 4,359,399 square feet or 100.078 acres of land.

EXHIBIT "B"
DESCRIPTION OF IMPROVEMENTS

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Grading, Paving, Drainage, Signage, and Street Light Improvements to serve the Hunter's Ridge Addition Phase 2 dated September 17, 2021, by Brent Caldwell, P.E., Goodwin and Marshall, Inc., as approved by the City Engineer dated March 31, 2022.

EXHIBIT "C"
DESCRIPTION OF ESTIMATED COSTS

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

Onsite:

1.	Water lines and appurtenances	\$	1,550,671.66
2.	Sewer lines and appurtenances	\$	2,216,071.73
3.	Streets, street signs, lighting	\$	3,867,138.50
4.	Storm drainage systems	\$	2,708,064.43
5.	Trail system	\$	613,148.75

Offsite:

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

Total Estimated Construction Cost	\$	10,955,094.60
Estimated Construction Inspection Fees (4%)	\$	438,203.78

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

HUNTER'S RIDGE PARKLAND and PARK DEVELOPMENT FEE BREAKDOWN

	Lot QTY	Park Land Fee	Park Development Fee
Phase 1	244	\$146,400.00	\$146,400.00
Phase 2	256	\$153,600.00	\$153,600.00
Phase 3	192	\$115,200.00	\$115,200.00
Phase 4	115	\$69,000.00	\$69,000.00
Phase 5	184	\$110,400.00	\$110,400.00
Total	991	\$594,600.00	\$594,600.00

**Total Combined Parkland
and Park Development Fee**

\$1,189,200.00

**Total Parkland Required
(Acres)***

14.87

**Total Parkland Provided for
Entire Development****

37.01

**Total Park Development Fee
Due for Entire Development**

\$594,600.00




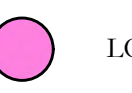
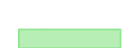
* = 1.5 acres per 100 lots per ordinance

** = Number provided on November 2018 Parkland Dedication plan for entire development

** = Number includes ratio for land within the floodway per ordinance



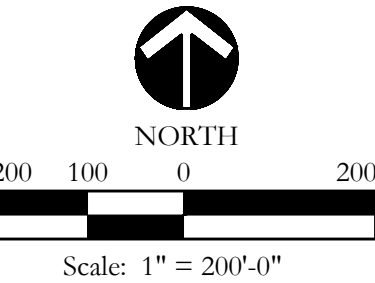
CALLOUTS LEGEND:

- | | |
|---|--|
|  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



Preliminary Cost Estimate
Hunter's Ridge - Preliminary Trail Exhibit
City of Fort Worth, Tarrant County, Texas

Client: Vincent
Bloomfield Homes

By: Cody Johnson PLA, ASLA, LI
Johnson Volk Consulting
Project # DPI019A

Date: 06-22-2023

A. Trail and Landscape Improvements

	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	1	LS	Trail Head	\$35,000.00	\$35,000.00
2	2	LS	Trail Signage	\$1,850.00	\$3,700.00
3	5	EA	6'-0" Park Bench	\$2,885.00	\$14,425.00
4	5	EA	Trash Receptical	\$1,850.00	\$9,250.00
5	4	EA	Pet Waste Station	\$885.00	\$3,540.00
6	1	LS	Clearing and Fine Grading Allowance	\$35,000.00	\$35,000.00
7	45,450	SF	10'-0" Width Concrete Trail	\$7.25	\$329,512.50
8	4	EA	Barrier Free Ramps, Stripped Trail Crossing, and Signage	\$7,000.00	\$28,000.00
9	2	EA	Low Water Crossing	\$8,000.00	\$16,000.00
10	35	EA	3" Caliper Shade Trees at Trail Entry Points	\$495.00	\$17,325.00
11	15	SF	Decomposed Granite Hardline	\$6.25	\$93.75
12	202,105	SF	Hydromulch and Temporary Irrigation	\$0.50	\$101,052.50
13	1	LS	Actual Landscape Architecture Design Fees	\$20,250.00	\$20,250.00
Total Trail and Landscape Improvements:					\$613,148.75



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-6

Staff Contact: Carol Konhauser
City Secretary
E-mail: ckonhauser@ci.crowley.tx.us
Phone: 817-297-2201-X4000

SUBJECT: Discuss and consider adoption of Ordinance 07-2023-488 an ordinance of the City Council of the City of Crowley, Texas, Ordering a Special Election to fill a vacancy to be held on September 23, 2023 for the purpose of electing a council member to Place 5 for the unexpired term ending May 2026; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.

BACKGROUND/DISCUSSION

In accordance with Article XI, Section 11, of the TX Constitution and our City Charter, the city must call a Special Election to fill a vacancy within 120 days of the occurrence. Staff is requesting to hold a Special Election on Saturday, September 23, 2023, which would be 99 days from the date the vacancy occurred.

Passage of Ordinance 07-2023-488, will order the special election to fill a vacancy by electing a council member to Place 5 for the unexpired term ending May 2026 and authorize the Mayor to execute the Notice of Election for a Special Election. The Notice of Special Election will be posted and published in English, Spanish and Vietnamese. This notice describes the nature and date of the election; location and hours of the polling places; location, date and hours for early voting as prescribed by the Texas Secretary of State.

FINANCIAL IMPACT

In the past, the cost of an election that was not shared with the ISD has been approximately \$10,000.00.

RECOMMENDATION

Staff recommends adoption of Ordinance 07-2023-488 ordering the Special Election and authorizing the Mayor to execute the Notice of Election.

ATTACHMENTS

- Ordinance 07-2023-488
- Election Order
- Notice of Election

ORDINANCE NO. 07-2023-488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, CALLING FOR AND ORDERING A SPECIAL ELECTION TO FILL A VACANCY TO BE HELD ON SEPTEMBER 23, 2023 FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER TO PLACE 5 FOR THE UNEXPIRED TERM ENDING MAY 2026; APPOINTING AN ELECTION ADMINISTRATOR, VOTING CLERK, ELECTION JUDGE AND ALTERNATE ELECTION JUDGE; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DATES; PRESCRIBING THE HOURS; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Crowley Charter provides that City Elections shall be held in accordance with the laws of the State of Texas; and

WHEREAS, pursuant to Article XI, Section 11, of the Texas Constitution and Article III The City Council, Section 3.06 Vacancies and Forfeiture of Office, of the City of Crowley's Home Rule Charter, stating "Any city, whether home rule or general law, that has increased its terms of office to three (3) years or four (4) years must fill vacancies by a majority vote at a Special Election within 120 days after the vacancy occurs."; and

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

WHEREAS, the City Council of Crowley hereby calls a Special Election to fill a Vacancy for the purpose of electing a Council Member to Place 5 for the remainder of the term expiring May 2026; and

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

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

Section 1. Special Election Called. An election is hereby called to elect for the position of City Council Place 5 to serve the remainder of the three (3) year term expiring May 2026 or until their successors are duly elected and qualified. The election shall be held on September 23, 2023 between the hours of 7:00 a.m. and 7:00 p.m. at locations set forth in the Notice of Election.

Section 2. Election Agreements. The Mayor is authorized to enter into election agreements as authorized in the Texas Election Code. In the event of a conflict between this ordinance and the Agreement(s), the Agreement(s) shall control.

Section 3. Application for Place on Ballot. Qualified persons may file as candidates for the Special Election by filing applications in the office of the City Secretary, Monday- Friday from 8:00 a.m. to 5:00 p.m., beginning July 21, 2023 and ending August 14, 2023.

Section 4. Appointment of Election Administrator and Voting Clerk. For both Tarrant County and Johnson County Voters, Carol Konhauser, City Secretary, (“Elections Administrator”) is hereby designated as the Voting Clerk for both Early Voting and Election Day Voting, and she may appoint the necessary deputy clerks as required.

Section 5. Appointment of Election Judge and Alternate Election Judge. The following named individuals are hereby appointed to serve as election officer for the Election and Early Voting Ballot Board for the September 23, 2023, Special Election:

Presiding Election Judge
Alternate Presiding Judge/Clerk

Theresa Freihage
Joe Horn and Santa Gutierrez

Section 6. Early Voting.

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

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

Early voting by personal appearance shall commence September 11, 2023 and end on September 19, 2023 during the below listed hours.

Monday, September 11, 2023	8:00 a.m. until 5:00 p.m.
Tuesday, September 12, 2023	8:00 a.m. until 5:00 p.m.
Wednesday, September 13, 2023	8:00 a.m. until 5:00 p.m.
Thursday, September 14, 2023	8:00 a.m. until 5:00 p.m.
Friday, September 15, 2023	8:00 a.m. until 5:00 p.m.
Monday, September 18, 2023	7:00 a.m. until 7:00 p.m.
Tuesday, September 19, 2023	7:00 a.m. until 7:00 p.m.

b. **Early voting - *Ballot to be Voted by Mail.*** Applications for ballot to be voted by mail may be delivered to the respective County Elections Administrator by **US Postal Service, common or contract carrier, telephonic facsimile machine, or email**, not later than close of business on Tuesday, **September 12, 2023**. Applications for ballot to be voted by mail may also be delivered **in person** to the address listed below by the end of business on **Friday, September 8, 2023**.



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

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

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



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

Johnson County Email: vote@johnsoncountytexas.org

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

The voting clerk must physically receive marked ballots by the last mail delivery on Election Day which is Saturday, September 23, 2023. If the ballot is being mailed from outside of the US, the ballot must be received by the last mail delivery on the fifth (5th) calendar day following the election which would be Thursday, September 28, 2023. Marked ballots may also be delivered in person **ONLY** on Election Day, September 23, 2023, while polls are open.

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

Section 7. Runoff Election. In accordance with Section 2.015 of the Texas Election Code, in the event no candidate receives a majority of votes for an office, there shall be a runoff election held on, Saturday, October 21, 2023. The polling place on Election Day for the runoff election shall be at the same polling place as the original election, and the hours of voting shall be between 7:00 a.m. and 7:00 p.m. Early voting by personal appearance shall be held at the same location set out in Section 6, beginning on July 19, 2021 and continuing through July 27, 2021 at the times listed below.

Monday, October 9, 2023	8:00 a.m. until 5:00 p.m.
Tuesday, October 10, 2023	8:00 a.m. until 5:00 p.m.
Wednesday, October 11, 2023	8:00 a.m. until 5:00 p.m.
Thursday, October 12, 2023	8:00 a.m. until 5:00 p.m.
Friday, October 13, 2023	8:00 a.m. until 5:00 p.m.
Monday, October 16, 2023	7:00 a.m. until 7:00 p.m.
Tuesday, October 17, 2023	7:00 a.m. until 7:00 p.m.

Section 8. Method of Voting. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the Election, in accordance with this Ordinance. Early Voting by personal appearance and Election Day voting shall be conducted by using the M100 Optical Scan Voting System or AutoMark Accessibility Unit and shall be conducted in accordance with the Election Code.

Section 9. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Texas Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 10. Publication and Posting of Notice of Election. Notice of the election shall be given as required by the Texas Election Code.

Section 11. Delivery of Returns. Immediately after the closing of the polls on the day of the election, the election officers named in this ordinance shall make and deliver the returns of the election in accordance with the Texas Election Code.

Section 12. Submissions to the Texas Secretary of State or United States Justice Department. The City Secretary of the City of Crowley or her designee is authorized to make such submissions as are necessary to the Texas Secretary of State or the United States Justice Department, if any, to seek pre-clearance for any changes in voting practices.

Section 13. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 14. Effective Date. This ordinance shall be effective upon its adoption.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2023.

CITY OF CROWLEY, TEXAS

Billy P. Davis
MAYOR

ATTEST:

Carol C. Konhauser
CITY SECRETARY

APPROVED AS TO FORM:

Rob Allibon
CITY ATTORNEY

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

A Special Election is hereby ordered to be held on September 23, 2023, from 7:00 a.m. to 7:00 p.m. for the purpose of filling a vacancy by electing a council member to Place 5 for the remainder of the unexpired term ending May 2026.
(Se ordena la celebración de una Elección Especial el 23 de septiembre de 2023, de 7:00 a.m. a 7:00 p.m. con el propósito de llenar una vacante eligiendo a un miembro del consejo para el puesto 5 por el resto del período restante que termina en mayo de 2026.)
(Theo đó, một cuộc Bầu cử đặc biệt sẽ được tổ chức vào ngày 23 tháng 9 năm 2023, từ 7 giờ sáng đến 7 giờ tối. với mục đích lấp đầy chỗ trống bằng cách bầu một thành viên hội đồng quản trị vào Vị trí số 5 trong thời gian còn lại của nhiệm kỳ chưa hết vào tháng 5 năm 2026.)

Early Voting by personal appearance for City of Crowley, Tarrant County and Johnson County voters will be conducted each weekday between September 11, 2023 through September 19, 2023 at the Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 as follows:
(La votación en adelantada en persona para los votantes de la Ciudad de Crowley y los Condados de Tarrant y Johnson se llevara acabo el 11 de septiembre, 2023 hasta el 19 de septiembre, 2023 en el Crouch Event Center en Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 de la siguiente manera:)
(Bỏ phiếu sớm bằng cách xuất hiện cá nhân cho các cử tri của Thành phố Crowley, Hạt Tarrant và Hạt Johnson sẽ được tiến hành mỗi ngày trong tuần từ ngày 11 tháng 9 năm 2023 đến ngày 19 tháng 9 năm 2023 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

September 11- 15, 2023 (11 al 15 de septiembre de 2023) (Ngày 11 đến 15 tháng 9 năm 2023)	Monday-Friday (Lunes-Viernes) (Thứ Hai đến thứ Sáu)	8:00 am- 5:00 pm (8:00 am- 5:00 pm) (8:00 sáng đến 5:00 chiều)
September 16 & 17, 2023 (16 y 17 de septiembre de 2023) (Ngày 16 và 17 tháng 9 năm 2023)	Saturday & Sunday (sábado y domingo) (thứ bảy và chủ nhật)	NO VOTING (Sin votación) (Không bỏ phiếu)
September 18 & 19, 2023 (18 y 19 de septiembre de 2023) (Ngày 18 và 19 tháng 9 năm 2023)	Monday & Tuesday (lunes y martes) (Thứ hai và thứ ba)	7:00 am – 7:00 pm (7:00 am – 7:00 pm) (7:00 sáng đến 7:00 tối)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)
(Đơn xin bỏ phiếu qua thư sẽ được gửi đến:)

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

Applications can be scanned with an original signature and emailed to ckonhauser@ci.crowley.tx.us
(Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a ckonhauser@ci.crowley.tx.us)
(Các ứng dụng có thể được quét bằng chữ ký gốc và gửi qua email tới ckonhauser@ci.crowley.tx.us)

Applications for ballots by mail must be received no later than the close of business on Tuesday, September 12, 2023.
(Las solicitudes para boletas que se votaron en ausencia por correo deberán recibirse para el fin de las horas de negocio el martes, 12 de septiembre, 2023)
(Đơn xin phiếu bầu qua thư phải được nhận không muộn hơn ngày kết thúc kinh doanh vào thứ ba ngày 12 tháng 9 năm 2023.)

Issued this the 20th day of July 2023. (Emitada este dia 20 de julio, 2023) (Phát hành này vào ngày 20 tháng 7 năm 2023.)

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

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

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

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

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

Scott Gilbreath
Signature of Council Member 6
Firma de la Persona del Consejo 5
(Chữ ký của thành viên Hội đồng 5)

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

**NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)
(THÔNG BÁO BẦU CỬ ĐẶC BIỆT)**

To the Registered Voters of the City of Crowley, Texas:
(a los votantes registrados de la Ciudad de Crowley, Texas)
(Gửi đến những người bỏ phiếu đã đăng ký của Thành phố Crowley, Texas:)

Notice is hereby given that the polling place(s) listed below will be open from 7:00 a.m. to 7:00 p.m., on **Saturday, September 23, 2023**, for voting in a Special Election for the purpose of filling a vacancy by electing a council member to **Place 5** for the remainder of the unexpired term ending **May 2026**.
(Por la presente se notifica que los lugares de votación que se enumeran a continuación estarán abiertos de 7:00 am a 7:00 pm, el sábado 23 de septiembre de 2023, para votar en una Elección Especial con el propósito de llenar una vacante al elegir un miembro del consejo al puesto 5 por el resto del periodo restante que termina en mayo de 2026.)
(Bằng văn bản, hãy thông báo rằng (các) địa điểm bỏ phiếu được liệt kê dưới đây sẽ mở cửa từ 7:00 sáng đến 7:00 tối, vào Thứ Bảy, ngày 23 tháng 9 năm 2023, để bỏ phiếu về Cuộc Bầu cử Đặc biệt. Các cuộc Bầu cử Đặc biệt nhằm mục đích lấp đầy khoảng trống bằng cách bầu một thành viên hội đồng quản trị vào Địa điểm 5 trong thời gian còn lại của nhiệm kỳ chưa hết hạn vào tháng 5 năm 2026.)

**LOCATION OF POLLING PLACE(S) ON ELECTION DAY
(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)
(VỊ TRÍ CỦA NƠI SAU (S) VÀO NGÀY BẦU CỬ)**

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

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

Early Voting by personal appearance for City of Crowley, Tarrant County and Johnson County voters will be conducted each weekday between September 11, 2023 through September 19, 2023 at the Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 as follows:
(La votación en adelantada en persona para los votantes de la Ciudad de Crowley y los Condados de Tarrant y Johnson se llevara acabo el 11 de septiembre, 2023 hasta el 19 de septiembre, 2023 en el Crouch Event Center en Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 de la siguiente manera:)
(Bỏ phiếu sớm bằng cách xuất hiện cá nhân cho các cử tri của Thành phố Crowley, Hạt Tarrant và Hạt Johnson sẽ được tiến hành mỗi ngày trong tuần từ ngày 11 tháng 9 năm 2023 đến ngày 19 tháng 9 năm 2023 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

September 11-15, 2023 (11 al 15 de septiembre de 2023) (Ngày 11 đến 15 tháng 9 năm 2023)	Monday-Friday (Lunes-Viernes) (Thứ Hai đến thứ Sáu)	8:00 am- 5:00 pm (8:00 am- 5:00 pm) (8:00 sáng đến 5:00 chiều)
September 16 & 17, 2023 (16 y 17 de septiembre de 2023) (Ngày 16 và 17 tháng 9 năm 2023)	Saturday & Sunday (sábado y domingo) (thứ bảy và chủ nhật)	NO VOTING (Sin votación) (Không bỏ phiếu)
September 18 & 19, 2023 (18 y 19 de septiembre de 2023) (Ngày 18 và 19 tháng 9 năm 2023)	Monday & Tuesday (lunes y martes) (Thứ hai và thứ ba)	7:00 am – 7:00 pm (7:00 am – 7:00 pm) (7:00 sáng đến 7:00 tối)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)
(Đơn xin bỏ phiếu qua thư sẽ được gửi đến:)

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

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

Applications can be scanned with an original signature and emailed to ckonhauser@ci.crowley.tx.us
(Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a ckonhauser@ci.crowley.tx.us)
(Các ứng dụng có thể được quét bằng chữ ký gốc và gửi qua email tới ckonhauser@ci.crowley.tx.us)

Applications for ballots by mail must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)
(Đơn xin phiếu bầu qua thư phải được nhận không muộn hơn ngày kết thúc kinh doanh vào:)

Tuesday, September 12, 2023 (martes, 12 de septiembre, 2023) (Thứ ba ngày 12 tháng 9 năm 2023)

Issued this the 20th day of July, 2021 (Emitada este día 20 de julio, 2023) (Phát hành vào ngày 20 tháng 7 năm 2023)

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



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-7

Staff Contact: Carol C. Konhauser
City Secretary

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

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and approve the first reading of Resolution R07-2023-390, 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 2023-10, Purchase of Main Street Property, to promote, develop and expand business development; providing for two separate readings in compliance with Section 505.158, Texas Local Government Code; and providing an effective date.

BACKGROUND/DISCUSSION

The EDC established Project 2023-10 to purchase property located at 326 E Main Steet and held a public hearing on June 15, 2023 in accordance with Texas Local Government Code Section 505.159.

Before the EDC can spend funds in excess of \$10,000, the governing body must have two readings of a resolution authorizing the project.

Additionally, funds may not be expended until 60 days from the date the notice was published in the official newspaper of the City of Crowley, to allow for any citizen of the city to submit a petition requesting an election to vote on the project. Notice was published on June 1, 2023, in the Fort Worth Telegram, therefore funds may not be expended until after July 31, 2023.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends approving the 1st reading of Resolution R07-2023-390 authorizing expenditures on EDC project 2023-10.

ATTACHMENTS

- Resolution R07-2023-390

RESOLUTION NO. R07-2023-390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS AUTHORIZING THE CROWLEY ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR PROJECT NO 2023-10, PURCHASE OF MAIN STREET PROPERTY, TO PROMOTE, DEVELOP AND EXPAND BUSINESS DEVELOPMENT IN CROWLEY; PROVIDING FOR TWO SEPARATE READINGS IN COMPLIANCE WITH SECTION 505.158, TEXAS LOCAL GOVERNMENT CODE; 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 Crowley Economic Development Corporation (CEDC) is a Type B Economic Development Corporation; and

WHEREAS, Section 505.158, Texas Local Government Code, provides that a Type B corporation in a city with a population of 20,000 or less may make an expenditure to promote new or expanded business development, provided that if such project requires an expenditure of more than \$10,000, the City Council must adopt a resolution authorizing the project after giving the Resolution at least two separate readings; and

WHEREAS, the CEDC Board has held a public hearing, and found that the proposed expenditure for the Purchase of property located at 326 E Main Street (the “Project”), will promote new or expanded business development in the City of Crowley; and

WHEREAS, the CEDC has found and determined that the Project will promote new or expanded business enterprises in the City of Crowley; and

WHEREAS, the City Council considered this Resolution on first reading on July 20, 2023 and on second reading on August 3, 2023; and

WHEREAS, the City Council desires to authorize the proposed expenditure by the CEDC as requested.

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

SECTION 1.

The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

SECTION 2.

The City Council hereby authorizes the Project and authorizes the CEDC's expenditure for the Purchase of Property located at 326 E Main Street Project, to promote, develop and expand business development in Crowley, as requested.

SECTION 3.

This Resolution is read and adopted at meetings that were open to the public and notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 4.

This Resolution shall take effect after its second reading and adoption.

READ AND APPROVED ON FIRST READING this _____ day of _____, 2023.

READ AND ADOPTED ON SECOND READING this _____ day of _____, 2023.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-8

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

SUBJECT: Discuss and consider approving an amendment to the City of Fort Worth Interlocal Agreement for participation in the Environmental Collection Center Household Hazardous Waste Program for a rate increase per household visit; and consider adoption of Ordinance 07-2023-489, an Ordinance of the City Council of the City of Crowley, Texas, amending Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances by adding a new section (19.1) Household Hazardous Waste Voucher; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; providing for publication; and providing an effective date.

BACKGROUND/DISCUSSION

Staff received a notice for the City of Fort Worth that the Household Hazardous Waste rate would be increasing effective October 1, 2023. The City issues vouchers to residents and charges only the amount assessed by the City of Fort Worth.

FINANCIAL IMPACT

This is a pass-through fee, there is not financial impact to the City.

RECOMMENDATION

Council consideration is respectfully requested.

ATTACHMENTS

- Letter from City of Fort Worth
- Amendment to Interlocal Agreement
- Ordinance to update fee schedule



Date: April 17, 2023

SUBJECT: City of Fort Worth Environmental Collection Center Rate Increase

Dear Participating City,

I would like to thank you for being a customer to the City of Fort Worth, Environmental Collection Center (ECC). Over the last 25 years, the ECC has grown from servicing 5,000 households per year to disposing of waste from more than 30,000 homes annually. We have accomplished this with limited pricing adjustments since inception, even maintaining pricing during the COVID pandemic as to not further burden cities with additional costs during that time.

As we discussed earlier this year, due to a dramatic increase in disposal costs, we must raise the price for citizens to dispose of household chemical waste at the ECC. We did consider the stakeholder feedback received at previous meetings and elected to delay any cost increase until October 2023 to ensure that jurisdictions have time to communicate this change with residents

Effective October 1, 2023 the cost per household to properly dispose of chemical waste at the ECC will go from \$50 to \$95. Barring any unforeseen circumstances, we anticipate this rate will remain in effect through September 30, 2025.

We have avoided raising our prices for as long as possible, but we can no longer prolong the inevitable. Thank you for being a participating city and we look forward to working with you in the future. If you have any questions, please do not hesitate to contact me at 817-392-5153 or james.keezell@fortworthtexas.gov.

Sincerely,

Jim Keezell
Assistant Code Compliance Director
Solid Waste Services Division
City of Fort Worth

cc: Brandon Bennett, Director Code Compliance
Ben Carson, Senior Administrative Services Manager, Code Compliance
HRIS Records

**FIRST AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 49802
AN INTERLOCAL AGREEMENT
BETWEEN CITY OF FORT WORTH AND CROWLEY
FOR PARTICIPATION IN THE ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This First Amendment to Fort Worth City Secretary Contract No. 49802 (“First Amendment”) is made between the City of Fort Worth (“Fort Worth”), a municipal corporation, and City of Crowley, (“Participating City”) and located in Tarrant County, Texas, acting herein by and through Robert Loftin its duly authorized City Manager.

WHEREAS, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49802 (the “Agreement”) for participation in the Environmental Collection Center Household Hazardous Waste Program; and

WHEREAS, due to rising costs of the program, Fort Worth must increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

WHEREAS, Fort Worth and Participating City agree to amend the Agreement to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$50.00 to \$95.00; and

WHEREAS, Fort Worth and Participating City also agree to amend the Agreement to allow the cost per household to be adjusted so long as there is mutual agreement by Fort Worth and the Participating City.

NOW THEREFORE, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

I.

AMENDMENTS

1. Section 10 “Compensation”, Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:

Participating City agrees to pay Fort Worth the sum of **\$95.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated. Fort Worth may adjust the cost per household visit to the ECC (or per

participating household in a Mobile Collection Event) by providing Participating City at least ninety (90) days written notice and by mutual consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the Agreement.

II.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

III.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

[Signature Page Follows]

SIGNATURE PAGE

**INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

Executed effective as of the date signed by the Assistant City Manager below.

FORT WORTH:

City of Fort Worth By: _____ Name: Valerie Washington Title: Assistant City Manager Date: _____ Approval Recommended: By: _____ Name: James Keezell Title: Assistant Director Code Compliance Attest: By: _____ Name: Jannette Goodall Title: City Secretary	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Rex Johnson Title: Environmental Supervisor Approved as to Form and Legality: By: _____ Name: Christopher Austria Title: Assistant City Attorney Contract Authorization: M&C: 28276
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PARTICIPATING CITY

City of Crowley, Texas By: _____ Name: <u>Robert Loftin</u> Title: <u>City Manager</u> Date: <u>July 20, 2023</u> Attest: By: _____ Name: <u>Carol Konhauser</u> Title: City Secretary	Approved as to Form and Legality: By: _____ Name: _____ Title: Rob Allibon, City Attorney
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ORDINANCE NO. 07-2023-489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING APPENDIX A, SCHEDULE OF RATES, FEES AND CHARGES, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION (19.1) HOUSEHOLD HAZARDOUS WASTE VOUCHER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crowley, Texas, 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 fee schedule of the City of Crowley, has been codified as Appendix A of the Crowley Code of Ordinances; and

WHEREAS, the City Council desires to amend the Schedule of Rates, Fees and Charges of the City adding a new section, (19b) Household hazardous waste voucher.

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

SECTION 1.

Appendix A, Schedule of Rates, Fees and Charges, of the Code of Ordinances of the City of Crowley, Texas, is hereby amended by adding the below section following section (19) to read as follows:

(19.1) *Household hazardous waste voucher.*

One voucher per household/per year Must be a resident of the City of Crowley Vouchers can be obtained at the Permits Office Must present a current water bill as proof of residency	\$95.00 per voucher
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SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This ordinance shall become effective October 1, 2023, and publication is required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 20th DAY OF July, 2023.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-9

Staff

Contact:

E-mail:

Phone:

Carol C. Konhauser

City Secretary

ckonhauser@ci.crowley.tx.us

817-297-2201-X 4000

SUBJECT: Discuss and consider adoption of Resolution R07-2023-389, a resolution of the City of Crowley, Texas, finding that Oncor Electric Delivery Company LLC's application to amend its distribution cost recovery factor and update generation riders to increase distribution rates within the city should be denied; authorizing participation with the Steering Committee of Cities served by ONCOR; authorizing hiring of legal counsel; and finding that the city's reasonable rate case expenses shall be reimbursed by the company.

BACKGROUND/DISCUSSION

On June 30, 2023, Oncor Electric Delivery Company, LLC ("Oncor" or "Company") filed an application to amend its Distribution Cost Recovery Factor ("DCRF") and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million. (Note: Oncor seeks to recover \$1.82 million total for mobile generation, but this figure includes amounts previously approved in Docket No. 53601. This proceeding requests an additional \$1.07 million beyond what the Commissioners approved in Docket 53601.)

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The purpose of this Resolution is to deny the DCRF application proposed Oncor

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 55190.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

FINANCIAL IMPACT

Oncor did not include a figure related to an increase on individual retail customer bills.

RECOMMENDATION

Staff recommends adoption of the resolution.

ATTACHMENTS

- Resolution R07-2023-389

RESOLUTION NO. R07-2023-389

A RESOLUTION OF THE CITY OF CROWLEY, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Crowley, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 55190.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with

the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 20th day of JULY, 2023.

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-10

Staff Contact: Kit Long

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

Phone: 817/297-2276

SUBJECT: Discuss and consider Budget Amendment #3 for FY 2022-2023 Crime Control and Prevention District, and consider and approve the purchase of equipment and materials in the amount of \$282,786.00.

BACKGROUND/DISCUSSION

The Crowley Police Department would like to purchase two additional patrol units, a motorcycle unit and repurpose COP unit.

The Board of Directors for the CCPD approved the budget amendment on July 20, 2023.

FINANCIAL IMPACT

The total cost of all items requested is \$282,786 to be purchased from the Crime Control and Prevention District FY 2022-2023 budget.

RECOMMENDATION

It is the recommendation of the Police Chief to approve these purchases.

ATTACHMENTS

- CCPD Budget Amendment #3
- Crime Control & Prevention District 2022-23 Amended Budget

CITY OF CROWLEY
CAPITAL REQUEST FORM
(ITEMS OVER \$5,000)
BUDGET YEAR 2022-2023

DEPARTMENT:	CCPD
DESCRIPTION:	Patrol Units (2) Command Vehicle (1)
PRIORITY:	1

JUSTIFICATION:

The Crowley Police Department wishes to purchase two (2) Chevrolet Police Tahoes for the patrol division. Due to supply chain shortages, current and future vehicle acquisitions have become significantly challenging. Our current fleet is experiencing additional wear and rising maintenance costs. Due to the potential for critical incidents the department is requesting to add a command vehicle, one (1) Chevrolet Police Tahoe with the capabilities of managing and supporting a scene with direct command and logistics oversight. This will also be helpful in an ICS role for state and federal reimbursement if needed.

FINANCIAL IMPACT ON CURRENT YEAR BUDGET:

ACCOUNT NUMBER	DESCRIPTION	COST
68-30-5506	2023/24 Chevrolet Tahoe (Extended Warranty Included) X3	\$ 145,056
	Emergency Equipment (lights, sirens, installation) X3	\$ 49,804
	Graphics X2	\$ 1,600
	In-Car Radio X3 Aquired through another program	\$ -
	Vehicle Recording System X2	\$ 8,976
	In-car Computer system X2	\$ 7,374
	Radar (Kustom Signals) X2	\$ 3,100
	Ticket Writer and Printer (Extended Warranty) X2	\$ 7,692
	Window Tint X3	\$ 450
	Trunk Organizer X2	\$ 488
	Seat Cover X3	\$ 588
	Digital Camera w/all accessories	\$ 230
	Trauma Supplies	\$ 310
	First Aid Kit	\$ 140
	Fingerprint Kit X2	\$ 100
	Active Shooter Kit, steel plates X1 (1 on hand)	\$ 376
	Traffic Cones (24)	\$ 160
	Stop Stick X2	\$ 1,010
	Go Bag X2	\$ 70
	PMAGS X4	\$ 57
	Opticomm Intersection Hardware X2	\$ 12,274
TOTAL COST		\$ 239,854.23

FINANCIAL IMPACT ON FUTURE BUDGETS:

ACCOUNT NUMBER	DESCRIPTION	COST
	Maintenance Cost for Ticket Writers	501.00
	Starting 2023 - cost possibly transfer to court budget	
	2nd Installment for Vehicle Recording System	8,975.53
TOTAL COST		\$ 9,476.53

FUNDING SOURCE IF APPROVED: CCPD

CITY OF CROWLEY
BUDGET ENHANCEMENT REQUEST FORM
(ITEMS OVER \$1,000 AND UNDER \$5,000)
BUDGET YEAR 2022-23

DEPARTMENT:

CCPD

DESCRIPTION:

Re-Purpose Patrol Unit to Citizens On Patrol Unit

PRIORITY:

JUSTIFICATION:

The Police Department would like to move an existing patrol unit with the ability for continued use to the COP program. This would allow the COP program members use of a newer vehicle by replacing an existing one. This vehicle is lower to the ground (accessibility) and is more updated which has been a concern from several COP members. These costs will allow the vehicle to be stripped and have non emergency vehicle graphics and equipment applied as required by law.

FINANCIAL IMPACT ON CURRENT YEAR BUDGET:

ACCOUNT NUMBER	DESCRIPTION	COST
68-30-5506	Re-purpose patrol unit and re-equip for Cop Program	
	Parts and labor to remove and re-install equipment.	1,800.00
	Parts and labor to re-apply applicable Cop graphics.	813.00
<i>TOTAL COST</i>		\$ 2,613.00

FINANCIAL IMPACT ON FUTURE BUDGETS:

ACCOUNT NUMBER	DESCRIPTION	COST
<i>TOTAL COST</i>		\$ -

CITY OF CROWLEY
CAPITAL REQUEST FORM
(ITEMS OVER \$5,000)
BUDGET YEAR 2022-23

DEPARTMENT:

CCPD

DESCRIPTION:

Motorcycle Unit

PRIORITY:

JUSTIFICATION:

The current motor unit has been in use for almost ten years. The motor officer will benefit from updated equipment and design. It will further allow them to complete their assigned duties of traffic enforcement and crash reduction in service to the citizens of the City of Crowley.

FINANCIAL IMPACT ON CURRENT YEAR BUDGET:

ACCOUNT NUMBER	DESCRIPTION	COST
	2019 Harley Davidson Police FLHTP Electra Glide	18,424.00
	2023 Current Model Surcharge - 3 yr warranty included	1,000.00
	Miscellaneous Equipment	20,494.87
	BuyBoard State Contract Vehicle Fee	400.00
<i>TOTAL COST</i>		\$ 40,318.87

FINANCIAL IMPACT ON FUTURE BUDGETS:

ACCOUNT NUMBER	DESCRIPTION	COST
<i>TOTAL COST</i>		\$ -

Crime Control & Prevention District

Budget 2022-23 (amended 07/20/2023)

Revenue:

Sales Tax Revenue	\$ 1,356,770
Interest Income	500

Total Income

\$ 1,357,270

Expenses:

Bond Payments	
Principal	\$ 255,000
Interest	<u>11,662</u>

\$ 266,662

Recurring Costs:

Full Time Salaries	\$ 164,391
Overtime	8,000
Fica	11,990
Medicare	2,804
TMRS	21,447
Insurance	<u>17,541</u>

Total Personnel Costs \$ 226,173

Service Contracts

Motorola Solutions Software	23,450
License Plate Reader annual contract	-
Johnson County Broadband contract	45,000
Axon Five Year maintenance/license contract	44,367
VistaCom Voice Logger maintenance contract	4,578
Spectrum Internet	17,000
Mentalix (fingerprint machine)	5,050
Personnel Background Investigations Services	4,000
Motorola contract (renews 2023-24)	-
Acronis (every 2 years)	<u>-</u>

Total Service Contracts 143,445

Materials and Supplies

CCPC Admin Materials	2,500
Recruiting/Selection Process Exams	5,650
ID cards	<u>1,000</u>

Total Materials & Supplies 9,150

Mobile Phones	1,200
Dues and Memberships	75
Training and Travel	5,300
Ammunition (for Training)	16,184
City Event OverTime (includes COF)	21,000
Office of Community Outreach Programs	<u>15,596</u>

Total Other 59,355

Subtotal Programs & Recurring Costs		\$ 438,122
<u>Equipment and One Time Costs:</u>		
	Ballistic Shields (4)	16,155
	Flock Safety LPR	19,250
	Projector for EOC and TV for Briefing Room	3,600
	Thermal Camera	3,490
	Office Chairs	5,069
#1	Vehicles (approved 12/01/2022)	179,320
#2	Tower Analysis	9,950
#2	FCC License	5,560
	2 Patrol Units & Command Vehicle	239,854
	Motorcycle Unit	40,319
	Re-purpose Unit for COP	2,613
Subtotal Equipment and One Time Purchases		\$ 525,180
Total Expenses		\$ 1,229,964
Revenues over (under) expenses		\$ 127,307
<i>Detail of Programs:</i>		2022-23
1	Citizens On Patrol Program	4,000
2	Youth Activity Center Programs	1,200
3	Crowley Area Teen Community Helpers/Adult Supervision	250
4	Citizens Police Academy	500
5	National Night Out	2,846
6	Crime Prevention Materials	1,500
7	Bicycle/Skateboard Safety Program	1,000
8	Bike/ATV Patrol	500
9	Alliance for Children	3,800
Total Programs		\$ 15,596



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-11

Staff Contact: Kit Long

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

Phone: 817/297-2276

SUBJECT: Discuss and consider approving FY 2022-2023 Economic Development Corporation Budget Amendment #1 for purchase of equipment and materials in the amount of \$210,800.00; and Budget Amendment #2 for the property purchase of Project 2023-10 for \$1,030,000.00; and Budget Amendment #3 for economic incentive in the amount of \$60,000.00.

BACKGROUND/DISCUSSION

The EDC Board of directors will consider these budget amendments at their meeting on July 20, 2023 at 6:15 p.m.

FINANCIAL IMPACT

The total cost would be \$270,800 for Budget Amendment #1 and #3. This would leave revenues over expenditures of \$98,325.

Budget Amendment #2 would be funded from the proceeds for the sale of 320 E Main Street.

RECOMMENDATION

Staff recommends consideration.

ATTACHMENTS

- EDC Budget Amendments #1, #2, and #3

Economic Development Corporation
FY 2022-23 Budget

Budget Amendment #1

Budget Revenues over Expenditures	\$	369,125
Engineering and Design of Plaza Restrooms		23,800
Purchase of Christmas Décor for Plaza		<u>187,000</u>
Revenues over Expenditures	\$	158,325

Economic Development Corporation
FY 2022-23 Budget

Budget Amendment #2

Fund Balance	\$	1,030,000
Purchase of Property		<u>1,030,000</u>
Difference	\$	-

Economic Development Corporation
FY 2022-23 Budget

Budget Amendment #3

Budget Revenues over Expenditures	\$	158,325
Economic Development Incentive		<u>60,000</u>
Revenues over Expenditures	\$	98,325



Crowley EDC Board

AGENDA REPORT

Meeting Date: July 20, 2023

Agenda Item: VII-12

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 an agreement with Magee Architects to carry out a design study and provide deliverables for the remodel of the old Fire Station #1 into additional office space.

BACKGROUND/DISCUSSION

Previously, the city engaged Magee Architects to undertake an extensive renovation project, which encompassed connecting City Hall with Fire Station 1. With Fire Station 1 now relocated to a new facility, there remains approximately 4,500 square feet of garage space in the old building. Considering Magee's familiarity with the structure and the city's past positive experience working with them, the staff requested a proposal for the design and remodeling of the lower floor of the former fire station, along with the exterior facade. The aim is to ensure that the new design seamlessly integrates with the existing facility and plaza design.

This proposal encompasses a design study and deliverables for both the office space and the public restrooms, with each portion detailed separately. The funding for the restrooms will be sourced from the EDC (Economic Development Corporation) funds.

FINANCIAL IMPACT

The cost for conducting a design study and providing deliverables solely for the office space amounts to \$77,840.00, which constitutes Project B in the proposal. Should the city decide to proceed with the construction phase, Magee Architects will credit back a portion of the design study cost, specifically \$15,568.00.

RECOMMENDATION

Staff respectfully recommends council consideration.

ATTACHMENTS

- Proposal



MAGEE ARCHITECTS, I.P.
DESIGNERS • PLANNERS • INTERIORS

July 12, 2023

Carol Konhauser
City of Crowley
City Hall
201 E. Main Street
Crowley, TX 76036

Re: City Hall Remodel Study
City of Crowley
MA Project: Study - 071223

Dear Carol,

As we discussed, we will provide a **Study** for the public restrooms, office remodel, and façade enhancements. The Study will provide the anticipated program, floor plan, renderings, and a preliminary rough cost estimate for the project.

This initial proposal is based on the owner providing any available CAD drawings of the site and building. It will also include Magee Architects field verifying and measuring the existing building. The deliverables for the completed study will include the following:

1. 3D Sketch
2. Elevations
3. Floor Plan
4. Site Plan
5. Square Foot Cost Estimate
6. Building Code Review
7. Structural Review
8. Mechanical, Electrical, and Plumbing Review
9. Coordination with current Plaza design

Because of the City's desire to complete the project in 2 phases with undetermined timelines, at the completion of the Study, we propose that the project should be divided into 2 separate projects. **Project A** would be the public restrooms and **Project B** would include the office remodel, and façade enhancement to provide a coherent and consistent façade presentation to the new town plaza.

Once the **Study** is completed and approved, a fixed fee for the additional phases required to bid and construct both projects will be agreed to in **separate proposals** and incorporated into the latest addition of the standard AIA contract for services. If no changes are made to the approved **Study**, usable work from the **Study** will be credited to the schematic phase.

Architectural Services for the proposed **Study** will be provided by a Fixed Fee Contract of **\$22,425.00** as follows:

Architecture -	\$17,500.00
a. Building and TAS Code Review	
b. Cost Estimate	
Structure -	\$ 1,950.00
<u>Mechanical, Electrical, & Plumbing -</u>	<u>\$ 2,975.00</u>
Total Study Fee -	<u>\$22,425.00</u>

Once the **Study** is completed and approved, Magee will provide architectural services for each project including the following 5 phases of design:

	<u>Project A Restrooms</u>	<u>Project B Offices</u>
A. Schematic Design	\$ 4,760.00	\$15,568.00
B. Design Development	\$ 4,760.00	\$15,568.00
C. Contract Documents	\$ 9,520.00	\$31,136.00
D. Bidding (City to decide delivery method)	\$ 1,190.00	\$ 3,892.00
E. Contract Administration	\$ 3,570.00	\$11,676.00
<u>Subtotal Fee</u>	<u>\$23,800.00</u>	<u>\$77,840.00</u>
<u>Study Credit</u>	<u>(\$ 4,760.00)</u>	<u>(\$15,568.00)</u>
<u>TOTALS</u>	<u>\$19,040.00</u>	<u>\$62,272.00</u>

Any additional requested work beyond the above Scope of Work will be billed as an additional service after agreement in writing by both parties based on the hourly rates below.

Architectural Standard Hourly Rates:

(Adjusted annually in accordance with office review)

Principal – Alan Magee	-\$195.00 per hour
Project Coordinator	-\$125.00 per hour
Draftsman	-\$70.00 per hour
Clerical	-\$60.00 per hour
Consultants	-Direct Reimbursable

We appreciate the opportunity to provide architectural services to the City of Crowley again and we look forward to working with your team to make this a successful project.

Sincerely,



Alan R. Magee, AIA
Principal

Please sign and date below and return if you agree with the terms of this proposal.

Signature

Date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Telephone: (512) 305-9000
505 E Huntland Dr, Ste 350
Austin, Texas 78752

TBAE Mailing Address:
P.O. Box 12337
Austin Texas 78711



Crowley City Council

AGENDA REPORT

Meeting Date: July 20, 2023
Agenda Item: VII-13

Staff
Contact: Rachel Roberts
E-mail: rroberts@ci.crowley.tx.us
Phone: 817/297-2201 x 3030

SUBJECT: Discuss and consider approval of Resolution R07-2023-391, authorizing the city manager to sign a release of easement for a 13,509 square foot access easement abutting Archbury Rd on a tract of land situated within the J. Steele Survey, Abstract Number 1381, City of Crowley, Tarrant County, Texas, located and recorded in instrument number D216180828, Deed Records, Tarrant County.

BACKGROUND/DISCUSSION

In 2016, an access easement was dedicated parallel to Archbury Rd with the purpose of connecting the property where the Atwoods and the fire station are now located to FM 1187. The following year, the city acquired additional access to Archbury Rd through a plat (area labeled as Lot 1, Block 3 Mitchell Place Addition on the attached easement abandonment exhibit), and Municipal Way was constructed over this additional access as part of the Atwoods project. The remaining, unused portion of the access easement will not be used for roadway purposes. It is too close to the intersection of FM 1187 with Archbury and the intersection of Archbury with Municipal Way.

A new development called the Shops at Crowley is proposed for the property where the easement is located, and a preliminary plat has already been approved for the site. The developer is requesting the city abandon the remaining unused access easement.

Based on discussions with franchise utilities about where the closest connection points are located, there do not appear to be any utilities within this easement. In addition, because this was an access easement and not a utility easement, there should not be any utilities located within the easement. However, we will get written confirmation from the utilities before filing.

RECOMMENDATION

Staff recommend approval.

ATTACHMENTS:

- Resolution authorizing the city manager to sign the release of easement
- Release of easement document
- Exhibit showing area proposed to be released
- Exhibit showing original easement dedication

RESOLUTION NO. R07-2023-391

A RESOLUTION OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF A 13,509 SQUARE FOOT ACCESS EASEMENT IN THE J. STEELE SURVEY, ABST. NO. 1381; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Crowley finds that the access easement dedicated by Instrument Number D216180828 of the Official Public Records of Tarrant County, Texas, is no longer necessary for use because such easement has been replaced by another access easement; and

WHEREAS, the City Council finds that the access easement is not being used by, nor useful or convenient to the public in general, and the public would be better served and benefitted by the vacation and abandonment of such access easement; and

WHEREAS, in order to remove any question as to the continued interest or ownership by the public in the access easement being vacated, the City Council hereby authorizes a written release of the City's interest in such access easement to the owner of the property on which the easement is located, with such release to be filed in the county deed records.

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

SECTION 1.

That the City Manager is authorized to execute the written release of the City of Crowley's interest in the recorded access easement located on and across a tract in the J. Steele Survey, Abst. No. 1381, according to the easement recorded in Instrument No. D216180828 of the Public Records of Tarrant County, Texas, such Release of Access Easement attached hereto as Exhibit "A"; and the City Secretary is directed to record such release with the County Clerk of Tarrant County, Texas.

SECTION 2.

This resolution shall be effective from and after its passage and adoption by the City Council.

ADOPTED this 20th day of July, 2023.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT “A”

RELEASE OF DRAINAGE EASEMENT

RELEASE OF ACCESS EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS:

This **RELEASE OF ACCESS EASEMENT** ("Release") is entered into as of the ____ day of _____, 2023, by **CITY OF CROWLEY, TEXAS** (herein referred to as the "Easement Holder"), a Municipality of the State of Texas.

WHEREAS, **CROWLEY 100 L.P.** (herein referred to as the "Owner"), a Texas limited partnership, executed that certain Access Easement, dated August 5, 2016 (the "Easement"), recorded under Instrument No. D216180828 of the Official Public Records of Tarrant County, Texas, whereby **CROWLEY 100 L.P.** granted to the **CITY OF CROWLEY, TEXAS**, a non-exclusive access easement across a portion of the Owner's property (herein referred to as the "Easement Area"), that is more particularly described on Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference for all purposes as defined in the Easement.

WHEREAS, Easement Holder has no further need for the Easement, desires to terminate and release the Easement, as set forth herein.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Easement Holder hereby vacates, abandons and releases to the Owner all of its right, title and interest in and to the Easement, and the Easement is hereby terminated.

IN WITNESS WHEREOF, Easement Holder has executed this release as of the date set forth above.

[signature on following page]

CITY OF CROWLEY, TEXAS
a Municipality of the State of Texas

By: _____
Robert Loftin
Its: City Manager

STATE OF TEXAS

COUNTY OF TARRANT

The forgoing instrument was acknowledged before me this _____ day of _____, 2023,
by Robert Loftin, as City Manager for the City of Crowley, Texas, on behalf of said Municipality
of the State of Texas.

Notary Public, State of Texas

Exhibit "A"

Exhibit "B"

EXHIBIT A

Access Easement Abandonment
13,509 Square Feet or 0.310 Acres
J. Steele Survey, Abst. No. 1381
City of Crowley, Tarrant County, Texas

BEING a tract of land situated within the J. Steele Survey, Abstract Number 1381, City of Crowley, Tarrant County, Texas, same being a portion of an access easement dedicated to the City of Crowley, Texas, a municipality of the State of Texas as recorded in Document Number D216180828, Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being a portion of a tract of land as described by deed to Crowley 100, L.P. (TRACT II) as recorded in Document Number D201007450, D.R.T.C.T., and being more particularly described by metes and bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values)

COMMENCING at a found 5/8-inch capped iron rod marked "KHA" (CIRF(K)) for a ell corner of the said Crowley 100 tract, same being the northeast corner of Municipal Way (a 60' public right-of-way) as shown on the plat of Atwood Addition, an addition to the City of Crowley as recorded in Document Number D217111776, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and being the southeast corner of the said access easement;

THENCE South 60°04'19" West, with the common line between the said Crowley 100 tract, Atwood Addition and the said access easement, a distance of 69.13 feet to a point for the southwest corner of the said access easement;

THENCE North 00°09'08" West, with the west line of the said access easement and over and across the said Crowley 100 tract, a distance of 31.52 feet to the **POINT OF BEGINNING** of the hereon described tract;

THENCE North 00°09'08" West, continuing with the west line of the said access easement and continuing over and across the said Crowley 100 tract, a distance of 374.95 feet to a point in the common line between the said Crowley 100 tract and Archbury Road (a variable width right-of-way) as described by Donation Deed to the City of Crowley as recorded in Document Number D197110917, D.R.T.C.T.

THENCE South 71°21'53" East, with the common line between the said Crowley 100 tract and the west right-of-way line of said Archbury Road, a distance of 11.43 feet to a CIRF(K);

THENCE South 24°39'12" East, continuing with the said common line, a distance of 118.40 feet to a point from which a found 5/8-inch capped iron rod marked "BROOKES BAKER SURVEYORS" (CIRF(BB)) bears North 04°03'40" West, a distance of 0.94 feet and a CIRF (K) bears North 27°51'03" East, a distance of 0.43 feet, said point being an angle point in the said Crowley 100 tract, and being the northern most corner of Lot 1, Block 3, Mitchell Place Addition, an addition to the City of Fort Worth, Tarrant County, Texas as shown on plat recorded in Document Number D217267628, P.R.T.C.T.;

THENCE South 00°08'51" East, with the common line between the said Crowley 100 tract and said Lot 1, a distance of 111.76 feet to a point;

THENCE over and across the said Crowley 100 tract, and along a curve to the left having a central angle of 39°44'48", a radius of 240.00 feet, an arc length of 166.49 feet and a chord which bears South 21°23'20" West, a distance of 163.17 feet to the **POINT OF BEGINNING** and **CONTAINING** 13,509 square feet or 0.310 acres of land more or less.

SURVEYOR'S CERTIFICATION

I, Robert A. Lee, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.



6300 Ridglea Place, Suite 700 Fort Worth, TX 76116
jmargotta@bhinc.com • 817.338.1277 • bhinc.com
TBPELS Firm #44, #10011300

Robert A. Lee
State of Texas Registered Professional Land Surveyor
No. 6895
Date: June 08, 2023

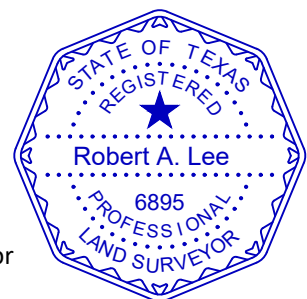


EXHIBIT B

Access Easement Abandonment

13,509 Square Feet or 0.310 Acres

J. Steele Survey, Abst. No. 1381

City of Crowley, Tarrant County, Texas

LEGEND:

CIRF(BB)....5/8" Capped Iron Rod Marked

"BROOKES BAKER SURVEYORS" Found

CIRF(K)....5/8" Capped Iron Rod

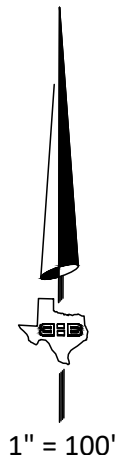
Marked "KHA" Found

D.R.T.C.T....Deed Records, Tarrant County, Texas

POB.....Point Of Beginning

POC.....Point of Commencing

P.R.T.C.T....Plat Records, Tarrant County, Texas



J. STEELE SURVEY
ABSTRACT No. 1381
CROWLEY PLOVER ROAD - FM 1187
(A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

**ACCESS
EASEMENT
ABANDONMENT**
13509 Sq.Ft.
0.310 Ac

PORTION OF
CROWLEY 100, L.P.
(TRACT II)
DOC. NO. D201007450
D.R.T.C.T.

POB

CITY OF CROWLEY
(DONATION DEED)
INS. NO. D197110917
D.R.T.C.T.

LOT 2, BLOCK 2
MITCHELL PLACE
DOC. NO. D214256997
P.R.T.C.T.

CIRF(BB)
N04°03'40"W
0.94'

CIRF(K)
N27°51'03"E
0.43'

(A VARIABLE PUBLIC RIGHT-OF-WAY)
LOT 1, BLOCK 3
MITCHELL PLACE
ADDITION
DOC. NO. D217267628
P.R.T.C.T.

PUBLIC ACCESS EASEMENT
DOC. NO. D217267628
P.R.T.C.T.

POC
CIRF(K)

LOT 1, BLOCK 1
ATWOOD ADDITION
DOC. NO. D217111776
P.R.T.C.T.

LOT 1, BLOCK 1
MITCHELL PLACE ADDITION
DOC. NO. D221029630
P.R.T.C.T.

Line Table		
Line #	Direction	Length
L1	S60°04'19"W	69.13
L2	N0°09'08"W	31.52
L3	S71°21'53"E	11.43
L4	S24°39'12"E	118.40
L5	S0°08'51"E	111.76

Curve Table					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C1	39°44'48"	240.00'	166.49'	S21°23'20"W	163.17'

GENERAL NOTES:

Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.

SURVEYOR'S CERTIFICATION

I, Robert A. Lee, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.



BAIRD, HAMPTON & BROWN

engineering and surveying

6300 Ridglea Place, Suite 700 Fort Worth, TX 76116
jmargotta@bhinc.com • 817.338.1277 • bhinc.com
TBPELS Firm #44, #10011300

Robert A. Lee

Robert A. Lee
State of Texas Registered Professional Land Surveyor
No. 6895
Date: June 08, 2023



EXHIBIT A

DEPICTION OF THE GRANTOR PROPERTY AND EASEMENT AREA

