



**Agenda  
Crowley City Council  
June 5, 2025  
Regular Session - 7:00 PM**

**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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**Regular Session - June 5, 2025 - 7:00 PM**

**I. Call to Order and Roll Call**

**II. Invocation and Pledge of 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."

**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 May 15, 2025.

**IV. Public Hearings**

1. Hold a public hearing to discuss and consider an ordinance granting a franchise agreement to Waste Connections Lone Star Inc., for solid waste services for the collection of residential solid waste within the City of Crowley; providing a severability clause; and providing an effective date; and authorizing the City Manager or her designee to execute a formal agreement for the collection of residential municipal solid waste and recyclable materials within the City of Crowley, Texas.

**V. City Business**

1. Discuss and consider approving Ordinance 06-2025-563 an ordinance granting a franchise to Waste Connections Lone Star Inc. for solid waste services for the collection of residential solid waste within the City of Crowley; providing a severability clause; and providing an effective date; and authorizing the City Manager or her designee to execute a formal agreement for the collection of residential municipal solid waste and recyclable materials within the City of Crowley, Texas.
2. Discuss and consider approval of a preliminary plat for an approximately 5.8 acre tract in the R W Waggoner Survey Abstract No. 1618 to create Tractor Supply Crowley Addition, Block A Lot 1, requested by Vasquez Engineering. **Case # PP-2025-001.**
3. Discuss and consider approving a resolution R06-2025-455 to approve the bond issuance

for an improvement project within the Karis Municipal Management District of Tarrant County.

4. Discuss and consider approval of Resolution R06-2025-456 supporting the City's responsible portion of funding of the FM 731 Deer Creek Shared Use Path's grant application to the 2025 TXDOT Transportation Alternatives call for projects.
5. Discuss and consider approval of resolution R06-2025-457 supporting the City's responsible portion of funding of the FM 1187 to FM 731 to Teeter Park Shared Use Path's grant application to the 2025 TXDOT Transportation Alternatives call for projects.
6. Discuss and consider approving Ordinance 06-2025-564, an ordinance altering the speed limits established for vehicles operating on FM731/South Crowley Road, upon the basis of an engineering and traffic investigation conducted by the Texas Department of Transportation.
7. Set a date and time for a Public Hearing on the Crime Control and Prevention District 2025-26 Budget (June 19, 2025, 6:00 pm at Crowley City Hall).

#### **VI. Public Comment**

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

#### **VII. 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

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

#### **IX. 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.

#### **X. Adjournment**

I, the undersigned authority, do hereby certify that this Agenda of the Crowley City Council Regular meeting to be held on June 5, 2025 at 7:00 PM is a true and correct copy posted on May 30, 2025 at 6:00

pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

*Carol Konhauser*

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Carol C. Konhauser, City Secretary



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 for more information.



## City of Crowley, Texas City Council Agenda Report

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|--------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Presenter:</b>                                                                                      | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b>                                                                                     | <b>Agenda Item:</b> III.1.        |
| <b>Subject:</b> Discuss and consider approving the minutes from the regular meeting held May 15, 2025. |                                   |

### **Background:**

### **Recommendation:**

### **Financial Information:**

### **Attachments:**

1. 05152025 CC WS Minutes
2. 05152025 CC Regular Minutes

**MINUTES OF THE CITY COUNCIL WORK SESSION HELD MAY 15, 2025.** The City Council of the City of Crowley, Texas met in Work Session on Thursday, May 15, 2025, at 6:30 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

**Call to Order and Roll Call**

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

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Matt Foster, Mayor Billy Davis

City staff included:

City Manager, Lori Watson

Asst City Manager, Cristina Winner

Asst City Manager, Matt Elgin

City Attorney, Rob Allibon

Interim City Secretary, Asja Reyes

Fire Chief, Pleasant Brooks

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

Public Works Director, Mike Rocamontes

Director of Utilities, Randal Manus

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Absent:

Council Member Scott Gilbreath

**Non-Action Items for Discussion**

None

**Department Updates**

1. Annual presentation by Crowley Fire Department

Crowley Fire Chief Pleasant Brooks provided Council with a thorough presentation of the various Fire Department statistics, programs to implement and information on department vehicles.

**Consent Agenda**

1. Discuss and consider approving the minutes from the work session and regular meetings held on May 1, 2025.

No discussion

**City Business**

1. Discuss and take action on an Assignment and Assumption Agreement between Tom Mitchell/Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC AND Lennar Homes Texas Land and Construction, LTD, for the Mira Verde Phase 2 Addition.

No discussion

2. Discuss and consider approval of a request for a waiver (variance) from Sec. 98-38 Subdivision Regulations to allow grading prior to approval of a final plat, for approval of land clearing not for development purposes under zoning code Sec.106.92(C)(2). for approval of an amendment to the development agreement for Hunters Ridge phases 3 and 4A

No discussion

3. Discuss and consider adoption of Resolution R05-2025-453 declaring certain property used to fight fires as surplus to the City's needs, authorizing its donation pursuant to Article 3, Section 52i of the Texas Constitution and providing an effective date.

No discussion

4. Discuss and consider adoption of Resolution R05-2025-454 declaring certain property as surplus to the city's needs, authorizing its disposal and providing an effective date.

No discussion

5. Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.

No discussion

6. Discuss and consider authorizing the City Manager or her designee to enter into a professional services agreement with Innovative Transportation Services Inc.

No discussion

## **Adjournment**

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:51 p.m.

ATTEST:

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Billy Davis, Mayor

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Carol C. Konhauser, City Secretary

**MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD MAY 15, 2025.** The City Council of the City of Crowley, Texas met in Regular Session on Thursday, May 15, 2025, at 7:00 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

**Call to Order and Roll Call**

Mayor Billy Davis called the Regular Session to order at 7:02 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

Present were

Council Member Tina Pace, Council Member Jerry Beck, Council Member Jesse Johnson, Council Member Jim Hirth, Council Member Matt Foster, Mayor Billy Davis

City staff included:

City Manager, Lori Watson

Asst City Manager, Cristina Winner

Asst City Manager, Matt Elgin

City Attorney, Rob Allibon

City Secretary, Carol Konhauser

Fire Chief, Pleasant Brooks

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

Public Works Director, Mike Rocamontes

Director of Utilities, Randal Manus

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Absent:

Council Member Scott Gilbreath

**Invocation and Pledge of Allegiance to the American and Texas Flags**

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

**Presentations/Proclamations**

1. Proclamation Honoring Judge Darla Peevey for Her Retirement and 25 Years of Dedicated Service to the City of Crowley

Proclamation Honoring Judge Darla Peevey read by Mayor Billy Davis and presented to Judge Peevey's son, Rodney Cash, and family, for her Retirement and 25 Years of Service dedicated to the City of Crowley.

Representative from State Representative David Cook's Office read Proclamation Honoring Judge Darla Peevey for her service.

**Consent Agenda**

1. Discuss and consider approving the minutes from the work session and regular meetings held on May 1, 2025.

Council Member Jim Hirth made the motion to Approve the minutes from the May 1, 2025 council meetings; second by Council Member Pace, council voted unanimously to approve the motion as presented. Motion carried 6-0.

## **City Business**

1. Discuss and take action on an Assignment and Assumption Agreement between Tom Mitchell/Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC AND Lennar Homes Texas Land and Construction, LTD, for the Mira Verde Phase 2 Addition.

Council Member Mat Foster made the motion to Approve an Assignment and Assumption Agreement between Tom Mitchell/Crowley McCart Land Venture I, LLC and STM/MNM Land Venture I, LLC AND Lennar Homes Texas Land and Construction, LTD for the Mira Verde Phase 2 Addition; second by Council Member Tina Pace, council voted unanimously to approve the motion Contingent on all required documentation being provided. Motion carried 6-0.

2. Discuss and consider approval of a request for a waiver (variance) from Sec. 98-38 Subdivision Regulations to allow grading prior to approval of a final plat, for approval of land clearing not for development purposes under zoning code Sec.106.92(C)(2). for approval of an amendment to the development agreement for Hunters Ridge phases 3 and 4A

Council Member Jim Hirth made the motion to Approve the request for a waiver (variance) from Sec. 98-38 Subdivision Regulations to allow grading prior to approval of a final plat, for approval of land clearing not for development purposes under zoning Sec.106.92(C)(2). for approval of an amendment to the development agreement for Hunters Ridge phases 3 and 4A, Contingent on the developer obtaining the City's approval of the grading plans before starting any of the grading or tree removal work; second by Council Member Jerry Beck, council unanimously to approve the motion with contingency. Motion carried 6-0.

3. Discuss and consider adoption of Resolution R05-2025-453 declaring certain property used to fight fires as surplus to the City's needs, authorizing its donation pursuant to Article 3, Section 52i of the Texas Constitution and providing an effective date.

Council Member Jesse Johnson made the motion to approve the adoption of Resolution R05-2025-453 declaring certain property used to fight fires as surplus to the City's needs, authorizing its donation pursuant to Article 3, Section 52i of the Texas Constitution and providing an effective date, second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 6-0.

4. Discuss and consider adoption of Resolution R05-2025-454 declaring certain property as surplus to the city's needs, authorizing its disposal and providing an effective date.

Council Member Tina Pace made the motion to approve the adoption of Resolution R05-2025-454 declaring certain property as surplus to the City's needs, authorizing its disposal and providing an effective date; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 6-0.

5. Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.

Council Member Jesse Johnson made the motion to nominate and appoint Matt Foster as Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03, second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

6. Discuss and consider authorizing the City Manager or her designee to enter into a professional services agreement with Innovative Transportation Services Inc.

Council Member Matt Foster made the motion to authorize the City Manager, or her designee, to enter into a professional services agreement with Innovative Transportation Services Inc.; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 6-0.

### **Public Comment**

Terri Horn from the Crowley Area Chamber of Commerce (301 E Main Street, Suite C), introduced herself and reminded everyone about the following events in the month of May: Ribbon Cutting for Sal's Wheel and Tire on May 20th, 2025, Ribbon Cutting at Legacy Roofing and Contracting on May 21st, 2025, and 3rd Annual Clay Shoot at the Alpine Shooting Range on May 23rd, 2025.

### **Items of Community Interest**

None

### **Executive Session**

None

### **Reconvene and Take Action from Executive Session**

N/A

### **Adjournment**

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:28 p.m.

ATTEST:

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Billy Davis, Mayor

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Carol C. Konhauser, City Secretary



## City of Crowley, Texas City Council Agenda Report

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| <b>Presenter:</b> Cristina Winner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> City Secretary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item:</b> IV.1.         |
| <b>Subject:</b> Hold a public hearing to discuss and consider an ordinance granting a franchise agreement to Waste Connections Lone Star Inc., for solid waste services for the collection of residential solid waste within the City of Crowley; providing a severability clause; and providing an effective date; and authorizing the City Manager or her designee to execute a formal agreement for the collection of residential municipal solid waste and recyclable materials within the City of Crowley, Texas. |                                   |

### **Background:**

In accordance with the City Charter, the City Council will receive public input regarding a proposed ordinance granting a franchise agreement to Waste Connections. The ordinance would authorize the City Manager or her designee to execute a formal agreement for the exclusive collection of residential municipal solid waste and recyclable materials within the City of Crowley, Texas.

If approved, the five-year franchise agreement would take effect on June 1, 2025, and continue through May 31, 2030.

### **Recommendation:**

### **Financial Information:**

None

### **Attachments:**

None



## City of Crowley, Texas City Council Agenda Report

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| <b>Presenter:</b> Cristina Winner, Matt Elgin                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> Asst City Managers                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Agenda Item:</b> V.1.          |
| <b>Subject:</b> Discuss and consider approving Ordinance 06-2025-563 an ordinance granting a franchise to Waste Connections Lone Star Inc. for solid waste services for the collection of residential solid waste within the City of Crowley; providing a severability clause; and providing an effective date; and authorizing the City Manager or her designee to execute a formal agreement for the collection of residential municipal solid waste and recyclable materials within the City of Crowley, Texas. |                                   |

### **Background:**

Council will consider adopting an ordinance, in accordance with the City Charter, granting a franchise agreement to Waste Connections and authorizing the City Manager or her designee to execute a formal agreement for the collection of residential municipal solid waste and recyclable materials within the City of Crowley, Texas. If approved, this five-year exclusive franchise agreement with Waste Connections would become effective June 1, 2025, through May 31, 2030, for residential municipal solid waste and recycling services. Under this agreement, Waste Connections will provide twice-weekly solid waste pickup and once-weekly recycling for single-family homes. Residents will also receive twice-monthly bulky item and bundled brush collection, plus two free landfill drop-offs (up to one ton each) per year. Additional services include back-door collection for qualifying residents, semi-annual community cleanups, and free service for certain municipal facilities. Containers will be rolled out towards the end of June with the billing increase going into effect once all carts have been deployed.

### **Recommendation:**

### **Financial Information:**

The agreement sets the initial monthly residential rates at \$15.76 for trash and \$3.24 for recycling, with provisions for annual CPI-based increases and potential adjustments for disposal fees and regulatory changes.

The city retains billing responsibilities for residential customers, while Waste Connections may directly bill for extras like additional containers. The city charges \$1.00 administrative fee.

### **Attachments:**

1. Solid Waste Franchise Ordinance
2. 2025 Waste Connections Franchise Agreement

## **ORDINANCE NO. 06-2025-563**

### **AN ORDINANCE GRANTING A FRANCHISE TO WASTE CONNECTIONS LONE STAR, INC., FOR SOLID WASTE SERVICES FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE WITHIN THE CITY OF CROWLEY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City, in its desire to provide solid waste services, demands a firm or qualified professional organization that provides, but is not limited to, the following services:

- a. Efficient and economical residential curbside solid waste collection;
- b. Maximize sanitary and aesthetic living conditions for the citizens of the City;
- c. Maintain positive communications with the City;
- d. Collect and transport solid waste within the City to a designated disposal site; and

**WHEREAS**, the City Council has determined that the services, facilities, and equipment utilized by Waste Connections Lone Star, Inc. ("Waste Connections"), are sufficient to provide services, facilities, and equipment necessary to fulfill the current and future solid waste services of the City; and

**WHEREAS**, Waste Connections and the City desire to enter into a franchise agreement for residential solid waste services, attached hereto as **Exhibit "A;"** and

**WHEREAS**, the City Charter provides that the City Council may grant, renew or extend a franchise agreement by ordinance, after a public hearing; and

**WHEREAS**, the City Council held a public hearing on June 5, 2025, concerning this Ordinance and the franchise agreement with Waste Connections.

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

### **SECTION 1 FRANCHISE GRANTED**

The City hereby grants to Waste Connections the franchise, license and privilege to use the public streets, easements, and thoroughfares within the corporate limits of the City for the purpose of collecting, hauling, and disposing of residential solid waste, pursuant to the Franchise Agreement between the City and Waste Connections entered into and dated June 5, 2025, a copy of which is attached hereto as Exhibit "A" and incorporated herein (the "Agreement"), subject to the terms and conditions set forth in the Agreement and as allowed by state law.

## **SECTION 2 SEVERABILITY CLAUSE**

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or 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 invalid or unconstitutional phrase, clause, sentence, paragraph or section.

## **SECTION 3 EFFECTIVE DATE**

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

**PASSED AND APPROVED ON THIS 5<sup>th</sup> DAY OF JUNE, 2025.**

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

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

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
RESIDENTIAL MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
IN THE CITY OF CROWLEY, TEXAS**

**June 5, 2025**

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
RESIDENTIAL MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
IN THE CITY OF CROWLEY, TEXAS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of June 5, 2025 by and between **Waste Connections Lone Star, Inc.** (the “Service Provider”), and **the City of Crowley, Texas** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Residential Municipal Solid Waste and Recyclable Materials Waste (as such terms are defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Back Door Service** – Services provided to any single family residential unit that is inhabited by persons, all of whom are physically unable to place Municipal Solid Waste at the curbside and that generates and accumulates Municipal Solid Waste. The identities of the members of such a residential unit shall be certified by the City, and agreed to by the Service Provider.

**Bulky Items** - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items or White Goods that have been properly prepared for disposal in accordance with any instructions provided by Service Provider. Bulky Items does not include Construction and Demolition Waste or Excluded Waste.

**Bundled Brush** – Bundled Brush and tree limbs with individual bundles not measuring in excess of forty-eight (48) inches/four (4) feet in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings. Bundled Brush is limited to three (3) cubic yards twice per month per Residential Unit.

**Business Day** – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

**Construction and Demolition Waste** – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

**Customer** – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

**Excluded Waste** – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

**Hazardous Waste** – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

**Holidays** – The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Thanksgiving Day

(3) Christmas Day (December 25<sup>th</sup>).

**Landfill** – Any facility or area of land lawfully receiving Municipal Solid Waste or Construction and Demolition Waste for disposal.

**Municipal Facilities** – Only those specific municipal locations as set forth in this Agreement.

**Municipal Solid Waste** – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

**Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

**Residential Unit** – Any residential dwelling that is a Single-Family Residential Unit.

**Roll-Out or Container** – A Container with ninety-five (95) or (65) gallons of capacity.

**Single-Family Residential** – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Solid Waste** – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

**White Goods** – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Service Provider a contract and exclusive franchise, license, and privilege to collect, haul, and dispose from Residential Units all Municipal Solid Waste and Recyclable Materials within the corporate limits of the City, and City further hereby grants to

Service Provider a license and permit to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of the collection, hauling, and disposal of such Municipal Solid Waste and Recyclable Materials. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions) and provided Service Provider gives the City prior written notice, the Service Provider may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider. The rights granted by the City to Service Provider in this Agreement relate only to Residential Units, and the City grants no exclusive rights to Service Provider with respect to Commercial Units.

### **SECTION 3. OPERATIONS.**

A. Scope of Operations. The Service Provider will collect, haul and dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units (ii) placed within Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the Term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service

Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Residential Units, and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

#### **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.**

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Residential Units on a regular schedule of twice per week and will collect Recyclable Materials from Residential Units on a regular schedule of once per week; provided, that (i) such Municipal Solid Waste is placed in Containers provided by Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 6:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall collect all Municipal Solid Waste placed within the Roll-Out Containers provided by the Service Provider. The Service Provider will not be required to provide Service when Containers are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

C. Bulky Items and Bundled Brush Collection. The Service provider will collect Bulky Items and Bundled Brush from Residential Units on a regular schedule of twice per month; provided, that (i) the total volume of such Bulky Items is no more than three (3) cubic yards and (ii) such Bulky Items and Bundled Brush are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 6:00 a.m. on the scheduled collection day.

D. Landfill Access. During the Term of this Agreement, each Residential Unit shall be entitled to dispose of not more than one (1) ton of Municipal Solid Waste free of charge, two (2) times per calendar year at the Turkey Creek Landfill or such other landfill as the Service Provider may designate in its reasonable discretion.

E. Back Door Service. Notwithstanding anything to the contrary contained herein, provided that the Service Provider receives prior written notice of a special need for Back Door Service, the Service Provider agrees to collect Municipal Solid Waste placed in Containers accessible and left at the front of the Residential Unit either outside of the garage or at the front porch/walkway area (instead of being placed within five (5) feet of the curbside or right-of-way).

## **SECTION 5. SPECIAL COLLECTIONS AND SERVICES**

A. Semi-Annual Community Clean-Ups. At no additional cost to the City, the Service Provider will provide one (1) roll-off container to collect Municipal Solid Waste twice per year for cleanup events. The events shall be only for the residents of the City, and shall be scheduled for a time period agreed upon between the City and the Service Provider for the residents to bring unwanted items to discard (excluding Excluded Waste, tires and batteries). The City and Service Provider shall mutually agree upon the dates for the clean-up event and a central location for placement of the roll-off container.

B. Municipal Facilities. At no additional cost to the City, the Service Provider will provide one (1) roll off container to collect Solid Waste at the City's public works facility. Collection will take place as needed or upon request of the City during the Term of this Agreement.

## **SECTION 6. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word

“equipment” as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

## **SECTION 7. RATES AND FEES.**

The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached hereto and incorporated by reference.

## **SECTION 8. RATE ADJUSTMENTS.**

A. The rates set forth in this Agreement may be adjusted in accordance with the provisions of this Section 8. The Service Provider shall present to the City Council any proposed increases to the rates that exceed four percent (4%).

B. CPI-U Adjustment. On May 1, 2026 and each May 1 thereafter during the Term of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The “Prior Rolling Twelve Month Period” shall be the most recent twelve (12) month period for which the CPI-U is available on each May 1 of this Agreement. For purposes of this Agreement, the term “CPI-U” shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100).

C. Disposal and Governmental Fee Cost Adjustments. The Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the Services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes). The Service Provider shall present any proposed increases to the rates pursuant to this Section 8(C) on an annual basis.

D. Operating Cost Adjustments. At any time during the Term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with the Services under this Agreement not otherwise offset by any previous or other rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

## **SECTION 9. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

## **SECTION 10. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on June 1, 2025, 2025 and concluding on May 31, 2030 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, upon a performance review and approval by the City Council, the parties hereto may mutually agree to extend the Agreement for successive periods of one (1) year (each, a "Renewal Term," and together with the Initial Term, the "Term") up to an additional two (2) years.

## **SECTION 11. ENFORCEMENT.**

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein with respect to Residential Units. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Residential Units utilizing such Containers. To the maximum extent

allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

## **SECTION 12. PROCESSING, BILLING AND FEES.**

A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date. The City is solely responsible for invoicing and collecting payments from all Customers except for any extra services that the Service Provider outlines in Exhibit A.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Customer. Service Provider may, in its discretion, cease providing the Services to any service locations that are delinquent in payments.

## **SECTION 13. SPILLAGE.**

Unless the fault of the Service Provider, it is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider’s rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials. Should such excess Municipal Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require such Residential Units to increase the frequency of collection of such Municipal Solid Waste or Recyclable Materials, or

require the Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

#### **SECTION 14. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials.

B. Notice from a Residential Unit. In the event that the Service Provider fails to collect Municipal Solid Waste or Recyclable Materials from a Residential Unit without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials within one (1) Business Day of the Service Provider receiving written notice.

#### **SECTION 15. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the Term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

#### **SECTION 16. CUSTOMER SERVICE.**

The City shall field all inquiries and complaints relating to the collection, hauling, and disposal of Residential Solid Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. The Service Provider agrees to maintain an office with a primary contact and toll-free telephone number, as well as

service request forms for customer service issues such as changes in service, container repair requests, and missed collections.

#### **SECTION 17. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste or Recyclable Materials.

#### **SECTION 18. PAVEMENT.**

The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way solely caused by the weight of the equipment or vehicles, except to the extent resulting from the Service Provider's carelessness, negligence or willful misconduct.

#### **SECTION 19. INSURANCE COVERAGES.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

| <u>Coverage</u>                                   | <u>Limits of Liability</u>                                  |
|---------------------------------------------------|-------------------------------------------------------------|
| (1) Worker's Compensation                         | Statutory                                                   |
| (2) Employer's Liability                          | \$1,000,000                                                 |
| (3) Bodily Injury (except automobile)             | \$1,000,000 per occurrence;<br>\$2,000,000 in the aggregate |
| (4) Property Damage Liability (except automobile) | \$1,000,000 per occurrence;<br>\$2,000,000 in the aggregate |
| (5) Automobile Bodily Injury Liability            | \$1,000,000 per person;<br>\$2,000,000 per occurrence       |
| (6) Automobile Property Damage Liability          | \$1,000,000 per occurrence                                  |
| (7) Excess or Umbrella                            | \$1,000,000 per occurrence                                  |

Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section. The Service Provider shall provide updated certificates of insurance annually as necessary.

## **SECTION 20. INDEMNITY.**

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the "Indemnified Parties"), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) (collectively, the "Claims") to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

## **SECTION 21. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

## **SECTION 22. TERMINATION.**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective

ninety (90) days after receipt of such notice. There shall be no fee for an early termination in accordance with the terms of this Agreement.

**SECTION 23. FORCE MAJEURE.**

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 24. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof. Venue for any action arising under or pursuant to this Agreement shall lie exclusively in Tarrant County, Texas.

**SECTION 25. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

**SECTION 26. ATTORNEYS' FEES.** In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

**SECTION 27. SERVICE PROVIDER AS INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Service Provider is in all respects an independent contractor as to the work, duties, and rights granted herein, notwithstanding the fact that Service Provider is bound to follow the reasonable direction of designated City officials, and that neither Service Provider nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer, or employee of the City. This Agreement specifies the work to be done by Service Provider, but the method to be employed to accomplish this work shall be the exclusive responsibility of Service Provider, and under Service Provider's exclusive contract and right of control. The doctrine of respondent superior shall not apply between the City and Service Provider, or any of Service Provider's agents, servants, employees, or subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Service Provider.

**SECTION 28. NOTICES.** Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

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

If to the Service Provider:

Waste Connections Lone Star, Inc.  
4001 Old Denton Road  
Haltom, City, Texas 76117  
Attn: District Manager

With a Copy to:

Waste Connections  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380  
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

*(Remainder of page intentionally left blank.)*

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS  
AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN  
MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS 5<sup>th</sup> DAY OF JUNE 2025.

SERVICE PROVIDER:

WASTE CONNECTIONS LONE STAR, INC.

CITY:

CITY OF CROWLEY, TEXAS

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Lori Watson, City Manager

ATTEST:

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

**Exhibit A**  
**Rates and Service Levels**

**CITY OF CROWLEY**

**Rate Sheet**

**Effective July 2025 Billing**

**Residential Curbside Collection: \$15.76 per month, per Single-Family Residential Unit**

**Curbside Recycling: \$3.24 per month, per Single-Family Residential Unit**

**Residential Extra Trash Container: \$7.00 per month, per Single-Family Residential Unit**

**Residential is billed through the City**

**Commercial & Roll Off is Open Market**

**Residential extra containers or additional services to be billed directly by Service Provider to customer**



## City of Crowley, Texas City Council Agenda Report

|                                                                                                                                                                                                                                                                             |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Presenter:</b> Rachel Roberts                                                                                                                                                                                                                                            | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> Community Development                                                                                                                                                                                                                                    | <b>Agenda Item:</b> V.2.          |
| <b>Subject:</b> Discuss and consider approval of a preliminary plat for an approximately 5.8 acre tract in the R W Waggoner Survey Abstract No. 1618 to create Tractor Supply Crowley Addition, Block A Lot 1, requested by Vasquez Engineering. <b>Case # PP-2025-001.</b> |                                   |

### Background:

#### BACKGROUND AND OVERVIEW

|                                         |                                                                                                    |
|-----------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Request</b>                          | Preliminary plat for one lot for Tractor Supply                                                    |
| <b>Applicant</b>                        | Vasquez Engineering                                                                                |
| <b>Location</b>                         | On the south side of E FM 1187, between<br>Crowley Nursing and Rehabilitation and<br>Atwoods       |
| <b>Surrounding Zoning</b>               | General Commercial (GC), Office Commercial<br>(OC) in Crowley; residential on the Burleson<br>side |
| <b>Future Land Use Plan Designation</b> | Mixed-Use                                                                                          |
| <b>Staff Recommendation</b>             | Approve with conditions                                                                            |

#### BACKGROUND & CURRENT STATUS OF PROPERTY

This property is part of a larger tract on the south side of E FM 1187. Surrounding properties in the Crowley city limits are primarily General Commercial zoning, with a small amount of Office Commercial located nearby across 1187. The property abuts the Crowley-Burleson city limits line. Behind the property in Burleson is a single family residential neighborhood.

The plat is requested by Vasquez Engineering. The purpose of the plat is to create a lot for a future Tractor Supply.

#### STAFF REVIEW

##### *Comprehensive Land Use Plan*

The Future Land Use Plan classifies this property as **Mixed Use**.

The comprehensive land use plan classifies this property as Mixed Use. However, the property is zoned GC, and the use is permitted under that zoning district. Staff does not consider this to be a conflict with the comprehensive plan that would require denial of the plat.

##### *Development Requirements*

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

***Requirements from the Zoning Ordinance (Ch. 106)***

The plat conforms to all requirements from the zoning ordinance.

***Requirements from the Subdivision Regulations (Ch. 98)***

The plat drawing conforms to the requirements from the subdivision regulations. The related civil plans need some minor corrections.

***Public Works / Infrastructure Requirements (Technical Specifications)***

Public Works and Utilities Department staff have some remaining comments on the preliminary civil plans, but these do not affect the plat drawing. City staff are comfortable with a conditional approval. The civil plans will need to be corrected before the applicant can apply for a final plat.

**PLANNING & ZONING COMMISSION RECOMMENDATION**

The Planning & Zoning Commission considered this plat last month and recommended approval on the condition that the preliminary plans must be approved before submittal of a final plat application.

**ACTION BY THE CITY COUNCIL**

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

Approval: I make a motion to approve the request for a preliminary plat, Case # PP-2025-001.

Approval with Conditions: I make a motion to approve the request for a preliminary plat, Case # PP-2025-001, with the following conditions [list conditions].

Deny: I make a motion to deny the request for a preliminary plat, Case # PP-2025-001

**Recommendation:**

Staff recommend approval on the condition that the civil plans are approved prior to submittal of a final plat application.

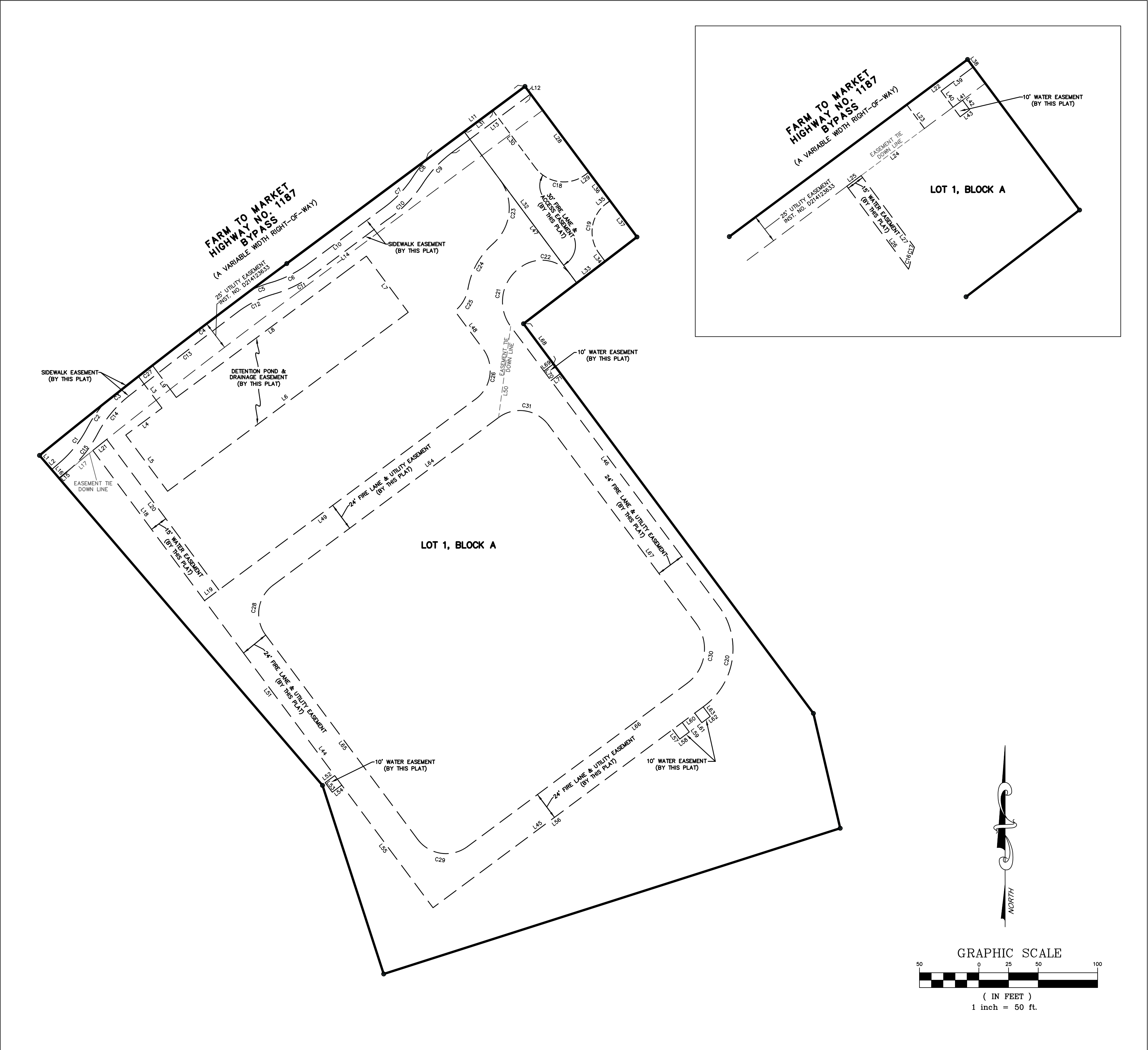
**Financial Information:**

**Attachments:**

1. PP-2025-001\_Preliminary Plat
2. Map 1\_aerial view
3. Map 2\_future land use plan
4. Map 3\_zoning
5. PP-2025-001 application



EASEMENT DETAIL FOR ANNOTATIONS & TAGS



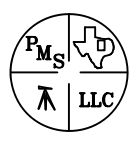
| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S 40°36'28" E | 15.68'   |
| L2         | N 49°23'32" E | 8.89'    |
| L3         | S 36°38'13" E | 33.26'   |
| L4         | S 53°21'47" W | 38.02'   |
| L5         | S 36°38'13" E | 59.00'   |
| L6         | N 53°21'47" E | 252.52'  |
| L7         | N 36°38'13" W | 59.00'   |
| L8         | S 53°21'47" W | 199.50'  |
| L9         | N 36°38'13" W | 33.62'   |
| L10        | N 53°21'47" E | 80.89'   |
| L11        | N 53°21'47" E | 103.94'  |
| L12        | S 36°38'27" E | 8.00'    |
| L13        | S 53°21'47" W | 83.25'   |
| L14        | S 53°15'38" W | 75.49'   |
| L15        | S 49°23'32" W | 8.88'    |
| L16        | N 40°36'28" W | 10.00'   |
| L17        | N 50°11'02" E | 27.93'   |
| L18        | S 36°38'13" E | 157.62'  |
| L19        | N 53°21'47" E | 15.00'   |
| L20        | N 36°38'13" W | 158.16'  |
| L21        | S 51°17'52" W | 15.01'   |
| L22        | S 53°21'47" W | 63.81'   |
| L23        | S 36°38'13" E | 25.00'   |
| L24        | S 53°21'47" W | 66.46'   |
| L25        | S 53°21'47" W | 15.00'   |
| L26        | S 36°38'13" E | 86.99'   |
| L27        | N 36°38'13" W | 75.23'   |
| L28        | S 36°38'27" E | 90.01'   |
| L29        | S 53°21'47" W | 3.82'    |
| L30        | N 36°38'13" W | 60.01'   |
| L31        | S 53°21'47" W | 30.00'   |
| L32        | S 36°38'13" E | 158.87'  |
| L33        | N 52°35'40" E | 30.00'   |
| L34        | N 36°38'13" W | 8.46'    |
| L35        | N 53°21'47" E | 3.82'    |
| L36        | N 36°38'27" W | 30.00'   |
| L37        | S 36°38'27" E | 38.01'   |
| L38        | S 36°38'27" E | 8.00'    |
| L39        | S 53°21'47" W | 33.81'   |
| L40        | S 36°38'13" E | 17.00'   |
| L41        | N 53°21'47" E | 10.00'   |
| L42        | S 36°38'13" E | 10.00'   |
| L43        | S 53°21'47" W | 10.00'   |
| L44        | S 36°38'13" E | 322.33'  |
| L45        | N 53°21'47" E | 284.67'  |
| L46        | N 36°38'13" W | 293.83'  |
| L47        | N 36°38'13" W | 99.65'   |
| L48        | S 36°38'13" E | 40.01'   |
| L49        | S 53°21'47" W | 284.67'  |
| L50        | S 07°34'55" W | 77.43'   |
| L51        | S 36°38'13" E | 183.64'  |
| L52        | S 53°21'47" W | 10.00'   |
| L53        | S 36°38'13" E | 10.00'   |
| L54        | N 53°21'47" E | 10.00'   |
| L55        | S 36°38'13" E | 128.70'  |
| L56        | N 53°21'47" E | 251.50'  |
| L57        | S 36°38'13" E | 10.01'   |
| L58        | N 53°21'47" E | 10.00'   |
| L59        | N 36°38'13" W | 10.01'   |
| L60        | N 53°21'47" E | 13.17'   |
| L61        | S 36°38'13" E | 10.01'   |
| L62        | N 53°21'47" E | 8.83'    |
| L63        | N 36°38'13" W | 10.00'   |
| L64        | S 53°21'47" W | 236.67'  |
| L65        | S 36°38'13" E | 214.33'  |
| L66        | N 53°21'47" E | 230.67'  |
| L67        | N 36°38'13" W | 207.33'  |
| L68        | S 36°38'27" E | 42.27'   |
| L69        | S 53°21'47" W | 10.00'   |
| L70        | S 36°38'13" E | 10.00'   |
| L71        | N 53°21'47" E | 10.00'   |

| CURVE TABLE |          |            |              |               |
|-------------|----------|------------|--------------|---------------|
| CURVE       | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
| C1          | 98.00'   | 37.48'     | 37.25'       | N 38°30'59" E |
| C2          | 108.00'  | 24.59'     | 24.54'       | S 34°05'00" W |
| C3          | 5604.58' | 37.44'     | 37.44'       | S 51°44'04" W |
| C4          | 5604.58' | 104.71'    | 104.71'      | S 52°36'52" W |
| C5          | 102.00'  | 17.13'     | 17.11'       | S 69°13'22" W |
| C6          | 98.00'   | 35.36'     | 35.16'       | N 63°41'55" E |
| C7          | 98.00'   | 35.00'     | 34.82'       | N 43°07'53" E |
| C8          | 108.00'  | 17.76'     | 17.74'       | S 37°36'34" W |
| C9          | 98.00'   | 35.00'     | 34.82'       | S 43°07'53" W |
| C10         | 108.00'  | 43.98'     | 43.67'       | N 44°33'51" E |
| C11         | 106.95'  | 38.97'     | 38.75'       | N 63°41'55" E |
| C12         | 91.12'   | 33.87'     | 33.68'       | S 63°29'18" W |
| C13         | 5596.58' | 115.83'    | 115.82'      | S 52°20'59" W |
| C14         | 98.00'   | 41.38'     | 41.08'       | S 39°39'32" W |
| C15         | 108.00'  | 41.30'     | 41.05'       | N 38°30'56" E |
| C16         | 30.00'   | 6.30'      | 6.29'        | N 15°31'42" E |
| C17         | 65.00'   | 12.79'     | 12.77'       | S 15°08'51" W |
| C18         | 30.00'   | 47.12'     | 42.43'       | S 81°38'13" E |
| C19         | 30.00'   | 47.12'     | 42.43'       | S 08°21'47" W |
| C20         | 60.00'   | 94.25'     | 84.85'       | N 08°21'47" E |
| C21         | 35.00'   | 56.45'     | 50.54'       | S 09°31'55" W |
| C22         | 30.00'   | 47.12'     | 42.43'       | N 81°38'13" W |
| C23         | 40.00'   | 59.57'     | 54.22'       | N 06°01'48" E |
| C24         | 65.00'   | 44.46'     | 43.59'       | S 29°06'13" W |
| C25         | 30.00'   | 22.14'     | 21.65'       | N 30°39'26" E |
| C26         | 30.00'   | 47.12'     | 42.43'       | N 08°21'47" E |
| C27         | 5604.58' | 15.00'     | 15.00'       | S 52°00'10" W |
| C28         | 30.00'   | 47.12'     | 42.43'       | S 08°21'47" W |
| C29         | 30.00'   | 47.12'     | 42.43'       | S 81°38'13" E |
| C30         | 36.00'   | 56.55'     | 50.91'       | N 08°21'47" E |
| C31         | 30.00'   | 48.13'     | 43.14'       | N 80°41'51" W |

PRELIMINARY PLAT  
TRACTOR SUPPLY CROWLEY ADDITION  
LOT 1, BLOCK A

BEING 5.752 ACRES SITUATED IN  
WAGGONER SURVEY, ABSTRACT NO. 1618  
CITY OF CROWLEY, TARRANT COUNTY, TEXAS  
ZONED: "GC" GENERAL COMMERCIAL

ENGINEER:  
VASQUEZ ENGINEERING, LLC  
1919 S. SHILOH ROAD, SUITE 440  
GARLAND, TEXAS 75042  
972-278-2948  
JVASQUEZ@VASQUEZENGINEERING.COM  
OWNER:  
TEXAS MESA VISTA 2000 LTD  
PO BOX 884  
MANSFIELD, TEXAS 76063  
NAME:  
PHONE:  
EMAIL:

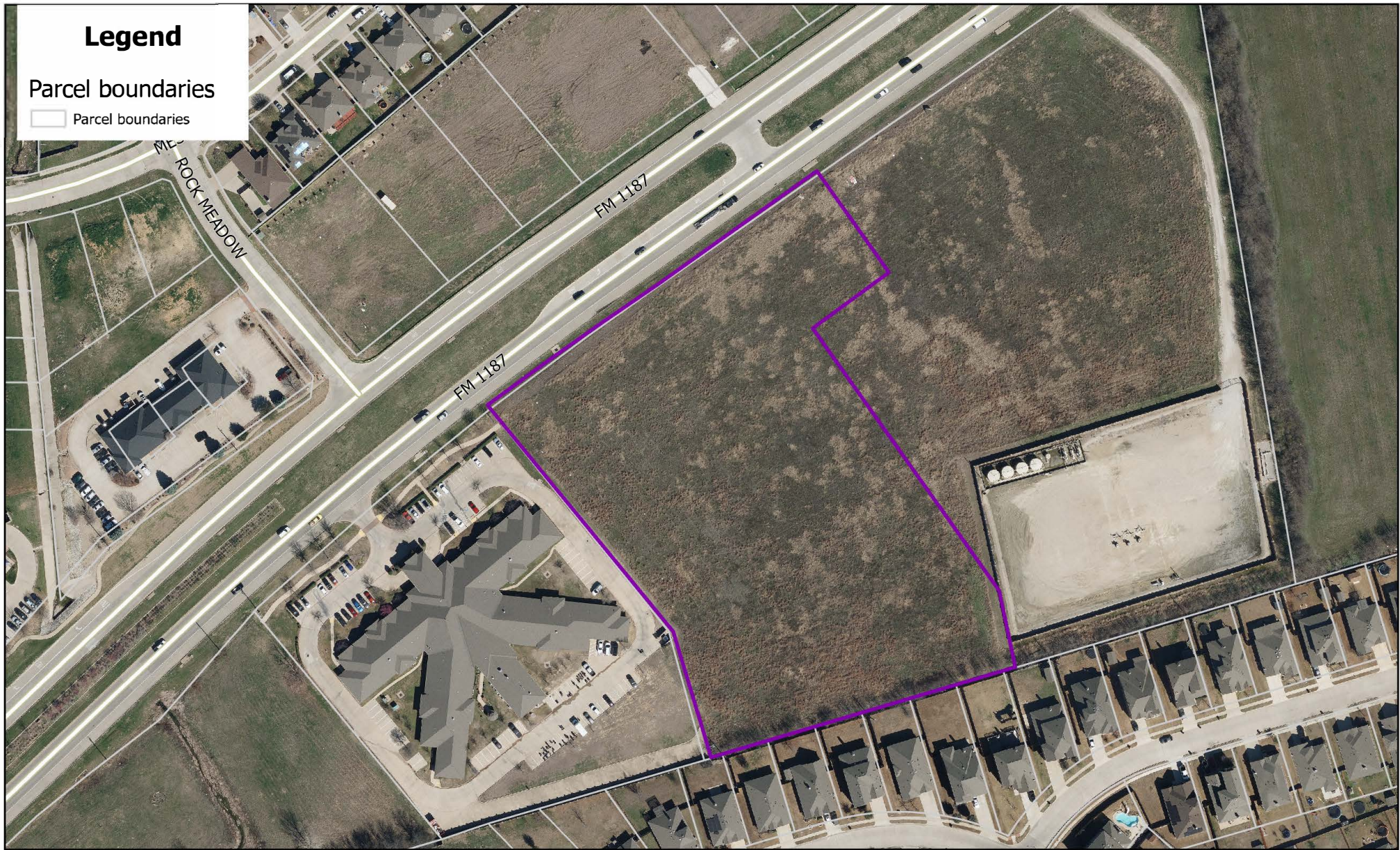
|                       |                                                                                       |  |   |       |
|-----------------------|---------------------------------------------------------------------------------------|--|---|-------|
| JOB NO.: 23-1006      | PEISER & MANKIN SURVEYING, LLC                                                        |  |   | SHEET |
| DATE: 4/4/2025        | www.peisersurveying.com                                                               |  |   |       |
| REV: 4/28/2025        |  |  |   | 2     |
| FIELD DATE: 3/28/2025 |                                                                                       |  |   |       |
| SCALE: 1" = 50'       | 1612 HART STREET<br>SUITE 201<br>SOUTH LAKE, TEXAS 76092                              |  |   | OF    |
| FIELD: A.R.M.         | COMMERCIAL<br>RESIDENTIAL<br>BOUNDARIES<br>TOPOGRAPHY<br>MORTGAGE                     |  |   |       |
| DRAWN: J.M.N.         | FIRM No. 100999-00                                                                    |  | 2 |       |
| CHECKED: T.R.M.       | tmankin@peisersurveying.com                                                           |  |   |       |



# Legend

Parcel boundaries

Parcel boundaries



5/5/2025

## PP-2025-001 Tractor Supply Addition Aerial View Showing Location

0 160 320 Feet



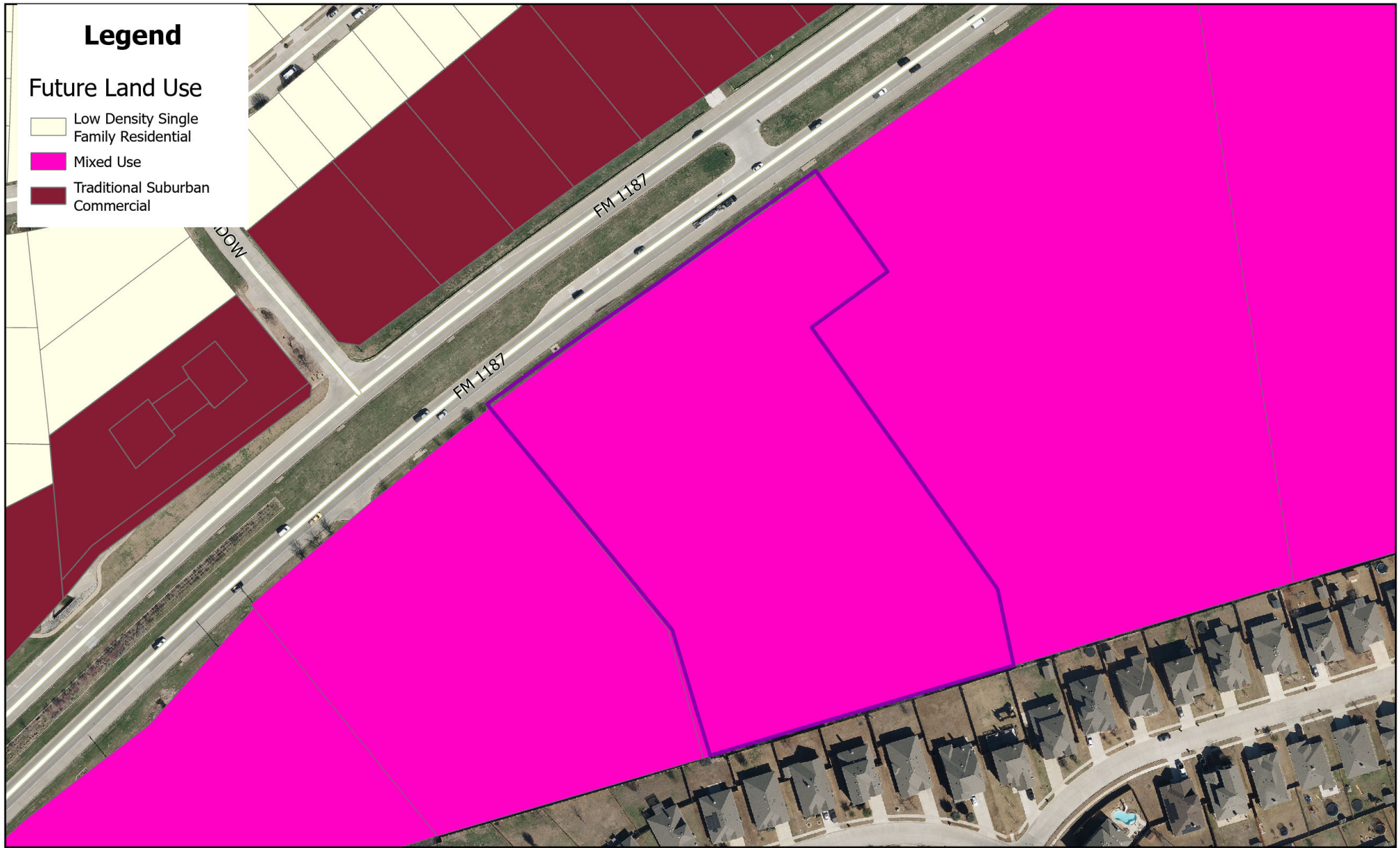
### DISCLAIMER

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

### Future Land Use

-  Low Density Single Family Residential
-  Mixed Use
-  Traditional Suburban Commercial



5/5/2025

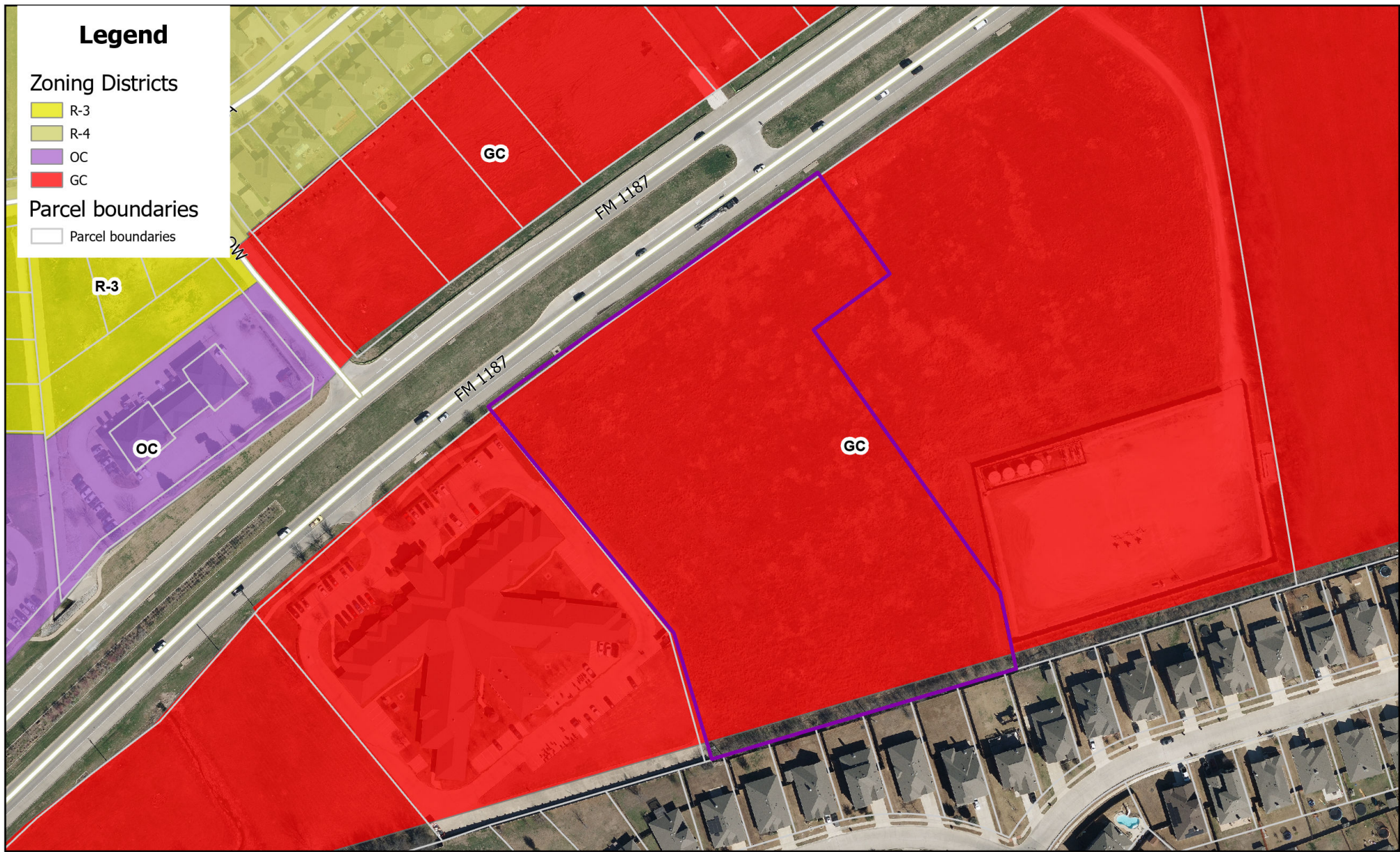
### PP-2025-001 Tractor Supply Addition Future Land Use Plan

0 160 320 Feet



#### DISCLAIMER

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5/5/2025

PP-2025-001  
Tractor Supply Addition  
Zoning

0 160 320 Feet



DISCLAIMER

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**CITY OF CROWLEY**  
**Plat Application**  
Community Development Department

Case # PP-2025-001  
(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. ~~Official tax certificates~~ (one for each parcel) and applicable fees must be included with the plat application. ~~Incomplete applications will not be processed.~~

**Select the applicable plat type below:**

- ☒ Preliminary Plat      ☐ Minor Plat      ☐ Final Plat  
☐ Amending Plat      ☐ Replat      ☐ Vacating Plat

**Property Information**

Project Name: Tractor Supply - Crowley  
Project Address: N. of and directly adjacent to 900 FM 1187 E  
Survey/ Abstract, Tract(s): Waggoner Survey, Abstract #1618  
Addition, Block, Lots: Tractor Supply Crowley Addition, Block A, Lot 1  
Project Description: Plat for new Tractor Supply Development  
Gross Acreage: 5.752      Zoning District: GC  
Number of Lots Proposed: 1

**Applicant & Owner Information**

Applicant Name: Juan Vasquez      Company: Vasquez Engineering LLC  
Applicant Address: 1919 S Shiloh Road, #440      City: Garland      TX  
ZIP Code: 75042      Telephone No: 972-278-2948      Email:  
Application Status (check one)      ☐ Owner      ☒ Representative      ☐ Tenant      ☐ Prospective Buyer

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

Property Owner: Texas Mesa Vista 2000 LTD - Peter Thomas  
Applicant Address: P.O. Box 939      City: Burleson  
ZIP Code: 76097      Telephone No: 817-233-0194      Email:

**Information required for the approval of Developer's Agreement**

Developer (Legal name of the company entering into the agreement): Crowley WF, LLC

Name and title of the authorized representative who will sign the agreement: Houston B. Clark  
Company's Address: 2611 Harrison #900      City: Wichita Falls  
ZIP Code: 76308      Telephone No: 940-767-0050      Email:

## Plat Application (cont.)

Developer: Crowley WF, LLC (Robert Parrish)

Address: 2611 Harrison #900

City: Wichita Falls

State: TX

ZIP Code: 76308

Telephone No: 817-998-6365

Email: \_\_\_\_\_

Engineer: Vasquez Engineering, LLC (Juan J Vasquez)

Address: 1919 S Shiloh Road, Suite 440

City: Garland

State: TX

ZIP Code: 75042

Telephone No: 972-278-2948

Email: \_\_\_\_\_

Surveyor: Peiser & Mankin Surveying, LLC (Tim Mankin)

Address: 1612 Hart Street, Suite 201

City: Southlake

State: TX

ZIP Code: 76092

Telephone No: 817-481-1806

Email: \_\_\_\_\_

Land Planner: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email: \_\_\_\_\_

### Point of Contact (if applicant is not the point of contact)

Name: Vasquez Engineering LLC (Juan J. Vasquez)

Address: 1919 S. Shiloh Road, Suite 440

City: Garland

State: TX

ZIP Code: 75042

Telephone No: 972-278-2948

Email: \_\_\_\_\_

### Acknowledgement

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

**\*If the applicant is not the property owner, the property owner must sign the application or submit a notarized letter of authorization.**

SIGNATURE OF APPLICANT (SIGN AND PRINT OR TYPE YOUR NAME)

PRINTED NAME: Juan Vasquez

SIGNATURE: \_\_\_\_\_

DATE: 4/10/25

SIGNATURE OF PROPERTY OWNER IF NOT APPLICANT:

PRINTED NAME: Peter Thomas

SIGNATURE: \_\_\_\_\_

DATE: 4/10/25

(Letter of authorization required if signature is other than property owner)

**\*\*The property owner must sign the application or submit a notarized letter of authorization.**

### For Office Use Only

MyGov Project # \_\_\_\_\_

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

Total Fee: \$ \_\_\_\_\_

Date of Payment: \_\_\_\_\_

Accepted By: \_\_\_\_\_



## City of Crowley, Texas City Council Agenda Report

|                                                                                                                                                                                                    |                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Presenter:</b> Matt Elgin                                                                                                                                                                       | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> Asst City Managers                                                                                                                                                              | <b>Agenda Item:</b> V.3.          |
| <b>Subject:</b> Discuss and consider approving a resolution R06-2025-455 to approve the bond issuance for an improvement project within the Karis Municipal Management District of Tarrant County. |                                   |

### **Background:**

The Karis Municipal Management District (MMD) is seeking the issuance of MMD unlimited tax roads bonds.

Under section 375.207(a), of the Texas Local Government Code, the MMD is required to obtain the approval of the governing body of the City before the issuance of bonds for an improvement project.

The MMD is preparing to issue its first series of unlimited tax bonds seeking to fund roadway and paving areas to serve portions of Phase 1 within the District. The MMD attorney has submitted constructing and financing costs of the improvements that constitute an approximate aggregate principal amount of \$2,895,000. City staff have worked with the developer to review and approve the various improvement plans and specifications for Phase 1.

### **Recommendation:**

Staff recommends approval of the resolution as presented; Council consideration is respectfully requested.

### **Financial Information:**

Approval of the resolution does not affect the budget.

### **Attachments:**

1. Resolution - Karis Roads 2025
2. Road Bond 2025 Cost Summary Road Bond 1 Karis MMD - Updated BIR
3. KARIS PH1- PAVING Illustrated

RESOLUTION NO. R06-2025-455

RESOLUTION REGARDING APPROVAL OF BOND ISSUANCE  
AND PLANS AND SPECIFICATIONS OF AN IMPROVEMENT PROJECT

WHEREAS, Karis Municipal Management District of Tarrant County (the "District") is a municipal management district created under and operating pursuant to the provisions of Chapter 375, Texas Local Government Code; and

WHEREAS, the District is located wholly within the corporate limits of the City of Crowley, Texas (the "City"); and

WHEREAS, Section 375.207(a), Texas Local Government Code, requires the District to obtain the approval of the governing body of the City for bond issues for an improvement project and the plans and specifications of an improvement project financed by such bond issue before those bonds may be issued; and

WHEREAS, the District is in the process of issuing its Unlimited Tax Road Bonds, Series 2025 (the "Bonds"), in an approximate aggregate principal amount of \$2,895,000; and

WHEREAS, City staff heretofore have approved the plans and specifications of the improvement project (the "Project") proposed to be financed by the Bonds, which consists of roads and streets and improvements in aid thereof to serve Karis, Phases 1A, 1B and 1C; and

WHEREAS, the City, the District, The Nehemiah, L.L.C., and the Board of Directors of Reinvestment Zone Number One, City of Crowley, Texas, have entered into a Project Finance and Operating Agreement (the "Project Agreement"), effective January 21, 2021; and

WHEREAS, the District has requested that the City provide its approval for the issuance of the Bonds, and the City has indicated its intent to provide such approval and its formal approval of the plans and specifications of the Project.

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

1. The above recitals are found to be true and correct and are incorporated herein for all purposes.

2. The sale and issuance of the Bonds by the District and the plans and specifications of the Project hereby are approved by the City Council as the governing body of the City.

3. The approvals herein provided are intended to constitute municipal approval as required under Section 375.207, Texas Local Government Code.

4. The City hereby confirms its approval under the Project Agreement of the use of Available District TIRZ Revenue (as defined in the Project Agreement) as security for the Bonds.

*[Execution Page Follows]*

THIS RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
CROWLEY, TEXAS, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Secretary

[CITY SEAL]

CERTIFICATE

THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF TARRANT               §

I, the undersigned City Secretary of the City of Crowley (the "City"), hereby certify as follows:

1.       The City Council of the City convened in regular session on \_\_\_\_\_, 2025, at the City Hall of the City, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

|                               |                                 |
|-------------------------------|---------------------------------|
| Mayor Billy Davis, Mayor      | Council Member, Matt Foster     |
| Council Member, Tina Pace     | Council Member, Scott Gilbreath |
| Council Member, Jerry Beck    |                                 |
| Council Member, Jesse Johnson |                                 |
| Council Member, Jim Hirth     |                                 |

and all of said persons were present except for \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, a written

RESOLUTION NO. \_\_\_\_\_ REGARDING APPROVAL OF BOND  
ISSUANCE AND PLANS AND SPECIFICATIONS OF AN IMPROVEMENT DISTRICT

was introduced for consideration. It was then duly moved and seconded that the ordinance be adopted, and, after due discussion, the motion, carrying with it the adoption of the ordinance, prevailed and carried by:

\_\_\_\_\_ Voted "For"                   \_\_\_ Voted "Against"                   \_\_\_ Abstained

2.       A true, full, and correct copy of the aforesaid approved item described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Council's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the item would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED on \_\_\_\_\_.

\_\_\_\_\_  
Carol Konhauser  
City Secretary, City of Crowley

(SEAL)

**Karis MMD  
Road Bond Issue No. 1  
SUMMARY OF COSTS**

|                                                | <u>Total</u>        | <u>District Share</u><br><u>100%</u> |
|------------------------------------------------|---------------------|--------------------------------------|
| <b>A. CONSTRUCTION COSTS</b>                   |                     |                                      |
| 1. Phase 1 Paving                              | \$ 7,560,386        | \$ 2,128,329 <sup>(1)</sup>          |
| <b>TOTAL CONSTRUCTION COSTS (73.7% of BIR)</b> | <b>\$ 7,560,386</b> | <b>\$ 2,128,329</b>                  |
| <b>NON-CONSTRUCTION COSTS</b>                  |                     |                                      |
| A. Legal Fees (3.0%)                           |                     | \$ 87,375 <sup>(2)</sup>             |
| B. Fiscal Agent Fees (2.0%)                    |                     | \$ 57,900 <sup>(3)</sup>             |
| C. Interest                                    |                     |                                      |
| 1. Capitalized Interest (18 Months at 5.0%)    |                     | \$ 217,125                           |
| 2. Developer Interest                          |                     | \$ 275,016                           |
| D. Underwriter's Discount (3.0%)               |                     | \$ 86,850                            |
| E. Bond Issuance Expense                       |                     | \$ 27,929 <sup>(4)</sup>             |
| F. Bond Engineering Fee                        |                     | \$ 11,580 <sup>(5)</sup>             |
| G. Attorney General's Fee (0.1% of BIR)        |                     | \$ 2,895                             |
| <b>TOTAL NON-CONSTRUCTION COSTS</b>            |                     | <b>\$ 766,670</b>                    |
| <b>TOTAL BOND ISSUE REQUIREMENT</b>            |                     | <b>\$ 2,895,000</b>                  |

(1) Due to bond amount limitations, only a portion of the construction costs are included in this application. The construction costs and all engineering costs will be included in the future.

(2) Legal Fees are 3.0% for the first \$3,000,000, plus 2.5% of the next \$2,000,000, plus 2.0% of the next \$10,000,000, plus 1.5% of the next \$10,000,000, plus 1.0% of the next \$10,000,000, plus 0.5% of the amount over \$35,000,000.

(3) Fiscal Agent fees of 2.0% for first \$7,500,000, 1.75% of amounts from \$7,500,001 to \$12,500,000, and 1.5% of amounts over \$12,500,001 to \$20,000,000, 1% for amounts over \$20,000,000.

(4) Issuance expenses for the bonds include \$10,000 for Disclosure Counsel; \$12,000 for a reimbursement audit; \$3,000 for Official Statement Preparation; plus Research, Travel, Printing, Distribution and Misc.

(5) Bond engineering fees of 0.4% of the first \$5,000,000 of bond amount, 0.15% for next \$10,000,000, and 0.05% above \$15,000,000.

LEGEND:  
ALLEY/ROAD PAVING

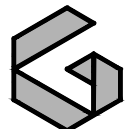
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DOCUMENT NO. D221088914  
C.C.R.T.C.T.  
ZONED: PD

TRACT 1  
CH TNC KARIS INVESTMENTS, LLC  
DOCUMENT NO. D221088914  
C.C.R.T.C.T.  
ZONED: PD

TRACT 2  
CH TNC KARIS INVESTMENTS, LLC  
DOCUMENT NO. D221088914  
C.C.R.T.C.T.  
ZONED: PD

TRACT 2  
CH TNC KARIS INVESTMENTS, LLC  
DOCUMENT NO. D221088914  
C.C.R.T.C.T.  
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TRACT 2  
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C.C.R.T.C.T.  
ZONED: PD



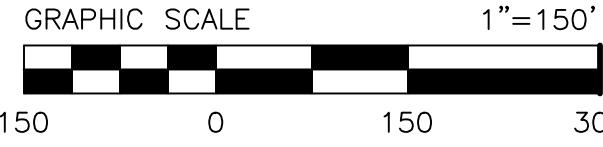
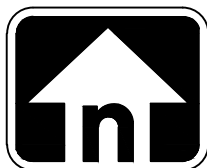
**GRAHAM ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
600 SIX FLAGS DRIVE, SUITE 500  
ARLINGTON, TEXAS 76011 (817) 640-8535  
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

TNC

CITY OF CROWLEY  
TARRANT COUNTY, TEXAS

**KARIS**  
EXHIBIT

PHASE 1 - PAVING



DRAWN BY: GAI  
DATE: 4/24/2025  
PROJECT NO.: 2760  
SHEET 1 OF 1  
SHEET #: 1



## City of Crowley, Texas City Council Agenda Report

|                                                                                                                                                                                                                                                             |                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Presenter:</b> Matt Elgin                                                                                                                                                                                                                                | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> Asst City Managers                                                                                                                                                                                                                       | <b>Agenda Item:</b> V.4.          |
| <b>Subject:</b> Discuss and consider approval of Resolution R06-2025-456 supporting the City's responsible portion of funding of the FM 731 Deer Creek Shared Use Path's grant application to the 2025 TxDOT Transportation Alternatives call for projects. |                                   |

### **Background:**

Texas Department of Transportation (TxDOT) has recently extended the City of Crowley's grant application to the next step in the project award process. In January 2025 staff worked with Teague, Nall and Perkins to submit a preliminary grant application for a 1.9 mile shared use path to the 2025 TxDOT call for projects. In April 2025, TxDOT notified City staff that our application had moved from the preliminary application to the detail application status. The submission deadline for the detailed application is June 20, 2025.

The next phase requires additional project support/sponsorship elements. One of those required supporting documents is a resolution from the City Council affirming support for the project.

This is a high level concurrence from Council that if the project is awarded that the City Council would assume the financial responsibility for any of the project design costs and project overruns outside of the funds being provided by the TxDOT grant.

The City of Crowley qualifies for Transportation Development Credits (TDC) for this grant opportunity. This eligibility removes the need for the City to provide a 20% project match. The financial obligation the City would be responsible for would be the planning designs, construction plans and specifications and any other costs outside of the construction costs awarded by TxDOT.

If the grant is awarded staff will work with TxDOT staff on an Advanced Funding Agreement (A.F.A.) and return to Council with more details on the project.

### **Recommendation:**

Staff have continuously worked with Teague, Nall and Perkins on the grant application and respectfully requests the Council's approval of the resolution as presented.

### **Financial Information:**

The City Manager will identify the funding source for this project if the detailed application is accepted and the grant is awarded to the City of Crowley.

### **Attachments:**

1. RESOLUTION 731 Connector

2. Crowley Deer Creek - transportation-alternatives-preliminary-application
3. FM 731 SUP Map
4. Crowley Deer Creek - Cost Estimate
5. TxDOT 2025 TA-TDC Eligibility

**RESOLUTION NO. R06-2025-456**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY,  
SUPPORTING THE FM 731 DEER CREEK CONNECTOR SHARED USE  
PATH'S APPLICATION TO THE TEXAS DEPARTMENT OF  
TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-  
ASIDE (TA) CALL FOR PROJECTS**

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

**WHEREAS**, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

**WHEREAS**, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Crowley would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

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

The City Council of the City of Crowley supports funding this project(s) as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Crowley is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

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

**DULY PASSED AND APPROVED** by majority vote of all members of the City Council of the City of Crowley, Texas, at a regular meeting of the City Council held on the 5<sup>th</sup> day of June, 2025.

---

Billy Davis, Mayor

ATTEST:

---

Carol Konhauser, City Secretary



# 2025 Transportation Alternatives (TA) Call for Projects

## Preliminary Application (PA)

Deadline to Submit PA: February 21, 2025

### Project Sponsor

[Link to PA Instructions](#)

#### 1. Contact information

Local Government/Project Sponsor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Office Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Other partnering entities: \_\_\_\_\_

#### 2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: \_\_\_\_\_ Population size: \_\_\_\_\_

#### 3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)?

☐ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)?

☐ Yes ☐ No

### Project Information

#### 4. Project name: \_\_\_\_\_

Be concise and logical.

#### 5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

- |                                                                               |                                                                                                     |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Bikeway improvements                                 | <input type="checkbox"/> Other bicycle, pedestrian, or micromobility infrastructure installations   |
| <input type="checkbox"/> Shared use path improvements                         | <input type="checkbox"/> Boulevard improvements to enhance pedestrian, bicyclist and transit access |
| <input type="checkbox"/> Pedestrian improvements                              | <input type="checkbox"/> Other _____                                                                |
| <input type="checkbox"/> Improvements for non-motorized transportation safety |                                                                                                     |
| <input type="checkbox"/> Planning document                                    |                                                                                                     |

#### 6. Project location

Projects may include multiple project locations; select all types that apply.

- |                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> On/along a TxDOT maintained roadway        | <input type="checkbox"/> On/along a non-TxDOT roadway |
| <input type="checkbox"/> Not within the right-of-way of any roadway |                                                       |

#### 7. Provide a Google map link: \_\_\_\_\_

See PA instructions for recommended tutorial links and minimum requirements.

## 8. Preliminary Scope of Work

Briefly describe the project, including project location, limits, facility type, and width. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

## 9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application. Please refer to the [Project Category Decision Tree](#) for additional assistance.

|                                                                                                                                                                                                  |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| COMMUNITY BASED – preliminary engineering and construction activities.                                                                                                                           | <input type="checkbox"/> |
| LARGE SCALE – preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.                                                                | <input type="checkbox"/> |
| NETWORK ENHANCEMENTS – light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.                                                 | <input type="checkbox"/> |
| NON-INFRASTRUCTURE – planning documents to assist communities of any size develop non-motorized transportation networks                                                                          | <input type="checkbox"/> |
| <i>NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.</i> |                          |

## 10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document/conceptual design:  
(Non-infrastructure projects only) \_\_\_\_\_

Estimated cost to prepare construction plans, specifications, and estimates: \_\_\_\_\_

Estimated cost to prepare environmental documentation: \_\_\_\_\_

Estimated cost to acquire right-of-way: \_\_\_\_\_

Estimated construction cost: \_\_\_\_\_

Total project cost estimate: \_\_\_\_\_

Estimated Local Match (20% of above costs): \_\_\_\_\_

Estimated Local match is calculated after #11 completed. Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

## 11. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they are eligible for Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☐ Yes ☐ No

## 12. Preferred TxDOT Involvement in Implementation Phase

If this project were awarded funding, in addition to TxDOT's oversight role, would the project sponsor prefer the TxDOT District manage any phases of the project?

☐ None    ☐ Unsure    ☐ Non-Infrastructure    ☐ Construction    ☐ Design and Construction

## 13. Local match

Identify source(s) of local matching funds: \_\_\_\_\_

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

## 14. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☐ Yes    ☐ No    ☐ Unk

Will the project reduce automobile traffic capacity or require a limitation to property access?

☐ Yes    ☐ No    ☐ Unk

Will the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes    ☐ No    ☐ Unk

Will the project require utility relocations?

☐ Yes    ☐ No    ☐ Unk

Will this project require acquisition of right-of-way or an easement (e.g. utility or railroad), or relocation?

☐ Yes    ☐ No    ☐ Unk

Will the project require land purchased or improved with Land and Water Conservation Funds?

☐ Yes    ☐ No    ☐ Unk

Will the project require land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s),  
OR ☐ Publicly/privately owned historical or archeological sites?

☐ Yes    ☐ No    ☐ Unk

Will the project be located within or around properties listed on the National Register of Historic Places?

☐ Yes    ☐ No    ☐ Unk

Will the project be located within range and/or potential habitat of state or federally protected species?

☐ Yes    ☐ No    ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes    ☐ No    ☐ Unk

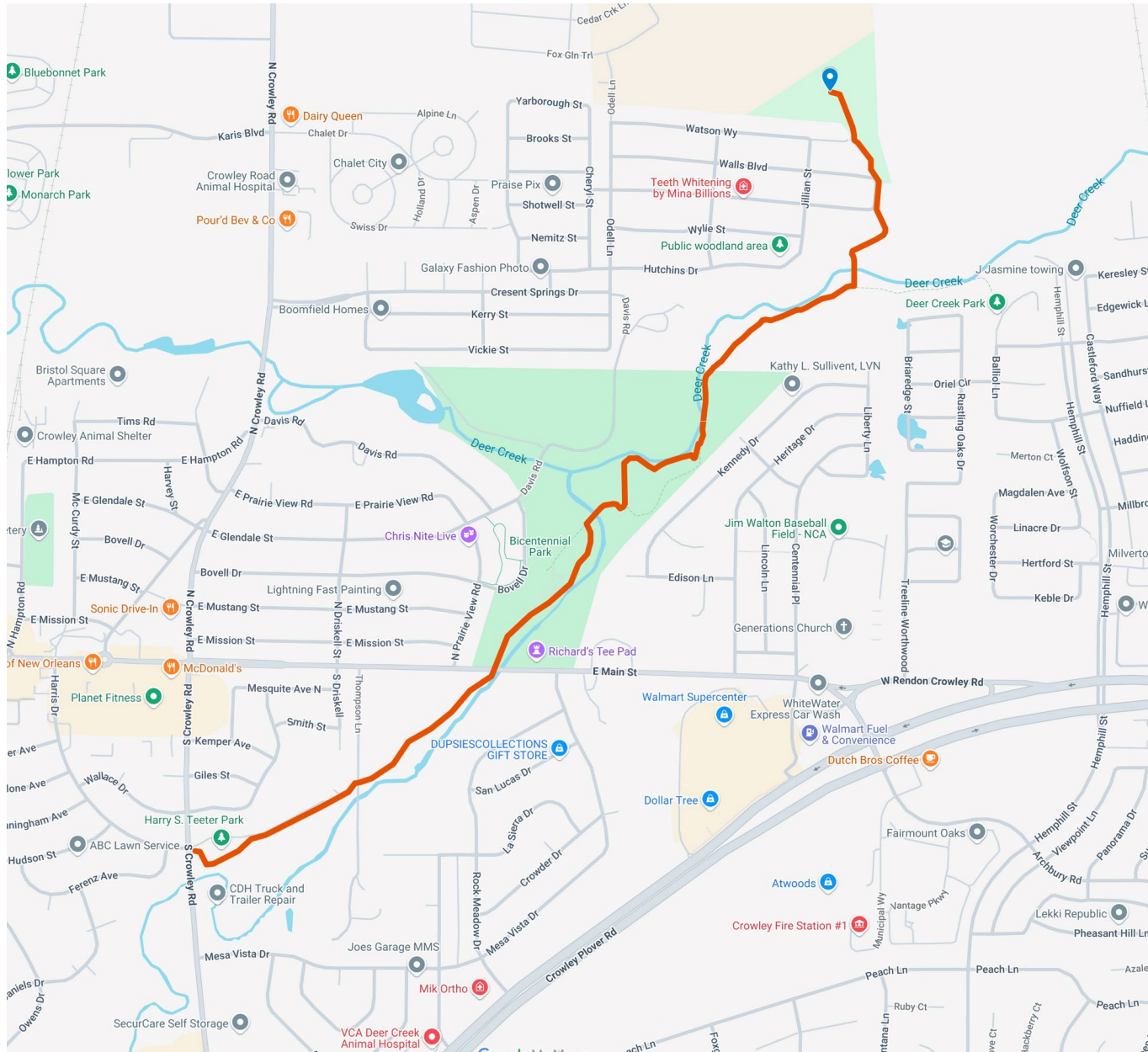
Will the project require placement of fill in wetlands or waters of the U.S.?

☐ Yes    ☐ No    ☐ Unk

Will the project be located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes    ☐ No    ☐ Unk

# FM 731 Deer Creek Connector Map - 2025





**Estimated Opinion of Probable Cost**

**Project:** Deer Creek Connector TA Grant - Crowley Trails

**TNP Project No.:** CRO 23246

**Location:** Crowley, Texas

5237 N. Riverside Drive, Suite 100

Fort Worth, TX 76137

Texas Registration #F-230

(817) 336-5773

**Date:**

**February 21, 2025**

**By:**

**PS**

**PRELIMINARY CONCEPT SUBMITTAL**

| DESCRIPTION OF ITEMS | QUANTITY | UNIT | UNIT COST | SUBTOTAL |
|----------------------|----------|------|-----------|----------|
|----------------------|----------|------|-----------|----------|

**OPINION OF PROBABLE CONSTRUCTION COSTS**

|                                                              |        |     |             |             |
|--------------------------------------------------------------|--------|-----|-------------|-------------|
| 500-6001 Mobilization (Include B&I)                          | 1      | LS  | \$473,816   | \$473,816   |
| Right of Way Preparation                                     | 119    | STA | \$1,600     | \$190,400   |
| Project Signage                                              | 1      | LS  | \$2,000     | \$2,000     |
| Traffic Control                                              | 12     | MO  | \$4,000     | \$48,000    |
| SW3P Implementation & Maintenance                            | 1      | LS  | \$15,000    | \$15,000    |
| Excavation                                                   | 1,905  | CY  | \$25.00     | \$47,625    |
| 531-6003 Conc Sidewalks (6")                                 | 17,140 | SY  | \$115.00    | \$1,971,100 |
| 531-6004 Curb Ramps (TY 1)                                   | 5      | EA  | \$2,300.73  | \$11,504    |
| Hydromulch                                                   | 14,287 | SY  | \$1.80      | \$25,717    |
| Trail Center Stripe                                          | 12,858 | LF  | \$1.10      | \$14,144    |
| Mile Markets (Every 1/4 Mile)                                | 12     | EA  | \$500       | \$6,000     |
| Trail Kiosk and Map                                          | 2      | EA  | \$10,000.00 | \$20,000    |
| Caution Signage                                              | 6      | EA  | \$500.00    | \$3,000     |
| Bike Rack                                                    | 2      | EA  | \$1,200.00  | \$2,400     |
| 432-6004 Riprap Conc (18 IN)                                 | 78     | CY  | \$120.00    | \$9,360     |
| 464-6003 RC Pipe (CLIII) (18 IN)                             | 120    | LF  | \$122.48    | \$14,698    |
| 464-6008 RC Pipe (CL III) (36 IN)                            | 80     | LF  | \$228.33    | \$18,266    |
| Solar Lighting                                               | 86     | EA  | \$5,000.00  | \$430,000   |
| Bench                                                        | 5      | EA  | \$2,500.00  | \$12,500    |
| Trash Receptacle                                             | 5      | EA  | \$1,500.00  | \$7,500     |
| Storm Drain Outfall Structure (36" Headwall)                 | 2      | EA  | \$4,000.00  | \$8,000     |
| 462-6001 Conc Box Culv (3FT X 2FT)                           | 20     | LF  | \$300.00    | \$6,000     |
| Pedestrian Barrier (Furn & Install)                          | 300    | LF  | \$37        | \$10,950    |
| 422-6014 Bridge Sidewalk (HPC)                               | 7,000  | SF  | \$19        | \$133,000   |
| 12' Wide Pedestrian Bridge (approx. 5 bridges, lengths vary) | 2,400  | SF  | \$200       | \$480,000   |
| 423-6008 Retaining Wall (Cast-In-Place)                      | 8,340  | SF  | \$150       | \$1,251,000 |

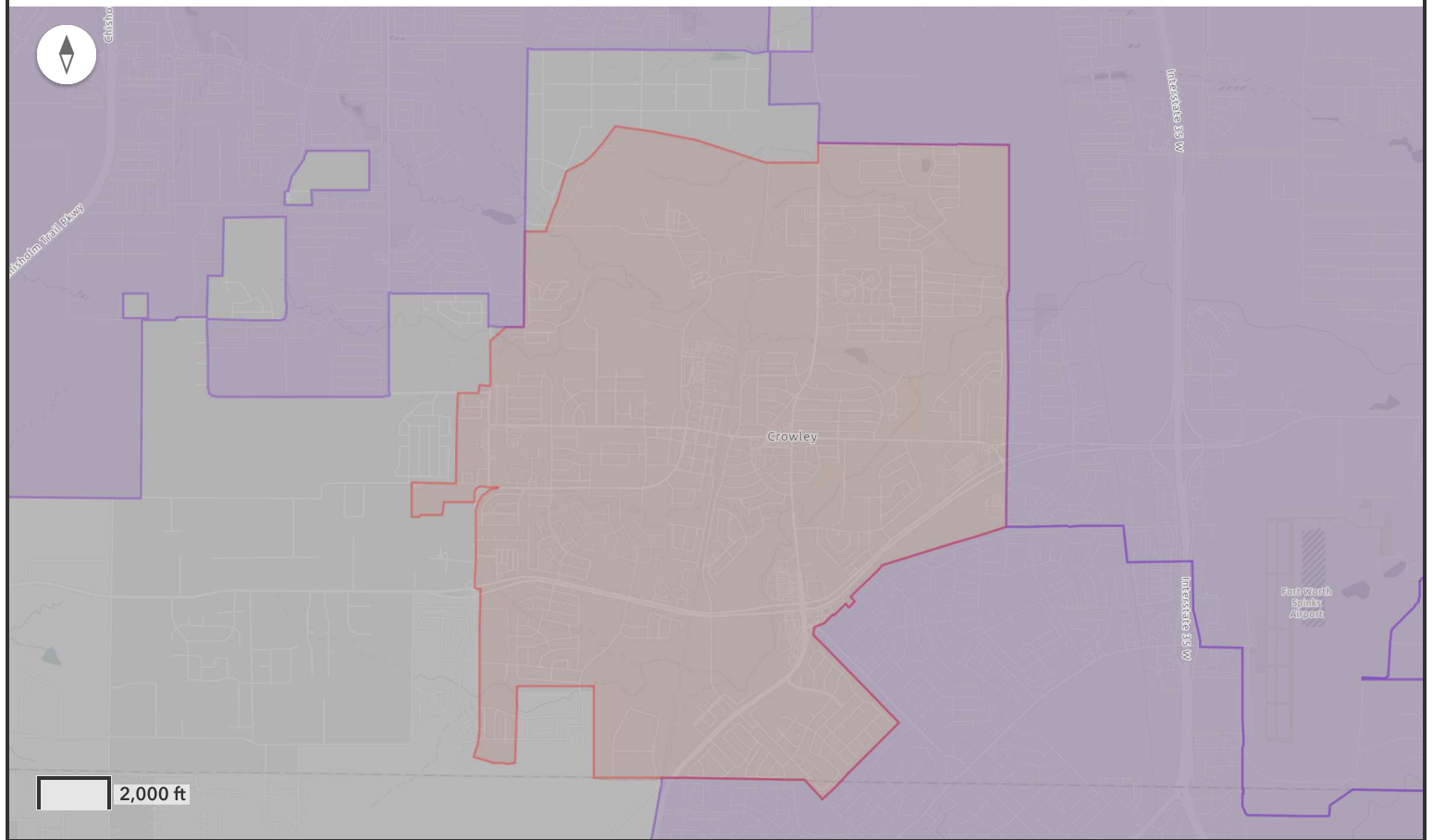
|                              |                    |  |  |  |
|------------------------------|--------------------|--|--|--|
| <b>CONSTRUCTION SUBTOTAL</b> | <b>\$5,211,979</b> |  |  |  |
|------------------------------|--------------------|--|--|--|

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, TNP Inc. cannot guarantee that actual costs will not vary from the opinions expressed herein.

- ☒ 30% Conceptual Design
- ☐ Pre-Final Design
- ☐ Final Design

|                              |                    |
|------------------------------|--------------------|
| <b>CONSTRUCTION SUBTOTAL</b> | <b>\$5,212,000</b> |
| <b>CONTINGENCY 15% (+/-)</b> | <b>\$782,000</b>   |
| <b>CONSTRUCTION TOTAL</b>    | <b>\$5,994,000</b> |
| <b>DESIGN &amp; BIDDING</b>  | <b>\$899,000</b>   |
| <b>TOTAL</b>                 | <b>\$6,893,000</b> |

# TxDOT 2025 TA-TDC Eligibility



TxDOT 2025 TA- TDC Eligibility by Cities and Places

Transportation Management Areas (TMAs)





## City of Crowley, Texas City Council Agenda Report

|                                                                                                                                                                                                                                                                            |                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Presenter:</b> Matt Elgin                                                                                                                                                                                                                                               | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> Asst City Managers                                                                                                                                                                                                                                      | <b>Agenda Item:</b> V.5.          |
| <b>Subject:</b> Discuss and consider approval of resolution R06-2025-457 supporting the City's responsible portion of funding of the FM 1187 to FM 731 to Teeter Park Shared Use Path's grant application to the 2025 TXDOT Transportation Alternatives call for projects. |                                   |

### **Background:**

Texas Department of Transportation (TxDOT) has recently extended the City of Crowley's grant application to the next step in the project award process. In January 2025 staff worked with Teague, Nall and Perkins to submit a preliminary grant application for a 2.5 mile shared use path to the 2025 TxDOT call for projects. In April 2025, TxDOT notified City staff that our application had moved from the preliminary application to the detail application status. The submission deadline for the detailed application is June 20, 2025.

The next phase requires additional project support/sponsorship elements. One of those required supporting documents is a resolution from the City Council affirming support for the project.

This is a high level concurrence from Council that if the project is awarded that the City Council would assume the financial responsibility for any of the project design costs and project overruns outside of the funds being provided by the TxDOT grant.

The City of Crowley qualifies for Transportation Development Credits (TDC) for this grant opportunity. This eligibility removes the need for the City to provide a 20% project match. The financial obligation the City would be responsible for would be the planning designs, construction plans and specifications and any other costs outside of the construction costs awarded by TxDOT.

If the grant is awarded staff will work with TxDOT staff on an Advanced Funding Agreement (A.F.A.) and return to Council with more details on the project.

### **Recommendation:**

Staff have continuously worked with Teague, Nall and Perkins on the grant application and respectfully requests the Council's approval of the resolution as presented.

### **Financial Information:**

The City Manager will identify the funding source for this project if the detailed application is accepted and the grant is awarded to the City of Crowley.

### **Attachments:**

1. RESOLUTION 1187 to 731

2. crowley-fm-1187-transportation-alternatives-preliminary-application with new map
3. FM 1187 SUP Map
4. Crowley FM 1187 - Cost Estimate
5. TxDOT 2025 TA-TDC Eligibility

**RESOLUTION NO. R06-2025-457**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY,  
SUPPORTING THE FM 1187 TO FM 731 TO TEETER PARK SHARED  
USE PATH'S APPLICATION TO THE TEXAS DEPARTMENT OF  
TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-  
ASIDE (TA) CALL FOR PROJECTS**

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

**WHEREAS**, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

**WHEREAS**, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Crowley would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

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

The City Council of the City of Crowley supports funding this project(s) as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Crowley is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

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

**DULY PASSED AND APPROVED** by majority vote of all members of the City Council of the City of Crowley, Texas, at a regular meeting of the City Council held on the 5<sup>th</sup> day of June, 2025.

---

Billy Davis, Mayor

ATTEST:

---

Carol Konhauser, City Secretary



# 2025 Transportation Alternatives (TA) Call for Projects

## Preliminary Application (PA)

Deadline to Submit PA: February 21, 2025

### Project Sponsor

[Link to PA Instructions](#)

#### 1. Contact information

Local Government/Project Sponsor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Office Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Other partnering entities: \_\_\_\_\_

#### 2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: \_\_\_\_\_ Population size: \_\_\_\_\_

#### 3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)?

☐ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)?

☐ Yes ☐ No

### Project Information

#### 4. Project name: \_\_\_\_\_

Be concise and logical.

#### 5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Shared use path improvements

☐ Pedestrian improvements

☐ Improvements for non-motorized transportation safety

☐ Planning document

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☐ Other \_\_\_\_\_

#### 6. Project location

Projects may include multiple project locations; select all types that apply.

☐ On/along a TxDOT maintained roadway

☐ On/along a non-TxDOT roadway

☐ Not within the right-of-way of any roadway

#### 7. Provide a Google map link: \_\_\_\_\_

See PA instructions for recommended tutorial links and minimum requirements.

## 8. Preliminary Scope of Work

Briefly describe the project, including project location, limits, facility type, and width. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

## 9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application. Please refer to the [Project Category Decision Tree](#) for additional assistance.

|                                                                                                                                                                                                  |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| COMMUNITY BASED – preliminary engineering and construction activities.                                                                                                                           | <input type="checkbox"/> |
| LARGE SCALE – preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.                                                                | <input type="checkbox"/> |
| NETWORK ENHANCEMENTS – light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.                                                 | <input type="checkbox"/> |
| NON-INFRASTRUCTURE – planning documents to assist communities of any size develop non-motorized transportation networks                                                                          | <input type="checkbox"/> |
| <i>NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.</i> |                          |

## 10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document/conceptual design:  
(Non-infrastructure projects only) \_\_\_\_\_

Estimated cost to prepare construction plans, specifications, and estimates: \_\_\_\_\_

Estimated cost to prepare environmental documentation: \_\_\_\_\_

Estimated cost to acquire right-of-way: \_\_\_\_\_

Estimated construction cost: \_\_\_\_\_

Total project cost estimate: \_\_\_\_\_

Estimated Local Match (20% of above costs): \_\_\_\_\_

Estimated Local match is calculated after #11 completed. Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

## 11. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they are eligible for Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☐ Yes ☐ No

## 12. Preferred TxDOT Involvement in Implementation Phase

If this project were awarded funding, in addition to TxDOT's oversight role, would the project sponsor prefer the TxDOT District manage any phases of the project?

☐ None    ☐ Unsure    ☐ Non-Infrastructure    ☐ Construction    ☐ Design and Construction

## 13. Local match

Identify source(s) of local matching funds: \_\_\_\_\_

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

## 14. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☐ Yes    ☐ No    ☐ Unk

Will the project reduce automobile traffic capacity or require a limitation to property access?

☐ Yes    ☐ No    ☐ Unk

Will the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes    ☐ No    ☐ Unk

Will the project require utility relocations?

☐ Yes    ☐ No    ☐ Unk

Will this project require acquisition of right-of-way or an easement (e.g. utility or railroad), or relocation?

☐ Yes    ☐ No    ☐ Unk

Will the project require land purchased or improved with Land and Water Conservation Funds?

☐ Yes    ☐ No    ☐ Unk

Will the project require land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s),  
OR ☐ Publicly/privately owned historical or archeological sites?

☐ Yes    ☐ No    ☐ Unk

Will the project be located within or around properties listed on the National Register of Historic Places?

☐ Yes    ☐ No    ☐ Unk

Will the project be located within range and/or potential habitat of state or federally protected species?

☐ Yes    ☐ No    ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes    ☐ No    ☐ Unk

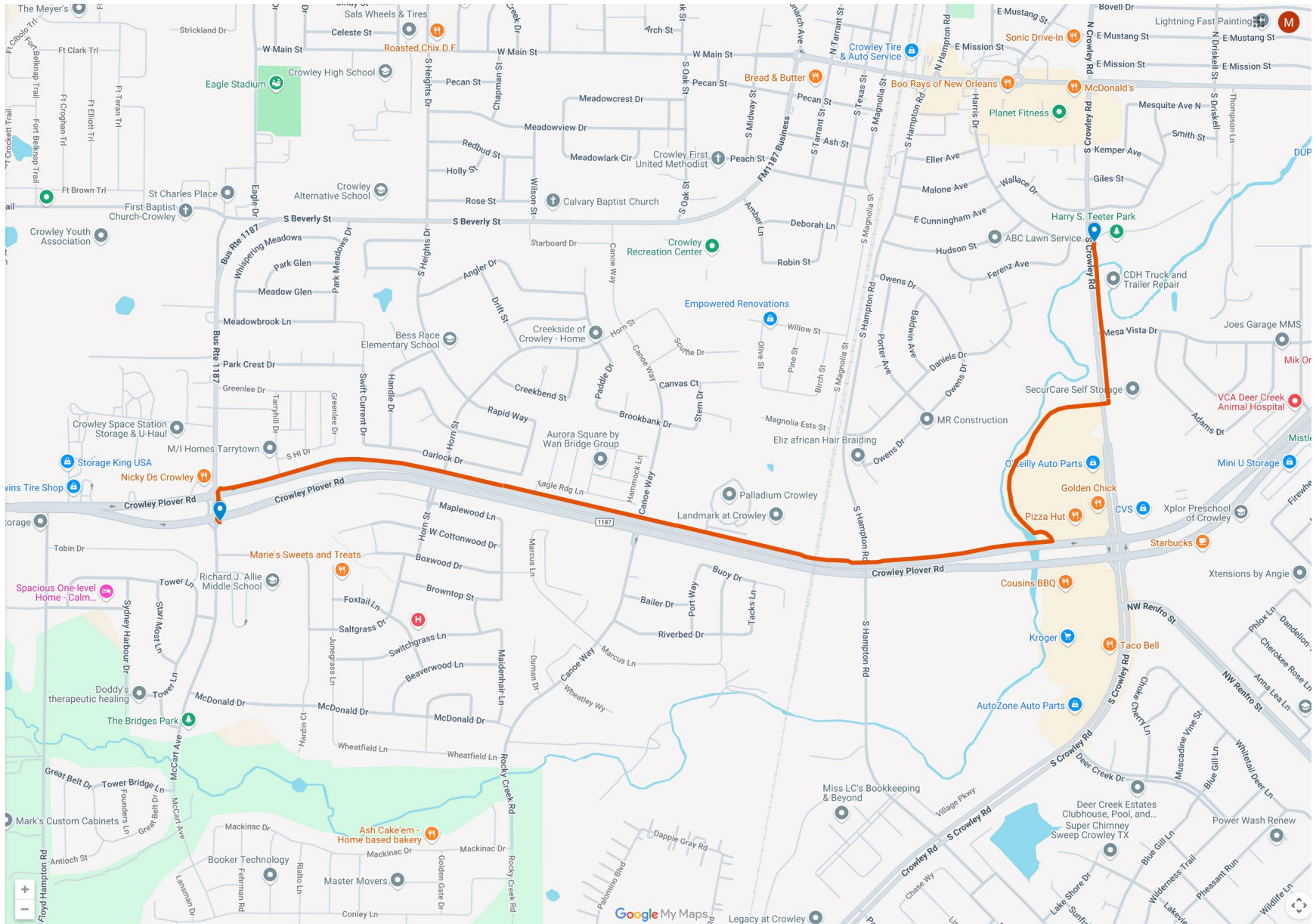
Will the project require placement of fill in wetlands or waters of the U.S.?

☐ Yes    ☐ No    ☐ Unk

Will the project be located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes    ☐ No    ☐ Unk

# FM 1187 Shared Use Path Map - 2025





**Estimated Opinion of Probable Cost**  
**Project: 1187 TA Grant - Crowley Trails**  
**TNP Project No.: CRO 23246**  
**Location: Crowley, Texas**

5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137  
Texas Registration #F-230  
(817) 336-5773

**Date: February 21, 2025**  
**By: PS**

**PRELIMINARY CONCEPT SUBMITTAL**

| DESCRIPTION OF ITEMS | QUANTITY | UNIT | UNIT COST | SUBTOTAL |
|----------------------|----------|------|-----------|----------|
|----------------------|----------|------|-----------|----------|

**OPINION OF PROBABLE CONSTRUCTION COSTS**

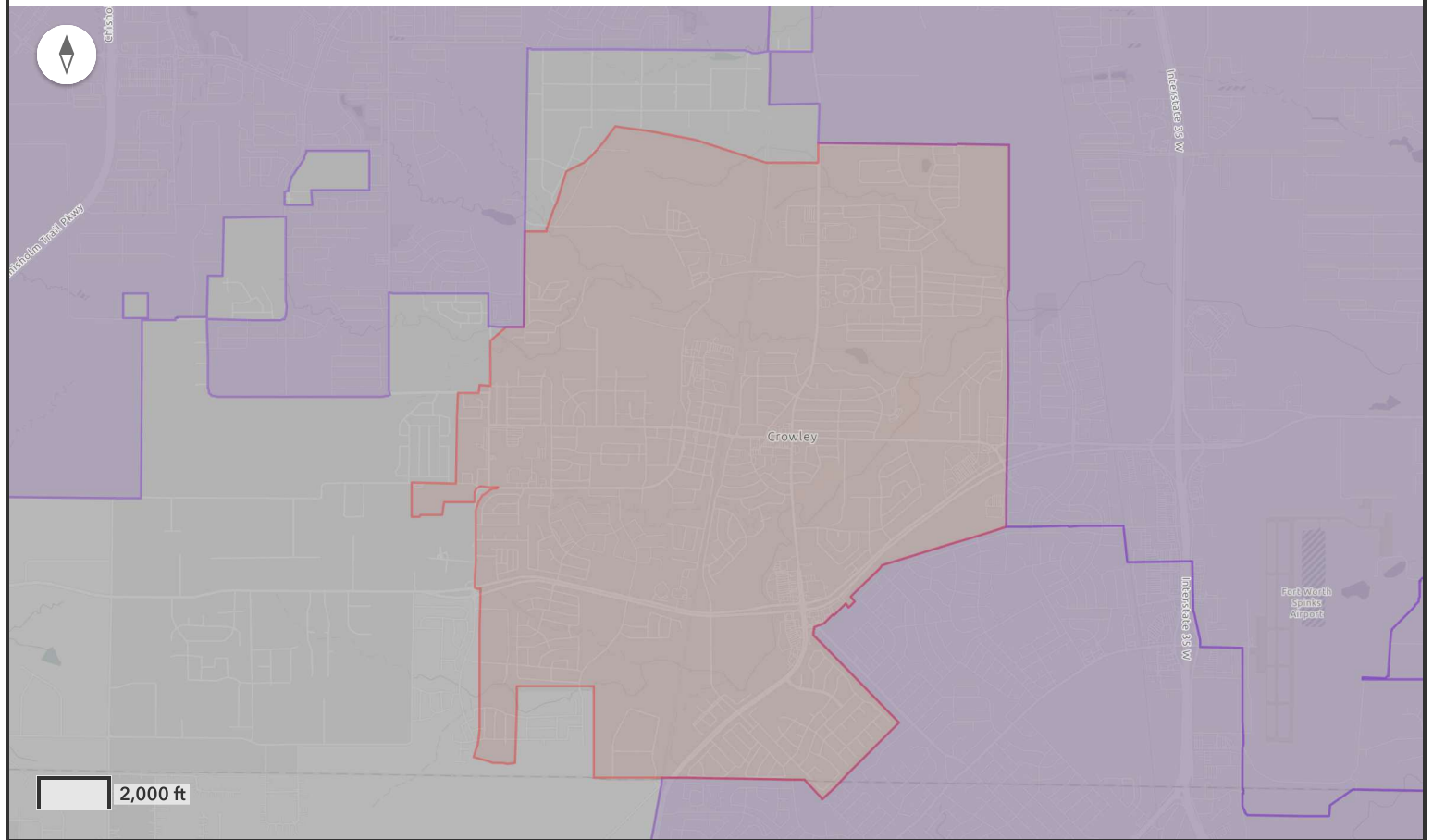
|                                                            |        |     |             |             |
|------------------------------------------------------------|--------|-----|-------------|-------------|
| 500-6001 Mobilization (Include B&I)                        | 1      | LS  | \$394,731   | \$394,731   |
| Right of Way Preparation                                   | 129    | STA | \$1,600     | \$206,400   |
| Project Signage                                            | 1      | LS  | \$2,000     | \$2,000     |
| Traffic Control                                            | 18     | MO  | \$4,000     | \$72,000    |
| SW3P Implementation & Maintenance                          | 1      | LS  | \$15,000    | \$15,000    |
| Concrete Pavement Removal (Minor Driveways)                | 267    | SY  | \$30        | \$8,010     |
| Excavation                                                 | 1,740  | CY  | \$25.00     | \$43,500    |
| 531-6003 Conc Sidewalks (6")                               | 15,706 | SY  | \$115.00    | \$1,806,190 |
| 531-6004 Curb Ramps (TY 1)                                 | 5      | EA  | \$2,300.73  | \$11,504    |
| 529-6007 Conc Curb & Gutter (TY I)                         | 200    | LF  | \$35.00     | \$7,000     |
| 530-6004 Driveways (Conc)                                  | 267    | SY  | \$114.50    | \$30,572    |
| Hydromulch                                                 | 7,932  | SY  | \$1.80      | \$14,278    |
| Trail Center Stripe                                        | 11,748 | LF  | \$1.10      | \$12,923    |
| Mile Markets (Every 1/4 Mile)                              | 9      | EA  | \$500       | \$4,500     |
| Trail Kiosk and Map                                        | 2      | EA  | \$10,000.00 | \$20,000    |
| Caution Signage                                            | 6      | EA  | \$500.00    | \$3,000     |
| Bike Rack                                                  | 2      | EA  | \$1,200.00  | \$2,400     |
| 432-6004 Riprap Conc (18 IN)                               | 146    | CY  | \$100.00    | \$14,600    |
| Storm Drain Outfall Structure (36" Headwall)               | 1      | EA  | \$4,000.00  | \$4,000     |
| Solar Lighting                                             | 79     | EA  | \$5,000.00  | \$395,000   |
| Bench                                                      | 5      | EA  | \$2,500.00  | \$12,500    |
| Trash Receptacle                                           | 5      | EA  | \$1,500.00  | \$7,500     |
| 462-6001 Conc Box Culv (3FT X 2FT)                         | 100    | LF  | \$300.00    | \$30,000    |
| Concrete Safety Barrier (F-Shape) Precast Barrier (Type 1) | 836    | LF  | \$383       | \$320,188   |
| 422-6014 Bridge Sidewalk (HPC)                             | 6,500  | SF  | \$19        | \$123,500   |
| 12' Wide Pedestrian Bridge                                 | 1,800  | SF  | \$200       | \$360,000   |
| 423-6008 Retaining Wall (Cast-In-Place)                    | 2,805  | SF  | \$150       | \$420,750   |

|                              |                    |
|------------------------------|--------------------|
| <b>CONSTRUCTION SUBTOTAL</b> | <b>\$4,342,045</b> |
|------------------------------|--------------------|

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, TNP Inc. cannot guarantee that actual costs will not vary from the opinions expressed herein.

|                                                                                                                                                 |                              |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------|
| <input checked="" type="checkbox"/> 30% Conceptual Design<br><input type="checkbox"/> Pre-Final Design<br><input type="checkbox"/> Final Design | <b>CONSTRUCTION SUBTOTAL</b> | <b>\$4,342,000</b> |
|                                                                                                                                                 | <b>CONTINGENCY 15% (+/-)</b> | <b>\$651,000</b>   |
|                                                                                                                                                 | <b>CONSTRUCTION TOTAL</b>    | <b>\$4,993,000</b> |
|                                                                                                                                                 | <b>DESIGN &amp; BIDDING</b>  | <b>\$749,000</b>   |
|                                                                                                                                                 | <b>TOTAL</b>                 | <b>\$5,742,000</b> |

# TxDOT 2025 TA-TDC Eligibility



TxDOT 2025 TA- TDC Eligibility by Cities and Places

Transportation Management Areas (TMAs)





## City of Crowley, Texas City Council Agenda Report

|                                                                                                                                                                                                                                                                                              |                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Presenter:</b> Mike Rocamontes                                                                                                                                                                                                                                                            | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> Public Works                                                                                                                                                                                                                                                              | <b>Agenda Item:</b> V.6.          |
| <b>Subject:</b> Discuss and consider approving Ordinance 06-2025-564, an ordinance altering the speed limits established for vehicles operating on FM731/South Crowley Road, upon the basis of an engineering and traffic investigation conducted by the Texas Department of Transportation. |                                   |

### **Background:**

TxDot wishes to expand the existing school zone for Deer Creek Elementary on 731, extending the school zone further south towards Deer Creek Elementary. They will also reduce the speed limit from 30MPH to 25MPH in the School Zone during posted school zone hours. TxDot will schedule the install of all necessary signage once council has approved the Ordinance change.

### **Recommendation:**

Staff recommends council approve the changes as presented

### **Financial Information:**

TxDot will provide all signage and installation for this project.

### **Attachments:**

1. ORDINANCE NO 06-2025-564 TXDOT Speed Limit Change
2. Deer Creek 731 School Zone Change
3. FM 731\_Deer Creek School Speed Limit Change

**ORDINANCE NO. 06-2025-564**

**AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF THE TRANSPORTATION CODE, CHAPTER 545, SECTION 545.356, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF CROWLEY, TEXAS, AS SET OUT IN THE ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$500.00 FOR VIOLATION OF THIS ORDINANCE.**

**WHEREAS**, the Texas Transportation Code, Chapter 545 Paragraph 545.356, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway, with the City taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, with shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

**SECTION 1.**

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of the Texas Transportation Code, Chapter 545, Paragraph 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Control-Section: 1094-02

Highway: FM 731

City: Crowley, Texas

County: Tarrant County

Control-Section: 1094-02

- MP 0.100 south 0.590 miles to MP 0.690, zoned at 25 MPH

**SECTION 2.**

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than five-hundred (\$500.00) dollars.

This ordinance modifies previous ordinances pertaining to the above referenced highway.

**PASSED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**CITY OF CROWLEY, TEXAS**

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

ATTEST:

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

APPROVED AS TO FORM:

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

# LEGEND OF SYMBOLS



GROUND MOUNTED SIGN



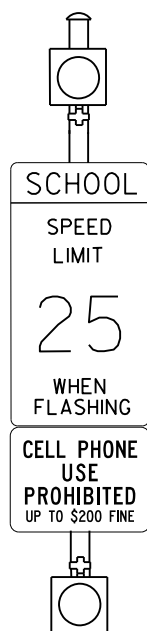
R1-2  
30X36



REMOVE 30X36 R2-1 "40 MPH"  
SPEED LIMIT SIGN

REMOVE EXISTING SCHOOL ZONE  
FLASHER AND SOLAR PANEL AND  
POLE. BREAK EXISTING SOLAR  
PANEL FOUNDATION 2' BELOW GRADE.

MESA VISTA DR.

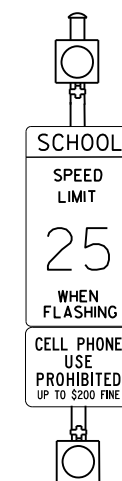


S5-1  
24X48  
S47

S7-1T  
24X18  
S48

REMOVE AND INSTALL  
24' SOLID WHITE STRIPE

INSTALL 24X48 S5-1 AND  
24X18 S7-1T SOLAR FLASHER  
W/ SUPPLEMENTAL HEAD. USE  
SPECIAL SPEC 6247



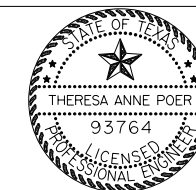
S5-1  
24X48  
S45

S7-1T  
24X18  
S46

INSTALL 24X48 S5-1 AND  
24X18 S7-1T SOLAR FLASHER  
W/ SUPPLEMENTAL HEAD. USE  
SPECIAL SPEC 6247

NOTES:  
1. REFER TO STANDARD SHEET SPRFB-07 SIGN LAYOUT DESIGNED IN  
ACCORDANCE WITH 2011 TMUTCD AND "GUIDANCE FOR TRAFFIC CONTROL  
FOR SCHOOL AREAS", TTI, FEBRUARY 2009.

2. USE SPECIAL SPEC 6247 NETWORKED SCHOOL ZONE FLASHER CLOCKS  
(AI-500-070)



THERESA ANNE POER

DATE

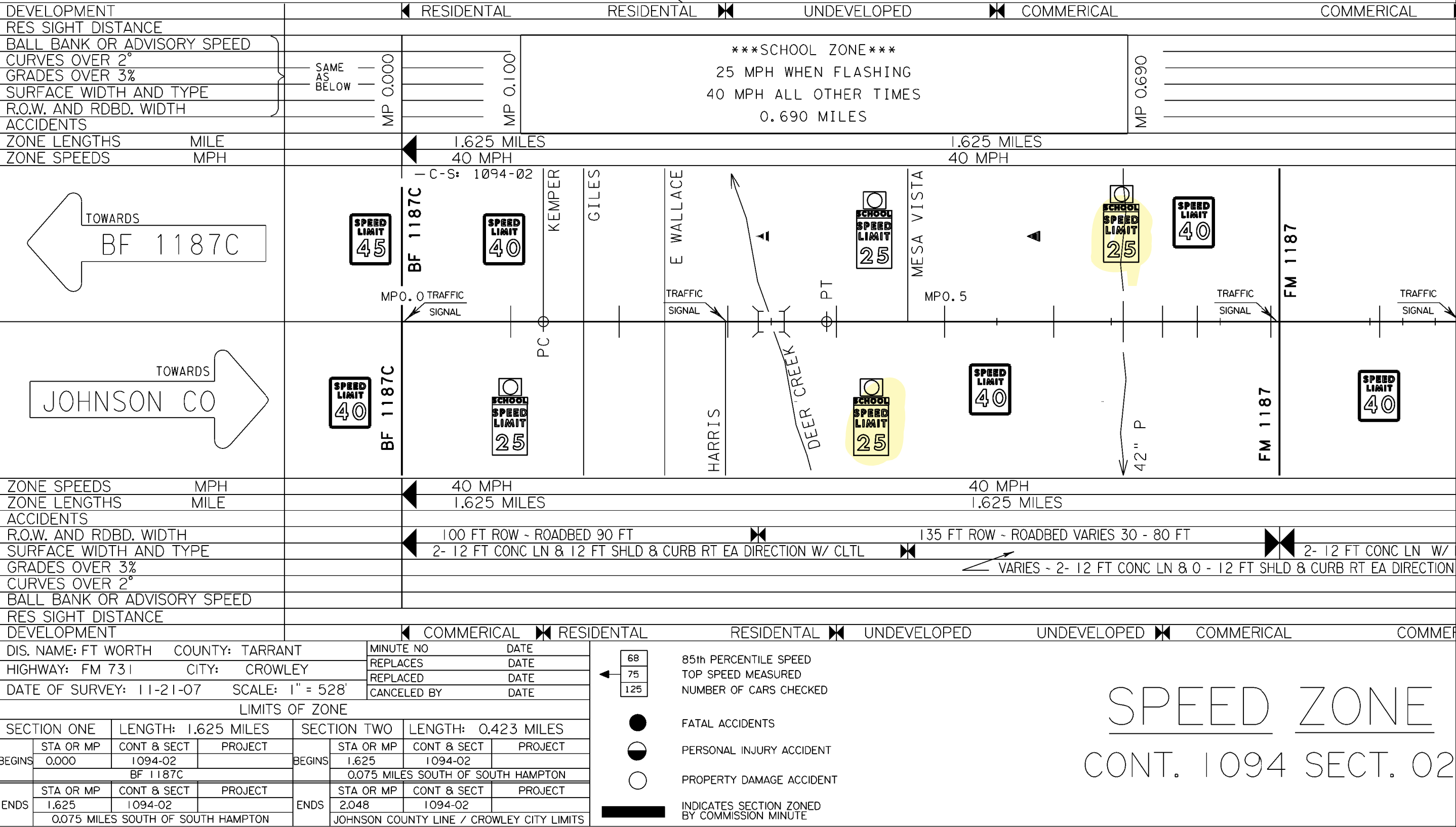


SCHOOL ZONE LAYOUT

DEER CREEK  
ELEMENTARY SCHOOL

|         |         |     |             |
|---------|---------|-----|-------------|
| DIST.   | COUNTY  |     | SHEET NO.   |
| 02      | TARRANT |     | 11          |
| CONTROL | SECT.   | JOB | HIGHWAY NO. |
| 0902    | 00      | 290 | FM 731      |

DCFJ/NOV 08/TARRANT/CROWLEY/FM 73I\*2008.dgn



SPEED ZONE  
CONT. 1094 SECT. 02



## City of Crowley, Texas City Council Agenda Report

|                                                                                                                                                                     |                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Presenter:</b> Heather Gwin                                                                                                                                      | <b>Meeting Date:</b> June 5, 2025 |
| <b>Department:</b> Police                                                                                                                                           | <b>Agenda Item:</b> V.7.          |
| <b>Subject:</b> Set a date and time for a Public Hearing on the Crime Control and Prevention District 2025-26 Budget (June 19, 2025, 6:00 pm at Crowley City Hall). |                                   |

### **Background:**

The Crime Control and Prevention District held a public hearing on the 2025-26 Budget on June 5, 2025.

### **Recommendation:**

Set a date and time for a Public Hearing on the Crime Control and Prevention District 2025-26 Budget (Jun 19, 2025, 6:00 pm at Crowley City Hall).

### **Financial Information:**

### **Attachments:**

1. CCPD 25-26 Budget

| Crime Control & Prevention District<br>Budget 2025-26 |                                                       |                     |
|-------------------------------------------------------|-------------------------------------------------------|---------------------|
| <b>Revenue:</b>                                       |                                                       |                     |
| Sales Tax Revenue                                     | \$                                                    | 1,690,454           |
| Interest Income                                       |                                                       | 10,000              |
| <b>Total Income</b>                                   |                                                       | <b>\$ 1,700,454</b> |
| <b>Expenses:</b>                                      |                                                       |                     |
| Bond Payments                                         |                                                       |                     |
| 2024 Bond                                             |                                                       |                     |
| Principal                                             | \$                                                    | 85,000              |
| Interest                                              |                                                       | 105,325             |
|                                                       |                                                       | <b>\$ 190,325</b>   |
| <b><u>Recurring Costs:</u></b>                        |                                                       |                     |
| Full Time Salaries                                    | \$                                                    | 341,349             |
| Overtime                                              |                                                       | 8,000               |
| Longevity                                             |                                                       | 3,038               |
| Cash Option                                           |                                                       | 2,168               |
| Fica                                                  |                                                       | 24,164              |
| Medicare                                              |                                                       | 5,651               |
| TMRS                                                  |                                                       | 49,069              |
| Insurance                                             |                                                       | 35,259              |
| <i>Total Personnel Costs</i>                          |                                                       | \$ 468,698          |
| Service Contracts                                     |                                                       |                     |
| Motorola Solutions Software                           |                                                       | 32,457              |
| Fort Worth SUA                                        |                                                       | 12,615              |
| Johnson County Broadband contract                     |                                                       | 37,028              |
| Axon Five Year maintenance/license contract           |                                                       | 65,626              |
| VistaCom Voice Logger maintenance contract            |                                                       | 43,968              |
| Spectrum Internet                                     |                                                       | 19,805              |
| Mentalix (fingerprint machine)                        |                                                       | 5,960               |
| Personnel Background Investigations Services          |                                                       | 4,000               |
| TPCA Best Practices                                   |                                                       | 2,000               |
| Flock Safety                                          |                                                       | 18,000              |
| LEFTA (SHIELD)                                        |                                                       | 6,340               |
| Vector                                                |                                                       | 2,334               |
| Acronis                                               |                                                       | 300                 |
| <i>Total Service Contracts</i>                        |                                                       | 250,433             |
| Materials and Supplies                                |                                                       |                     |
| CCPC Admin Materials                                  |                                                       | 2,500               |
| Recruiting/Selection Process Exams                    |                                                       | 6,650               |
| ID cards                                              |                                                       | 1,000               |
| Uniforms, Equipment                                   |                                                       | 500                 |
| <i>Total Materials &amp; Supplies</i>                 |                                                       | 10,650              |
| Mobile Phones                                         |                                                       | 600                 |
| Dues and Memberships                                  |                                                       | 600                 |
| Training and Travel                                   |                                                       | 5,300               |
| Ammunition (for Training)                             |                                                       | 21,184              |
| City Event OverTime (includes COF)                    |                                                       | 35,190              |
| Office of Community Outreach Programs                 |                                                       | 24,980              |
| <i>Total Other</i>                                    |                                                       | 87,854              |
| <b>Subtotal Programs &amp; Recurring Costs</b>        |                                                       | <b>\$ 817,634</b>   |
| <b><u>Equipment and One Time Costs:</u></b>           |                                                       |                     |
| Patrol Vehicles (2)                                   |                                                       | 189,915             |
| Flock Cameras (4)                                     |                                                       | 14,600              |
| <b>Subtotal Equipment and One Time Purchases</b>      |                                                       | <b>\$ 204,515</b>   |
| <b>Total Expenses</b>                                 |                                                       | <b>\$ 1,212,474</b> |
| <b>Revenues over (under) expenses</b>                 |                                                       | <b>\$ 487,980</b>   |
| <b><u>Detail of Programs:</u></b>                     |                                                       |                     |
|                                                       |                                                       | <b>2025-26</b>      |
| 1                                                     | Citizens On Patrol Program                            | 4,000               |
| 2                                                     | Youth Activity Center Programs                        | -                   |
| 3                                                     | Crowley Area Teen Community Helpers/Adult Supervision | -                   |
| 4                                                     | Citizens Police Academy                               | 500                 |
| 5                                                     | National Night Out                                    | 9,900               |
| 6                                                     | Crime Prevention Materials                            | 1,500               |
| 7                                                     | Bicycle/Skateboard Safety Program                     | 2,500               |
| 8                                                     | Bike/ATV Patrol                                       | 1,000               |
| 9                                                     | Alliance for Children                                 | 5,580               |
| <b>Total Programs</b>                                 |                                                       | <b>\$ 24,980</b>    |