



Regular Session  
Council Agenda Packet  
January 4, 2024

**CITY OF CROWLEY**  
**CITY COUNCIL**  
**Council Regular Session**  
**January 4, 2024**  
**ATTENDANCE SHEET**

	<u>Worksession</u>	<u>Regular</u>
Council Member Johnny Shotwell, Place 1	_____	_____
Council Member Jerry Beck, Place 2	_____	_____
Council Member Jesse Johnson, Place 3	_____	_____
Mayor Pro Tem Jim Hirth, Place 4	_____	_____
Council Member Matt Foster, Place 5	_____	_____
Council Member Scott Gilbreath, Place 6	_____	_____
Mayor Billy Davis	_____	_____
<b>Staff:</b>		
Robert Loftin, City Manager	_____	_____
Lori Watson, Deputy City Mgr/Finance Director	_____	_____
Jack Thompson, Asst City Mgr/EDC Director	_____	_____
Cristina Winner, Asst City Mgr/Comm Serv Director	_____	_____
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	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____



**AGENDA  
CROWLEY CITY COUNCIL  
JANUARY 4, 2024  
WORK SESSION - 6:30 p.m.**

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

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

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**WORK SESSION - January 4, 2024 - 6:30 pm**

**I. CALL TO ORDER AND ROLL CALL**

**II. NON-ACTION ITEMS FOR DISCUSSION**

1. None.

**DISCUSSION OF ITEMS LISTED ON THE AGENDA**

**III. CONSENT AGENDA**

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

1. Discuss and consider approving the minutes from the regular meeting held December 7, 2023 and the Special Called meeting held on December 19, 2023.
2. Discuss and consider approval of the 2024-2025 annual contract for fire and ambulance services with Saint Francis Village and authorize the Mayor to execute said contract.

**IV. PUBLIC HEARINGS**

1. Hold a public hearing to discuss and consider approving Ordinance 01-2024-514 for a specific use permit and accompanying site plan to allow a building taller than 45 feet in the "C-P" Civic-Public zoning district at 1005 W Main St, whose legal description is Crowley High School Addition Block 1 Lot 1, as requested by VLK Architects. **Case # SUP-2023-004.**

**V. CITY BUSINESS**

1. Discuss and consider approving Ordinance 01-2024-513 an ordinance amending Chapter 90 "Vehicles for Hire," Article II "Towing Services", by repealing and replacing with a new Article II "Towing and Wrecker Services" and amending Appendix A, Schedule of Rates, Fees and Charges for permit licensing and inspections; and authorizing the city manager to execute an agreement with JDB Towing, LLC. Beard's Towing to provide wrecker services for the city.
2. Discuss and consider approval of the Developer Agreement for Canoe Way Townhomes Tract 1.

**VI. ADJOURNMENT**



**AGENDA  
CROWLEY CITY COUNCIL  
JANUARY 4, 2024  
REGULAR SESSION - 7:00 p.m.**

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

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**REGULAR SESSION - January 4, 2024 - 7:00 pm**

**I. CALL TO ORDER AND ROLL CALL**

**II. INVOCATION**

**III. PLEDGE TO ALLEGIANCE TO THE AMERICAN AND TEXAS FLAGS**

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

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

**IV. PRESENTATIONS/PROCLAMATIONS**

1. None.

**V. CONSENT AGENDA**

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

1. Discuss and consider approving the minutes from the regular meeting held December 7, 2023 and the Special Called meeting held on December 19, 2023.
2. Discuss and consider approval of the 2024-2025 annual contract for fire and ambulance services with Saint Francis Village and authorize the Mayor to execute said contract.

**VI. PUBLIC HEARINGS**

1. Hold a public hearing to discuss and consider approving Ordinance 01-2024-514 for a specific use permit and accompanying site plan to allow a building taller than 45 feet in the "C-P" Civic-Public zoning district at 1005 W Main St, whose legal description is Crowley High School Addition Block 1 Lot 1, as requested by VLK Architects. **Case # SUP-2023-004.**

**VII. CITY BUSINESS**

1. Discuss and consider approving Ordinance 01-2024-513 an ordinance amending Chapter 90 "Vehicles for Hire," Article II "Towing Services", by repealing and replacing with a new Article II "Towing and Wrecker Services" and amending Appendix A, Schedule of Rates, Fees and Charges for permit licensing and inspections; and authorizing the city manager to execute an agreement with JDB Towing, LLC. Beard's Towing to provide wrecker services for the city.
2. Discuss and consider approval of the Developer Agreement for Canoe Way Townhomes Tract 1.

**VIII. ADVISORY BOARDS AND COMMISSIONS**

**1. Reports**

None

**2. Appointments/Reappointments**

None

**IX. PUBLIC COMMENT**

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

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



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

#### **X. ITEMS OF COMMUNITY INTEREST**

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

#### **XI. EXECUTIVE SESSION**

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

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

#### **XII. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION**

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

#### **XIII. ADJOURNMENT**

I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, January 4, 2024, of the governing body of the City of Crowley is a true and correct copy posted on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

\_\_\_\_\_  
Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

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

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



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

<b>PRESENTER:</b> Carol Konhauser City Secretary		<b>MEETING DATE:</b> January 4, 2024					
<b>DEPARTMENT:</b> Administration		<b>AGENDA ITEM:</b> V-1					
<b>SUBJECT:</b>		Discuss and consider approving the minutes from the regular meeting held December 7, 2023 and the Special Called meeting held on December 19, 2023.					
<b>COORDINATION:</b>	Finance		City Sec	cck	Comm Dev		PW
	Dept Directo		HR		Comm Services		Other:
	City Attorney		PD		FD		Other:

### **BACKGROUND:**

Consider approval of minutes as presented.

### **RECOMMENDATION:**

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

### **FINANCIAL INFORMATION:**

Approval of the minutes does not affect the budget.

### **ATTACHMENTS:**

1. Minutes

**MINUTES OF THE CITY COUNCIL WORK SESSION HELD DECEMBER 7, 2023.** The City Council of the City of Crowley, Texas met in Work Session on Thursday, December 7, 2023, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis  
Mayor Pro-Tem Johnny Shotwell, City Council Place 1  
Council Member Jerry Beck, City Council Place 2  
Council Member Jesse Johnson, City Council Place 3  
Council Member Matt Foster, Place 5

City staff included: Deputy City Mgr/Finance Director, Lori Watson  
Asst City Mgr/EDC Director, Jack Thompson  
City Attorney, Rob Allibon  
City Secretary, Carol Konhauser  
Planning and Comm Dev Director, Rachel Roberts

Absent: Council Member Jim Hirth, City Council Place 4  
Council Member Scott Gilbreath, City Council Place 6

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

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

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

- 1. 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 November 16, 2023.**

No discussion.

### **PUBLIC HEARING**

- 1. Hold a public hearing to discuss and consider approving Ordinance 12-2023-511, an ordinance re-adopting the City of Crowley's fees for building permits.**

No discussion

### **CITY BUSINESS**

- 1. Discuss and appoint an administrative official as Acting City Manager in the absence of the City Manager pursuant to the City of Crowley Home Rule Charter, Section 5.02.**

No discussion

- 2. Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for December 21, 2023.**

No discussion

- 3. Discuss and consider approving Resolution R12-2023-406, a resolution authorizing the City Manager to execute a release of a utility easement within the Tarrytown addition.**

No discussion

### **ADJOURNMENT**

As there was no further business to discuss, the work session was adjourned at 6:35 pm.

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

Present were Mayor Billy P. Davis  
Mayor Pro-Tem Johnny Shotwell, City Council Place 1  
Council Member Jerry Beck, City Council Place 2  
Council Member Jesse Johnson, City Council Place 3  
Council Member Matt Foster, Place 5

City staff included: Deputy City Mgr/Finance Director, Lori Watson  
Asst City Mgr/EDC Director, Jack Thompson  
City Attorney, Rob Allibon  
City Secretary, Carol Konhauser  
Planning and Comm Dev Director, Rachel Roberts

Absent: Council Member Jim Hirth, City Council Place 4  
Council Member Scott Gilbreath, City Council Place 6

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

Mayor Billy Davis called the Regular Session to order at 7:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

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

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

### **PRESENTATIONS/PROCLAMATIONS**

1. **None**

### **CONSENT AGENDA**

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

1. **Discuss and consider approving the minutes from the regular meeting held November 16, 2023.**

Council Member Jerry Beck made the motion to approve the Consent Agenda item(s), second by Council Member Jerry Beck; council voted unanimously to approve the motion as presented. Motion carried 5-0.

### **PUBLIC HEARING**

1. **Hold a public hearing to discuss and consider approving Ordinance 12-2023-511, an ordinance re-adopting the City of Crowley's fees for building permits.**

Council Member Jesse Johnson made the motion to approve Ordinance 12-2023-511; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 5-0.

### **CITY BUSINESS**

1. **Discuss and appoint an administrative official as Acting City Manager in the absence of the City Manager pursuant to the City of Crowley Home Rule Charter, Section 5.02.**

Council Member Jesse Johnson made the motion to appoint Deputy City Manager Lori Watson to act as City Manager in his absence; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 5-0.

**2. Discuss and consider canceling the Regular scheduled meeting of the Crowley City Council for December 21, 2023.**

Council Member Matt Foster made the motion to cancel the regular scheduled meeting of the City Council on December 21, 2023; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 5-0.

**3. Discuss and consider approving Resolution R12-2023-406, a resolution authorizing the City Manager to execute a release of a utility easement within the Tarrytown addition.**

Council Member Jesse Johnson made the motion to approve Resolution R12-2023-406 and authorize the City Manager to execute a release of utility easement for the Tarrytown addition; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 5-0.

**ADVISORY BOARDS AND COMMISSIONS**

*Reports/appointments or reappointments.*

1. Reports:  
None

2. Appointments/Reappointments:  
None.

**PUBLIC COMMENT**

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

Terri Horn, Chamber of Commerce Director, came forward to remind everyone of the quarter luncheon on Dec 14, 2023 at the 7th Adventist Church.

**ITEMS OF COMMUNITY INTEREST**

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

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:08 p.m.

ATTEST:

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Billy Davis, Mayor

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Carol C. Konhauser, City Secretary

## **MINUTES OF THE CITY COUNCIL SPECIAL CALLED SESSION HELD DECEMBER 19, 2023.**

The City Council of the City of Crowley, Texas met in a Special Called Session on Tuesday, December 19, 2023, at 3:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Pro-Tem Johnny Shotwell, City Council Place 1  
Council Member Jerry Beck, City Council Place 2  
Council Member Jesse Johnson, City Council Place 3  
Council Member Jim Hirth, City Council Place 4  
Council Member Matt Foster, Place 5  
Council Member Scott Gilbreath, City Council Place 6

City staff included: City Manager Robert Loftin  
Deputy City Mgr/Finance Director, Lori Watson  
Asst City Mgr/EDC Director, Jack Thompson  
Asst City Mgr/Comm Services Director/ Cristina Winner  
City Attorney, Rob Allibon  
City Secretary, Carol Konhauser  
Director of Projects & Utilities, Matt Elgin  
Planning and Comm Dev Director, Rachel Roberts

Absent: Mayor Billy P. Davis

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

Mayor Pro Tem Jim Hirth called the Special Session to order at 3:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

### **PUBLIC HEARING**

1. **None.**

### **CITY BUSINESS**

1. **Discuss and consider approving Ordinance 12-2023-512, an ordinance of the City of Crowley adopting a current map depicting the municipal boundaries and extraterritorial jurisdictions of the City.**

Council Member Jesse Johnson made the motion to approve Ordinance 12-2023-512; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

2. **Discuss and consider taking action to approve the Guaranteed Maximum Price Contract with Johnson Construction Services, Construction Manager at Risk (CMAR) for the renovation and construction of office space and public restrooms in the old Fire Station 1 garage bays.**

Council Member Jesse Johnson made the motion to approve Resolution R12-2023-406 and authorize the City Manager to execute a release of utility easement for the Tarrytown addition; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 5-0.

### **ADJOURNMENT**

As there was no further business, Mayor Billy Davis adjourned the meeting at 3:23 p.m.

ATTEST:

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Billy Davis, Mayor

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Carol C. Konhauser, City Secretary



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

<b>PRESENTER:</b> Pleasant Brooks Fire Chief		<b>MEETING DATE:</b> January 4, 2024						
<b>DEPARTMENT:</b> Fire		<b>AGENDA ITEM:</b> V-2						
<b>SUBJECT:</b>		Discuss and consider approval of the 2024-2025 annual contract for fire and ambulance services with Saint Francis Village and authorize the Mayor to execute said contract.						
<b>COORDINATION:</b>	Finance		City Sec	cck	Comm Dev		PW	
	Dept. Director		HR		Comm Services		Other:	CW
	City Attorney		PD		FD	PB	Other:	

### **BACKGROUND:**

No significant changes from the 2023-2024 contract. The 2024-2025 annual contract with Saint Francis Village for fire and ambulance services, providing fire protection to real and personal property and emergency medical services (EMS) located within the boundaries of the Saint Francis Village. Service dates are from March 1, 2024-February 28, 2025.

### **RECOMMENDATION:**

Staff respectfully recommends the approval of this contract.

### **FINANCIAL INFORMATION:**

Saint Francis Village agrees to pay a total sum of \$22,500.00 during this contract year by making equal monthly payments of \$1,875.00 to the City.

For EMS services provided by the City under the Tarrant County Emergency Service District #1 Agreement, the County agrees to pay the City an amount based upon the City's proportionate per run share.

This amount is determined by dividing the sum of \$2,000,000 (the amount anticipated as being available for these payments) by the total points per service run, as established by the 1998-1999 Rules and Regulations adopted by the district.

Tarrant County disperses these payments during February, May, August and November of 2024.

### **ATTACHMENTS:**

Saint Francis Village 2024-2025 contract

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

## **CONTRACT**

### **INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND AMBULANCE SERVICES**

This agreement is entered into by and between the City of Crowley ("CROWLEY") and Saint Francis Village ("VILLAGE"), both being located within Tarrant County, Texas, executing and delivering this Agreement as hereafter provided ("the Parties"): Pursuant to the interlocal Cooperation Act, Chapter 791, Texas Government Code:

**WHEREAS**, VILLAGE is a rural property owner and retirement community located outside the corporate limits of CROWLEY; and,

**WHEREAS**, CROWLEY has a paid personnel fire department which furnishes fire protection services and equipped ambulance services; and,

**WHEREAS**, the Parties desire to enter into this Agreement to provide fire protection services and emergency ambulance services to the VILLAGE; and,

**WHEREAS**, each Party is authorized to perform the services contemplated for it herein;

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions set forth below, the Parties do hereby agree as follows:

#### **Section 1.**

The Parties hereto execute this Agreement for the purpose of providing fire protection services and emergency ambulance services to VILLAGE, as the need arises.

VILLAGE agrees that due to its distance from CROWLEY, the response time on any calls will be at least 15 to 20 minutes. CROWLEY makes no warranty or representation as to the adequacies, effectiveness, or response time of its services under this Agreement. Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel are requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by CROWLEY's Fire Chief or Designee.

**Due to limited staffing, CROWLEY will not provide non-emergency ambulance services. CROWLEY will only respond to calls that require emergency transport to a hospital emergency room. Lift assists are not considered an emergency and must be handled by VILLAGE staff. CROWLEY reserves the ability to charge for services for non-emergency calls dispatched but not transported, by the VILLAGE or one of its residents or guests. On all non-emergency calls generated by the VILLAGE staff, a fee of \$300.00 will be invoiced to the VILLAGE for each non-emergency lift assist. The generated invoice shall be paid in addition to the contracted amount listed below in Section 6.**



## **Section 2.**

The Parties warrant and assure each other that they possess adequate legal authority to enter into this Agreement. VILLAGE warrants and assures CROWLEY that its governing body desires emergency assistance, that a state of civil emergency exists in VILLAGE that requires assistance from CROWLEY, that each Party's governing body has authorized the signatory official(s) to enter into this Agreement and bind CROWLEY and VILLAGE to the terms of this Agreement and any subsequent amendments hereto.

## **Section 3.**

The Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

## **Section 4.**

The Interlocal Agreement and attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

## **Section 5.**

The period of this Interlocal Agreement shall be from March 1, 2024 to February 28, 2025. Thereafter, any further contract shall be negotiated between the parties.

## **Section 6.**

In consideration of an annual fee of \$11,250 (eleven thousand two hundred fifty dollars and no cents), paid by VILLAGE to CROWLEY, CROWLEY will provide fire protection service to the VILLAGE. In consideration of an annual fee of \$11,250 (eleven thousand two hundred fifty dollars and no cents), paid by the VILLAGE to CROWLEY, CROWLEY will provide emergency ambulance service to VILLAGE. The total fee for both fire protection services and emergency ambulance services is \$22,500 (twenty-two thousand five hundred dollars and no cents). Payment may be made at a rate of \$1875 (one thousand eight hundred seventy five dollars and no cents), per month.

The user fee compensation provided for ambulance services will not be affected by this contract. Ambulance user fees shall be charged to the user in accordance with the schedule of rates adopted by the City Council of CROWLEY. VILLAGE will not seek reimbursement or credit against funds received from individual ambulance users.

VILLAGE acknowledges that CROWLEY maintains a contract with the Tarrant County Emergency Services District #1. The compensation provided for fire protection by CROWLEY to VILLAGE shall be governed by the Agreement herein and not by the Contract between the Tarrant County Emergency Services District #1 and CROWLEY. VILLAGE will not seek reimbursement or credit against funds received by CROWLEY from Tarrant County Emergency Services District #1.

## **Section 7.**

Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal and State law or regulations, are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

**Section 8.**

In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other terms, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 9.**

VILLAGE hereby waives all claims, and hereby releases, and agrees to indemnify and/or reimburse, defend and hold harmless CROWLEY, its fire department, including its ambulance service, officials, agents, officers, employees, and volunteers in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liabilities of every kind, including all expenses of litigation or settlement, including but not limited to court costs and attorneys fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of, any property, arising out of or occurring as a consequence of the performance of this Agreement whether such injuries, death, or damages are caused by CROWLEY's sole negligence or the joint negligence of CROWLEY and any other person or entity. It is the express intention of the parties hereto, that the indemnity provided for in this paragraph is indemnity by VILLAGE to indemnify and protect CROWLEY from the consequences of CROWLEY's own negligence, whether that negligence is sole or concurring cause of the injury, death, or damage. Furthermore, VILLAGE accepts responsibility for any loss or damage for which VILLAGE is responsible as determined and required by the Interlocal Cooperation Act, Sections 791.001, et. Seq. and specifically Section 791.006, Texas Government Code.

**Section 10.**

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims by individuals or entities not a party to this Agreement, arising in the exercise of governmental powers and functions.

**Section 11.**

Each Party to this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Tarrant County. The laws of the State of Texas hereunder, shall govern the validity of this Agreement and or any of its terms or provisions, as well as the rights and duties of the parties.

THIS INSTRUMENT, IN DUPLICATE ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

\_\_\_\_\_  
Billy Davis, Mayor  
City of Crowley

\_\_\_\_\_  
President/Director  
Saint Francis Village

ATTEST:

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



# City of Crowley, Texas Mayor and Council Agenda Report

<b>PRESENTER:</b> Rachel Roberts				<b>MEETING DATE:</b> Jan. 4, 2024				
<b>DEPARTMENT:</b> Community Development				<b>AGENDA ITEM:</b> VI-1				
<b>SUBJECT:</b>				Hold a public hearing to discuss and consider approving Ordinance 01-2024-514 for a specific use permit and accompanying site plan to allow a building taller than 45 feet in the “C-P” Civic-Public zoning district at 1005 W Main St, whose legal description is Crowley High School Addition Block 1 Lot 1, as requested by VLK Architects. <b>Case # SUP-2023-004.</b>				
<b>COORDINATION:</b>	Finance		City Sec		Comm Dev		PW	<b>MR, ME</b>
	Dept Director		HR		Comm Services		EDC:	
	City Attorney		PD		FD	<b>CS</b>	Admin:	<b>JT</b>

BACKGROUND AND OVERVIEW	
<b>Request</b>	Allow a building height over 45 feet
<b>Applicant</b>	VLK Architects for Crowley Independent School District
<b>Location</b>	1005 W Main St (Crowley High School)
<b>Surrounding Uses</b>	Predominantly single family residential, with some limited multi-family and commercial within 200 feet of the CISD high school & 9 <sup>th</sup> grade campus property
<b>Surrounding Zoning</b>	Primarily R-2 single family residential; a few properties zoned MF or GC to the north and west; properties to the south below the 9 <sup>th</sup> Grade Campus and across Bus. FM 1187 are zoned PD (Creekside) and R-4 single family
<b>Future Land Use Plan Designation</b>	Institutional / Community
<b>Staff Recommendation</b>	Approve
<b>Planning &amp; Zoning Commission Recommendation</b>	Approve

Crowley Independent School District is developing plans for a new high school to replace the building at 1005 W Main St. The regulations for this zoning district require a Specific Use Permit for any building taller than 45 feet. The purpose of this requirement is to allow the city to review compatibility of taller buildings with the surrounding areas on a case-by-case basis. The new building, which will be set farther back from the property lines than the existing school, has been designed with several sections taller than 45 feet (see attached site plan).

- At the northeast side of the building, the auditorium has a proposed height of 66 feet, with a fly loft with a height of 78 feet.
- On the northwest side of the building, the gym will have a height of 50 feet.
- The academics portion at the rear of the building will be 47 feet high.
- For comparison, the existing high school building is approximately 40-45 feet tall.

As you see on the site plan, the 66-foot-height portion of the auditorium will be approximately 300 feet from the east property line at its closest point, with the fly loft section having a distance of 330 feet. The gym will be approximately 290 feet from the nearest homes across Main St. The academics area, which is the section farthest south, will be approximately 280 feet from the east property line, around 700 feet from the closest neighborhood to the south, and also about 700 feet from the closest homes on Briar Cir. (and about 500 feet from the apartments on Eagle Dr).

As the architect finishes the design for the building, the exact distances between the building and the property lines may change; however, the architects have stated that when the building footprint is more fully developed, the distance from the north and east property lines may increase but will not decrease. They are confident that the distances from the property lines shown on the site plan are the closest the buildings will come to the north and east property lines.

## **STAFF REVIEW**

### *Conformity with the Comprehensive Land Use Plan*

The property is shown as **Institutional / Community** in the future land use plan. This category is for city-owned or school district-owned properties.

The request does not conflict with the comprehensive land use plan.

### *Compliance with the Zoning Code Requirements*

The proposed building height requires an SUP to be in compliance with the zoning code. In terms of the remaining zoning code requirements, the building will be required to comply with all other applicable zoning regulations.

### *Compatibility with Surrounding Areas*

Staff used the Shade Map website (<https://shademap.app>) to check when the surrounding homes typically have shadow coverage from the existing school and compared that to a five-story apartment building in Fort Worth to get an idea of how large a shadow a taller building would cast. With the proposed setbacks from the north and south property lines, staff do not expect the new building to have a greater effect on the neighborhood than the existing building.

In terms of other factors affecting compatibility, issues such as traffic congestion or noise are not in question here. The SUP is not for the school as a land use but simply for the building height. Staff consider the proposed new school to be compatible on that standpoint.

## **STAFF RECOMMENDATION:**

As mentioned above, the purpose of this SUP is to review the proposed building and site design in terms of whether the height will be compatible with the surrounding area. Due to the proposed placement of parking areas around the sides of the school, the new building would be farther away from homes than the current school. In the case of properties on the east side, the school will be significantly farther; the existing building is approximately 30-80 from the eastern property line (distances vary from north to south). Staff do not expect any adverse effects from the proposed building heights.

NOTE: The site plan provided is for showing the proposed location of the new building, building height, and distances from surrounding areas. It is not presented as a full site plan for approval – not all details are shown, since the only development issue in question is the building height (for example, trash pickup areas are not shown, nor are utility easements). The final site plan will be submitted when the

school district submits its application for a building permit. If the building location were to change significantly on the final site plan, staff would refer the applicant back to the Planning & Zoning Commission and City Council for a modified site plan/SUP approval so the Commission and Council could review the new location for compatibility.

In addition, this SUP covers the high school only. If any of the proposed athletic facilities or other buildings are proposed to be taller than 45 feet, the school district will need to request another specific use permit for those buildings.

### ***PLANNING & ZONING COMMISSION RECOMMENDATION***

The Planning & Zoning Commission considered this case during its meeting on December 11. About half a dozen residents attended the meeting, but none spoke at the public hearing. 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:** Based on the information presented, I make a motion to approve Ordinance No 01-2024-514

**Approve with conditions:** Based on the information presented, I make a motion to approve Ordinance No 01-2024-514 with the following condition(s) [**list condition(s)**].

**Deny:** Based on the information presented, I make a motion to deny Ordinance No 01-2024-514

**Postpone:** I make a motion to postpone Case # SUP-2023-004.

### **FINANCIAL INFORMATION:**




n/a

### **ATTACHMENTS:**

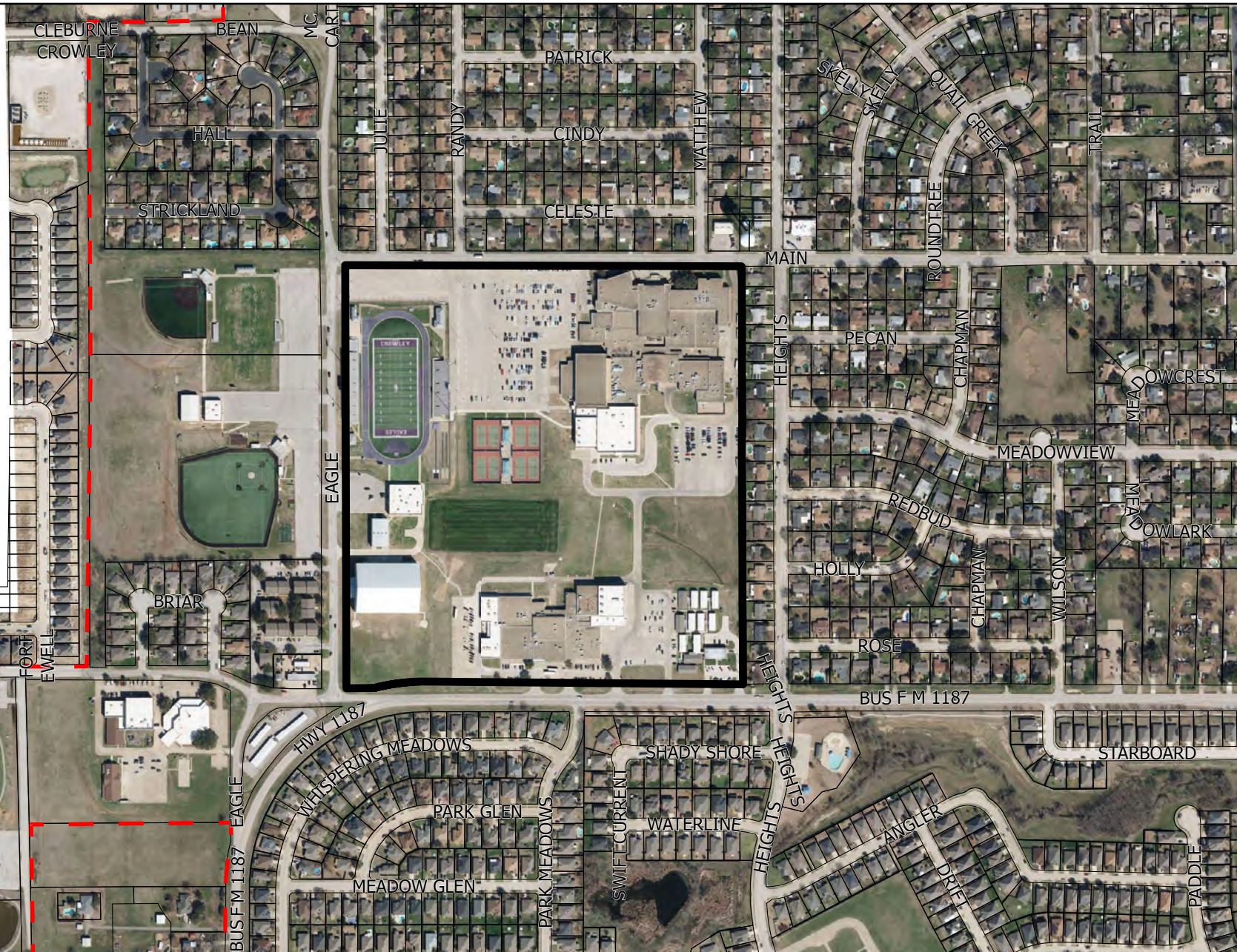
- Maps showing site, zoning classification, and future land use plan designation
- Application
- Site plan and concept sketch of the proposed new high school (note: the rendering is subject to change – the design of the new high school has not been finished)
- Ordinance approving the SUP
- Excerpt from zoning code showing criteria for granting a specific use permit



# Legend

-  Crowley City Limits
-  Property boundaries (from TAD)
-  SUP-2023-004 site

(area not shown;  
outside of city limits)



SUP-2023-004  
Aerial View

0 400 800 Feet



11/28/2023



## DISCLAIMER

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

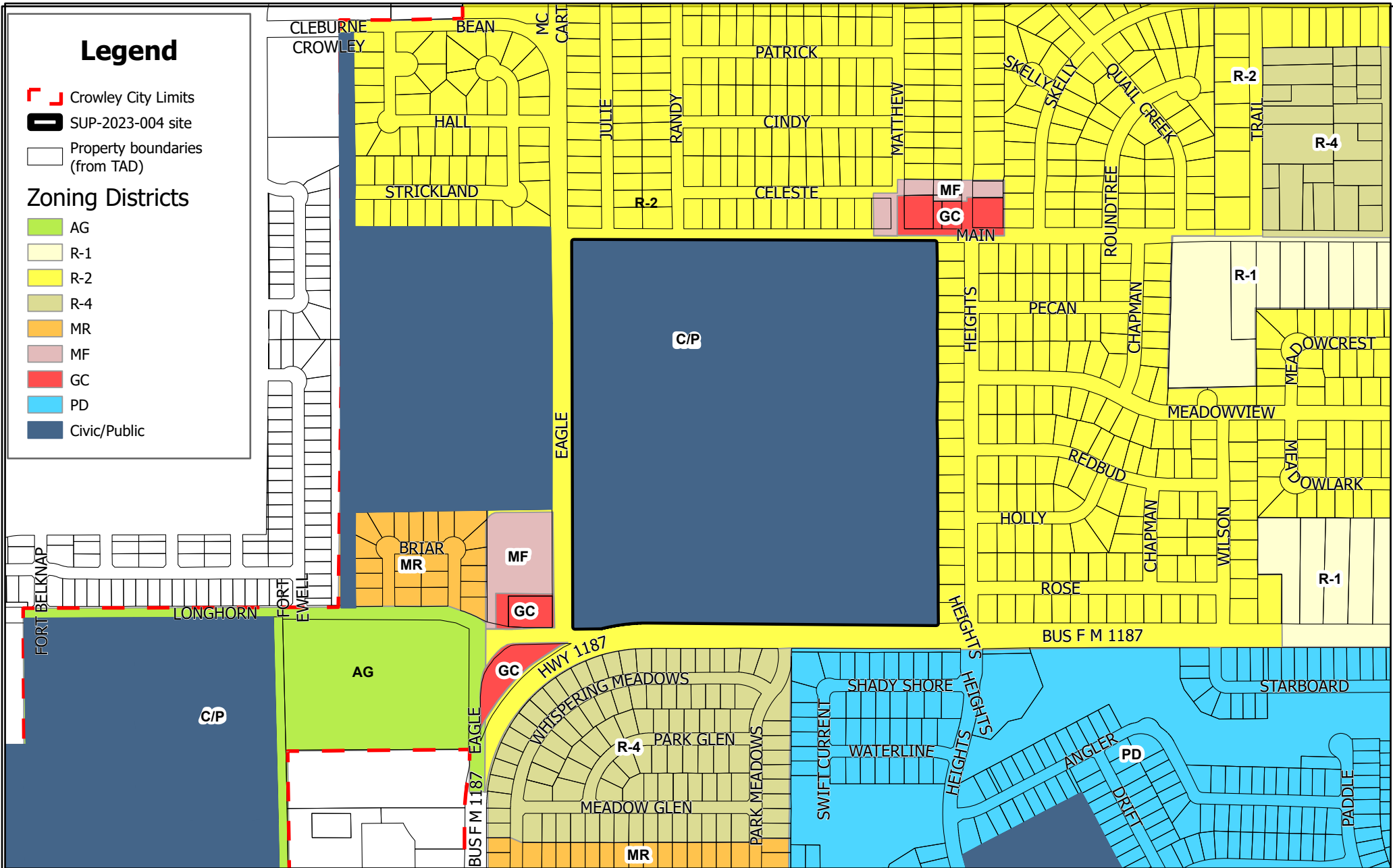


# Legend

- Crowley City Limits
- SUP-2023-004 site
- Property boundaries (from TAD)

## Zoning Districts

- AG
- R-1
- R-2
- R-4
- MR
- MF
- GC
- PD
- Civic/Public



SUP-2023-004  
Zoning

0 400 800 Feet



11/28/2023



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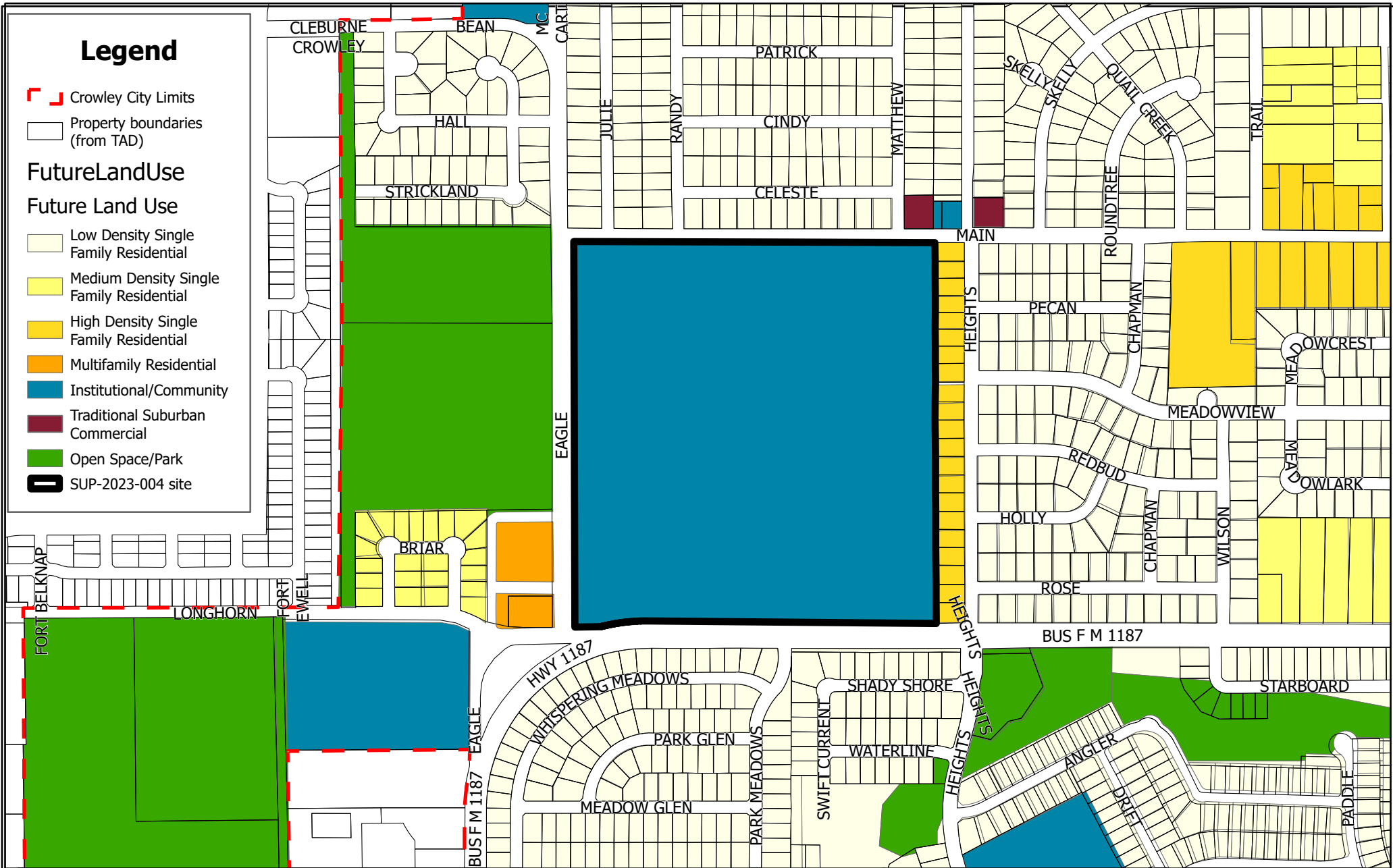
# Legend

- Crowley City Limits
- Property boundaries (from TAD)

## FutureLandUse

### Future Land Use

- Low Density Single Family Residential
- Medium Density Single Family Residential
- High Density Single Family Residential
- Multifamily Residential
- Institutional/Community
- Traditional Suburban Commercial
- Open Space/Park
- SUP-2023-004 site



11/28/2023

## SUP-2023-004 Future Land Use Plan

0 400 800 Feet



### DISCLAIMER

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Image showing approximate 40-45 building height of existing school, approximately 30 feet from east property line









*Image from Google Earth showing eastern property line*



**CITY OF CROWLEY**  
Specific Use Permit Application  
Community Development Department

Case # \_\_\_\_\_  
(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. Incomplete applications will not be processed.

**Property Information**

Project Name: Crowley High School Replacement  
Project Address: 1005 W Main St. Crowley, Texas 76036  
Project Description: The replacement of Crowley High School No. of Lots: \_\_\_\_\_  
Legal Description: Lot 1, Block 1 Gross Acreage: 54

**Applicant & Owner Information**

Applicant Name: Julio Leal Company: VLK Architects  
Applicant Address: 1320 Hemphill St., Suite 400 City: Fort Worth State: Texas  
ZIP Code: 76104 Telephone No: 817-633-9658 Email: \_\_\_\_\_

Application Status (check one) ☐ Owner ☒ Representative ☐ Tenant ☐ Prospective Buyer

*(If applicant is not property owner, please provide property owner information below)*

Property Owner: Crowley ISD  
Applicant Address: 10400 N. Crowley Rd. City: Crowley State: Texas  
ZIP Code: 76036 Telephone No: 817-297-5942 Email: \_\_\_\_\_

**Application Requirements for Specific Use Permits Requests**

- A certificate stating that all city and school taxes have been paid to date;
- A property description of the area where the specific use permit is proposed to apply;
- A site plan complying with the requirements stated in this section

**SITE PLAN**

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

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



## Specific Use Permit Application (cont.)

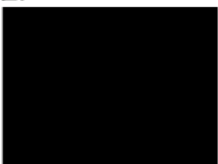
4. Existing drainageways and significant natural features, such as large trees, tree clusters, steep slopes, etc.;
5. Proposed landscaping and screening buffers;
6. Location and dimensions of all curblines, public and private streets, easements, parking and loading areas, pedestrian walkways, lighting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

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

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

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

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

SIGNATURE OF APPLICANT (SIGN AND PRINT OR TYPE YOUR NAME)	
PRINTED NAME: <u>Julio Leal</u>	
SIGNATURE: 	DATE: <u>11/02/2023</u>
SIGNATURE OF PROPERTY OWNER IF NOT APPLICANT:	
PRINTED NAME: <u>Randy Reaves</u>	
SIGNATURE <u>Randy Reaves</u>	DATE: <u>11/02/2023</u>
(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.	
<b>For Office Use Only</b>	
MyGov Project # _____	
Date Submitted: _____	
Total Fee: \$ _____	
Date of Payment: _____	
Accepted By: _____	



## SPECIFIC USE PERMIT

**Reference:** Crowley High School Replacement  
Crowley ISD

**Architect's  
Project No.:** 23-054.00

**Application Date:** Tuesday, November 02, 2023

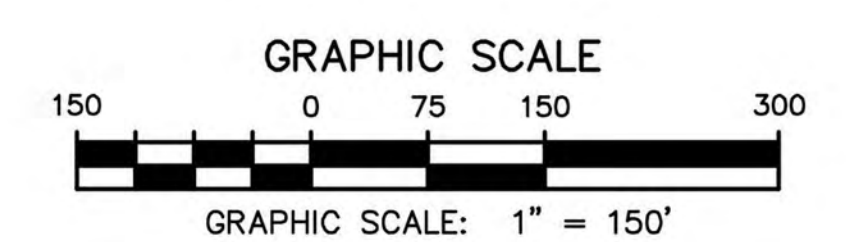
### **Property Description:**

The specific use permit is being requested for Crowley High School, located on 1005 W. Main St. in Crowley, Texas. The existing high school will be replaced on the same site for a Fall 2027 opening. A specific use permit is requested for proposed heights for certain buildings due to program functionality requirements. The buildings requiring this permit exceed the maximum 45-foot height, zoning code requirement. The attached exhibit explains the proposed site layout of the campus and which buildings exceed the maximum height.





## Specific Use permit for Crowley High School



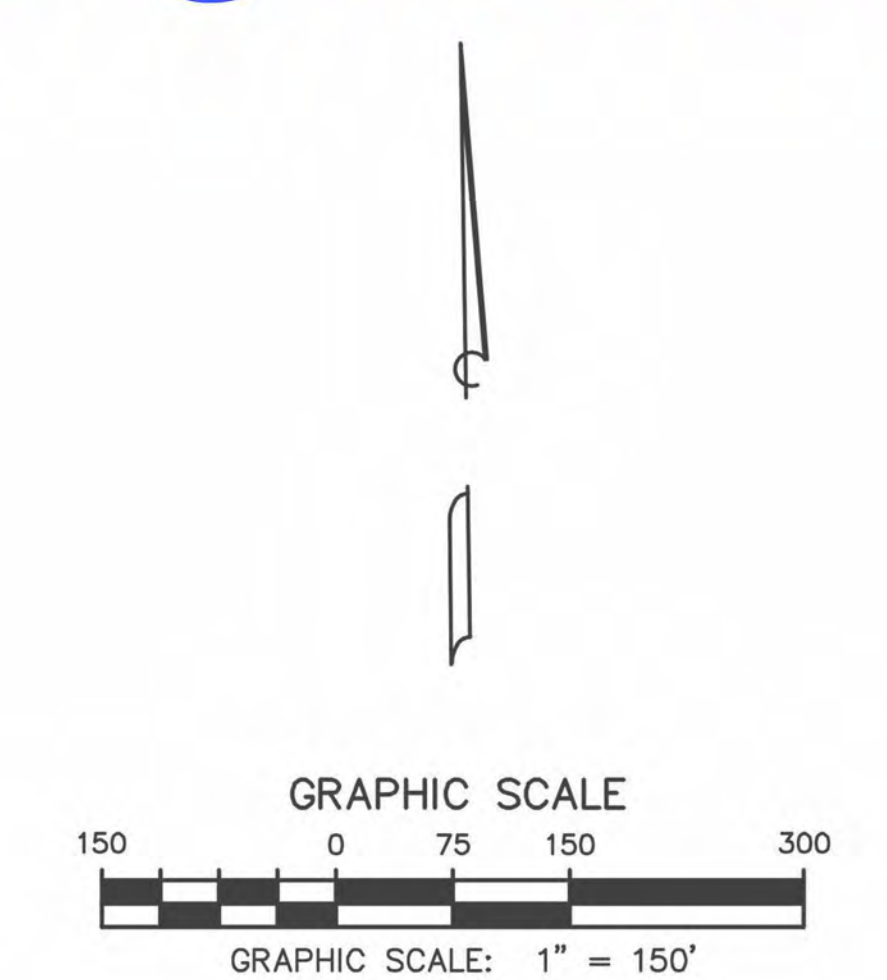
NOVEMBER 2, 2023





SITE PLAN NOTES:  
 1. EXISTING BUILDING  
 a. THE EXISTING AUDITORIUM IS APPROX. 40 FEET FROM THE NORTH PROPERTY LINE.  
 b. THE EXISTING BUILDING IS APPROX. 30 FEET FROM THE EAST PROPERTY LINE.

# Specific Use permit for Crowley High School



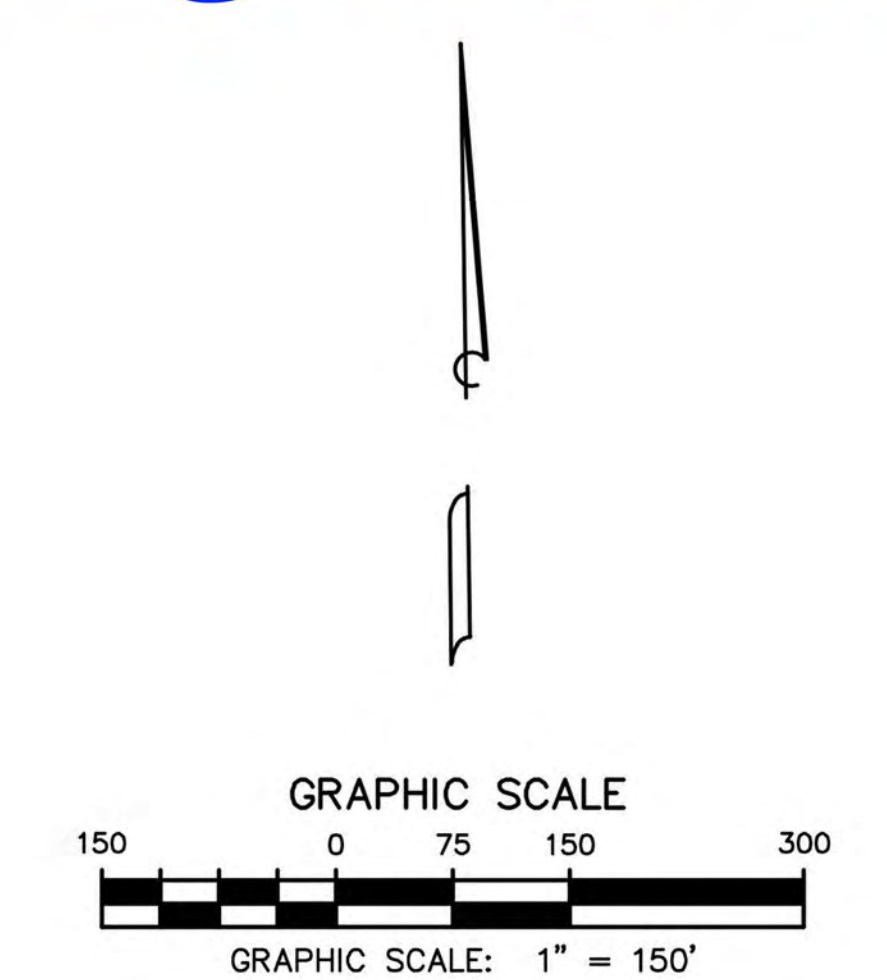
NOVEMBER 2, 2023





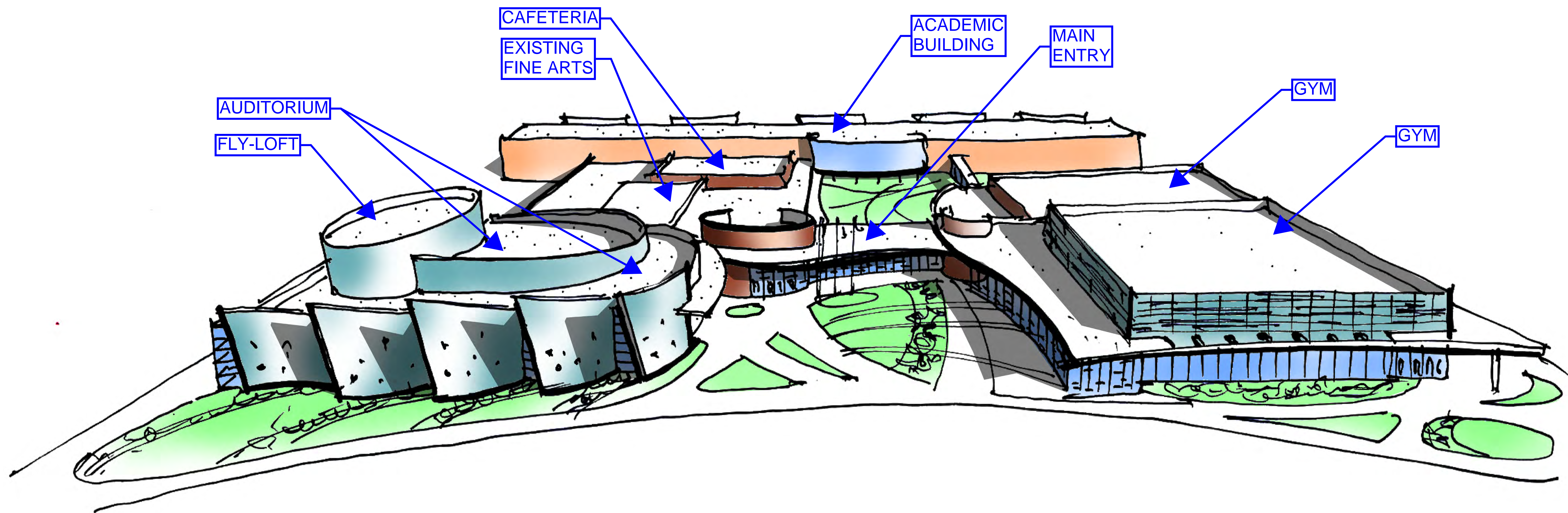
- SITE PLAN NOTES:
1. BUILDING LOCATION
    - a. THE AUDITORIUM FLY LOFT WILL BE OVER 330 FEET SET BACK FROM THE EAST PROPERTY LINE.
    - b. THE AUDITORIUM BUILDING WILL BE APPROX. 300 FEET SET BACK FROM THE EAST PROPERTY LINE.
    - b. THE ACADEMICS BUILDING WILL BE OVER 280 FEET SET BACK FROM THE EAST PROPERTY LINE.
    - c. THE GYM BUILDING WILL BE OVER 290 FEET SET BACK FROM THE NORTH PROPERTY LINE.
  2. BUILDING HEIGHTS
    - a. THE AUDITORIUM FLY LOFT WILL BE AT A HEIGHT OF 78'-0" ABOVE THE BUILDING'S FIRST LEVEL.
    - b. THE AUDITORIUM BUILDING WILL BE AT A HEIGHT OF 66'-0" ABOVE THE BUILDING'S FIRST LEVEL.
    - c. THE ACADEMICS BUILDING WILL BE A THREE-STORY BUILDING AT A HEIGHT OF 47'-0" ABOVE THE BUILDING'S FIRST LEVEL.
    - d. THE GYM BUILDING WILL BE AT A HEIGHT OF 50'-0"
  3. LIGHTING
    - a. WALL PACKS WILL BE MOUNTED ON THE BUILDING EXTERIOR AT 10'-0" ABOVE FINISH GRADE. THESE LIGHTS WILL NOT IMPACT THE ADJACENT PROPERTIES.
  4. LANDSCAPING
    - a. THE SITE WILL GET ALL NEW LANDSCAPING.
    - b. BERMS WILL BE PLACED AROUND THE PERIMETER OF THE SITE TO AID IN BLOCKING PARKING LOTS FROM STREET VIEWS.
    - c. TREES WILL BE PLANTED AT VARIOUS LOCATIONS THAT FIT WITH THE OVERALL DESIGN.

## Specific Use permit for Crowley High School



NOVEMBER 2, 2023







**ORDINANCE NO. 01-2024-514**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CROWLEY, TEXAS, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW A NEW HIGH SCHOOL BUILDING WITH A HEIGHT GREATER THAN 45 FEET AT 1005 W MAIN ST, CROWLEY HIGH SCHOOL ADDITION BLOCK 1 LOT 1 IN THE CITY OF CROWLEY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the regulations for the 'C-P' Civic-Public zoning district require a specific use permit for any building taller than 45 feet in height; and

**WHEREAS**, the Crowley Independent School District (CISD) desires to build a new high school, portions of which will be taller than 45 feet, on its property at 1005 W Main St, also known as Crowley High School Addition Block 1 Lot 1, and its representative, VLK Architects, has made an application for a Specific Use Permit for the new high school building; and

**WHEREAS**, the Planning and Zoning Commission of the City of Crowley, Texas held a public hearing on December 11, 2023, and the City Council of the City of Crowley, Texas, held a public hearing on January 4, 2024, with respect to the Specific Use Permit described herein; and

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

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

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

## **SECTION 1.**

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by granting a Specific Use Permit to VLK Architects/Crowley Independent School District to allow a new high school building with a height greater than 45 feet as shown on the site plan attached to this ordinance as Exhibit as 'A' on the property located at 1005 W Main St, Crowley High School Addition, Block 1 Lot 1.

## **SECTION 2.**

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

## **SECTION 3.**

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

## **SECTION 4.**

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

## **SECTION 5.**

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

## **SECTION 6.**

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

## **SECTION 7.**

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

## **SECTION 8.**

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

## **SECTION 9.**

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

**PASSED AND APPROVED ON THIS 4<sup>TH</sup> DAY OF JANUARY, 2024.**

**CITY OF CROWLEY**

---

Billy P. Davis, Mayor

ATTEST:

---

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

---

Rob Allibon, City Attorney

Exhibit 'A'  
Site Plan

1. BUILDING LOCATION
  - a. THE AUDITORIUM FLY LOFT WILL BE OVER 330 FEET SET BACK FROM THE EAST PROPERTY LINE
  - b. THE AUDITORIUM BUILDING WILL BE APPROX. 300 FEET SET BACK FROM THE EAST PROPERTY LINE
  - c. THE ACADEMICS BUILDING WILL BE OVER 280 FEET SET BACK FROM THE EAST PROPERTY LINE
2. THE GYM BUILDING WILL BE OVER 290 FEET SET BACK FROM THE NORTH PROPERTY LINE.
3. BUILDING HEIGHTS
  - a. THE AUDITORIUM FLY LOFT WILL BE AT A HEIGHT OF 78'-0" ABOVE THE BUILDING'S FIRST LEVEL
  - b. THE AUDITORIUM BUILDING WILL BE AT A HEIGHT OF 66'-0" ABOVE THE BUILDING'S FIRST LEVEL
  - c. THE ACADEMICS BUILDING WILL BE AT A THREE-STORY BUILDING AT A HEIGHT OF 47'-0" ABOVE THE BUILDING'S FIRST LEVEL
  - d. THE GYM BUILDING WILL BE AT A HEIGHT OF 50'-0"
3. CHIMNEYS
  - a. WALL PACKS WILL BE MOUNTED ON THE BUILDING EXTERIOR AT 10'-0" ABOVE FINISH GRADE. THESE LIGHTS WILL NOT IMPACT THE ADJACENT PROPERTIES.
4. LANDSCAPING
  - a. THE SITE WILL GET ALL NEW LANDSCAPING.
  - b. BERMS WILL BE PLACED AROUND THE PERIMETER OF THE SITE TO AID IN BLOCKING OFF THE SITE FROM ADJACENT PROPERTIES.
  - c. TREES WILL BE PLANTED AT VARIOUS LOCATIONS THAT FIT WITH THE OVERALL DESIGN.



*Excerpt from Ch. 106 zoning ordinance*

A. SPECIFIC USE PERMIT (SUP) PROCEDURES

...

(4) Review and Approval Criteria: In addition to the general criteria in Section 106.33(H), the Planning and Zoning Commission and City Council shall base their decision on their findings of the extent to which the proposed use:

- a. Meets the purpose of the zoning district in which it will be located and all the criteria and regulations specified for such use in that zoning district, including but not limited to height, setbacks, and lot coverage;
- b. Complements or is compatible with the surrounding uses, character, and community facilities;
- c. Adequately mitigates traffic impacts;
- d. Contributes to, enhances, and promotes the welfare of the area and adjacent properties;
- e. Is in scale with the existing neighborhood or will be in scale with the neighborhood as it develops in the immediate future;
- f. Mitigates any adverse impacts due to access, parking, service areas, and traffic on adjoining properties and the street network in an adequate manner; and
- g. An ordinance approving an SUP may impose development standards and safeguards over and above those contained in the corresponding zoning district regulations. The City Council may, in the interest of the public welfare and to ensure compliance with this Chapter, establish reasonable conditions on the operation, location, arrangement, type, character, and manner of construction of any use for which an SUP is authorized. Consideration is given based on the existing and planned conditions and location with regard to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.

...





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

<b>PRESENTER:</b> Kit Long Police Chief		<b>MEETING DATE:</b> January 4, 2024					
<b>DEPARTMENT:</b> Police Department		<b>AGENDA ITEM:</b> VII-1					
<b>SUBJECT:</b>		Discuss and consider approving Ordinance 01-2024-513 an ordinance amending Chapter 90 "Vehicles for Hire," Article II "Towing Services", by repealing and replacing with a new Article II "Towing and Wrecker Services" and amending Appendix A, Schedule of Rates, Fees and Charges for permit licensing and inspections; and authorizing the city manager to execute an agreement with JDB Towing, LLC. Beard's Towing to provide wrecker services for the city.					
<b>COORDINATION:</b>	Finance		City Sec	cck	Comm Dev		PW
	Dept Directo		HR		Comm Services		Other:
	City Attorney		PD	KL	FD		Other:

### **BACKGROUND:**

Towing services are crucial in ensuring compliance with parking regulations and maintaining order in the city. They are responsible for removing vehicles parked illegally, obstructing traffic, abandoned, or causing any other violations detrimental to public safety. Currently, the police department utilizes a rotational system with two companies, each offering different services. To streamline operations and meet all our requirements, the police department requests the utilization of JDB Towing LLC, known as Beards Towing.

Specific advantages and benefits of utilizing JDB Towing LLC (Beards Towing) for towing services are their location to Crowley, all-weather indoor bays with video monitoring for crime scene processing, accessible software for law enforcement investigations, Hazmat response and clean-up capabilities, commitment to community involvement and customer service, as well as enhanced support for law enforcement activities.

### **RECOMMENDATION:**

Staff recommends approval.

### **FINANCIAL INFORMATION:**

Update Appendix A, Schedule of Rates, Fees and Charges to assess permit licensing and inspection fees as authorized by Chapter 2308 of the Texas Occupation Code to assess \$15 per wrecker/operator permit license and a \$15 fee per wrecker inspection.

### **ATTACHMENTS:**

1. Current Chapter 90 Ordinance
2. Ordinance 01-2024-513
3. Wrecker Agreement with JBD Towing LLC

## Chapter 90 VEHICLES FOR HIRE

### ARTICLE I. IN GENERAL

**Secs. 90-1—90-18. Reserved.**

### ARTICLE II. TOWING SERVICES<sup>1</sup>

#### DIVISION 1. GENERALLY

##### **Sec. 90-19. 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:

*Abandoned vehicle* has the meaning assigned in V.T.C.A., Transportation Code ch. 683.

*Accident* means any occurrence which renders a vehicle wrecked or disabled.

*Consent tow.*

- (1) The term "consent tow" means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle.
- (2) The term "consent tow" does not include an incident management tow or private property tow.

*Disabled vehicle* means a vehicle that is inoperable or that cannot be safely operated as a result of mechanical failure or being wrecked.

*Incident management tow* means any tow of a vehicle in which the tow truck is summoned because of a traffic accident or to an incident.

*Junked vehicle* has the meaning assigned in V.T.C.A., Transportation Code ch. 683.

*Motor vehicle* means every vehicle that is self-propelled.

*Nonconsent tow* means any tow of a vehicle that is not a consent tow including:

- (1) An incident management tow; and
- (2) A private property tow.

*Owner* means any person who holds legal title to a vehicle or who has the legal possession or control of a vehicle.

*Private property tow* means any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

---

<sup>1</sup>State law reference(s)—Towing vehicles, V.T.C.A., Occupations Code § 2308.001 et seq.

---

*Resident tow truck company* means a tow truck company located within the city limits.

*Rotation* means the alternating process by which tow trucks licensed under this article are dispatched to nonconsent tows.

*Storage facility* and *vehicle storage facility* have the meaning assigned in V.T.C.A., Transportation Code § 683.001.

*Street* means any roadway, alley, avenue, lane, public place, square or highway within the corporate limits of the city.

*Tow truck.*

- (1) The term "tow truck" means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch or otherwise move another motor vehicle.
- (2) The term "tow truck" does not include:
  - a. A motor vehicle owned and operated by a governmental entity, including a public school district;
  - b. A motor vehicle towing:
    1. A race car;
    2. A motor vehicle for exhibition; or
    3. An antique motor vehicle;
  - c. A recreational vehicle towing another vehicle;
  - d. A motor vehicle used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;
  - e. A motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle; or
  - f. A motor vehicle that:
    1. Is owned or operated by an entity the primary business of which is the rental of motor vehicles; and
    2. Only tows vehicles rented by the entity.

*Tow truck business* means the business of removing wrecked or disabled vehicles on the streets, regardless of whether the purpose of the removal is to repair, wreck, store, trade or purchase such wrecked or disabled vehicles.

*Tow truck company* means any person engaged in the tow truck business.

*Tow truck rotation list* means the list of tow truck companies as provided for in this article.

*Towing company* means an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state.

*Vehicle* means every device in, upon, or by which any person or property is or may be transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks.

(Code 1999, § 90-31; Ord. No. 96-603, § 1(A), 8-15-1996)

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**Sec. 90-20. Penalty for violation of article.**

Any person violating any of the provisions of this article shall be deemed guilty of an offense and, upon conviction, shall be fined as provided in section 1-15.

(Code 1999, § 90-32; Ord. No. 96-603, § 2, 8-15-1996)

**Sec. 90-21. Pushing or towing by other vehicles.**

A disabled vehicle may be pushed or towed by another vehicle only when:

- (1) The removal of the disabled vehicle does not reasonably require the use of a tow truck in order to be pushed or towed;
- (2) The disabled vehicle may be pushed or towed by another vehicle in a safe manner; and
- (3) The removal is not otherwise prohibited by this article.

(Code 1999, § 90-33; Ord. No. 96-603, § 1(B), 8-15-1996)

**Sec. 90-22. Solicitation prohibited.**

No person may solicit in any manner, directly or indirectly, on the streets of the city, at or near the site of an accident within the city, any business regarding disabled vehicles, regardless of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading or purchasing the disabled vehicle.

(Code 1999, § 90-34; Ord. No. 96-603, § 1(C), 8-15-1996)

**Sec. 90-23. Resident tow truck company.**

- (a) No resident person may engage in tows on the streets of the city unless a license to engage in tows has been issued to the owner of the towing company.
- (b) No resident person may operate a tow truck on the streets of the city unless an inspection certificate for the tow truck has been issued.

(Code 1999, § 90-35; Ord. No. 96-603, § 1(D), 8-15-1996)

**Sec. 90-24. Nonresident tow truck company.**

- (a) No nonresident tow truck company may engage in nonconsent tows on the streets of the city unless a license to engage in such tows has been issued to the owner of the towing company.
- (b) No nonresident tow truck company may engage in nonconsent tows on the streets of the city unless an inspection certificate for the tow truck has been issued.
- (c) The provisions of this section do not prohibit the transportation by a nonresident towing company of a disabled vehicle:
  - (1) From some point in the city to some point outside the city;
  - (2) From some point outside the city to a destination inside; or
  - (3) From some point outside the city and through the city to some point outside the city.

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(Code 1999, § 90-36; Ord. No. 96-603, § 1(E), 8-15-1996)

State law reference(s)—Authority to require registration of nonresident tow trucks performing nonconsent tows in the city, V.T.C.A., Occupations Code § 2308.201.

### **Sec. 90-25. Tow truck rotation list; qualifications and procedures.**

- (a) Tow truck companies will be placed on the tow truck rotation list for nonconsent tows if:
  - (1) A tow truck owned or operated by the tow truck company has been issued a license and inspection certificate under this article; and
  - (2) The tow truck company is accessible 24 hours per day.
- (b) Tow truck companies will be placed on the rotation list in the order in which the companies are approved for the rotation list.
- (c) Tow truck companies on the rotation list will be utilized in alternating, successive order.

(Code 1999, § 90-37; Ord. No. 96-603, § 1(G), 8-15-1996)

### **Sec. 90-26. Forms, procedures and receipt.**

- (a) The chief of police shall prepare any form and procedure necessary to implement this article. These forms and the procedures will be mandatory and may be enforced as though they appeared in full in this article and shall be enforced under the provisions of this article.
- (b) The police department shall complete and deliver to the operator of the tow truck at the time of a nonconsent tow a copy of a vehicle impound sheet. The operator of the tow truck shall acknowledge receipt of and responsibility for the vehicle by signing the vehicle impound sheet. A copy of the vehicle impound sheet shall be delivered to the owner of the vehicle.

(Code 1999, § 90-38; Ord. No. 96-603, § 1(H), 8-15-1996)

### **Sec. 90-27. Debris to be cleared.**

The tow truck operator shall completely remove from the street before leaving the site of the tow all wreckage or debris, except cargo, resulting from the vehicle becoming disabled, regardless if the tow is consent or nonconsent.

(Code 1999, § 90-39; Ord. No. 96-603, § 1(I), 8-15-1996)

### **Sec. 90-28. Weekly reports.**

- (a) Each licensed tow truck company and every repair business that had in its custody at any time between Monday, 9:00 a.m., of one week and Monday, 9:00 a.m., of the following week a vehicle removed from the city as result of a nonconsent tow is required to prepare a written list of such vehicles and furnish a copy of the list to the police department on or before 5:00 p.m. of Monday of each week.
- (b) The list shall contain:
  - (1) A description of each vehicle by make, model and license number;
  - (2) The owner's name, the time and date of receiving the vehicle; and

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- (3) The disposition of the vehicle if the vehicle is no longer in the custody of the towing company or repair business. The disposition must include:
- a. The date and time the vehicle was released; and
  - b. To whom the vehicle was delivered.

(Code 1999, § 90-40; Ord. No. 96-603, § 1(J), 8-15-1996)

#### **Sec. 90-29. Tow truck response time limit required.**

A tow truck company called from the rotation list according to the provisions in this article must respond a tow truck to the site requested by the police department within 30 minutes.

(Code 1999, § 90-41; Ord. No. 96-603, § 1(L), 8-15-1996)

#### **Sec. 90-30. Report of abandoned vehicle in storage facility to the law enforcement agency.**

A storage facility that stores a nonconsent tow vehicle for the city shall make the notifications required by V.T.C.A., Transportation Code ch. 683, when the nonconsent tow vehicle becomes abandoned in the storage facility.

(Code 1999, § 90-42; Ord. No. 96-603, § 1(M), 8-15-1996)

#### **Sec. 90-31. Offenses.**

- (a) A person commits an offense if the person:
- (1) Operates a tow truck in violation of this article;
  - (2) Pushes or pulls a vehicle in violation of this article;
  - (3) Fails to make notifications required by this article;
  - (4) Fails to remove wreckage or debris from the street as required by this article.
- (b) A person who violates a provision of this article is guilty of an offense and is punishable by a fine as outlined in section 1-15.

(Code 1999, § 90-43; Ord. No. 96-603, § 1(N), 8-15-1996)

#### **Secs. 90-32—90-50. Reserved.**

### *DIVISION 2. LICENSE*

#### **Sec. 90-51. Required along with inspection certificate.**

- (a) *Application.* A person desiring to engage in nonconsent tows in the city shall make application in writing to the chief of police for a license to engage in nonconsent tows and for an inspection certificate for each tow truck proposed to be operated for nonconsent tows. Such application shall contain, at a minimum, the:
- (1) Name, address and telephone number of the tow truck company;

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- (2) Number and types of tow trucks to be operated;
  - (3) True owner of the company; and
  - (4) Proposed fees and charges to be made for various services.
- (b) *Fee.* Every application when filed shall be sworn to by the applicant and shall be accompanied by payment of a fee in the amount prescribed by the fee schedule listed in appendix A to this Code. No fee payments will be returned.
- (c) *Conditions for issuance.* No license and no inspection certificate authorizing the operation of a tow truck on the streets of the city for nonconsent tows shall be issued under this article:
- (1) Unless every tow truck proposed to be used by the applicant complies with the rules promulgated by the state department of transportation, motor carrier division, regulating tow trucks and tow truck storage facilities, including equipment, vehicle markings and insurance.
  - (2) Unless the applicant submits proof of insurance coverage for each tow truck to be licensed and inspected. Each policy shall contain an endorsement providing for ten days' notice to the city in the event of any material change or cancellation of each policy.
  - (3) Unless all delinquent taxes due the city by the tow truck company are paid in full.
  - (4) If the applicant has been convicted of or is currently under indictment for a felony or other offense involving moral turpitude.
- (d) *Hold harmless agreement required.* In order to obtain a permit from the city, the applicant shall be required to execute a hold harmless agreement for all actions arising out of or incident to the operation of the tow truck for nonconsent tows.
- (e) *Display on windshield.* A license or inspection certificate issued under this article shall be affixed securely to the inside of the windshield of the tow truck and displayed at all times during the license or inspection period.
- (f) *Expiration date.* A license or inspection certificate issued under this article expires at midnight on December 31 of the year the license or inspection certificate is issued.

(Code 1999, § 90-76; Ord. No. 96-603, § 1(F), 8-15-1996)

## **Sec. 90-52. Revocation or suspension.**

- (a) After an administrative hearing, the chief of police may revoke or suspend the license of any licensee:
  - (1) If the license was procured by fraudulent conduct or by false statement of a material fact;
  - (2) If the applicant did not disclose a material fact about the applicant at the time of making the application; or
  - (3) The licensee violates any provision of this article.
- (b) Suspension or revocation of a license shall terminate all authority and privileges granted under this article for the duration of the suspension or revocation.
- (c) A person whose license has been revoked shall not be eligible for reapplication for a license for a period of one year from the date of the revocation.
- (d) A person whose license has been suspended or revoked by the chief of police may file an appeal to the city manager within ten days of the date of the suspension or revocation. The city manager may reverse, vacate

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or modify the suspension or revocation. The city manager's decision may be appealed to the city council within ten days of the city manager's decision.

(Code 1999, § 90-77; Ord. No. 96-603, § 1(K), 8-15-1996)



**ORDINANCE NO. 01-2024-513**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING CHAPTER 90 "VEHICLES FOR HIRE," BY REPEALING AND DELETING ARTICLE II "TOWING SERVICES," IN ITS ENTIRETY, AND REPLACING WITH A NEW ARTICLE II "TOWING AND WRECKER SERVICES"; AMENDING APPENDIX A, SCHEDULE OF RATES, FEES AND CHARGES, OF THE CODE OF ORDINANCES BY AMENDING SUB-SECTION (14) "WRECKER SERVICE LICENSE" BY ADDING INSPECTION FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Crowley, Texas, 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 it is in the public interest to exercise its authority to establish certain regulations governing tow truck services pursuant to Chapter 2303 Vehicle Storage Facilities and Chapter 2308 Vehicle Towing and Booting of the Texas Occupation Code; and

**WHEREAS**, the fee schedule of the City of Crowley, has been codified as Appendix A, Schedule of Rates, Fees, and Charges, of the Crowley Code of Ordinances; and

**WHEREAS**, Appendix A of the Code of Ordinances establishes various fees for City services associated with the administration, investigation, and implementation of ordinances and regulations applicable to the police department; and

**WHEREAS**, the City Council hereby finds and determines that the regulations and amendments set forth herein are in the best interest of the public and are in furtherance of the public health, safety, and general welfare

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

**SECTION 1.**

Chapter 90 "Vehicles for hire," by repealing and deleting Article II "Towing Services," of the Code of Ordinances of the City of Crowley, Texas, is hereby repealed and replaced as follows:

**Chapter 90 VEHICLES FOR HIRE**

Secs. 90-1—90-18. Reserved.

**ARTICLE II. TOWING AND WRECKER SERVICES**

## **Sec. 90-19. 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:

*Accident or collision* means any occurrence which renders a vehicle wrecked or disabled.

*Certificate holder* shall mean any person possessing a current, valid certificate of registration to engage in the wrecker business in the City of Crowley.

*Certificate of Registration* means a license issued by the City of Crowley to a towing company to perform nonconsent tows.

*Consent tow* means any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a vehicle initiated by a peace officer or a private property tow.

*Disabled vehicle* means a vehicle that has been rendered unsafe to be driven as the result of some occurrence, including, but not limited to mechanical failure or breakdown, fire or vandalism, or a motor vehicle that is in a safe driving condition but whose owner or operator is not present, able or permitted to drive so as to reasonably necessitate that the vehicle be removed by a wrecker.

*Incident management tow* means any tow of a vehicle in which the tow truck is summoned because of a traffic accident or to an incident.

*Inspection certificate* shall mean written authorization granted by the Chief of Police, under the provisions of this article and affixed to a tow truck used by a wrecker company, indicating that the tow truck has passed the required inspection.

*Motor vehicle* means every vehicle that is self-propelled.

*Nonconsent tow* means the towing of a vehicle without the prearranged knowledge and consent of the owner or operator of the vehicle to include incident management and private property tows.

*Nonresident tow truck company* means a tow truck company located outside of the city limits.

*Owner* means any person who holds legal title to a vehicle or who has the legal possession or control of a vehicle.

*Parking facility* means public or private property used, wholly or partly, for restricted or paid vehicle parking.

*Police tow* means an incident management tow or tow of a vehicle such as an abandoned, stolen, or illegally parked vehicle, or a vehicle required to be towed in connection with a custodial arrest. A police tow is one initiated by a peace officer in connection with his/her duties.

*Private property tow* means any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

*Private property towing license* refers to a state-issued license required for a tow truck used to perform a nonconsent tow authorized by a parking facility owner. A tow truck permitted for this type of tow may also be used for consent towing, but not for incident management towing, in accordance with V.T.C.A., Texas Occupations Code §2308.104.

*Resident tow truck company* means a tow truck company located within the city limits.

*Storage facility* and *vehicle storage facility* have the meaning assigned in V.T.C.A., Occupations Code §2308.002.

*Street* means any roadway, alley, avenue, lane, public place, square or highway within the corporate limits of the city.

*Tow truck or wrecker* means a vehicle designed to be used primarily for removing wrecked or disabled vehicles which is equipped with a mechanical device used to tow, winch, or otherwise move a vehicle.

*Tow truck or wrecker business* means an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state.

*Tow truck or wrecker operator* means any person engaged in the business of using a wrecker to tow, winch or otherwise move a vehicle.

*Towing or wrecker service* means the towing, for a fee, of a motor vehicle from any location within the city; means the business of towing vehicles not belonging to the wrecker company on a public street within the incorporated limits of the City of Crowley for compensation, or with the expectation of compensation including, but not limited to, compensation for towing, storage, and repair. It does not include towing a vehicle to a point outside the city when the owner requests that it be towed to a point outside the city, except as otherwise provided in this article.

*Vehicle* means every device in, upon, or by which any person or property is or may be transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks.

## **Sec. 90-20. Compliance with State and Federal laws.**

- (a) Any person operating a tow truck and/or wrecker shall comply with all applicable state and federal laws. Failure to comply with applicable state and federal laws is a violation of this article.

## **Sec. 90-21. Qualifications.**

A wrecker company must meet the following requirements:

- (1) It has registered and received a certificate of registration and inspection certificate for each tow truck it owns or will use.
- (2) It owns, leases, or otherwise lawfully possesses and operates a storage facility located within or at a reasonable distance to the incorporated limits of the city where all motor vehicles it tows on behalf of the city shall be stored at all times and which (i) is enclosed by a permanent six-foot solid wood or steel chain link fence, and (ii) has a gate which is locked, when there is no attendant on duty or after normal business hours.
- (3) It maintains 24-hour wrecker service and a local telephone number which is answered 24 hours a day.
- (4) It is able to respond to any location in the city within 30 minutes of being notified by telephone. Tow trucks two and one-half tons or more in size must be able to respond within 45 minutes after notification.

- (5) It has someone available 24 hours a day to release any vehicle impounded within 30 minutes of a request by the Police Department.
- (6) It or the owner of the leased storage facility holds a license issued by the Texas Department of Transportation, pursuant to the Vehicle Storage Facility Act, Article 6687-9a, Revised Civil Statutes, as now enacted or as hereafter amended.
- (7) It is the holder of the required license(s) as prescribed in V.T.C.A., Occupations Code, Chapter 2308 Vehicle Towing and Booting.

**Sec. 90-22. Requirements to perform nonconsent tows.**

- (a) It shall be unlawful for a person to operate a tow truck that performs nonconsent tows in the city unless the person has a certificate of registration issued by the Chief of Police, except as provided in Section 90-22(c), below.
- (b) An applicant for a certificate of registration to perform nonconsent tows shall submit, on a form provided by the Chief of Police, a verified application containing or accompanied by the following:
  - (1) The true name, the trade name, principal business address and telephone number, that is answered 24 hours a day, of the wrecker company.
  - (2) The list of wreckers proposed to be operated by the wrecker company, including but not limited:
    - a. The make, model, size and model year;
    - b. The vehicle identification number;
    - c. The state license plate number;
    - d. The state tow truck license number;
    - e. A photocopy of the certificate of registration issued by the State; and
    - f. The name of the owner of the wrecker listed (the wrecker company affiliate), if different from the wrecker company.
  - (3) The name of the owner(s) of the wrecker company, partners or corporation officers.
  - (4) A certificate of public liability and property damage insurance, for each tow truck to be registered issued by a casualty company authorized to do business in the State of Texas, in the standard form approved by the City Attorney, containing a provision that at least ten days' prior notice of cancellation of said insurance shall be given to the Chief of Police, by the insurance company, and with the insured provision of such policy including the city as an additional insured and the coverage provision insuring members of the public from any loss or damage that may arise to any person or property by reason of the operation of a certificate holder's business and providing that the combined single limit liability insurance coverage amount for bodily injury to or death of an individual per occurrence, loss or damage to property shall be \$1,000,000.00 for wreckers.
  - (5) A certificate of on-hook cargo insurance to cover damage to a towed vehicle during hookup and/or towing in the minimum amount of \$500,000.00 per vehicle.

- (6) A certificate of statutory worker's compensation insurance and employers' liability covering all employees involved in providing wrecker services in an amount not less than \$500,000.00.
- (7) A certificate of Garage Keeper's Legal Liability on a direct basis insuring against all claims, demands, or action relating to any vehicle in the care, custody, or control of the wrecker company in the minimum amounts of:
  - a. Automobile: \$1,000,000.00
  - b. Garage: \$350,000.00
  - c. Aggregate: \$2,000,000.00
- (8) A copy of the tow companies license issued by the Texas Department of Licensing and Regulation, pursuant to V.T.C.A., Occupations Code, Chapter 2308 Vehicle Towing and Booting.
- (9) A copy of each tow operator license issued by the Texas Department of Licensing and Regulation, pursuant to V.T.C.A., Occupations Code, Chapter 2308 Vehicle Towing and Booting.
- (10) A copy of the vehicle storage facility license issued by the Texas Department of Licensing and Regulation, pursuant to V.T.C.A., Occupations Code, Chapter 2308 Vehicle Towing and Booting.
- (11) A copy of the motor carrier certificate of registration issued by the Texas Department of Transportation.
- (12) A fee in the amount prescribed by the fee schedule listed in appendix A to this Code. No fee payments will be returned.
- (13) In order to obtain a license from the city, the applicant shall be required to execute a hold harmless agreement for all actions arising out of or incident to the operation of the tow truck for nonconsent tows.
- (c) This article does not apply to nor prohibit a wrecker company which obtained all required licenses and registrations, and having a place of business outside the incorporated city limits, from making a consent tow within the city.

**Sec. 90-23. Executed agreement for services required.**

Applicants are required to execute an Agreement for Wrecker and Impound Services as prescribed and approved by the city attorney. The agreement shall, at a minimum:

- (1) Require the insurance mandated by V.T.C.A., Occupations Code, Chapter 2308 Vehicle Towing and Booting, as amended;
- (2) Include the indemnification requirements of the city;
- (3) Provide that the applicant will waive fees to include, but not limited to, evidentiary tows and storage, tows of police vehicles, and vehicles forfeited to the city in accordance with forfeiture laws.

**Sec. 90-24. Issuance of certificate of registration for nonconsent tows.**

- (a) The Chief of Police or authorized designee shall register a wrecker company and issue a certificate of registration which is determined to be in compliance with the requirements

under this article. However, the Chief of Police may deny an application for a certificate of registration, if the applicant:

- (1) Has had a registration revoked under Texas Transportation Code § 643.252, as now enacted or as hereafter amended;
  - (2) Operates a tow truck after the state registration has been revoked;
  - (3) Causes or allows the operation of a tow truck by an unlicensed driver on the public roadways;
  - (4) Operates a tow truck performing nonconsent tows without a certificate of registration on the public roadways;
  - (5) Submits false information on a registration application;
  - (6) Fails to maintain insurance required by State law for the operation of a wrecker company or its equipment; or
  - (7) Other legal grounds exist for denying such certificate of registration.
- (b) Each certificate of registration issued shall expire at midnight on December 31st of the calendar year of issuance, and will be renewable only upon compliance with the provisions of this article and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.
- (c) Each wrecker company which has received a certificate of registration under this article shall at all times carry a copy of its certificate of registration in each wrecker it operates.
- (d) Each wrecker company which has received a certificate of registration shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the Chief of Police. Failure to provide updated information, including, but not limited to, replacement or additions of tow trucks, drivers' license suspensions or revocations, change in insurance company, or expiration of storage facility license, shall be grounds for suspension or revocation of a certificate of registration.

#### **Sec. 90-25. Suspension and revocation of certificate of registration for nonconsent tows.**

The Chief of Police may suspend or revoke a certificate of registration issued under this article, or place a wrecker company on probation, if the wrecker company or any of its wreckers cease to be in compliance with State law or the requirements set out in this ordinance, or for any other lawful reason.

#### **Sec. 90-26. Inspection requirements.**

- (a) In order to receive an inspection certificate, each wrecker shall meet the following minimum requirements:
- (1) Shall display in a permanent manner the Texas Department of Licensing and Regulation license number for the tow truck; and the name, address, and 24-hour phone number of the holder of the certificate of registration, on both sides of each wrecker in letters not less than two inches in height;
  - (2) Shall be in a condition such that it can be safely and reliably used as a wrecker;
  - (3) Shall have a current cab card issued by the Texas Department of Licensing and Regulation;

- (3) Shall carry at all times the following standard equipment:
  - a. Wrecking bar;
  - b. Safety chains;
  - c. Fire extinguisher (A,B,C Type), 5lb minimum;
  - d. Towing lights;
  - e. Broom;
  - f. Axe;
  - g. Shovel;
  - h. Traffic control reflectors or flares;
  - i. Wheel dolly (except for slide bed tow trucks);
  - j. Debris container;
  - k. Two-way voice communication (mobile phone or radio).
- (4) Shall be equipped with overhead flashing lights capable of being seen from the front and rear at a minimum of 1,000 feet;
- (5) Light duty wrecker vehicles:
  - a. Towing capacity of at least 12,000 pounds;
  - b. Power or hand operated winch, boom or lifting device, with a rated capacity of not less than 8,000 pounds;
- (6) Medium duty wrecker vehicles:
  - a. Towing capacity of at least 36,000 pounds;
  - b. Power or hand operated winch, boom or lifting device, with a rated capacity of not less than 20,000 pounds;
- (7) Heavy duty wrecker vehicles:
  - a. Towing capacity that exceeds 50,000 pounds;
  - b. Capable of towing a tractor trailer or larger vehicle.
- (8) Any other information the Chief of Police may determine is necessary for the safe operation of a tow truck.
- (b) An inspection certificate shall be denied if the safety requirements provided for in this article are not met.

**Sec. 90-27. Inspection certificate.**

- (a) The Chief of Police or authorized designee shall issue an inspection certificate for a tow truck if in compliance with the requirements in this article. An inspection fee of \$15.00 is required and shall be charged for each tow truck inspected. The inspection fee is non-refundable and shall be paid whether or not the tow truck passes inspection. The Chief of Police may deny the issuance of an inspection certificate on the same grounds as provided for in Chapter 18 above.
- (b) Each inspection certificate issued shall expire at midnight on December 31st of the calendar year of issuance, and will be renewable only upon compliance with the provisions of this chapter and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.



- (c) Each tow truck which has received an inspection certificate under this article will keep the certificate or a copy of the certificate in each wrecker that is being operated by the wrecker service.
- (d) Each wrecker company which has received an inspection certificate for a tow truck shall be responsible for keeping the tow truck in compliance with the safety requirements provided for in this article, at all times. Failure to comply with the safety requirements provided for in this article, shall be grounds for suspension or revocation of an inspection sticker.

**Sec. 90-28. Inspection certificate suspension and revocation.**

The Chief of Police may suspend or revoke an inspection sticker issued under this article, or place a wrecker company on probation, if the wrecker company or any of its wreckers fail to comply with State law or the requirements set out in this article, or for any other lawful reason.

**Sec. 90-29. Regulations for towing and storage of motor vehicles and wrecker operations.**

- (a) *Impoundment.* It shall be the duty of the Police Officer investigating an accident or collision within the city to impound any motor vehicle involved therein when, in the judgment of such Police Officer, the potential for criminal prosecution exists as a result of such accident or collision, or when it is necessary to impound such vehicle to secure evidence, or when the owner or occupant of the same is unable or fails to have such vehicle removed. It shall be the duty of the Police Officer investigating a vehicle blocking traffic or in connection with an investigation outside the city to impound such vehicle.
- (b) *Accidents covered.* The prohibitions and requirements of this chapter shall apply to all accidents occurring on a street, regardless of whether or not the final resting place of a vehicle is upon a street immediately after the accident. This article shall be construed to include those accidents in which a vehicle, immediately before becoming wrecked or disabled, was either driven off a street intentionally, because of some real or imagined emergency, or maliciously or suicidal, or was driven off a street unintentionally or left the streets driverless.
- (c) *Certain emergencies excepted.* The prohibitions and requirements of this chapter shall not apply to any person who necessarily must act immediately to prevent death or bodily injury to any person involved in an accident.
- (d) *Removal of wreckage and debris.*
  - (1) Each wrecker service company called to the scene of a collision shall completely remove from the street all resulting wreckage or debris, including all broken glass, before leaving the collision site.
  - (2) Each wrecker service company called to the scene of a collision shall also be responsible for the absorption and removal of all liquid spills of 25 gallons or less. All liquid that is removed from collision scenes in the city shall be properly contained, stored and disposed of in accordance with applicable state and federal statutes and regulations.
- (e) *Wreckers must notify police of disabled vehicles.* Wrecker operators, when called by the owner of a disabled vehicle, shall notify the police telecommunications operator before proceeding to the location of the disabled vehicle within the corporate limits of the city.

**Sec. 90-30. Weekly reports.**

- (a) Each permitted tow truck company and every repair business that had in its custody at any time between Monday, 9:00 a.m., of one week and Monday, 9:00 a.m., of the following week, a vehicle removed from the city as result of a nonconsent tow, is required to prepare a written list of such vehicles and furnish a copy of the list to the Police Communications Center on or before 5:00 p.m. on Monday of each week.
- (b) The list shall contain:
  - (1) A description of each vehicle by make, model and license number;
  - (2) The owner's name;
  - (3) The time and date vehicle were received;
  - (3) The disposition of the vehicle if the vehicle is no longer in the custody of the towing company or repair business. The disposition must include:
    - a. The date and time the vehicle was released; and
    - b. To whom the vehicle was delivered.

**Sec. 90-31. Wrecker Service Contract(s) Authorized.**

- (a) The city shall have the right to contract with one wrecker service company for all incident management tows in the city, for the towing of city owned vehicles, or for the towing of any vehicle made necessary in the exercise of city's police and governmental functions, and to store or impound such vehicles on the parking facility of such wrecker service company.
- (b) The fees for incident management tow services shall be set by contract between the wrecker service company and the city.
- (c) The city may call any wrecker service company or use any wrecker in cases where the contracted wrecker service company is unable to respond as required by the contract, when there exists an emergency situation, or when deemed necessary by the Chief of Police or his authorized representative. In all such cases, a report will be forwarded to the Chief of Police describing the circumstances involving such use.

**Sec. 90-32. Administrative disposition of violations.**

In lieu of or in addition to any criminal prosecution or civil remedy for the violation of any provision of this article, the Chief of Police shall have, as to the holders of any certificate of registration or inspection certificate, or as to any applicant therefore, the duty and authority to enforce the provisions of this article by administrative action in accordance with the principles and procedures set forth hereinafter.

- (1) The proper and safe functioning of the wrecker business has critical impact on the health, safety, and welfare of the public and involves use of the public streets of the City of Crowley often in circumstances necessitating prompt removal of dangerous obstructions to traffic on said streets. Accordingly, the privilege of any person to engage in the wrecker business in the City of Crowley shall be subject to strict regulation in order to protect the public.
- (2) For purposes of invoking any administrative remedy against a certificate holder, the acts or omissions of any agent or employee of said holder shall be considered to be the acts or omissions of said holder.

- (3) Administrative remedies which the Chief of Police may employ to enforce the provisions of this article include, but are not limited to:
  - a. Suspension or revocation of any certificate of registration or inspection certificate; or
  - b. Suspension, revocation or removal of a wrecker company.
- (4) Grounds for suspension or revocation of a certificate of registration include (i) any conduct in the wrecker business which endangers the life or safety of any person; (ii) violations of the provisions of this article; (iii) violation of the Zoning Ordinance or Fire Prevention Code of the City of Crowley; (iv) failure to maintain in effect any insurance required by this article; and (v) fraud or theft in the conduct of the wrecker business.
- (5) Grounds for suspension or revocation of an inspection sticker include responding to a nonconsent tow call when said wrecker:
  - a. Is in such condition that it cannot safely tow a vehicle;
  - b. Is not then covered by insurance as required in this article; or
  - c. Does not then meet all requirements for an inspection sticker.
- (6) Grounds for removal of a wrecker company:
  - a. Failure to meet at all times the requirements for a place on the list;
  - b. Failure to, maintain at all times at least one wrecker in a condition that meets the requirements for an inspection sticker;
  - c. Driving a wrecker in response to a nonconsent tow call in a manner which endangers the life or safety of any person;
  - d. Driving a wrecker to a location to perform wrecker services in response to a call made by the Police Communications Center, when the wrecker company is not the next company on the list, the wrecker company owning that wrecker shall be subject to removal from the list for a period of at least 30 days;
  - e. Collecting or charging any fees or charges in excess of those set out in this chapter.
  - f. Violation of the Zoning Ordinance or Fire Protection Ordinance, as determined by the Building Official or the Fire Marshal, respectively;
  - g. Failing to answer within the required time when called by the Police Communications Center; or
  - h. Declining to respond to a call from the Police Communications Center to perform wrecker services.

#### **Sec. 90-33. Pushing or towing by other vehicles.**

A disabled vehicle may be pushed or towed by another vehicle only when:

- (1) The removal of the disabled vehicle does not reasonably require the use of a tow truck in order to be pushed or towed;
- (2) The disabled vehicle may be pushed or towed by another vehicle in a safe manner; and
- (3) The removal is not otherwise prohibited by this article.

**Sec. 90-34. Prohibited acts, conditions, offenses and affirmative defense.**

- (a) *Wreckers prohibited at accident scene unless called.* No person shall drive a wrecker to or near the site of an accident within the corporate limits of the city unless such person has been called to the site by the owner of the vehicle or by the Police Department of the city. It is further provided that each such wrecker operator, when called by the owner of a wrecked vehicle, shall notify the police telecommunications operator before proceeding to the scene.
- (b) *Solicitation prohibited.* No person shall solicit in any manner, directly or indirectly, on the streets of the city, at or near the site of an accident within the city, any business regarding wrecked or disabled vehicles, regardless of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading or purchasing said vehicle.
- (c) *Certificate of Registration required.* It shall be unlawful for a person to operate a tow truck or wrecker for nonconsent tows within the city limits without possessing a certificate of registration issued by the Chief of Police.
- (d) A person who violates a provision of this article is guilty of an offense.
- (e) It is an affirmative defense to prosecution of a violation of this article hereof that the person is engaging in:
  - (1) The transportation of a vehicle by a nonresident wrecker operator from some point outside the city to some destination within the city;
  - (2) The transportation of a vehicle by a nonresident wrecker operator from some point outside the city and traversing the city to some other destination outside of the city;
  - (3) The transportation of a vehicle by a wrecker operator at the request or with the consent of the owner or operator of that vehicle (consent tow);

**Sec. 90-35. Penalty for violation of article.**

Any person who violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this chapter in the City of Crowley shall be guilty of a misdemeanor and upon conviction therefore, shall be fined in an amount not to exceed \$500.00 for each offense.

**SECTION 2.**

That Sub-Section (14), "Wrecker Service License", of Appendix A: Schedule of Rates, Fees and Charges, of the Code of Ordinances of the City of Crowley, Texas, be and is hereby amended as follows:

- (14) *Wrecker service license.*

License Fee - Per tow truck/wrecker	\$15.00
Inspection Fee - Per tow truck/wrecker	\$15.00

**SECTION 3.**

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 4.**

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 5.**

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 6.**

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 7.**

This ordinance shall become effective immediately upon its passage and publication is required by law, and it is so ordained.

**PASSED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**CITY OF CROWLEY, TEXAS**

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF TEXAS

§  
§  
§

**AGREEMENT FOR WRECKER  
AND IMPOUND SERVICES**

COUNTY OF TARRANT

This **AGREEMENT FOR WRECKER AND IMPOUND SERVICES** (“Agreement”) is made by and between the City of Crowley, Texas (“City”), a Texas home rule municipality, and JDB Towing, LLC, a Texas limited liability company, doing business as Beard’s Towing (“Operator”) each acting through their authorized representatives. City and Operator may each be referred to individually as the “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, by virtue of the laws of the State of Texas and its Home Rule charter, City has the power and authority to regulate the towing, storage, and parking of vehicles within City’s corporate limits; and

**WHEREAS**, Operator operates a wrecker/towing and impound service with its corporate offices, including its impound facility, located within ten (10) miles outside of the corporate limits of the City; and

**WHEREAS**, City desires to engage the services of Operator as an independent contractor to provide exclusive wrecker and impound services for non-consent tows of vehicles for the City of Crowley Police Department in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Operator desires to provide wrecker service within the corporate limits of City and to provide the wrecker and impound services requested by City pursuant to this Agreement; and

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
TERM; EARLY TERMINATION**

**1.1 Term:** This Agreement shall be effective on January 4, 2023 (the “Effective Date”) and continue for a period of three (3) years, as provided herein. City may, at its sole option, extend the term of this Agreement under the same terms and conditions as provided herein for one additional three-year term (the “Renewal Term”) upon written notice to Operator at least thirty (30) days prior to the expiration of the then current term. Pricing provided in section 3.3 of this Agreement may be increased for the optional renewal period, by provision of at least sixty (60) days written notice prior to the commencement of the optional renewal period, by an amount supported by evidence of annual CPI and not to exceed 3% of the current pricing rates under the Agreement. The initial term and any Renewal Term shall be referred to herein collectively as the “Term”.

**1.2. Early Termination:** Either Party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other Party and without any further liability one to the other except for City's obligation to pay for services provided by Operator prior to the date of said termination and the obligation of the Parties to perform such duties with respect to vehicles towed and/or stored prior to the date of termination as may be required by law.

**1.3 Termination for Default:** This Agreement may be terminated by a Party ("the non-defaulting Party") after providing the other Party ("the defaulting Party") written notice of the defaulting Party's failure to comply with the provisions of this Agreement identified in said notice (including a description of the non-compliance) if such non-compliance cannot be or is not corrected to the satisfaction of the non-defaulting Party on or before the 10<sup>th</sup> day following receipt of the notice of default by the defaulting Party. The failure of a non-defaulting Party to terminate this Agreement following a default by the defaulting Party shall not constitute a waiver of the non-defaulting Party's rights with respect to such default or a waiver of the right to declare a default for the same or similar non-compliance occurring on a later date.

## **ARTICLE II**

### **SCOPE AND DESCRIPTION OF SERVICES**

**2.1 Grant of Towing Rights:** During term of this Agreement, upon request by City, Operator shall be authorized, and hereby agrees, to tow, remove, and store all vehicles required by City to be removed from their stationary location or from public streets or other locations as the result of accidents, arrest, abandonment, or mechanical difficulty, where there is not a request by the person in charge of such vehicle to utilize another provider of such service, and to store such vehicles until either claimed by the owner or other person with authority over the vehicle or auctioned as provided under applicable law ("the Services"). In emergency situations or situations requiring equipment, personnel, or storage facilities that cannot be promptly provided by Operator, City may, at its sole option and in its sole discretion, utilize other wrecker and impound service providers. In the event that Operator is unable to provide wrecker or impound services as requested by the City, Operator shall immediately advise the Chief of Police.

**2.2 Duties of Operator Regarding the Services:** Operator's provision of the Services to City shall be subject to and in compliance with the following:

A. Operator shall maintain at all times during the term of this Agreement, 24 hours each day of the week, personnel on duty who shall be able to and will respond to (1) a City request for wrecker service as required by this Agreement and (2) a requests for release of vehicles stored or parked on Operator's property.

B. Response Time. Operator shall respond to all calls by City for wrecker service within thirty (30) minutes after the time the call is received by Operator's dispatcher for all requests for service within the City and within forty-five (45) minutes after the call is received by Operator's dispatcher for requests for service within a 1.5 mile radius of the City corporate limits.

C. Operator will conduct the Services in a safe and secure manner and will not subcontract, sublet, or transfer any rights, responsibilities, or duties under this Agreement without the written approval of the City.

D. Operator will not recommend a particular body shop or garage to a vehicle owner or the person with authority over the vehicle and Operator's towing equipment and vehicles will not make reference to any body shop or garage.

E. Disregards. A request for a tow truck/wrecker may be canceled by the City at any time prior to arrival at the requested site and hook up to the vehicle. A request for tow services will not be disregarded by Operator once the tow truck/wrecker has arrived at the scene and hooked up to the vehicle. Operator is solely responsible for the costs of tow/wrecker calls that are cancelled/disregarded by the City. Operator will not tow a vehicle under this Agreement unless there is a representative of the City at the scene.

F. Equipment. Operator will provide the following equipment, maintained in good working order and condition and available for response to City requests for wrecker/tow truck services:

1. Four light-duty wrecker vehicles with a towing capacity of at least 12,000 pounds single capacity, each displaying on exterior sides in letters not less than two inches in height the name, address and telephone number of Operator, and each equipped with the following:
  - a. Power or hand operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity;
  - b. Safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a debris container;
  - c. Two-way voice communication equipment for mobile telephone or radio with base station; and
  - d. Overhead flashing emergency lights, visible from 1,000 feet.
2. Two medium-duty wrecker vehicles with a towing capacity of more than 36,001 pounds; each displaying on exterior sides in letters not less than two inches in height the name, address and telephone number of Operator, and each equipped with the following:
  - a. Power or hand operated winch line and boom or lifting device with a factory capacity of not less than 20,000 pounds single capacity;
  - b. Safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a debris container;
  - c. Two-way voice communication equipment for mobile telephone or radio with base station; and



- d. Overhead flashing emergency lights, visible from 1,000 feet.
- 3. Trailer, tilt-bed vehicle, or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
- 4. Two 50-ton Heavy Duty Twin Screw Wreckers;
- 5. One 50-ton Landall Trailer (including sufficient truck tractor);
- 6. One 75-ton Rotator Wrecker; and
- 7. One heavy-duty wrecker vehicle with a towing capacity that exceeds 50,000 pounds and that is capable of towing a tractor trailer or larger vehicle (Operator will possess or have immediate access to this equipment).

G. Operator shall remove all vehicles towed pursuant to this Agreement Operator's storage facility located at 4400 E. Loop 820 South, Fort Worth, Texas (the "Storage Facility") or to such other location as directed by City or as Operator and vehicle owner agree. Operator must pay for all expenses related to the Storage Facility (or any other agreed upon storage facility) and must provide security for the grounds and contents.

H. Vehicle storage shall be conducted, and the Storage Facility operated in accordance with applicable regulations of the Texas Department of Licensing and Regulations and the Texas Department of Transportation governing vehicle storage facilities and the following provisions:

- (1) The Storage Facility shall have the capacity for the storage of no fewer than 250 vehicles;
- (2) The Storage Facility shall contain at least one building with the minimum dimensions of not less than 15' X 25' which can be locked and which shall be available to house, in a secure manner, at least one vehicle for crime scene purposes.
- (3) The Storage Facility shall be completely enclosed by a fence not less than six feet (6.0') in height with a locking gate, which gate shall remain locked at all times when no employee of the Operator is on premises;
- (4) All vehicles shall be kept inside the fenced area of the Storage Facility at all times;

- (5) No stored vehicle shall be used by Operator, its agents and employees for personal or business use;
- (6) If possible, stored vehicles, without additional charge, shall be secured with doors, windows and/or hatchbacks closed and convertibles covered or tops raised without additional charge. Wrecked vehicles that cannot be reasonably secured or covered are exempt from these requirements;
- (7) Vehicles stored within the Storage Facility shall be located on a concrete, asphalt, crushed rock, or other all-weather surface so that the delivery and release of vehicles may readily occur in all weather conditions;
- (8) A sign shall be placed either (i) at the main entrance to the Storage Facility that is clearly visible from the adjacent street or (ii) at a location accessible to a person on a 24/7 basis where such sign is clearly visible, which sign shall include the registered name of the storage facility, the street address of the Storage Facility, the telephone number(s) which may be called to contact Operator regarding the presence and release of a vehicle from the Storage Lot, the hours during which a vehicle will be released, and the state license number of the Storage Facility;
- (9) An operable land line telephone must be located in the office of the Storage Facility, which may be called using a publicly listed phone number, which number shall at all times be made know to City by Operator. In the event the phone number is to be changed, Operator shall notify City in writing of the new phone number prior to placing the new phone number in service; provided, however, if the new number is not made known to Operator by the telephone company assigning the new phone number until the day the new phone number is placed in service, Operator shall (a) contact City's police dispatch center by phone on the day the new phone number is placed in services and advise the dispatcher of the new phone number and (b) notify City in writing of the new phone number on the next City business day after the new number is placed in service;
- (10) The Storage Facility shall at all times be equipped with lights which turn on no later than sunset and remain on until sunrise the next day and which provide the minimum amount of light required by state regulation in all areas where vehicles are stored, in all traffic lanes within the Storage Facility, and at all entrances to the Storage Facility; and

- (11) The Storage Facility must display a sign clearly visible to the public that sets out the per diem charge for storage and all other fees which may be charged by the Storage Facility and/or Operator, including notification and impoundment fees. This sign must be located so that it is clearly visible to the vehicle owner prior to paying fees, with letters at least one inch in height and contrasting background color.
- (12) The Storage Facility must display a sign describing the instruments that may be presented by the vehicle owner or the owner's authorized representative to obtain possession of the vehicle. This sign shall list all instruments allowed by law and shall be so located to be clearly visible to a vehicle owner at the place of payment, with letters of at least one inch in height upon a contrasting background.
- (13) The Storage Facility or any other facility used for purposes of storing vehicles under this Agreement shall at all times be located no further than ten (10) miles from City's incorporated limits.

The Parties acknowledge and agree that as of the Effective Date, the Storage Facility shall be located at 4400 E. Loop 820 South, Fort Worth, Texas. Operator shall provide City written notice of any change in the location of the Storage Facility not later than thirty (30) days prior to the cessation of operations of storage services at the then current location of the Storage Facility. Notwithstanding anything to the contrary herein, City may terminate this Agreement after receiving notice of the change of location of the Storage Facility if City, not later than the 15<sup>th</sup> day after receipt of the relocation notice, provides written notice to Operator that City does not approve of the new location.

I. Operator shall deliver all vehicles to and store such vehicles at the Storage Facility unless directed otherwise by the Chief of Police or his designated representative.

J. Operator shall tow, park and store all vehicles in a safe and secure manner.

K. Prior to towing a vehicle from the scene of an accident, the immediate surrounding area must be cleared and cleaned up by Operator in a manner that is reasonably satisfactory to the City.

L. Operator shall accept vehicles for storage as follows:

(1) When Operator accepts for storage a vehicle towed without the consent of the vehicle owner, Operator shall inspect the vehicle and note as an addition on the wrecker slip or wrecker ticket any differences from the information previously set out thereon, but shall not write or deface in any manner any prior writing on the slip or ticket. If the license plate number or vehicle identification number on the wrecker ticket or wrecker slip is incorrect, Operator shall note in its records the correct number and

notify every previously advised person of the current information within 48 hours of receipt of the vehicle for storage.

(2) In accordance with state law and regulations, Operator shall timely notify the registered owner and all lien holders of record of the storage of the vehicle at the Storage Facility by certified mail, which notice shall include at least:

- a. The location of the Storage Facility;
- b. The hours during which the vehicle can be released to the vehicle owner;
- c. The total amount of fees that must be paid before the vehicle will be released, including any additional per day storage charges that will accrue after the date of the notice until the vehicle is picked up;
- d. The date on which the vehicle will be removed from the Storage Facility if it is not recovered by the vehicle owner prior to that date; and
- e. From where, when and by whom the vehicle was authorized to be towed.

M. Operator shall not release any vehicle which has a “hold” placed on it by City’s Police Department, except upon written direction from City’s Chief of Police or designated representative.

N. Whenever a person claims ownership or the right to possession to a vehicle located at the Storage Facility, such person shall be entitled to inspect the wrecker slip or wrecker ticket for the vehicle, and shall not be required to pay any fees or charges prior to inspecting the wrecker slip or wrecker ticket.

O. The registered vehicle owner or authorized representative shall have access to and be allowed to remove any personal property from the vehicle, unless otherwise direct by a peace officer during regular business hours of 9:00AM-4:00PM Monday through Friday.

**2.3 Operator Records:** Operator shall maintain current records at a minimum of 2 years from the date of disposition of the vehicle and shall make the same available for review by the City Manager, City’s Chief of Police or their duly designated representative(s) upon one (1) business day's notice. Such records shall include, but not be limited to, the following:

- A. Date and time call or request for service was received by Operator;
- B. Date and time of arrival at location of vehicle to be towed, and location of vehicle to be towed;

- C. Date and time of arrival at Storage Facility after vehicle has been towed;
- D. The wrecker license plate number and the name of wrecker driver, whose name shall be available to the Texas Department of Licensing and Regulation;
- E. Make, model, year and color of the vehicle towed;
- F. License plate number of the vehicle towed, state issuing the license and correct vehicle identification number;
- G. A general description of the vehicle towed, including the overall condition of the vehicle, any damage to the body of the vehicle, and/or missing equipment in a photographic format;
- H. Inventory of vehicles located at the Storage Facility and the date and time the inventory was generated in a photographic format;
- I. The date each vehicle was released and the name of the individual to whom the vehicle was released; and
- J. If (i) the vehicle ownership has been transferred due to any action of Operator, or (ii) the vehicle has been disposed of or demolished, provide the certificate of authority to demolish and/or a police auction sales receipt or transfer document issued by the State of Texas for vehicle.

### **ARTICLE III FEES**

**3.1 Collection of Third Party Fees:** The collection of all towing, storage and other fees due and payable to Operator by third parties shall be the sole responsibility of Operator. City shall not participate in any manner in the collection of fees due to Operator, nor shall Operator look to City for payment of such fees.

**3.2. No Charge for City Vehicles:** Operator shall not charge or seek to collect from City any fees or costs incurred by Operator for the towing of Crowley Police Department vehicles. Additionally, Operator shall provide storage, at no cost to the City, for vehicles that are towed at the request of the City's police officers for evidentiary purposes while on evidentiary hold. Operator acknowledges that to the extent that the Texas Vehicle Storage Facility Act provides that the operator of a vehicle storage facility must charge at least \$21.03 per day for storage of a vehicle and \$36.80 per day for storage of vehicles longer than 25 feet. The City and Operator agree that the compensation Operator will receive as a result of this Agreement equals or exceeds the fees that Operator would be authorized to charge the City under that Act and that this compensation is intended by the Parties to satisfy any obligation that the City might have to pay such amounts under the Act. Further, Operator shall provide at no cost to the City storage for vehicles that are forfeited to the City pursuant to state and/or federal forfeiture laws. In those

cases where the court awards the vehicle back to the owner, no storage fee will be charged for the period of time from the date of the tow to the date the vehicle is awarded back to the owner. Operator may collect fees for storage after the date of the court order. Other reasonable fees and towing charges will be due from the owner at the time services are rendered. The City will not be responsible for any towing or storage fees for vehicles not owned by the City.

**3.3. Fees:** The following fees and charges are set by the Operator for towing services provided to City pursuant to this Agreement and shall remain in effect during the term of this Agreement and any subsequent extension of this Agreement:

- A. The following fees shall be charged for towing and related services of vehicles not owned by the City:

**Light Duty and Medium Duty Tows (up to 10,000 pounds)**

Basic Tow	\$272
Drop charge	\$135
Wait Time and Labor	\$50/quarter hour
Fuel Adjustment	15%
Mileage	\$3.50/mile
Incident Management Supervisor	\$150.00/hour
Vehicle recovery including rollover	\$250/hour (1 hour minimum)
Additional vehicle recovery	\$62.50/hour after 1 <sup>st</sup> hour
Admin Fee	\$25.00

**Heavy Duty Tows (10,0001 pound or over)**

Basic Tow (hourly charge)	\$489 per unit/hour 2 hr minimum
Drop charge	\$244 per unit
Fuel Adjustment	15%
Mileage	\$7.00/mile
Incident Management Fee	\$250.00/hour (2 hr minimum)
Admin Fee	\$25.00

**Specialty Equipment**

Rotator wrecker	\$750/hour (2 hr minimum)
Landall (including tractor unit)	\$550/hour (2 hr minimum)
Helpers	\$120/hour (2 hr minimum)

Additional compensation for recovery and/or salvage of cargo may be negotiated between the Tow Company and Motor Vehicle Owner or cargo owner. Any such negotiated amount is separate from and in addition to compensation for Towing Services.

- B. Operator shall charge and be entitled to the following storage fees for vehicles towed to the Storage Facility:

- (1) Maximum storage fees as provided in Texas Administrative Code Title 16, Part 4, Chapter 85, Rule 85.722 or other applicable state law.

- (2) Notwithstanding (1), above, storage fees for abandoned vehicles will be limited to the proceeds realized by Operator for the sale of vehicles not claimed within the time allowed by law.
- (3) There is no maximum storage fee limit.

#### **ARTICLE IV DISPOSITION OF VEHICLES**

**4.1** Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Operator shall comply with all applicable state and local laws governing abandoned and junked motor vehicles, including but not limited to Chapter 683, TEX. TRANS. CODE, as amended.

**4.2** Operator shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapter 683, TEX. TRANS. CODE, as amended, or other applicable law to be given or provided by the City's Police Department and/or Operator as agent for City's Police Department or as operator of the Storage Facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any Junked Vehicle, Abandoned Motor Vehicle or other Vehicle impounded at the Vehicle Storage Facility at the direction of the City.

**4.3** When final disposition on an impounded vehicle is completed, Operator will forward copies of all related paperwork to the City's Police Department Property on the day of disposition. Related paperwork includes a copy of the impound form, the release information, notifications, advertisement, auction sales receipts, Buyer's Guide, odometer statements and Motor Vehicle Demolisher receipts upon request made by the City.

**4.4** Operator in the conduct and operation of the towing service and the motor vehicle storage facility shall comply with: the Vehicle Storage Facility Act, Chapter 2303, TEX. OCC. CODE as amended; Chapter 683, TEX. TRANS. CODE, as amended; and with any applicable regulations of the Texas Department of Transportation and Texas Department of Licensing and Regulations.

#### **ARTICLE V INSURANCE AND INDEMNIFICATION**

**5.1 Minimum Coverage Requirements:** Operator shall at all times during the term of this Agreement and for a period of sixty (60) days after termination of this Agreement for any reason, maintain in full force and effect the following insurance:

A. Comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Operator's performance of services pursuant to this Agreement with a minimum

combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

B. Automobile liability insurance covering any vehicles owned and/or operated by Operator, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

C. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00;

D. Garage keeper's Legal Liability on a direct basis insuring against all claims, demands or actions relating to any vehicle in Operator's care, custody or control including coverage "on the hook" or while being transported by Operator as follows:

Automobile	\$1,000,000.00
Garage	\$350,000.00
Aggregate	\$2,000,000.00

E. Inland Marine Coverage/On Hook Cargo with a minimum coverage of \$500,000.00 per vehicle; and

F. Public Liability coverage of \$1,000,000.00 combined single limits.

**5.2 Endorsements:** All insurance and certificate(s) of insurance shall be endorsed to provide for the following:

A. Name the City of Crowley, Texas, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

B. Provide for at least thirty (30) days prior written notice to City regarding cancellation or non-renewal of the insurance;

C. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Operator shall provide written notice to City of any material change of or to the insurance required herein.

**5.3 Certificate of Insurance:** A certificate of insurance evidencing the required insurance shall be delivered to City prior to commencement of services under this Agreement.

**5.4 Indemnification: CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR**



**PROPERTY ARISING FROM THE SERVICES OF OPERATOR PURSUANT TO THIS AGREEMENT. OPERATOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. OPERATOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE OPERATOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF OPERATOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, OPERATOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT OPERATOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. OPERATOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY OPERATOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

#### **ARTICLE VI VEHICLE OWNER RIGHTS**

Operator understands, acknowledges, and agrees that nothing contained herein shall prevent the owner of any motor vehicle disabled on the public streets of City to arrange for the prompt removal of the vehicle from the scene of the accident or disablement by a wrecking or towing service of said owner's own selection; provided that such right does not hinder the City's ability to protect the health, safety and/or welfare of its citizens.

#### **ARTICLE VII NON-EXCLUSIVE TO CITY; CALL PRIORITY**

City understands, acknowledges, and agrees that Operator shall have the right to continue to provide wrecker and towing services to persons other than City; provided; however, Operator agrees that calls and requests for towing services made by City shall have immediate and absolute priority over any other calls received by third parties and that Operator is not relieved of the obligation to respond to calls for service within the times required by this Agreement.

#### **ARTICLE VIII**

## MISCELLANEOUS

**8.1 Entire Agreement:** This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

**8.2 Assignment:** Operator may not assign this Agreement without the prior written consent of City.

**8.3 Successors and Assigns:** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective successors and assigns.

**8.4 Governing Law:** The laws of the State of Texas shall govern this Agreement, and venue for any action concerning this Agreement shall be in Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**8.5 Amendments:** This Agreement may be amended by the mutual written agreement of the Parties.

**8.6 Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**8.7 Independent Contractor:** It is understood and agreed by and between the Parties that Operator in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Operator pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Operator shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

**8.8 Notices:** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

**8.9 Counterparts:** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

If intended for City, to:

City of Crowley  
Attn: City Manager  
201 E Main St.  
Crowley, TX 76036

If intended for Operator, to:

JDB Towing, LLC d/b/a Beard's Towing  
Attn: James Bennett Jr  
P.O. Box 737  
Kennedale, Texas 76060

**8.10 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations:**

A. Operator verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Operator verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

C. Operator verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

D. This section does not apply if Operator is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**8.11 Administrative Fee :** Operator will provide an annual payment of \$800 payable to City of Crowley for administrative purposes, payable within three business days of the Effective Date of this Agreement and annually on the anniversary thereof.

*[signature page to follow]*

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CROWLEY, TEXAS**

By: \_\_\_\_\_  
Robert Loftin, City Manager

**ATTEST:**

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

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**JDB TOWING, LLC, D/B/A  
BEARD'S TOWING**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_



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

<b>PRESENTER:</b> Mike Rocamontes Public Works Director				<b>MEETING DATE:</b> January 4, 2024				
<b>DEPARTMENT:</b> Public Works Department				<b>AGENDA ITEM:</b> VII-2				
<b>SUBJECT:</b> Discuss and consider approval of the Developer Agreement for Canoe Way Townhomes Tract 1.								
<b>COORDINATION:</b>	Finance		City Sec	cck	Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		DCM:	LW

### **BACKGROUND:**

Canoe Way Tract 1 Addition being 19.284 acres, is located on north west corner of 1187 and Canoe Way. This will be a private community with streets, lights and signage maintained by the HOA.

### **RECOMMENDATION:**

Staff recommends approval of the Developer Agreement for Canoe Way Townhomes Tract 1.

### **FINANCIAL INFORMATION:**

None.

### **ATTACHMENTS:**

1. Canoe Way Tract 1 Developer Agreement
2. Map of location

**CITY OF CROWLEY DEVELOPER'S  
AGREEMENT FOR THE  
CANOE WAY ADDITION – TRACT 1**

STATE OF TEXAS §

COUNTY OF TARRANT §

**THIS CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE CANOE WAY ADDITION – TRACT 1** (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ between the City of Crowley, Texas, hereinafter referred to as the "CITY", and WB Crowley Land, LLC whose address is 8117 Preston Road, Ste. 250, Dallas, TX, hereinafter referred to as the "DEVELOPER".

**WHEREAS**, the DEVELOPER has requested the CITY to permit the development of a tract of land to be known as Canoe Way Addition – Tract 1 (the "Addition"), an approximately 19.28-acre single-family residential development, as further described and depicted in the attached Exhibit "A"; and

**WHEREAS**, the CITY approved a final plat for the Addition on April 10, 2023, which will require the construction of community facilities and improvements to serve the Addition as provided herein; and

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

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

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

All property owned by the DEVELOPER and located within the limits of the Addition shall be zoned and platted in accordance with the Comprehensive Zoning Ordinance of the City (the "**Zoning Ordinance**"), as amended, as applicable, and Chapter 98 of the City Code of Ordinances (the "**General Development Ordinance**"), as amended, and the Canoe Way planned development district ordinance and amendments (Ordinance Number 01-2022-450), before any building permit will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting as reflected on the development plans and specifications (collectively, the "**Plans**") approved by the City as described on **Exhibit "B"** attached hereto and incorporated herein by reference.

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

## **B. PUBLIC IMPROVEMENTS**

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

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

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

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

1. One FULL set in AutoCAD 14 (or the City's most recent version);
2. One FULL MYLAR set;
3. One FULL Blue-Line set;
4. One Blue-Line copy of the executed ("filed") Final Plat sheet;
5. Two (2) Blue-Line copies of the Water and Sanitary Sewer Layout sheet at a scale of 1:200; and
6. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200.
7. 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 AND INSURANCE**

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 Performance and Payment 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 the pre-construction conference ("construction start date").

### **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.

**Upon completion of construction and at the time of acceptance by the City of the public improvements, and before the City shall issue any building permits for the Addition, the Developer shall provide the City with a maintenance bond as follows:**

### **3. MAINTENANCE BOND**

A good and sufficient maintenance bond(s) 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 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.

DEVELOPER, or DEVELOPER's contractors, must maintain insurance relating to the construction of the public improvements pursuant to this Agreement meeting the



requirements of the CITY, including workers' compensation, general liability, and comprehensive automobile/truck liability insurance, and such insurance shall name the CITY as an additional insured.

## **D. UTILITIES**

### **1. WATER**

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the public water system and public improvements within the dedicated easements once the two-year maintenance bond is released.

### **2. SANITARY SEWER**

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

### **3. DRAINAGE**

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prepared by the DEVELOPER's engineer, identified in the attached Exhibit "B", 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 public drainage facilities and public improvements within the dedicated easements once the two-year maintenance bond is released.

### **4. STREETS**

**a.** Developer agrees to construct the street Facilities, on-site and off-site, in the Addition in accordance with the approved Plans referenced on **Exhibit "B"** which are made as part of this Agreement. The streets in this Addition are Private, and will be maintained by the Developer or HOA.

**b.** The Developer will be responsible for:

- 1) Installation and operational cost of streetlights in the Addition.
- 2) 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.
- 3) Installation of all regulatory signs, on-site and off-site, recommended based upon the Manual of Uniform Traffic Control Devices, as prepared by the Developer's engineer, by an engineering study or direction by the City Engineer. It is understood that Developer may install signs having unique architectural features. However, should the signs be moved or destroyed by any means, the **Developer or HOA** shall be responsible for timely replacement.

c. All street Facilities will be subject to inspection and approval by the City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement.

d. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are planned.

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

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

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

2. The CITY does note to the DEVELOPER that a 12" water line exists in the right of way of FM 1187 (south side); and an 8" water line exists in the Canoe Way right of way (west side).

3. The CITY does note to the DEVELOPER that a sanitary sewer line and 4' manhole with an 8" stub out exists in the right of way of Canoe Way, near the northeast corner of the project site.

## **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 (the CITY's wholesale service provider). 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**

Parkland dedication has been provided as per the Canoe Way Planned Development District Ordinance No. #01-2022-450 under Exhibit B Section II(B)(4)(a)(ii)

## **G. DETERMINATION OF ROUGH PROPORTIONALITY**

DEVELOPER hereby agrees that the specific exactions required by the CITY and agreed to by the DEVELOPER in this Agreement (collectively the "Exactions"), and any land or property it donates to the CITY as part of the development of any public improvements, are roughly proportional to the need for such exaction or land, and DEVELOPER hereby waives any claim therefor that it may have. DEVELOPER further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the public improvements. DEVELOPER specifically waives and releases all claims which DEVELOPER may have against the CITY: (1) related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the public improvements; (2) related to the specific exactions required by the CITY and agreed to by DEVELOPER in this Agreement; and (3) that any exactions required by this Agreement constitute a "taking" (i.e., an inverse condemnation) under the Texas or United States Constitutions.

## **H. GENERAL CONDITIONS**

### **1. CONSTRUCTION TIME**

Work performed under this Agreement shall be commenced within one (1) year from the date hereof. In the event the work is not completed within two (2) years from commencement of construction, the CITY may, at its election, draw on the performance bond, or other security provided by DEVELOPER and complete such work at

DEVELOPER's expense, provided however, that if the construction under this Agreement shall have started within the such two (2) year period, the CITY may agree to renew the Agreement with such renewed Agreement to be in compliance with the CITY policies and ordinances in effect at that time.

## **2. LAW COMPLIANCE**

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

## **3. EROSION CONTROL**

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

## **4. PRIVATE AMENITIES**

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

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

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. **The DEVELOPER, prior to the formation of the HOA and the HOA after its formation thereof and their respective successors and assigns, agrees to accept responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees to indemnify and hold harmless the CITY from any and all damage, loss or liability of any kind**

**whatsoever by reason of injury to property or third persons occasioned by the location of these** amenities within the public right-of-way, and the DEVELOPER, prior to the formation of the HOA and the HOA after formation thereof and their respective successors and assigns, shall defend and protect the CITY against all such claims and demands. The DEVELOPER prior to the formation of the HOA and the HOA after formation thereof and their respective successors and assigns, shall replace any plants, trees, or grass planted by the Developer that die prior to the completion of the public improvements being constructed by the Developer 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. VENUE**

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

## **7. 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 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. All items on the "punch list" must be completed, inspected and accepted by the City; no building permits will be issued until the public improvements have been accepted by the City.

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

## **J. NON-WAIVER**

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

## **K. HOLD HARMLESS AGREEMENT**

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES 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, liquidation or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured. Notice shall be sent to the Developer at the address listed in the signature line below. If Developer shall not cure the breach within the time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized

to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

**Q. TERMINATION AND RELEASE**

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

**R. OTHER CONDITIONS**

1. SIDEWALKS. Sidewalks and barrier free ramps shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements prior to final acceptance. It shall be the DEVELOPER'S responsibility to obtain all permits and inspections for sidewalks and barrier free ramps that fall within the TXDOT ROW and construct them according to TXDOT standards and requirements.

2. The Developer shall pay inspection fees, to the City of Crowley, to inspect the infrastructure improvements for this development. Costs for the public improvement inspections are shown on **Exhibit "C"** attached hereto.

*(Execution Pages Follow)*



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative effective as of the date herein above first mentioned.

WB CROWLEY LAND, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
Address: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ITS: \_\_\_\_\_

#### ACKNOWLEDGMENT

THE STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_           §

BEFORE ME, the undersigned authority in and for \_\_\_\_\_ 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 \_\_\_\_\_, and that he/she is duly authorized to execute the same, 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

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

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the  
State of Texas

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

BEING, all of that 19.284 acre (840,026 square foot) tract of land situated in the Eli Wickson Survey, Abstract No. 1691, the David A. Kerr Survey, Abstract No. 911 and Thomas T. Toler Survey, Abstract No. 1541 in the City of Crowley, Tarrant County, Texas; being all of that tract of land described as Tract 1 in Special Warranty Deed to WB Crowley Land LLC as recorded in Instrument No. D222026969 of the Official Public Records of Tarrant County, Texas; said 19.284 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8-inch iron rod with "CARTER BURGESS" cap found at the northeast corner of said Tract 1; said point being the southeast corner of Lot 84, Block 11, Creekside Phase 1, an addition to the City of Crowley as recorded in Cabinet A, Page 10073 of the Plat Records of Tarrant County, Texas; said point being in the west right-of-way line of Canoe Way (60-foot right-of-way);

THENCE, South 12 degrees 13 minutes 47 seconds West, with the east line of said Tract 1 and the west line of said Canoe Way, a distance of 795.54 feet to a point for corner at the north end of a corner clip;

THENCE, South 57 degrees 13 minutes 48 seconds West, continuing with the east line of said Tract 1 and the west line of said Canoe Way, a distance of 13.44 feet to a 5/8-inch iron rod with "CARTER BURGESS" cap found for corner at the south end of said corner clip; said point being in the north right-of-way line of F.M. 1187 (variable width right-of-way);

THENCE, with the south line of said Tract 1 and the north line of said F.M. 1187, the following three (3) courses and distances:

North 77 degrees 46 minutes 14 seconds West, a distance of 548.45 feet to a concrete monument found for corner;

North 74 degrees 54 minutes 29 seconds West, a distance of 100.12 feet to a concrete monument found for corner;

North 77 degrees 46 minutes 13 seconds West, a distance of 400.00 feet to a point at the southwest corner of said Tract 1; said point being the southeast corner of Lot 1X of said Block 11;

THENCE, North 13 degrees 54 minutes 28 seconds East, with the west line of said Tract 1, passing at a distance of 10.03 feet, a 5/8-inch iron rod with "CARTER BURGESS" cap found, continuing in all a total distance of 800.39 feet to a 5/8-inch iron rod found at the northwest corner of said Tract 1; said point being in the south line of Lot 46 of said Block 11;

THENCE, South 77 degrees 46 minutes 13 seconds East, with the north line of said Tract 1 and the south line of said Block 11, a distance of 1,034.51 feet to the POINT OF BEGINNING and containing an area of 19.284 acres or 840,026 square feet of land, more or less.

**EXHIBIT "B"**  
**DESCRIPTION OF IMPROVEMENTS**

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Paving, and Drainage Improvements to serve the Canoe Way – Tract 1 dated November 27, 2023 by Jaime Soria of BGE, Inc., as approved by the City Engineer dated November 28, 2023.

**EXHIBIT "C"**  
**DESCRIPTION OF INSPECTION FEE COSTS**

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

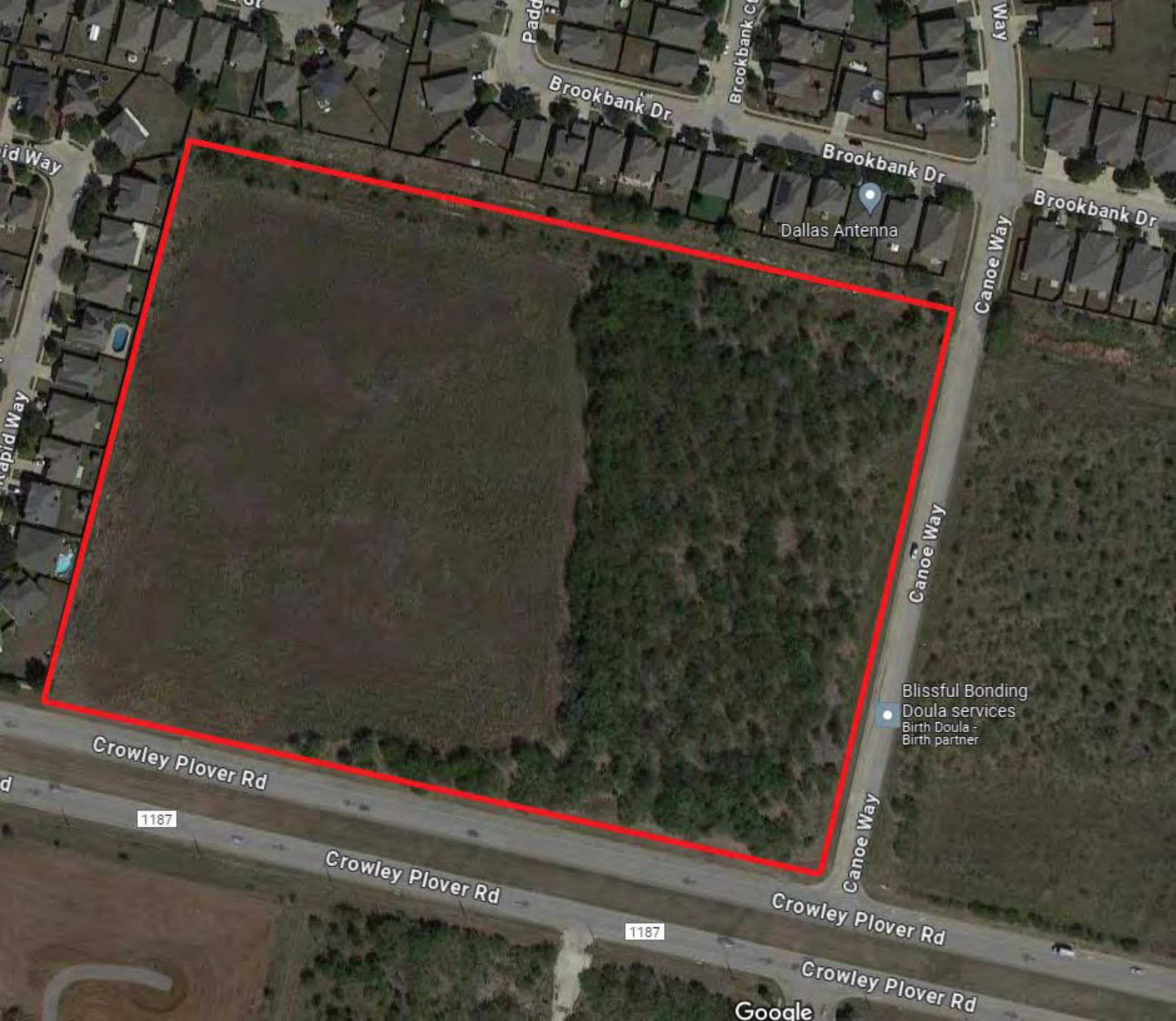
The Subdivision construction inspection fees, as listed in Section (22), “Other fees and charges for community development” of Appendix A, Schedule of Rates, Fees and Charges:

Review and Inspection (related to construction and improving infrastructure for a subdivision and its Lots:

**\$250.00** per hour

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

The City will send the Developer an invoice for time billed each month. The Developer will have five business days from the date on the invoice to remit payment. If payment is not received by the fifth business day, all work in the development will be stopped until payment is made.



Brookbank Dr

Brookbank Dr

Brookbank Dr

Dallas Antenna

Canoe Way

Blissful Bonding  
Doula services  
Birth Doula -  
Birth partner

Crowley Plover Rd

1187

Crowley Plover Rd

1187

Crowley Plover Rd

Crowley Plover Rd

Google