



**Agenda
Crowley City Council
November 6, 2025
Regular Session - 7:00 PM**

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

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

Regular Session - November 6, 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 work session and regular meeting held on October 16, 2025
2. Receive and accept the Quarterly Investment Report(s) - 1st and 2nd Quarters of 2025

IV. City Business

1. Discuss and consider approval of Resolution No. R11-2025-467 designating the Assistant Finance Director as the City's investment officer pursuant to the Texas Public Funds Investment Act and providing an effective date.
2. Discuss and consider adoption of Resolution R11-2025-468 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items for the city for auction.
3. Discuss and consider approval of Resolution R11-2025-469 authorizing an advance funding agreement (AFA) with TxDOT for local maintenance of railroad pavement markings and signs and authorizing the city manager or her designee to execute the AFA.
4. Discuss and consider approval of a pole sign for the Kent Kwik gas station, located at 732 N Crowley RD, Crowley, TX 76036
5. Discuss and consider adopting Ordinance No 11-2025-579 amending portions of ARTICLE IX, "OBSTRUCTIONS WITHIN THE PUBLIC RIGHT-OF-WAY", of CHAPTER 82

"TRAFFIC and VEHICLES" of the City Code of Crowley, Tx, by adding a new Section 82-280 prohibiting installation of traffic calming devices in City streets.

6. Discuss and consider approval of Ordinance No. 11-2025-578 approving a Developer Participation Agreement with Beach RealCo 2, LLC., pursuant to Subchapter C, Chapter 212, Texas Local Government Code, regarding the construction of stormwater drainage improvements.
7. Discuss and take action on a Developer's Agreement between the City of Crowley and Lennar Homes of Texas Land and Construction, LTD, for the Mira Verde Phase 1 Addition

V. 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.

VI. 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

VII. 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.

VIII. 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.

IX. Adjournment

I, the undersigned authority, do hereby certify that this Agenda of the Crowley City Council Regular meeting to be held on November 6, 2025 at 7:00 PM is a true and correct copy posted on October 31, 2025 at 3:00 pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.



Carol C. Cannady, 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**

Presenter:	Meeting Date: November 6, 2025
Department:	Agenda Item: III.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on October 16, 2025	

Background:

Recommendation:

Financial Information:

Attachments:

None



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: November 6, 2025
Department: Finance	Agenda Item: III.2.
Subject: Receive and accept the Quarterly Investment Report(s) - 1st and 2nd Quarters of 2025	

Background:

Pursuant to the Government Code §2256.023, not less than quarterly, the municipality's investment officer shall prepare and submit to the governing body of the municipality, a written report of investment transactions for all funds.

Recommendation:

Staff recommends accepting the Quarterly Investment Report(s).

Financial Information:

None

Attachments:

1. 1st Qtr 25 Report
2. 1st Qtr 25 Interest
3. 2nd Qtr 25 Report
4. 2nd Qtr 25 Interest

City of Crowley
Quarterly Investment Report
03/31/25

	General	Court-Special Revenue	PEG -Special Revenue	TIF/TIRZ	Truancy	Donation	Debt Service	Construction in Progress	Water	Water Construction in Progress	4B Economic Development	CCPC	Grant	Escrow	Total in Investment Account
Texpool 1111	17,987,120	62,148	224,568	876,925	44,758	100,261	1,083,279	179,376	2,860,615	216,658	1,164	-			23,636,872
Texpool 2002 CO Bond											3,016,735				3,016,735
Texpool 2005 CO Bond												2,488,945			2,488,945
Texpool 2012 CO Bond	19,209							18,818							38,027
Texpool 2016 CO Bond	145,040							-	868,488						1,013,528
Texpool - 2018 CO Bond	-							-			-				-
Texpool - 2019 CO Bond									408,082	612,857					1,020,939
Texpool - 2021 CO Bond	1,490,644						25,518	8,438,194							9,954,356
Texpool - 2024 CO Bond												1,330,381			1,330,381
Total by Fund	19,642,013	62,148	224,568	876,925	44,758	100,261	1,108,797	8,636,388	4,137,185	829,515	3,017,899	3,819,326	-	-	42,499,783
Interest Earned	312,226	680	2,810	20,332	489	1,096	9,680		126,103		32,344	45,307			551,067

Sori M. Watson

8-20-2025 9:50 AM		D E T A I L L I S T I N G					PAGE: 1		
FUND : 10 -GENERAL FUND		TRANSACTION DATE: 1/01/2025 THRU 3/31/2025							
DEPT : N/A		ACCOUNTS: ALL							
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====

00-46010		Interest Income							
		B E G I N N I N G B A L A N C E							278,830.31CR
1/20/25	2/13	B89186	SweepInterest	19733 Pooled Cash Interest Sweep		JE# 040152		6,317.15CR	285,147.46CR
1/31/25	3/03	B89462	Deposit 013125	19805 Bond Interest		JE# 040320		99,348.15CR	384,495.61CR
2/28/25	3/03	B89416	SweepInterest	19798 Pooled Cash Interest Sweep		JE# 040307		598.36CR	385,093.97CR
2/28/25	3/31	B89779	Interest022825	19863 Bond Interest		JE# 040442		95,960.35CR	481,054.32CR
3/31/25	4/29	B90285	Deposit 033125	20008 Bond Interest		JE# 040694		106,939.87CR	587,994.19CR
3/31/25	7/30	B91748	SweepInterest	20353 Pooled Cash Interest Sweep		JE# 041415		3,062.42CR	591,056.61CR
		===== ACCOUNT TOTAL DB: 0.00 CR: 312,226.30CR							
--*-*-*-*-*-*-*-*-*-*-*		000 ERRORS IN THIS REPORT!			*-*-*-*-*-*-*-*-*-*-*-*-*				
		** REPORT TOTALS **		--- DEBITS ---		--- CREDITS ---			
		BEGINNING BALANCES:		0.00		278,830.31CR			
		REPORTED ACTIVITY:		0.00		312,226.30CR			
		ENDING BALANCES:		0.00		591,056.61CR			
		TOTAL FUND ENDING BALANCE:				591,056.61CR			
FUND: 11 -SPECIAL REVENUE-COURT									

00-46010		Interest Income							
		B E G I N N I N G B A L A N C E							767.61CR
1/31/25	3/03	B89463		19805 Bond Interest		JE# 040321		244.17CR	1,011.78CR
2/28/25	3/31	B89780		19863 Bond Interest		JE# 040443		203.57CR	1,215.35CR
3/31/25	4/29	B90286		20008 Bond Interest		JE# 040695		231.81CR	1,447.16CR
		===== ACCOUNT TOTAL DB: 0.00 CR: 679.55CR							
--*-*-*-*-*-*-*-*-*-*-*		000 ERRORS IN THIS REPORT!			*-*-*-*-*-*-*-*-*-*-*-*-*				
		** REPORT TOTALS **		--- DEBITS ---		--- CREDITS ---			
		BEGINNING BALANCES:		0.00		767.61CR			
		REPORTED ACTIVITY:		0.00		679.55CR			
		ENDING BALANCES:		0.00		1,447.16CR			
		TOTAL FUND ENDING BALANCE:				1,447.16CR			
FUND: 12 -SPECIAL REV-INKIND PEG									

00-46010		Interest Income							
		B E G I N N I N G B A L A N C E							3,070.82CR
1/20/25	2/13	B89186	SweepInterest	19733 Pooled Cash Interest Sweep		JE# 040152		111.96CR	3,182.78CR
1/31/25	3/03	B89464		19805 Bond Interest		JE# 040322		882.28CR	4,065.06CR
2/28/25	3/03	B89416	SweepInterest	19798 Pooled Cash Interest Sweep		JE# 040307		127.37CR	4,192.43CR
2/28/25	3/31	B89781		19863 Bond Interest		JE# 040444		735.59CR	4,928.02CR

8-20-2025 9:50 AM				D E T A I L L I S T I N G				PAGE: 2	
FUND : 12 -SPECIAL REV-INKIND PEG				TRANSACTION DATE: 1/01/2025 THRU 3/31/2025					
DEPT : N/A				ACCOUNTS: ALL					
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
3/31/25	4/29	B90287		20008 Bond Interest		JE# 040696		837.63CR	5,765.65CR
3/31/25	7/30	B91748	SweepInterest	20353 Pooled Cash Interest Sweep		JE# 041415		114.94CR	5,880.59CR
			=====	ACCOUNT TOTAL DB:	0.00	CR:	2,809.77CR		
--*-*-*				000 ERRORS IN THIS REPORT!		*-*-*-*-*			
				** REPORT TOTALS **		--- DEBITS ---		--- CREDITS ---	
				BEGINNING BALANCES:		0.00		3,070.82CR	
				REPORTED ACTIVITY:		0.00		2,809.77CR	
				ENDING BALANCES:		0.00		5,880.59CR	
				TOTAL FUND ENDING BALANCE:				5,880.59CR	
FUND: 14 -SPECIAL REVENUE- TIRZ/TIF									

00-46010		Interest Income							
		B E G I N N I N G		B A L A N C E		20,920.51CR			
1/20/25	2/13	B89186	SweepInterest	19733 Pooled Cash Interest Sweep		JE# 040152		3,700.90CR	24,621.41CR
1/31/25	3/03	B89465		19805 Bond Interest		JE# 040323		3,445.27CR	28,066.68CR
2/28/25	3/03	B89416	SweepInterest	19798 Pooled Cash Interest Sweep		JE# 040307		3,712.55CR	31,779.23CR
2/28/25	3/31	B89782		19863 Bond Interest		JE# 040445		2,872.45CR	34,651.68CR
3/31/25	4/29	B90288		20008 Bond Interest		JE# 040697		3,270.88CR	37,922.56CR
3/31/25	7/30	B91748	SweepInterest	20353 Pooled Cash Interest Sweep		JE# 041415		3,329.49CR	41,252.05CR
			=====	ACCOUNT TOTAL DB:	0.00	CR:	20,331.54CR		
--*-*-*				000 ERRORS IN THIS REPORT!		*-*-*-*-*			
				** REPORT TOTALS **		--- DEBITS ---		--- CREDITS ---	
				BEGINNING BALANCES:		0.00		20,920.51CR	
				REPORTED ACTIVITY:		0.00		20,331.54CR	
				ENDING BALANCES:		0.00		41,252.05CR	
				TOTAL FUND ENDING BALANCE:				41,252.05CR	
FUND: 15 -SPECIAL REVENUE-TRUANCY									

00-46010		Interest Income							
		B E G I N N I N G		B A L A N C E		552.81CR			
1/31/25	3/03	B89466		19805 Bond Interest		JE# 040324		175.85CR	728.66CR
2/28/25	3/31	B89783		19863 Bond Interest		JE# 040446		146.61CR	875.27CR
3/31/25	4/29	B90289		20008 Bond Interest		JE# 040698		166.94CR	1,042.21CR
			=====	ACCOUNT TOTAL DB:	0.00	CR:	489.40CR		

FUND : 15 -SPECIAL REVENUE-TRUANCY

TRANSACTION DATE: 1/01/2025 THRU 3/31/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	552.81CR
REPORTED ACTIVITY:	0.00	489.40CR
ENDING BALANCES:	0.00	1,042.21CR
TOTAL FUND ENDING BALANCE:		1,042.21CR

FUND: 16 -DONATION

00-46010	Interest Income								
		B E G I N N I N G	B A L A N C E						1,238.34CR
1/31/25	3/03 B89467	19805 Bond Interest		JE# 040325		393.90CR			1,632.24CR
2/28/25	3/31 B89784	19863 Bond Interest		JE# 040447		328.41CR			1,960.65CR
3/31/25	4/29 B90290 Deposit 033125	20008 Bond Interest		JE# 040699		373.97CR			2,334.62CR
	=====	ACCOUNT TOTAL	DB:	0.00	CR:	1,096.28CR			

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** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	1,238.34CR
REPORTED ACTIVITY:	0.00	1,096.28CR
ENDING BALANCES:	0.00	2,334.62CR
TOTAL FUND ENDING BALANCE:		2,334.62CR

FUND: 20 -DEBT SERVICE

00-46010	Interest Income								
		B E G I N N I N G	B A L A N C E						6,811.28CR
1/31/25	3/03 B89468	19805 Bond Interest		JE# 040326		2,187.46CR			8,998.74CR
2/28/25	3/31 B89785	19863 Bond Interest		JE# 040448		3,452.21CR			12,450.95CR
3/31/25	4/29 B90291	20008 Bond Interest		JE# 040700		4,040.57CR			16,491.52CR
	=====	ACCOUNT TOTAL	DB:	0.00	CR:	9,680.24CR			

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** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	6,811.28CR
REPORTED ACTIVITY:	0.00	9,680.24CR
ENDING BALANCES:	0.00	16,491.52CR
TOTAL FUND ENDING BALANCE:		16,491.52CR

FUND: 31 -GENERAL CIP FUND

FUND : 31 -GENERAL CIP FUND

TRANSACTION DATE: 1/01/2025 THRU 3/31/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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00-46010			Interest Income							
			B E G I N N I N G		B A L A N C E					0.00

FUND: 50 -WATER & SEWER FUND

00-46010			Interest Income							
			B E G I N N I N G		B A L A N C E					145,078.34CR
1/20/25	2/13	B89186	SweepInterest	19733	Pooled Cash Interest Sweep		JE# 040152		18,060.01CR	163,138.35CR
1/31/25	2/13	B89187	Interest013125	19734	Bank Interest		JE# 040153		4,840.15CR	167,978.50CR
1/31/25	3/03	B89470		19805	Bond Interest		JE# 040328		21,318.74CR	189,297.24CR
2/28/25	3/03	B89367	Interest022825	19793	Bank Interest		JE# 040258		4,665.63CR	193,962.87CR
2/28/25	3/03	B89416	SweepInterest	19798	Pooled Cash Interest Sweep		JE# 040307		17,781.91CR	211,744.78CR
2/28/25	3/31	B89787		19863	Bond Interest		JE# 040450		17,304.06CR	229,048.84CR
3/31/25	4/10	B89937	Interest033125	19903	Bank Interest		JE# 040505		5,212.37CR	234,261.21CR
3/31/25	4/29	B90293		20008	Bond Interest		JE# 040702		18,151.86CR	252,413.07CR
3/31/25	7/30	B91748	SweepInterest	20353	Pooled Cash Interest Sweep		JE# 041415		18,768.73CR	271,181.80CR
			=====	ACCOUNT TOTAL	DB:	0.00	CR:	126,103.46CR		

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** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	145,078.34CR
REPORTED ACTIVITY:	0.00	126,103.46CR
ENDING BALANCES:	0.00	271,181.80CR
TOTAL FUND ENDING BALANCE:		271,181.80CR

FUND: 51 -WATER & SEWER CIP FUND

00-46010			Interest Income							
			B E G I N N I N G		B A L A N C E					0.00

FUND: 60 -EDC

00-46010			Interest Income							
			B E G I N N I N G		B A L A N C E					34,625.47CR
1/31/25	3/03	B89469	Deposit 013125	19805	Bond Interest		JE# 040327		11,591.78CR	46,217.25CR
2/28/25	3/03	B89416	SweepInterest	19798	Pooled Cash Interest Sweep		JE# 040307		235.91CR	46,453.16CR
2/28/25	3/31	B89786	Interest022825	19863	Bond Interest		JE# 040449		9,707.79CR	56,160.95CR
3/31/25	4/29	B90292	Deposit 033125	20008	Bond Interest		JE# 040701		10,806.81CR	66,967.76CR
3/31/25	7/30	B91748	SweepInterest	20353	Pooled Cash Interest Sweep		JE# 041415		2.17CR	66,969.93CR
			=====	ACCOUNT TOTAL	DB:	0.00	CR:	32,344.46CR		

8-20-2025 9:50 AM				D E T A I L L I S T I N G				PAGE: 5					
FUND : 60 -EDC				TRANSACTION DATE: 1/01/2025 THRU 3/31/2025									
DEPT : N/A				ACCOUNTS: ALL									
POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====	AMOUNT=====	=====	BALANCE=====	
--*-*-*				000 ERRORS IN THIS REPORT!				*-*-*-*-*					
				** REPORT TOTALS **				--- DEBITS ---				--- CREDITS ---	
				BEGINNING BALANCES:				0.00				34,625.47CR	
				REPORTED ACTIVITY:				0.00				32,344.46CR	
				ENDING BALANCES:				0.00				66,969.93CR	
				TOTAL FUND ENDING BALANCE:								66,969.93CR	
FUND: 61 -EDC - DEBT SERVICE													

00-46010		Interest Income											
		B E G I N N I N G B A L A N C E										0.00	
FUND: 62 -EDC - CIP													

00-46010		Interest Income											
		B E G I N N I N G B A L A N C E										0.00	
FUND: 67 -CCPC - CIP													

00-46010		Interest Income											
		B E G I N N I N G B A L A N C E										0.00	
FUND: 68 -CCPC													

00-46010		Interest Income											
		B E G I N N I N G B A L A N C E										49,509.52CR	
1/31/25	3/03	B89471		19805	Bond Interest		JE# 040329		16,601.16CR		66,110.68CR		
2/28/25	3/03	B89416	SweepInterest	19798	Pooled Cash Interest Sweep		JE# 040307		1,331.70CR		67,442.38CR		
2/28/25	3/31	B89788		19863	Bond Interest		JE# 040451		12,653.71CR		80,096.09CR		
3/31/25	4/29	B90294		20008	Bond Interest		JE# 040703		13,831.56CR		93,927.65CR		
3/31/25	7/30	B91748	SweepInterest	20353	Pooled Cash Interest Sweep		JE# 041415		889.02CR		94,816.67CR		
=====				ACCOUNT TOTAL	DB:	0.00	CR:	45,307.15CR					
--*-*-*				000 ERRORS IN THIS REPORT!				*-*-*-*-*					
				** REPORT TOTALS **				--- DEBITS ---				--- CREDITS ---	
				BEGINNING BALANCES:				0.00				49,509.52CR	
				REPORTED ACTIVITY:				0.00				45,307.15CR	
				ENDING BALANCES:				0.00				94,816.67CR	
				TOTAL FUND ENDING BALANCE:								94,816.67CR	

FUND : 74 -CLFRF (Coronavirus)

TRANSACTION DATE: 1/01/2025 THRU 3/31/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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FUND: 74 -CLFRF (Coronavirus)

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 75 -COVID-19 GRANT TC

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 91 -ESCROW ACCOUNT-DEER CREEK

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 92 -ESCROW ACCT-STONE BROOK

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 93 -ESCROW ACCT-RAY'S PL II

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 94 -ESCROW-THE BRIDGES PH 4B

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

*** GRAND TOTALS ***

	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	541,405.01CR
REPORTED ACTIVITY:	0.00	551,068.15CR
ENDING BALANCES:	0.00	1,092,473.16CR
GRAND TOTAL ENDING BALANCE:		1,092,473.16CR

SELECTION CRITERIA

FISCAL YEAR: Oct-2024 / Sep-2025
FUND: All
TRANSACTION DATES: 1/01/2025 THRU 3/31/2025
TRANSACTIONS: BOTH

ACCOUNT SELECTION

ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZ
DEPARTMENT RANGE: - THRU -
ACTIVE FUNDS ONLY: NO
ACTIVE ACCOUNT ONLY: NO
INCLUDE RESTRICTED ACCOUNTS: NO
DIGIT SELECTION: ??-46010??????

PRINT OPTIONS DETAIL

OMIT ACCOUNTS WITH NO ACTIVITY: NO
PRINT ENCUMBRANCES: NO
PRINT VENDOR NAME: NO
PRINT PROJECTS: NO
PRINT JOURNAL ENTRY NOTES: NO
PRINT MONTHLY TOTALS: NO
PRINT GRAND TOTALS: YES
PRINT: INVOICE #
PAGE BREAK BY: NONE

*** END OF REPORT ***

City of Crowley
Quarterly Investment Report
03/31/25

	General	Court-Special Revenue	PEG -Special Revenue	TIF/TIRZ	Truancy	Donation	Debt Service	Construction in Progress	Water	Water Construction in Progress	4B Economic Development	CCPC	Grant	Escrow	Total in Investment Account
Texpool 1111	17,360,385	62,826	227,019	886,493	45,246	101,355	1,159,397	179,376	2,318,340	216,658	1,164	-			22,558,259
Texpool 2002 CO Bond											3,365,727				3,365,727
Texpool 2005 CO Bond												2,768,002			2,768,002
Texpool 2012 CO Bond	-						-	-							-
Texpool 2016 CO Bond	150,472								886,471						1,036,943
Texpool - 2018 CO Bond	-						-	-			-				-
Texpool - 2019 CO Bond									418,540	526,397					944,937
Texpool - 2021 CO Bond	1,706,693						25,518	8,328,008							10,060,219
Texpool - 2024 CO Bond												1,344,739			1,344,739
Total by Fund	19,217,550	62,826	227,019	886,493	45,246	101,355	1,184,915	8,507,384	3,623,351	743,055	3,366,891	4,112,741	-	-	42,078,826
Interest Earned	309,890	678	2,674	15,804	488	1,094	12,217		101,441		34,044	43,150			521,480

Lori M. Watson

8-20-2025 10:10 AM					D E T A I L L I S T I N G					PAGE: 1				
FUND : 10 -GENERAL FUND					TRANSACTION DATE: 4/01/2025 THRU 6/30/2025									
DEPT : N/A					ACCOUNTS: ALL									
POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====	AMOUNT=====	=====	BALANCE=====		

00-46010		Interest Income												
					B E G I N N I N G	B A L A N C E					591,056.61CR			
4/30/25	7/02	B91351	Deposit 043025	20251	Bond Interest		JE# 041227			102,610.96CR		693,667.57CR		
4/30/25	7/30	B91749	SweepInterest	20354	Pooled Cash Interest Sweep		JE# 041416			2,294.17CR		695,961.74CR		
5/30/25	7/30	B91750	SweepInterest	20355	Pooled Cash Interest Sweep		JE# 041417			575.17CR		696,536.91CR		
5/31/25	7/02	B91364	Interest053125	20254	Bond Interest		JE# 041239			104,717.24CR		801,254.15CR		
6/30/25	7/15	B91528	Deposit 063025	20309	Bond Interest		JE# 041327			99,692.00CR		900,946.15CR		
=====				ACCOUNT TOTAL	DB:	0.00	CR:	309,889.54CR						
--*-*-*-*-*-*-*-*-*-*-*					000 ERRORS IN THIS REPORT!			*-*-*-*-*-*-*-*-*-*-*-*-*						
					** REPORT TOTALS **	--- DEBITS ---			--- CREDITS ---					
					BEGINNING BALANCES:	0.00			591,056.61CR					
					REPORTED ACTIVITY:	0.00			309,889.54CR					
					ENDING BALANCES:	0.00			900,946.15CR					
					TOTAL FUND ENDING BALANCE:				900,946.15CR					
FUND: 11 -SPECIAL REVENUE-COURT														

00-46010		Interest Income												
					B E G I N N I N G	B A L A N C E					1,447.16CR			
4/30/25	7/02	B91352		20251	Bond Interest		JE# 041228			224.81CR		1,671.97CR		
5/31/25	7/02	B91365		20254	Bond Interest		JE# 041240			230.83CR		1,902.80CR		
6/30/25	7/15	B91529		20309	Bond Interest		JE# 041328			222.45CR		2,125.25CR		
=====				ACCOUNT TOTAL	DB:	0.00	CR:	678.09CR						
--*-*-*-*-*-*-*-*-*-*					000 ERRORS IN THIS REPORT!			*-*-*-*-*-*-*-*-*-*-*-*						
					** REPORT TOTALS **	--- DEBITS ---			--- CREDITS ---					
					BEGINNING BALANCES:	0.00			1,447.16CR					
					REPORTED ACTIVITY:	0.00			678.09CR					
					ENDING BALANCES:	0.00			2,125.25CR					
					TOTAL FUND ENDING BALANCE:				2,125.25CR					
FUND: 12 -SPECIAL REV-INKIND PEG														

00-46010		Interest Income												
					B E G I N N I N G	B A L A N C E					5,880.59CR			
4/30/25	7/02	B91353		20251	Bond Interest		JE# 041229			812.32CR		6,692.91CR		
4/30/25	7/30	B91749	SweepInterest	20354	Pooled Cash Interest Sweep		JE# 041416			111.39CR		6,804.30CR		
5/30/25	7/30	B91750	SweepInterest	20355	Pooled Cash Interest Sweep		JE# 041417			112.53CR		6,916.83CR		
5/31/25	7/02	B91366		20254	Bond Interest		JE# 041241			834.09CR		7,750.92CR		
6/30/25	7/15	B91530		20309	Bond Interest		JE# 041329			803.82CR		8,554.74CR		
=====				ACCOUNT TOTAL	DB:	0.00	CR:	2,674.15CR						

FUND : 12 -SPECIAL REV-INKIND PEG

TRANSACTION DATE: 4/01/2025 THRU 6/30/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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*****000 ERRORS IN THIS REPORT!*****

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	5,880.59CR
REPORTED ACTIVITY:	0.00	2,674.15CR
ENDING BALANCES:	0.00	8,554.74CR
TOTAL FUND ENDING BALANCE:		8,554.74CR

FUND: 14 -SPECIAL REVENUE- TIRZ/TIF

00-46010	Interest Income					
		B E G I N N I N G	B A L A N C E			
						41,252.05CR
4/30/25	7/02 B91354	20251 Bond Interest	JE# 041230	3,172.07CR		44,424.12CR
4/30/25	7/30 B91749 SweepInterest	20354 Pooled Cash Interest Sweep	JE# 041416	3,195.59CR		47,619.71CR
5/30/25	7/30 B91750 SweepInterest	20355 Pooled Cash Interest Sweep	JE# 041417	3,040.56CR		50,660.27CR
5/31/25	7/02 B91367	20254 Bond Interest	JE# 041242	3,257.06CR		53,917.33CR
6/30/25	7/15 B91531	20309 Bond Interest	JE# 041330	3,138.87CR		57,056.20CR
	=====	ACCOUNT TOTAL DB:	0.00 CR:	15,804.15CR		

*****000 ERRORS IN THIS REPORT!*****

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	41,252.05CR
REPORTED ACTIVITY:	0.00	15,804.15CR
ENDING BALANCES:	0.00	57,056.20CR
TOTAL FUND ENDING BALANCE:		57,056.20CR

FUND: 15 -SPECIAL REVENUE-TRUANCY

00-46010	Interest Income					
		B E G I N N I N G	B A L A N C E			
						1,042.21CR
4/30/25	7/02 B91355	20251 Bond Interest	JE# 041231	161.90CR		1,204.11CR
5/31/25	7/02 B91368	20254 Bond Interest	JE# 041243	166.24CR		1,370.35CR
6/30/25	7/15 B91532	20309 Bond Interest	JE# 041331	160.21CR		1,530.56CR
	=====	ACCOUNT TOTAL DB:	0.00 CR:	488.35CR		

FUND : 15 -SPECIAL REVENUE-TRUANCY

TRANSACTION DATE: 4/01/2025 THRU 6/30/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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--*-*-*-*-*-*-*-*-*-*-*-*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*-*-*-*-*-*-*-*-*-*-**

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	1,042.21CR
REPORTED ACTIVITY:	0.00	488.35CR
ENDING BALANCES:	0.00	1,530.56CR
TOTAL FUND ENDING BALANCE:		1,530.56CR

FUND: 16 -DONATION

00-46010	Interest Income								
		B E G I N N I N G	B A L A N C E						
									2,334.62CR
4/30/25	7/02 B91356	20251 Bond Interest		JE# 041232			362.67CR		2,697.29CR
5/31/25	7/02 B91369	20254 Bond Interest		JE# 041244			372.38CR		3,069.67CR
6/30/25	7/15 B91533	20309 Bond Interest		JE# 041332			358.87CR		3,428.54CR
	=====	ACCOUNT TOTAL	DB:	0.00	CR:	1,093.92CR			

--*-*-*-*-*-*-*-*-*-*-*-*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*-*-*-*-*-*-*-*-*-*-**

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	2,334.62CR
REPORTED ACTIVITY:	0.00	1,093.92CR
ENDING BALANCES:	0.00	3,428.54CR
TOTAL FUND ENDING BALANCE:		3,428.54CR

FUND: 20 -DEBT SERVICE

00-46010	Interest Income								
		B E G I N N I N G	B A L A N C E						
									16,491.52CR
4/30/25	7/02 B91357	20251 Bond Interest		JE# 041233			3,975.47CR		20,466.99CR
5/31/25	7/02 B91370	20254 Bond Interest		JE# 041245			4,136.44CR		24,603.43CR
6/30/25	7/15 B91534	20309 Bond Interest		JE# 041333			4,105.16CR		28,708.59CR
	=====	ACCOUNT TOTAL	DB:	0.00	CR:	12,217.07CR			

--*-*-*-*-*-*-*-*-*-*-*-*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*-*-*-*-*-*-*-*-*-*-**

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	16,491.52CR
REPORTED ACTIVITY:	0.00	12,217.07CR
ENDING BALANCES:	0.00	28,708.59CR
TOTAL FUND ENDING BALANCE:		28,708.59CR

FUND: 31 -GENERAL CIP FUND

FUND : 31 -GENERAL CIP FUND

TRANSACTION DATE: 4/01/2025 THRU 6/30/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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00-46010	Interest Income			
		B E G I N N I N G	B A L A N C E	0.00

FUND: 50 -WATER & SEWER FUND

00-46010	Interest Income		
	B E G I N N I N G	B A L A N C E	271,181.80CR

4/30/25	5/06	B90385	Interest043025	20023	Bank Interest	JE# 040761	5,196.71CR	276,378.51CR
4/30/25	7/02	B91359		20251	Bond Interest	JE# 041235	16,917.98CR	293,296.49CR
4/30/25	7/30	B91749	SweepInterest	20354	Pooled Cash Interest Sweep	JE# 041416	18,429.30CR	311,725.79CR
5/30/25	6/12	B90989	Interest053025	20154	Bank Interest	JE# 041017	5,586.17CR	317,311.96CR
5/30/25	7/30	B91750	SweepInterest	20355	Pooled Cash Interest Sweep	JE# 041417	18,298.50CR	335,610.46CR
5/31/25	7/02	B91372		20254	Bond Interest	JE# 041247	16,417.46CR	352,027.92CR
6/30/25	7/01	B91311	Interest063025	20246	Bank Interest	JE# 041190	5,489.95CR	357,517.87CR
6/30/25	7/15	B91536		20309	Bond Interest	JE# 041335	15,104.97CR	372,622.84CR
=====			ACCOUNT TOTAL	DB:	0.00	CR:	101,441.04CR	

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*-*-*-*-*-*-*-*-*-*-*-*-*-*-*          000 ERRORS IN THIS REPORT!      *-*-*-*-*-*-*-*-*-*-*-*-*-**
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** REPORT TOTALS **	---	DEBITS	---	---	CREDITS	---
BEGINNING BALANCES:		0.00			271,181.80CR	
REPORTED ACTIVITY:		0.00			101,441.04CR	
ENDING BALANCES:		0.00			372,622.84CR	
TOTAL FUND ENDING BALANCE:					372,622.84CR	

FUND: 51 -WATER & SEWER CIP FUND

00-46010	Interest Income			
		B E G I N N I N G	B A L A N C E	0.00

FUND: 60 -EDC

00-46010	Interest Income		
	B E G I N N I N G	B A L A N C E	66,969.93CR

4/30/25	7/02	B91358	Deposit 043025	20251	Bond Interest	JE# 041234	10,690.52CR	77,660.45CR
4/30/25	7/30	B91749	SweepInterest	20354	Pooled Cash Interest Sweep	JE# 041416	168.86CR	77,829.31CR
5/30/25	7/30	B91750	SweepInterest	20355	Pooled Cash Interest Sweep	JE# 041417	137.11CR	77,966.42CR
5/31/25	7/02	B91371		20254	Bond Interest	JE# 041246	11,407.92CR	89,374.34CR
6/30/25	7/15	B91535		20309	Bond Interest	JE# 041334	11,639.11CR	101,013.45CR
			=====	ACCOUNT TOTAL	DB:	0.00	CR:	34,043.52CR

FUND : 60 -EDC

TRANSACTION DATE: 4/01/2025 THRU 6/30/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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000 ERRORS IN THIS REPORT!

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	66,969.93CR
REPORTED ACTIVITY:	0.00	34,043.52CR
ENDING BALANCES:	0.00	101,013.45CR
TOTAL FUND ENDING BALANCE:		101,013.45CR

FUND: 61 -EDC - DEBT SERVICE

00-46010	Interest Income									
		B E G I N N I N G		B A L A N C E						0.00

FUND: 62 -EDC - CIP

00-46010	Interest Income									
		B E G I N N I N G		B A L A N C E						0.00

FUND: 67 -CCPC - CIP

00-46010	Interest Income									
		B E G I N N I N G		B A L A N C E						0.00

FUND: 68 -CCPC

00-46010	Interest Income									
		B E G I N N I N G		B A L A N C E						94,816.67CR
4/30/25	7/02 B91360		20251 Bond Interest		JE# 041236			13,722.32CR		108,538.99CR
4/30/25	7/30 B91749 SweepInterest		20354 Pooled Cash Interest Sweep		JE# 041416			494.85CR		109,033.84CR
5/30/25	7/30 B91750 SweepInterest		20355 Pooled Cash Interest Sweep		JE# 041417			274.03CR		109,307.87CR
5/31/25	7/02 B91373		20254 Bond Interest		JE# 041248			14,367.39CR		123,675.26CR
6/30/25	7/15 B91537		20309 Bond Interest		JE# 041336			14,291.02CR		137,966.28CR
	=====	ACCOUNT TOTAL	DB:	0.00	CR:		43,149.61CR			

000 ERRORS IN THIS REPORT!

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	94,816.67CR
REPORTED ACTIVITY:	0.00	43,149.61CR
ENDING BALANCES:	0.00	137,966.28CR
TOTAL FUND ENDING BALANCE:		137,966.28CR

FUND : 74 -CLFRF (Coronavirus)

TRANSACTION DATE: 4/01/2025 THRU 6/30/2025

DEPT : N/A

ACCOUNTS: ALL

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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FUND: 74 -CLFRF (Coronavirus)

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 75 -COVID-19 GRANT TC

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 91 -ESCROW ACCOUNT-DEER CREEK

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 92 -ESCROW ACCT-STONE BROOK

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 93 -ESCROW ACCT-RAY'S PL II

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

FUND: 94 -ESCROW-THE BRIDGES PH 4B

00-46010			Interest Income							
				B E G I N N I N G	B A L A N C E					0.00

*** GRAND TOTALS ***

	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	1,092,473.16CR
REPORTED ACTIVITY:	0.00	521,479.44CR
ENDING BALANCES:	0.00	1,613,952.60CR
GRAND TOTAL ENDING BALANCE:		1,613,952.60CR

SELECTION CRITERIA

FISCAL YEAR: Oct-2024 / Sep-2025
FUND: All
TRANSACTION DATES: 4/01/2025 THRU 6/30/2025
TRANSACTIONS: BOTH

ACCOUNT SELECTION

ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZ
DEPARTMENT RANGE: - THRU -
ACTIVE FUNDS ONLY: NO
ACTIVE ACCOUNT ONLY: NO
INCLUDE RESTRICTED ACCOUNTS: NO
DIGIT SELECTION: ??-46010??????

PRINT OPTIONS DETAIL

OMIT ACCOUNTS WITH NO ACTIVITY: NO
PRINT ENCUMBRANCES: NO
PRINT VENDOR NAME: NO
PRINT PROJECTS: NO
PRINT JOURNAL ENTRY NOTES: NO
PRINT MONTHLY TOTALS: NO
PRINT GRAND TOTALS: YES
PRINT: INVOICE #
PAGE BREAK BY: NONE

*** END OF REPORT ***



City of Crowley, Texas City Council Agenda Report

Presenter: Lori Watson	Meeting Date: November 6, 2025
Department: City Manager	Agenda Item: IV.1.
Subject: Discuss and consider approval of Resolution No. R11-2025-467 designating the Assistant Finance Director as the City's investment officer pursuant to the Texas Public Funds Investment Act and providing an effective date.	

Background:

Section 2256 of the Texas Government Code requires the governing body to formally designate an officer or employee to perform the tasks of an investment officer in compliance with Section 2256.005. This will designate those duties to the Assistant Finance Director.

Recommendation:

Financial Information:

None

Attachments:

1. RES R11-2025-467 Designated Investment Officer

RESOLUTION NO. R11-2025-467

**A RESOLUTION OF THE CITY COUNCIL OF CROWLEY, TEXAS,
DESIGNATING THE ASSISTANT FINANCE DIRECTOR AS THE CITY'S
INVESTMENT OFFICER PURSUANT TO THE TEXAS PUBLIC FUNDS
INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Public Funds Investment Act ("Act"), Chapter 2256 of the Texas Government Code, requires the City to review and adopt an investment policy annually for its fund and funds under its control; and

WHEREAS, the City of Crowley, Texas (the "City") is required under the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code (the "Act"), to designate one or more officers or employees as the investment officer(s) of the City; and

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

SECTION 1.

That, in accordance with Section 2256 of the Texas Government Code, the City Council hereby designates the City Assistant Finance Director as the officer responsible for complying with Section 2256.005.

SECTION 2.

That this resolution shall be effective immediately from and after its passage.

PASSED AND APPROVED at a regular meeting of the City Council of Crowley, Texas, on this the 6th day of November 2025.

Billy P. Davis, Mayor

ATTEST:

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Heather Gwin	Meeting Date: November 6, 2025
Department: Finance	Agenda Item: IV.2.
Subject: Discuss and consider adoption of Resolution R11-2025-468 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items for the city for auction.	

Background:

Staff has provided a Resolution to document the authorization of the sale or disposal of surplus. The city will utilize the Buyboard cooperative contract with Rene' Bates Auctioneers, Inc. for the online auction of surplus.

Recommendation:

Staff respectfully requests City Council consideration and approval of Resolution R11-2025-468 declaring certain property as surplus and authorizing items to be listed for auction or disposal.

Financial Information:

The contract with Rene' Bates Auctioneers, Inc. proposed a 10% Buyer's Premium in lieu of a commission. There will be no charge to the City.

Attachments:

1. Resolution R11-2025-468
2. Exhibit A 110625

RESOLUTION NO. R11-2025-468

RESOLUTION OF THE CITY OF CROWLEY DECLARING CERTAIN PROPERTY AS SURPLUS TO THE CITY'S NEEDS; AUTHORIZING ITS SALE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crowley has accumulated numerous items of surplus, as listed on Exhibit A.

WHEREAS, the City of Crowley wishes to sell surplus items of value, and dispose of surplus items of no value to the city.

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

The described property listed as Exhibit A is hereby declared surplus to the needs of the city. Staff is instructed to publicize and sell all items for the best available price, in accordance with State regulations; and, to dispose of surplus items of no value.

PRESENTED AND PASS ON THIS THE 6TH DAY OF NOVEMBER 2025, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser
City Secretary

EXHIBIT A

WEAPONS		
Bushmaster	L467026	16"
Bushmaster	L467011	16"
Colt	LBD-016539	16"
Colt	LBD-016365	16"
Colt	LBD-016373	16"
Colt	LBD-025306	16"
Colt	LBD-016334	16"
Colt	LBD-016509	16"
Colt	LE-059743	16"
Colt	LE-059744	11.5"
Colt	LBD-025405	16"
Colt	LE-081258	14.5"
Colt Commando Auto	A0201362	10"
Colt Commando Auto	A0227320	10"
Colt Commando Auto	A0227321	10"
Colt Commando Auto	A0227322	10"
Colt Commando Auto	A0223277	10"
Colt Commando Auto	A0301216	10"
Colt M4 Auto	LE-366522	10"
Colt M4 Auto	LE-366516	10"
ACCESSORIES		
Aimpoint Comp ML3/micro	Quantity: 4	
EOTech	Quantity: 2	
WATER METERS	2,397 Brass Meter Bodies	
VEHICLES		
Public Works	1995 LN800 Dump Truck	1FDYW82E75VA79256
	1991 LN800 Dump Truck	1FDYW82A9MYA32830
	2005 Ford F150 Pickup	1FTRF12255NB44390
	2012 Ford F150 Pickup	1FTMF1CM1CKD06704
	2017 Ford F150 Pickup	1FTMF1C84HKC07904
Parks Dept.	2010 Ford F150 Pickup	1FTMF1CW8AKA82619
	2012 Ford F150 Pickup	1FTMF1CM3CKD06705
Water Dept.	2012 F750 Dump Truck	3FRXF7FE2CV336708
Police Dept.	2009 Dodge Charger	2B3KA43T19H557710
	2017 Ford PPV	1FM5K8AR1HGE29805
Fire Dept.	2002 Ford Excursion	1FMNU40552EB39884



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: November 6, 2025
Department: Asst City Managers	Agenda Item: IV.3.
Subject: Discuss and consider approval of Resolution R11-2025-469 authorizing an advance funding agreement (AFA) with TxDOT for local maintenance of railroad pavement markings and signs and authorizing the city manager or her designee to execute the AFA.	

Background:

Over the summer Texas Department of Transportation (TxDOT) notified the city of a grant program focused on railroad crossing safety. The grant provides resources and project oversight for updating the traffic markings and traffic signage on roadways that intersect railroad services.

Management has worked with TxDOT to identify the crossings that exist on roadways that are managed by the city. Main Street and Mustang Drive are roadways that are managed and maintained by the city. During the recent quiet zone project the signs and markings were improved. Over the past few years they have faded and could use some revitalization.

The grant requires that the municipality maintain the traffic markings and the traffic signs according to the current Texas Manual on Uniform Traffic Control Devices (TMUTCD). That requirement would be in line with the city's overall intent of maintaining the roadway and associated traffic management components.

Recommendation:

Staff respectfully requests Council approval of the resolution as presented.

Financial Information:

The initial project costs will be covered by TxDOT. The ongoing maintenance of the traffic marking and signage will be the ongoing responsibility of the city. Both Main Street and Mustang are city-owned right-of-way. Thus, the maintenance of the traffic markings and signs has been and will continue to be the responsibility of the city. Thus, the future financial impact will not result in a new budgetary expense.

Attachments:

1. AFA Resolution.CLME
2. 0902-00-414_Z00011880_DRAFT RR AFA Rev 1

RESOLUTION NO. R11-2025-469

A RESOLUTION OF THE CITY OF CROWLEY, TEXAS AUTHORIZING AN ADVANCE FUNDING AGREEMENT (AFA) FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM); AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE AFA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) has identified the highway-rail grade crossings located on the BNSF railroad within the jurisdiction of the City of Crowley; and

WHEREAS, TxDOT has initiated a project and will seek funding for the project to bring the highway-grade crossing approaches into compliance with Federal and State regulatory standards; and

WHEREAS, at the completion of the project, the City of Crowley shall receive from TxDOT at no cost, the installed roadway signage and pavement markings that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

WHEREAS, after accepting the installed roadway signage and pavement markings as locally owned facilities, the City of Crowley agrees to maintain the roadway signage and pavement markings to the standards of the City of Crowley and in compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

WHEREAS, the City of Crowley, authorizes an Advance Funding Agreement (AFA) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) with Texas Department of Transportation for the City of Crowley to maintain the installed roadway signs, sign supports, and pavement markings to the standards of the City of Crowley. The authorized representative of the City of Crowley is authorized to execute all documents necessary to complete this transaction.

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

SECTION 1.

The City Council authorizes an Advance Funding Agreement with the State of Texas for the maintenance of roadway signage and pavement markings for the highway-rail grade crossing(s) as located at the BNSF railroad and West Mustang Street and Main Street.

SECTION 2.

The Crowley City Manager, or her designee, is authorized to execute all documents necessary to complete this transaction.

SECTION 3.

It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 4.

This Resolution shall take effect upon its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS ON THIS 6TH DAY OF NOVEMBER, 2025.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011880	CFDA No.	20.205
AFA CSJs	0902-00-414			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	10450		
Project Name	Signs and Striping Project			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD PAVEMENT MARKINGS AND SIGNS
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas (“State”), acting by and through the Texas Department of Transportation (“**TxDOT**”), and the City of Crowley, acting by and through its duly authorized officials (“**Local Government**”).

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration (“**FHWA**”) and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 (“**Section 130**”) provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified BNSF Railway (“**Railroad**”) highway-rail grade crossing(s) in the City of Crowley, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad(s) to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade and installation of traffic signage and pavement markings (“**Section 130 Project**”) and understands that the **Section 130 Project** will upgrade or install new signs and pavement markings, which are identified and provided in Attachment B, that the Local Government will be responsible for maintaining; and

TxDOT:				Federal Highway Administration:	
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WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

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

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

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

5. Remedies

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

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“**TDLR**”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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7. Notice

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

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

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

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

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

10. Compliance with Laws

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

11. Sole Agreement

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

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an

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audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

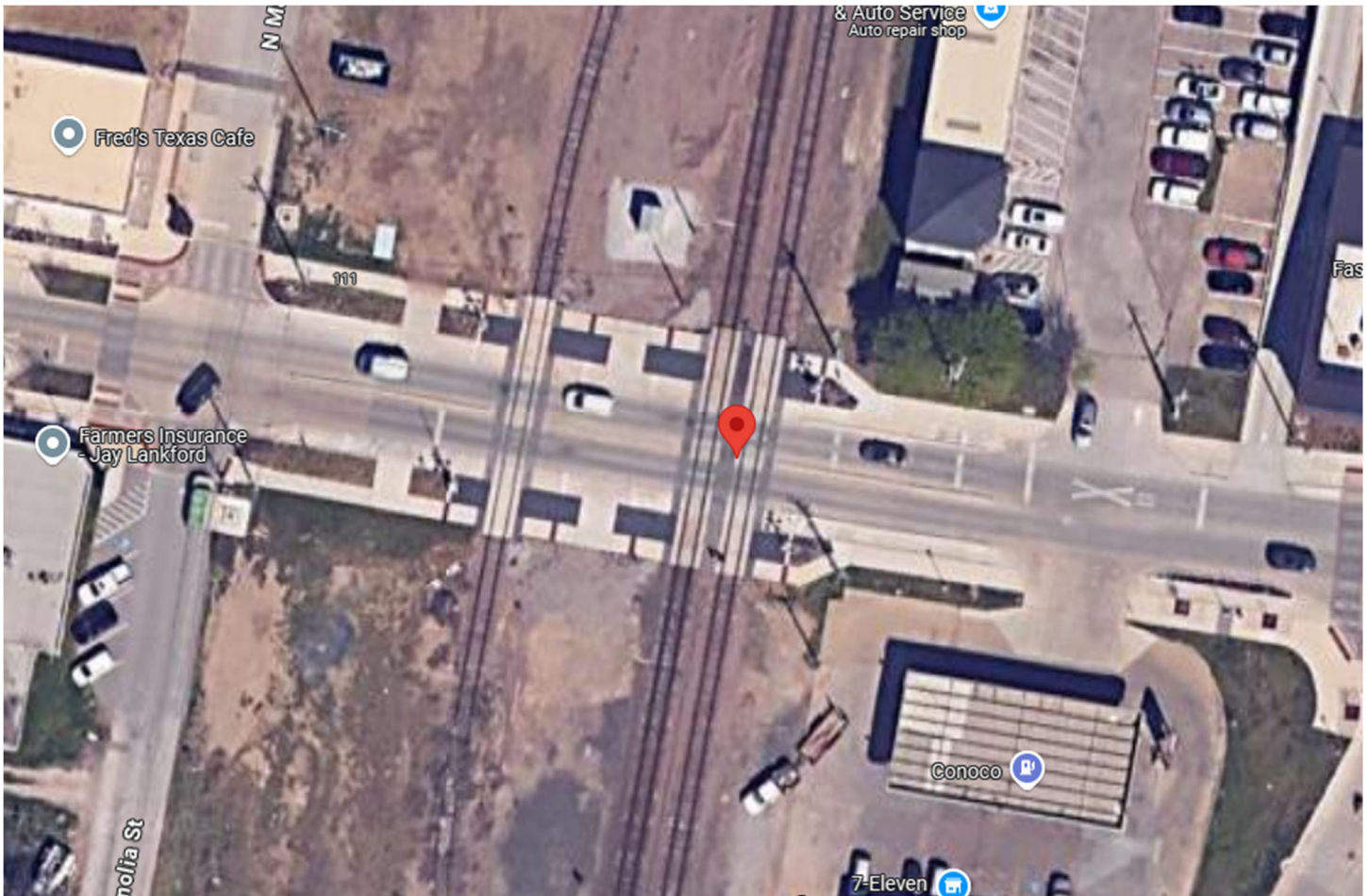
Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011880	CFDA No.	20.205
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Attachment A
LOCATION MAP SHOWING PROJECT

DOT 020464J



TxDOT:				Federal Highway Administration:	
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DOT 020465R



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011880	CFDA No.	20.205
AFA CSJs	0902-00-414			CFDA Title	Highway Planning and Construction
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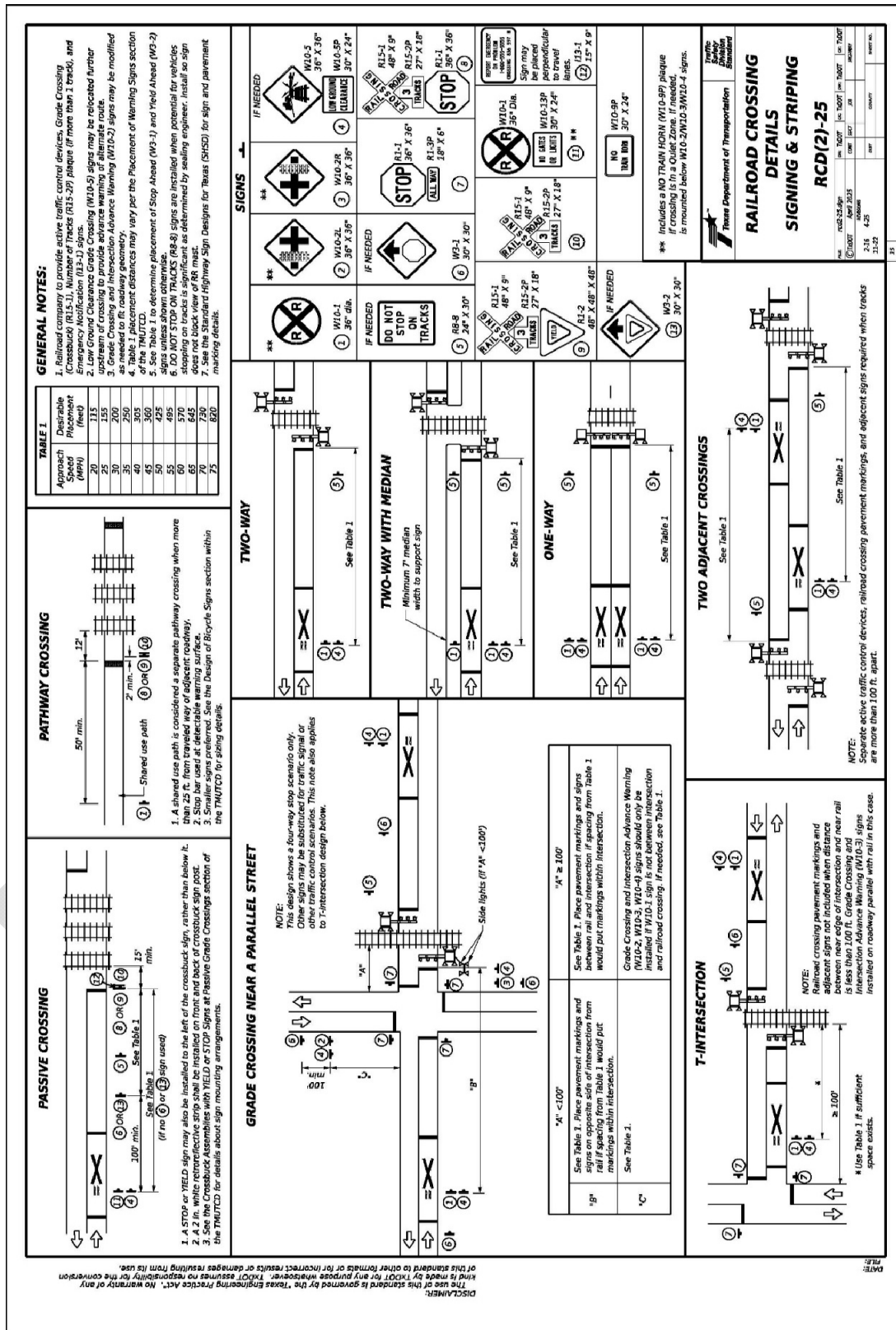
**ATTACHMENT B
SCOPE OF WORK (SOW)**

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

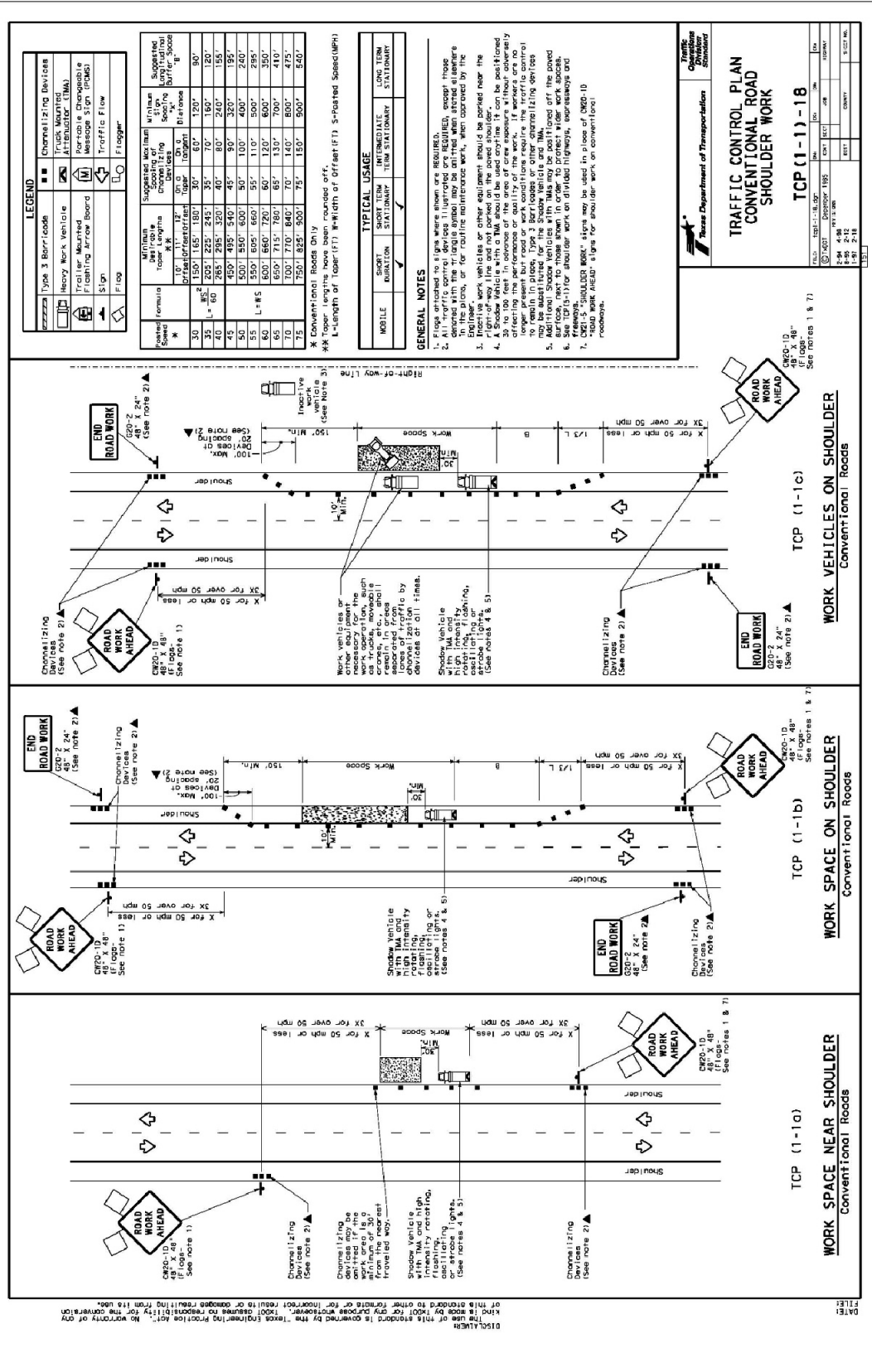
Location List:

DOT	Railroad	Crossing Street		DOT	Railroad	Crossing Street
020465R	BNSF	West Mustang Street		020464J	BNSF	Main Street

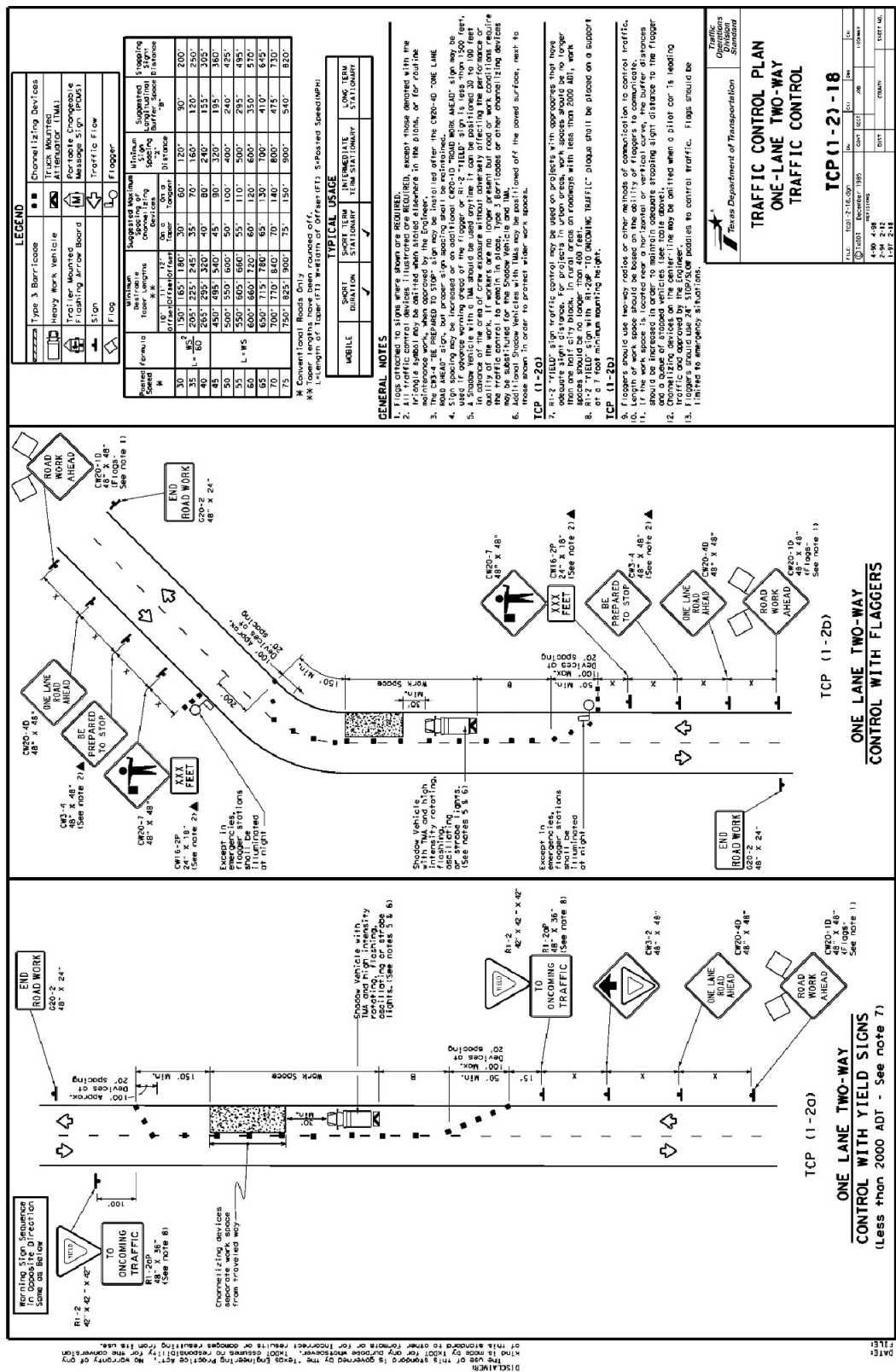
TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011880	CFDA No.	20.205
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Attachment C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT



City of Crowley, Texas City Council Agenda Report

Presenter:	Meeting Date: November 6, 2025
Department: Community Development	Agenda Item: VII.4.
Subject: Discuss and consider approval of a pole sign for the Kent Kwik gas station, located at 732 N Crowley RD, Crowley, TX 76036	

Background:

As you may be aware, the new Kent Kwik gas station at 732 N Crowley Rd is near completion. Various sign permits have been applied for and issued, with exception of a proposed pole sign, which required City Council approval.

The plans submitted include an engineered design. The advertisement copy, colors, and over aesthetics of the design however, are subject to interpretation. City Council should consider the following sections of City Ordinance No. 02-2025-556:

Section 102-129 Master sign plan.

(a) *Purpose.* The purpose of a master sign plan is to allow an applicant, subject to approval of the city council, the option of designating an area that will define unique characteristics in all sign elements including: type, design, and location based on a specific performance criteria. The goal of a master sign plan is to:

- (1) Promote consistency among signs within a development creating visual harmony between signs, buildings and the other components of the property;
- (2) Enhance the compatibility of signs with the architectural and site design features within a development;
- (3) Encourage signage in character with planned and existing uses, creating a unique sense of place;
- (4) Encourage multi-tenant commercial uses to develop a unique set of sign regulations to compliment the development standards; and
- (5) Facilitate the permitting of signage that may be at variance with the strict application of the other regulations contained in this article, but still consistent with the purposes of this article, thereby allowing a developer sufficient flexibility to accomplish reasonable commercial goals while maintaining the quality of life of the residents of the city.

(d) (3) Color.

Color. Avoid using too many colors. Colors or combinations of colors that interfere with legibility of the sign copy or that interfere with viewer identification of other signs should be avoided.

A narrative has been prepared by the applicant for your review. Additionally, the sign plans and advertisement copy have been included for review.

Attachments:

1. Kent Kwik 470_Pylon Sign Narrative
2. POLE SIGN DRAWINGS



Municipality: City of Crowley (TX)

Project: Kent Kwik 470 – Fuel Station w/ Convenience Store and Car Wash

Location: 732 N Crowley Rd, Crowley, TX 76036

Applicant: Kent Distributors, Inc

Date: 10/20/2025

RE: Narrative in support of proposed pylon sign

1. Project Overview

The proposed pylon sign is an essential component of the new Kent Kwik Convenience Store located at 732 N Crowley Rd, Crowley, TX 76036. The business will provide essential services including fuel, convenience goods, and food options to residents, commuters, and visitors alike. To operate safely and effectively, clear and visible signage is required to inform and guide motorists entering and exiting the site.

2. Purpose and Need for the Pylon Sign

The primary purpose of the pylon sign is to ensure safe, effective visibility for motorists traveling along North Crowley Road. Due to traffic speeds, sight distances, changes in topography, and the location of the site relative to surrounding development, building-mounted and monument signage alone is insufficient for motorists to identify the site in time to safely turn into the property.

A pylon sign will:

- **Enhance Traffic Safety:** Early visual recognition allows drivers adequate time to slow down and turn safely, reducing sudden braking and lane changes.
- **Improve Wayfinding:** The sign provides clear identification for travelers unfamiliar with the area, particularly since the site serves as a fuel and rest stop for through-traffic.
- **Support Economic Viability:** The visibility afforded by a pylon sign is crucial for the business to attract customers in a competitive corridor. Included below are examples of other fueling station / convenience stores within the City of Crowley showing all benefit from a pylon sign, while multiple sites have two pylon signs. Without a highly-visible pylon sign containing the business ID and fuel pricing, the site's exposure

would be significantly reduced, creating a competitive disadvantage and impacting its long-term sustainability.

Shell

101 N Crowley Rd, Crowley, TX 76036



Chevron

904 S Crowley Rd, Crowley, TX 76036



7-Eleven
100 E Main St, Crowley, TX 76036



7-Eleven
501 NW Renfro St, Crowley, TX 76036



- **Complement Corridor Aesthetics:** The design of the proposed pylon sign has been carefully planned to meet or exceed the city's design guidelines, incorporating quality materials, appropriate scale, and architectural features consistent with the main building and surrounding developments.

3. Consistency with City of Crowley Ordinances

The City of Crowley's Code of Ordinances, Chapter 102 – Signs, establishes standards for signage. The proposed pylon sign will be designed and located in full compliance with applicable requirements, including height, setback, lighting, and architectural integration.

4. Community and Corridor Enhancement

The proposed pylon sign will contribute to a visually cohesive and professional commercial appearance along the corridor, reduce driver uncertainty, prevent sign clutter by consolidating identification, and enhance the overall character of the area consistent with the City's design goals.

5. Conclusion

In summary, the requested pylon sign is necessary for safe and effective site operation, consistent with the City of Crowley's signage regulations, designed to enhance the corridor's appearance, and supportive of the community's economic vitality and safety objectives. Kent Distributors, Inc respectfully requests approval of this pylon sign as part of the development's overall signage plan.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'KF', with a large, sweeping loop at the end.

Kevin Fryer
Kent Distributors, Inc



KK470 | CROWLEY, TX

PRINCE SIGNS

DESIGN | FABRICATION | INSTALLATION



PRINCE SIGNS

Houston, TX 281-345-4488 | Midland, TX 432-505-4056 | info@princesigns.com | www.princesigns.com

SCOPE

SUPPLY & INSTALL “C78” CHEVRON CABINET
SUPPLY & INSTALL “C78” TECHRON CABINET
SUPPLY & INSTALL “C78” PRICER CABINET
MFG. & INSTALL KENT KWIK CABINET
SUPPLY (2) PAN-FORMED & EMBOSSED FACES
MFG. & INSTALL KENT EATS CABINET
SUPPLY (2) PAN-FORMED & EMBOSSED FACES
MFG. & INSTALL KENT CARWASH CABINET
SUPPLY (2) PAN-FORMED & EMBOSSED FACES
MFG. & INSTALL DRIVE-THRU CABINET
SUPPLY (2) PAN-FORMED & EMBOSSED FACES

MATERIAL SPECS

AL1ALUMINUM
A1POLYCARBONATE

VINYL SPECS

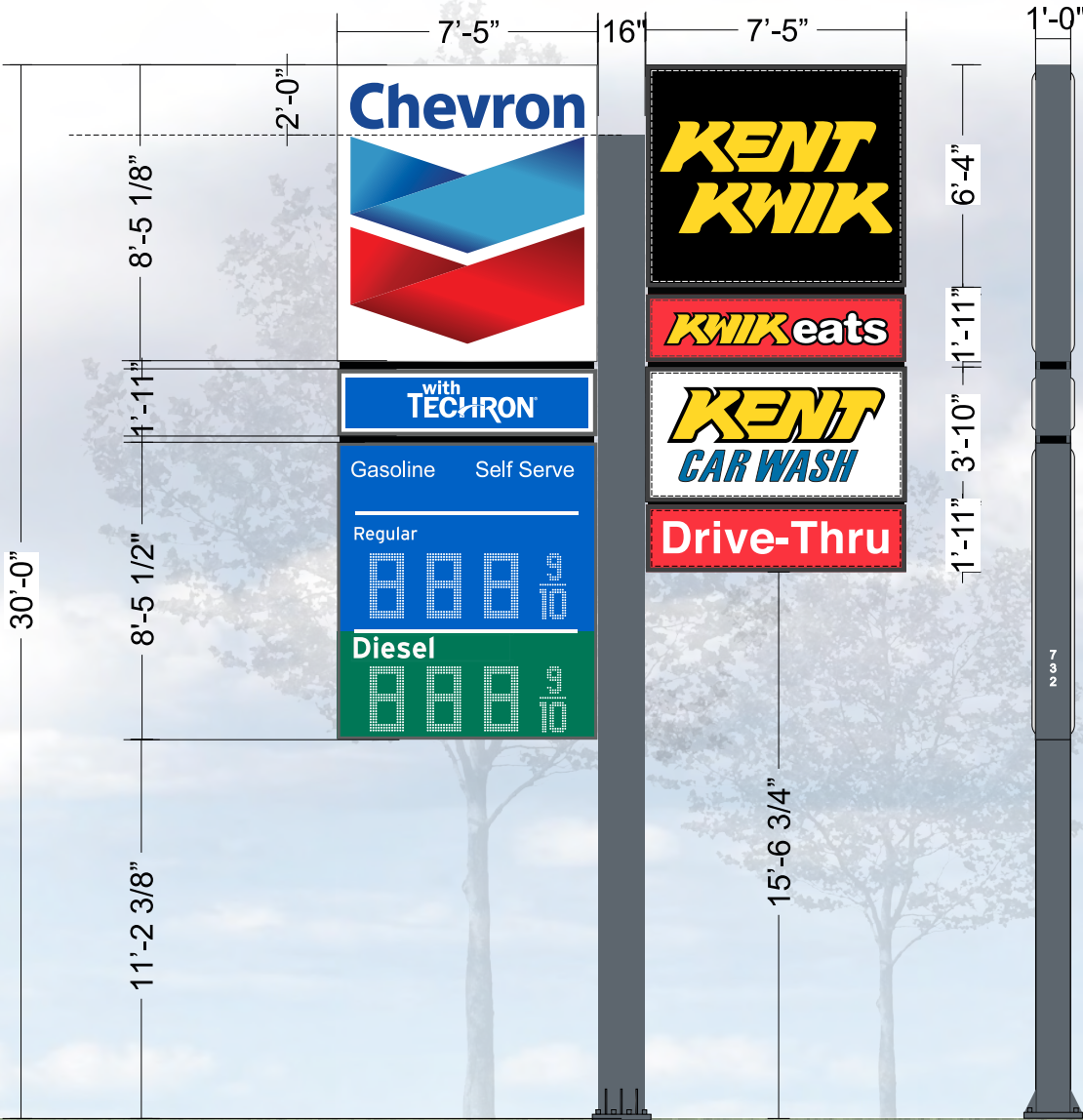
V1HP-WHITE

PAINT SPECS

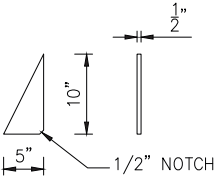
P1PMS-431 - CHEVRON DARK GRAY

KK CABINET 46.97 SQ FT
KWIK EATS CABINET 14.22 SQ FT
CARWASH CABINET 26.58 SQ FT
DRIVE THRU CABINET 14.22 SQ FT

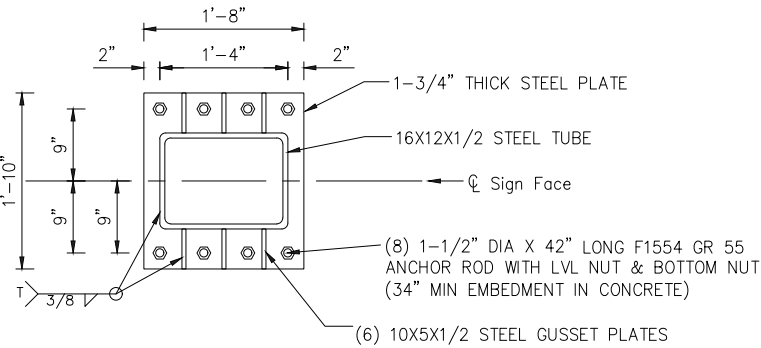
CHEV CABINET 62.50 SQ FT
TECH CABINET 14.22 SQ FT
TOTAL 178.706 SQ FT



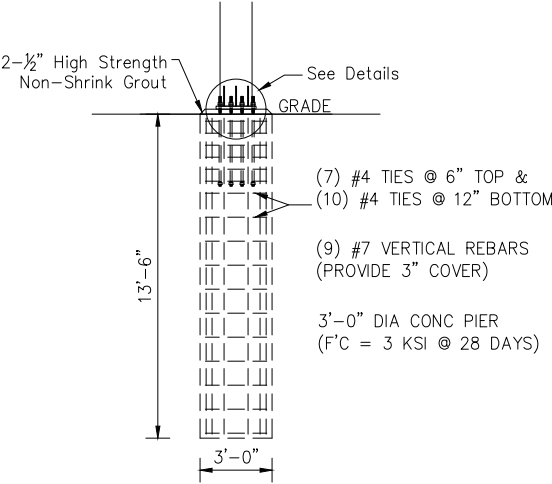
GUSSET PLATE DETAIL



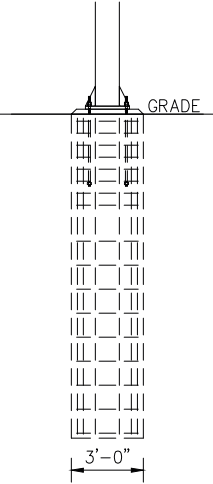
BASE PLATE DETAIL



ELEVATION



SIDE ELEVATION



A “T78” D/S PYLON SIGN
SCALE:3/16" = 1'-0"

A.1 ADDRESS DECALS
SCALE:1:8

THIS IS ONLY AN ARTIST RENDERING. FINISHED PROJECT MAY VARY SLIGHTLY IN SIZE AND COLOR.

P E R M I T

PROJECT INFO

CLIENT: KK 470
ADDRESS: 732 N. CROWLEY RD & CRESENT SPRING DRIVE
CITY/STATE: CROWLEY, TX 76036
DATE: 7/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

7000-P8

OTHER W.O.

#

REVISION

7/2/25	INCLUDE SET BACK DIMS	VT
8/18/25	NEW PLACEMENT KEEP SAME DISTANCE	VT
9/17/25	UPDATE PYLON OAH	VT
9/29/25	ADD ENGINEERING & NEW FLAG POLE HEIGHT	VT
9/30/25	ADD CANOPY	VT
9/30/25	UPDATE WITH NEW ENGRING / ENR WILL REV.	VT

THIS SIGN IS INTENDED TO BE
INSTALLED IN ACCORDANCE WITH
THE REQUIREMENTS OF
ARTICLE 600 OF THE NATIONAL
ELECTRICAL CODE AND/OR OTHER
APPLICABLE LOCAL CODES.
THIS INCLUDES PROPER GROUNDING
AND BONDING OF THE SIGN.
THE LOCATION OF THE DISCONNECT
SWITCH AFTER INSTALLATION SHALL
COMPLY WITH ARTICLE 600.6 (A) (1)
OF THE NATIONAL ELECTRICAL CODE.

ILLUMINATED

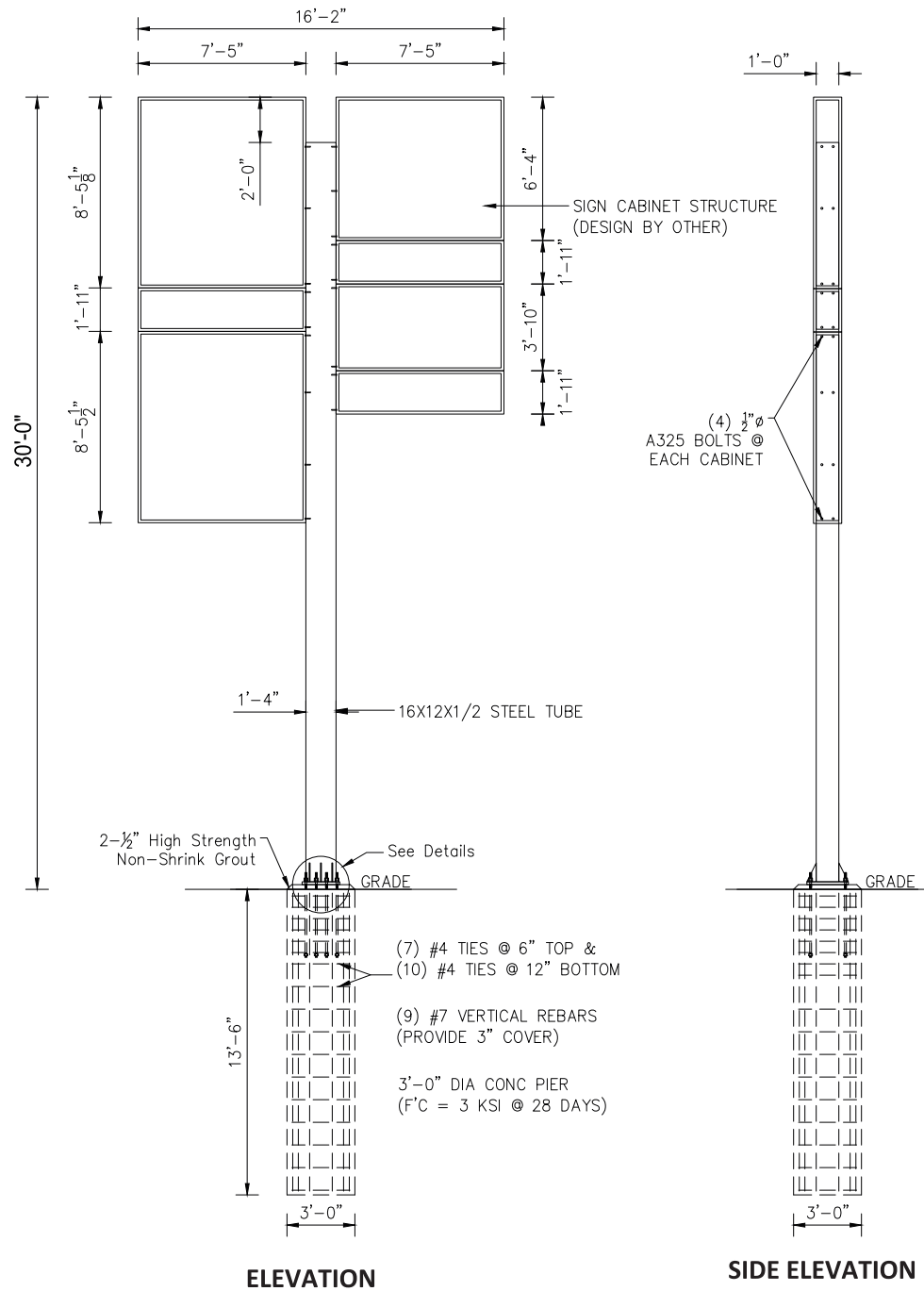
ELECTRIC SIGNS E320516

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT
120 VOL T/ 20 AMP

TOTAL AMP DRAW
78.51 AMPS

TSCL#: 18895
PRIMARY ELECTRICAL TO LEAD POWER
SUPPLY SUPPLIES BY OTHERS
(ELECTRICIAN REQUIRED)



Prepared for	
Prince Signs 6432 Cunningham Road Houston, TX 77041	
Project #:	24141
Date:	December 2024
Drawn by:	MB
Scale:	Not to Scale
Revision:	0
Drawing #:	1
Project & Location:	
Chevron-KK470 732 N Crowley Road Crowley, TX 76036	
Engineer	
 TMM CONSULTANTS ENGINEERING & DESIGN SERVICES 19902 Stanton Lake Drive Cypress, TX 77433	

SCOPE

(2) VENDED FACE FOR MFG. D/F KENT KWIK CABINET

(2) VENDED FACE FOR MFG. D/F KWIK EATS CABINET

(2) VENDED FACE FOR MFG. D/F KENT CARWASH CABINET

(2) VENDED FACE FOR MFG. D/F DRIVE-THRU CABINET

COLOR SPECS

C1

BLACK

C2

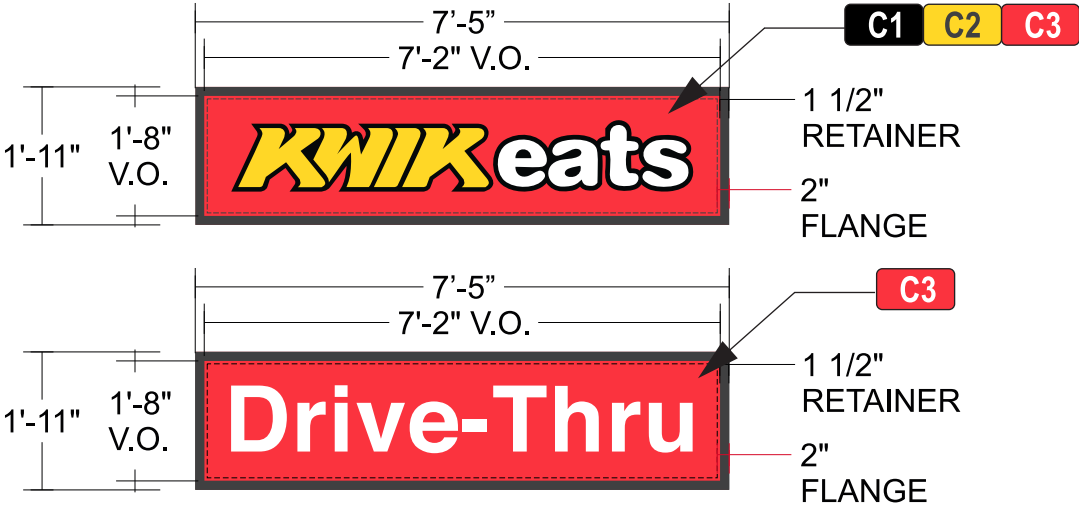
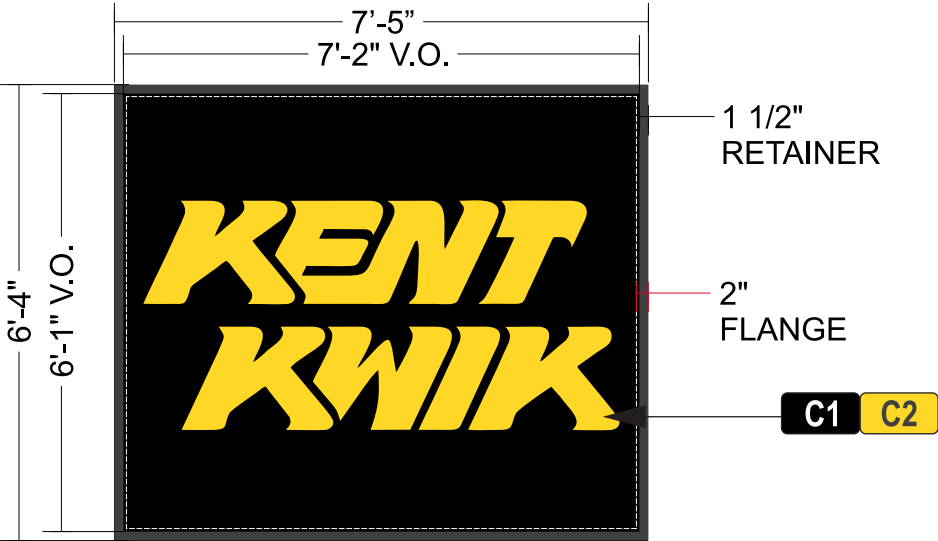
PMS 012C

C3

PMS 032C

C4

PMS 7690C



VENDED FACES

SCALE: 3/8" = 1'-0"



PRINCE SIGNS

6432 Cunningham Rd Houston, TX 77041
281-345-4488

2160 Commerce Dr Midland, TX 79703
432-505-4056

info@princesigns.com

PROJECT INFO

CLIENT: KK 470
ADDRESS: 732 N. CROWLEY RD & CRESENT SPRING DRIVE
CITY/STATE: CROWLEY, TX 76036
DATE: 7/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

7000-P8

OTHER W.O.

#

REVISION

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9/30/25	ADD CANOPY	VT
9/30/25	UPDATE WITH NEW ENGRING / ENR WILL REV.	VT

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6 (A) (1) OF THE NATIONAL ELECTRICAL CODE.

P E R M I T

ILLUMINATED

ELECTRIC SIGNS E320516

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT
120 VOLT / 20 AMP

TOTAL AMP DRAW
XX VOLT / XX AMP

TSCL#: 18895
PRIMARY ELECTRICAL TO LED POWER SUPPLY SUPPLIES BY OTHERS
ELECTRICIAN REQUIRED



City of Crowley, Texas City Council Agenda Report

Presenter: Mike Rocamontes	Meeting Date: November 6, 2025
Department: Public Works	Agenda Item: IV.5.
Subject: Discuss and consider adopting Ordinance No 11-2025-579 amending portions of ARTICLE IX, "OBSTRUCTIONS WITHIN THE PUBLIC RIGHT-OF-WAY", of CHAPTER 82 "TRAFFIC and VEHICLES" of the City Code of Crowley, Tx, by adding a new Section 82-280 prohibiting installation of traffic calming devices in City streets.	

Background:

Staff brought this topic before council at the October 16th meeting in response to citizens requesting placement of speed bumps/cushions on roadways in their developments. At councils request, staff has put together and presented an Ordinance amending portions of ARTICLE IX, "Obstructions within the Public-Right-Of-Way", of CHAPTER 82 "Traffic and Vehicle" of the City Code of Crowley, Tx., for consideration. By adding these amendments, the Ordinance will help staff navigate requests from HOA's, Developers and residents of Crowley.

Recommendation:

Staff recommends approval

Financial Information:

None

Attachments:

1. Traffic Calming Speed Bumps Ordinance

ORDINANCE NO. 11-2025-579

AN ORDINANCE AMENDING PORTIONS OF ARTICLE IX, "OBSTRUCTIONS WITHIN PUBLIC RIGHT-OF-WAY," OF CHAPTER 82 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF CROWLEY, TEXAS, BY ADDING A NEW SECTION 82-280 PROHIBITING INSTALLATION OF TRAFFIC CALMING DEVICES IN CITY STREETS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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 Local Government Code; and

WHEREAS, the City Council is charged with maintaining control of the public rights-of-way of the City in order to protect the public health, safety, and welfare; and

WHEREAS, municipalities have a duty to keep public streets free of obstructions; and

WHEREAS, residential homeowners and property owners associations have approached the City with regard to installation of traffic calming devices; and

WHEREAS, at this time, the City Council believes that other types of traffic control methods are a more reasonable method of controlling speeding on City streets than the use of traffic calming devices.

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

SECTION 1.

Article IX, "Obstructions within Public Right-of-Way, of Chapter 82, "Traffic and Vehicles," of the City Code of Crowley, Texas, is hereby amended to add a new Section 82-280, "Installation of Traffic Calming Devices in City Streets Prohibited," to read as follows:

"Sec. 82-280. - Installation of traffic calming devices in city streets prohibited.

It shall be unlawful for any person, including a homeowners or property owners association, to construct, place, or maintain any traffic calming device in any public street in the city. For purposes of this prohibition, traffic calming device includes, but is not

limited to, speed humps, speed bumps, speed tables, speed cushions, rumble strips, lane narrowing, chicanes, or any other permanent or temporary type of traffic barrier.”

SECTION 2.

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

SECTION 3.

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

SECTION 4.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and shall be fined, upon conviction, in accordance with Chapter 1, Section 1-15, City Code of Crowley, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 5.

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

SECTION 6.

The City Secretary of the City of Crowley is hereby directed to publish in the official newspaper of the City of Crowley, the caption and penalty clause of this Ordinance as provided by Section 3-10 of the Charter of the City of Crowley.

SECTION 7.

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

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2025.

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

APPROVED AS TO LEGAL FORM

Rob Allibon, City Attorney



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: November 6, 2025
Department: Asst City Managers	Agenda Item: IV.6.
Subject: Discuss and consider approval of Ordinance No. 11-2025-578 approving a Developer Participation Agreement with Beach RealCo 2, LLC., pursuant to Subchapter C, Chapter 212, Texas Local Government Code, regarding the construction of stormwater drainage improvements.	

Background:

The stormwater utility line that serves the intersection of Crowley Road and Deer Creek Blvd was discovered to be undersized. The line is a public utility that was constructed around 2003.

The developer that is working on the site which this utility transects has requested this utility be corrected prior to their commercial business opening. The undersized line currently contains a relief grate that allows stormwater to surface drain onto their site. They have proposed capping the inlet, which the city engineer has advised against. The city engineer reviewing the issue has advised staff to increase the downstream stormwater facility.

The city may enter into a developer participation agreement pursuant Local Government Code chapter 212 to accomplish this oversizing project. Staff has been working with the engineer and the developer to determine if any other option would be viable other than replacing the undersized line with an adequate size, to no avail.

Recommendation:

Staff recommends approval of the Ordinance as referenced authorizing the agreement.

Financial Information:

The improvements are to a city managed utility and can be funded from the Stormwater Fund.

Attachments:

1. ORD Storm BC

ORDINANCE NO. 11-2025-578

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING A DEVELOPER PARTICIPATION AGREEMENT FOR LOCAL GOVERNMENT PARTICIPATION IN THE CONSTRUCTION OF A STORMWATER FACILITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Texas Local Government Code Section 51.012, the City has general authority to adopt an ordinance not inconsistent with state law, that is in the best interest, welfare, or good order of the municipality; and

WHEREAS, Beach Club, L.L.C., the “Developer”, is the owner of certain real property located within the corporate limits of the City; and

WHEREAS, the City of Crowley and Developer are authorized to enter into this agreement under applicable law, including but not limited to Subsection C, Chapter 212, Local Government Code; and

WHEREAS, at the completion of the project, the City of Crowley shall inspect, approve and receive from the DEVELOPER, the installed stormwater improvements as CITY owned facilities; and

WHEREAS, the City of Crowley, authorizes a Developer Participation Agreement for construction of stormwater facilities as defined by Exhibit A to this ordinance. The authorized representative of the City of Crowley is authorized to execute all documents necessary to complete this transaction.

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

SECTION 1.

That the City Council authorizes a Developer Participation Agreement (Exhibit “A”) with the Developer for the construction a storm water facility on property within the limits of Crowley.

SECTION 2.

The Crowley City Manager, or her designee, is authorized to execute all documents necessary to complete this transaction.

SECTION 3.

That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 4.

This Ordinance shall take effect upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY,
TEXAS ON THIS 6TH DAY OF NOVEMBER, 2025.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

APPROVAL:

Rob Allibon, City Attorney



City of Crowley, Texas City Council Agenda Report

Presenter: Mike Rocamontes	Meeting Date: November 6, 2025
Department: Public Works	Agenda Item: IV.7.
Subject: Discuss and take action on a Developer's Agreement between the City of Crowley and Lennar Homes of Texas Land and Construction, LTD, for the Mira Verde Phase 1 Addition	

Background:

This is a Developer's Agreement for the Mira Verde Phase 1 Addition. The previous Developer's Agreement for Phase 1 was held by STM/MNM Land Venture I, LLC (Tom Mitchell). However, due to construction not starting within one year from the date the Agreement was executed, the Agreement became null and void, thus giving Mr. Mitchell the ability to sell Phase 1 of the Addition without the City's consent. Mr. Mitchell subsequently sold Phase 1 of the Mira Verde Addition to Lennar Homes of Texas Land and Construction, LTD with whom this Agreement is with.

Recommendation:

Staff recommends approval of this Agreement, providing Performance and Payment Bonds are delivered to the City prior to beginning any construction, including dirt work and grading.

Financial Information:

None

Attachments:

1. Mira Verde Phase 1 Signed LENNAR DA

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Page | 1

B. PUBLIC IMPROVEMENTS

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

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

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

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

1. One FULL set in AutoCAD 14 (or the City's most recent version);
2. One FULL MYLAR set;
3. One FULL Blue-Line set;
4. One Blue-Line copy of the executed ("filed") Final Plat sheet;
5. Two (2) Blue-Line copies of the Water and Sanitary Sewer Layout sheet at a scale of 1:200; and
6. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200.
7. Shape files (GIS) providing the location of water and sanitary sewer layout, storm drain layout, and street layout reflecting correct right-of-way width. The shape files shall be provided in the Texas NAD83 State Plane coordinate system for North Central Texas.

No building permits will be issued for the Addition until all public improvements have been installed and inspected and a letter of acceptance has been issued by the City.

C. CONSTRUCTION BONDS

Prior to initiating any construction for the Addition, the construction contractor(s) for the DEVELOPER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND

A good and sufficient performance bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the prime contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The performance bond shall guarantee completion of the improvements within two years of execution of this Agreement.

2. PAYMENT BOND

A good and sufficient payment bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the prime contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

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

3. MAINTENANCE BOND

A good and sufficient maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the public improvements (and any private improvements constructed in lieu thereof), guaranteeing the maintenance in good condition of the public improvements for a period of two (2) years from and after the date that a letter of acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its mayor, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

DEVELOPER, or DEVELOPER'S contractors, must maintain insurance relating to the

construction of the public improvements pursuant to this Agreement meeting the requirements of the CITY, including workers' compensation, general liability, and comprehensive automobile insurance, and such insurance shall name the CITY as an additional insured.

D. UTILITIES

1. WATER

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

2. SANITARY SEWER

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

3. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the approved Plans prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other federal, state and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Addition. These facilities shall be designed and constructed in accordance with the CITY's General Development Ordinance, and the Construction Plans. The DEVELOPER agrees to comply with all provisions of the Texas Water Code. The CITY shall assume maintenance responsibilities of the drainage facilities and improvements within the dedicated easements once the two-year maintenance bond is released.

4. STREETS

1. Developer agrees to construct the street Facilities, on-site and off-site, in the Addition in accordance with the approved Plans referenced on **Exhibit "B"** which are made a part of this Agreement.
2. The Developer will be responsible for:
 - a. Installation and two-year operation cost of streetlights, which shall be payable to the City prior

to final acceptance of the Addition; or an agreement with utility provider stating that no charge to the City will be made for streetlights for the two-year duration or until 80% of the lots in the Addition are occupied.

- b. Installation of all street signs, on-site and off-site, designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard generally employed by the Developer and approved by the City in accordance with City ordinances.
 - c. Installation of all regulatory signs, on-site and off-site, recommended based upon the Manual of Uniform Traffic Control Devices, as prepared by the Developer's engineer, by an engineering study or direction by the City Engineer. It is understood that Developer may install signs having unique architectural features. However, should the signs be moved or destroyed by any means, the City is only responsible for replacement of standard signs utilized by the City.
3. All street Facilities will be subject to inspection and approval by the City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement.
 4. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are planned.
 5. It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City Engineer as soon as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
2. The CITY does note to the DEVELOPER that an 12" water main exists in the right of way of Mira Verde Drive at West View Drive, and an 8" main exists in the right of way of Park View Lane.
3. The CITY does note to the DEVELOPER that an 5' sanitary sewer manhole (Ft. Worth/Crowley M-325 relief line) exists in the ROW of proposed Mira Verde Drive at Corthay Trail (Mira Verde South Improvements).

F. FEES

1. IMPACT FEES

It is understood and agreed that impact fees will be assessed by the CITY at the time of final platting of the Addition, including the applicable sanitary sewer and water impact fees assessed by both the CITY and the City of Fort Worth. These fees must be paid prior to obtaining building permits for lots in the Addition.

2. PUBLIC UTILITIES

The DEVELOPER agrees to pay the public utility companies (Charter Communications Cable Company, SBC Telephone Company, TXU Energy Company, Atmos and ONCOR for electric service) for their required costs of main installations, for street lighting, etc. for the Addition.

3. PARK FEES

The DEVELOPER has dedicated park land in lieu of park fees.
The DEVELOPER will pay \$600.00 per LOT for park equipment fees.

4. EMERGENCY WARNING SIREN FEES

The DEVELOPER agrees to pay its share of the cost for installation of Early Warning Emergency sirens at the rate of \$29.70 per acre.

G. DETERMINATION OF ROUGH PROPORTIONALITY

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

H. GENERAL CONDITIONS

1. CONSTRUCTION TIME

Work performed under this Agreement shall be commenced within one (1) year from the date hereof. In the event the work is not completed within two (2) years from commencement of construction, the City may, at its election, draw on the performance bond, or other security provided by Developer and complete such work at Developer's expense, provided however, that if the construction under this Agreement shall have started within the two (2) year period, the City may agree to renew the Agreement with such renewed Agreement to be in compliance with the City policies and ordinances in effect at that time.

2. LAW COMPLIANCE

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

3. EROSION CONTROL

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

4. PRIVATE AMENITIES

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

5. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. The DEVELOPER prior to formation of the HOA, and the HOA after formation thereof, and their respective successors and assigns, agrees to accept responsibility for the

installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees to indemnify and hold harmless the CITY from any and all damage, loss or liability of any kind whatsoever by reason of injury to property or third persons occasioned by the location of these amenities within the public right-of-way, and the DEVELOPER prior to formation of the HOA, and the HOA after formation thereof, and their respective successors and assigns, shall defend and protect the CITY against all such claims and demands. The DEVELOPER prior to formation of the HOA, and the HOA after formation thereof, and their respective successors and assigns, shall replace any plants, trees, or grass planted by DEVELOPER that die prior to completion of the public improvements being constructed by DEVELOPER with the same or similar size and type of plant, tree, or grass that died.

6. BUILDING PERMITS AND INGRESS/EGRESS

Any subdivision in the City of Crowley with 30 lots or more requires two points of ingress/egress. The City will allow up to a **total** of 84 building permits to be issued for this ADDITION and the adjacent Mira Verde South Addition without a second point of ingress/egress. Additional building permits will only be issued when the second point of ingress/egress from the Mira Verde Phase 1 Addition connecting to the Mira Verde South Addition has been constructed, inspected and accepted by the City.

7. VENUE

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

8. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the mayor of the City, which consent shall not be unreasonably withheld.

I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

The CITY will not issue a letter of acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City engineer or his agent along with all documentation required by this Agreement, Federal and State Laws and City Ordinances. However, upon substantial completion, meaning all constructible aspects of the approved "Plans" of the project been completed, including any written and executed mutually agreed amendments, a "punch list" of items that are incomplete, have failed and/or do not meet City design criteria, shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the public improvements in the Addition. All items on the "punch list" must be completed, inspected and accepted by the City. No building permits will be issued until the City has given Final Acceptance of all the public improvements.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public

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

J. NON-WAIVER

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

K. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD

HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR THE DEVELOPER'S CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE DEVELOPER'S FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

L. AMENDMENTS

This Agreement may be changed or modified only with the written consent of both the DEVELOPER and the city council of the CITY.

M. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further certificates of occupancy or building permits in the Addition, and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Tarrant County as a mechanic's lien against the property in the Addition; and in the alternative, the CITY shall be authorized to levy an assessment against the property in the Addition for public improvements in accordance with applicable state law.

N. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and/or representatives.

O. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

P. DEFAULT

1. If DEVELOPER has not commenced construction within one (1) year after the execution of this Agreement, or completed construction within two (2) years from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to **Section H.1.** hereof.

2. If DEVELOPER should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the Developer involving bankruptcy, insolvency, reorganization, liquidation or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured (but in no event less than thirty (30) days after Developer's receipt of such default notice). Notice shall be sent to the Developer at the address listed in the signature line below. If Developer shall not cure the breach within the time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

Q. TERMINATION AND RELEASE

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

R. OTHER CONDITIONS

1. **SIDEWALKS.** Sidewalks and barrier free ramps shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements prior to final acceptance. The Developer shall provide TDLR inspection reports for all barrier free ramps in the addition. Any violations noted in the reports shall be corrected prior to final acceptance of the infrastructure for the development.

2. The Developer shall pay inspection fees, to the City of Crowley, to inspect the infrastructure improvements for this development. The City shall provide the Developer monthly invoices for inspections conducted in the course of assuring the fulfillment of this agreement. Invoices may include plan review by the inspector, emails, meetings, reporting, on-site inspections, invoicing and calls related to the project. It is estimated that a minimum of one-hour of time per work day will be necessary for the inspection of the project. Time will be billed in one-hour increments. Inspection of work performed outside the normal work week or done on City Holidays will be governed by City Ordinance. Costs for the public improvement inspections are shown on **Exhibit "C"** attached hereto.

3. TREE MITIGATION AND PRESERVATION

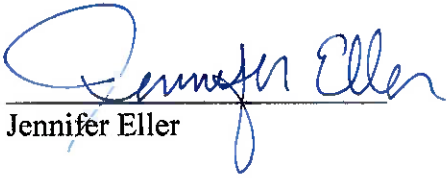
The DEVELOPER is required to comply with the CITY'S tree preservation and mitigation fee regulations for this Addition. (Section 98-33 and 106.92 of the Crowley Code of Ordinances).

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

Lennar Homes of Texas Land and
Construction

Address: 1231 Greenway Dr, Suite 800
Irving, TX 75038
Attn: Land Department

By:


Jennifer Eller

CITY OF CROWLEY

By: _____

Billy Davis, Mayor

ATTEST:

By: _____

Carol Cannady, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

§

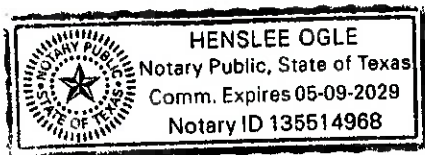
§

COUNTY OF TARRANT

§

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Jennifer Eller known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Manager of Lennar Homes of Texas and Land Construction for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of October, 2025.



[Signature]
Notary Public in and for the State of Texas

Henslee Ogle

Type or Print Notary's Name

My Commission Expires:

5/9/2029

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Crowley, Texas, and that he executed the same on behalf of the City for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

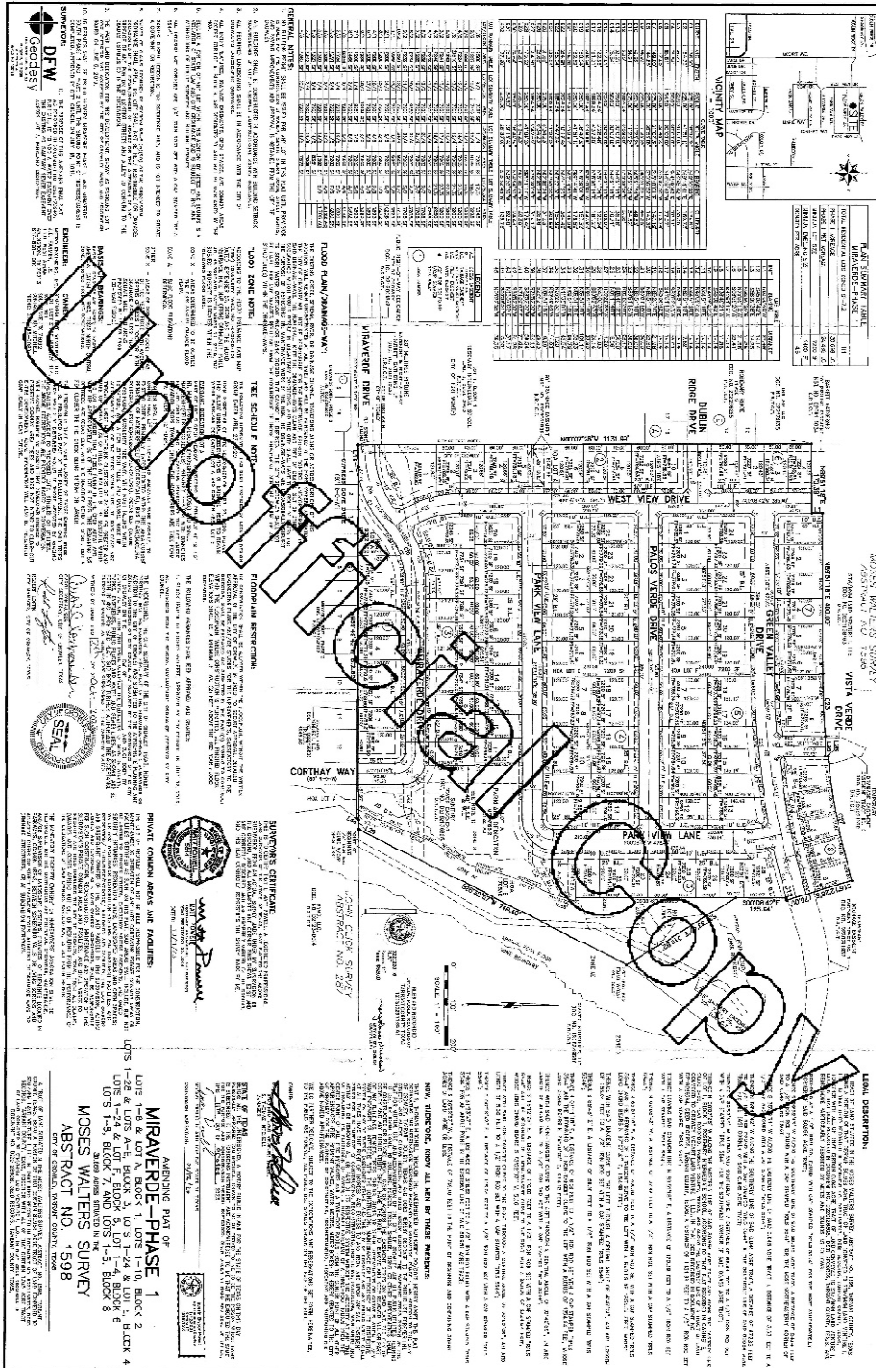
Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT "A" PROPERTY DESCRIPTION

D22322016



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EXHIBIT "B"
DESCRIPTION OF IMPROVEMENTS

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Grading, Paving, Drainage, and Street Light Improvements to serve the Mira Verde Phase I Addition dated 4/24/2020 by JD Farmer, P.E. of Metro Engineers, Inc., as approved by the City Engineer dated 4/15/2021.

EXHIBIT "C"
DESCRIPTION OF INSPECTION FEE COSTS

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

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

Review and Inspection (related to construction and improving infrastructure for a Subdivision and it’s Lots:

\$250.00 per hour

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

Note: The City will send the Developer a detailed invoice for time billed each month describing what was inspected, by whom, and the date of inspection. The Developer will have five business days from the date on the invoice to remit payment. If payment is not received by the fifth day, all work in the development will be stopped until payment is made.