



**Agenda
Crowley City Council
February 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 - February 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. Presentations/Proclamations

IV. Consent Agenda

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

1. Discuss and consider approving the minutes from the regular meeting held January 16, 2025.

V. Public Hearings

1. Hold a public hearing to discuss and consider approval of Ordinance 02-2025-554, an ordinance for a specific use permit, requested by Mark Sunkel from Beach Club Express Car Wash, to allow a car wash in the General Commercial district located at 812 S. Crowley Rd in the Stone Gate Plaza Addition Block 1 Lot 16R1, conveyed by deed recorded as D212193470, deed records, Tarrant County, Texas. **Case # SUP-2024-004**

VI. City Business

1. Discuss and consider adoption of Resolution R02-2025-442, designating a Farmer's Market to be known as the "Crowley Market on Main" as outlined in Ord. NO 05-2012-181. and approving the Crowley EDC to enter into a Facilities Usage Agreement.
2. Discuss and consider approving Resolution R02-2025-440 approving a Permanent Water Facility Easement Agreement with the City of Fort Worth.
3. Discuss and consider approving Resolution R02-2025-441 for a Temporary Construction Easement Agreement with the City of Fort Worth.

4. Discuss and consider approval of Ordinance #02-2025-556, amending Chapter 102 "Signs" by amending the Schedule for Permanent Signs, the regulations for a Master Sign Plan, and the requirement to have a certificate of occupancy.
5. Discuss and consider adoption of Resolution R02-2025-444 a resolution approving an agreement between Karis MMD and the City of Crowley, Texas for the installation and maintenance of landscaping within the Monarch Drive and Karis Blvd right of ways and authorizing the City Manager to execute that agreement.
6. Discuss and consider adoption of Joint Resolution R02-2025-443 a Joint Resolution between the City of Crowley and the Crowley Independent School District Board of Trustees, to enter into an agreement to hold a joint election in precincts that can be served by common polling places and authorizing the Mayor to execute said agreement.
7. Discuss and consider adoption of Ordinance 02-2025-555 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 03, 2025; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.
8. Discuss and consider approval of a Lease Agreement between Johnson County and the City of Crowley for the lease of an accessible voting unit (ES&S Express Vote) for Early Voting and Election Day Voting for the General Election to be held on May 3, 2025, and authorizing the Mayor to execute said agreement.

VII. 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.

VIII. 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

IX. 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.

X. 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.

XI. Adjournment

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

Carol Konhauser

Carol C. Konhauser, City Secretary



The Crowley City Hall is wheelchair accessible, and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at 817-297-2201 ext. 4000 for more information.



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Konhauser	Meeting Date: February 6, 2025
Department: City Secretary	Agenda Item: IV.1.
Subject: Discuss and consider approving the minutes from the regular meeting held January 16, 2025.	

Background:

Minutes from Council Work Session and Regular Session.

Recommendation:

Recommend approving the minutes.

Financial Information:

None

Attachments:

1. 01162025 Council Work Session Minutes
2. 01162025 Council Regular Session Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD JANUARY 16, 2025. The City Council of the City of Crowley, Texas met in Work Session on Thursday, January 16, 2025, at 6:30 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

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

Present were

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

City staff included:

City Manager, Lori Watson
Asst City Manager, Cristina Winner
Asst City Manager, Matt Elgin
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Planning and Comm Dev Director, Rachel Roberts
Public Works Director, Mike Rocamontes
Director of Utilities, Randal Manus
EDC Director, Molly Martin
Asst Finance Director, Heather Gwin
HR Administrator, Lacy Duncan
Media Relations Coordinator, Jay Hinton

Absent: None

Non-Action Items for Discussion

1. Discuss options for amending city code Chapter 102 (Signs) to change the regulations concerning pole signs and master sign plans

Planning and Community Development Director Rachel Roberts explained to council per council direction received at the December council meeting, staff drafted changes to pole sign regulations which would generally prohibit pole signs but allowing exceptions on a case-by-case basis. The proposed amendments to the sign code (Secs. 102.122 and 102.129) would permit pole signs as part of a master sign plan. The changes expand eligibility for master sign plans to include businesses requesting pole signs and planned development districts with amenity centers or open spaces. This would allow larger

neighborhoods to install directional and park identification signs, which are currently restricted. If the Council approves the changes, staff will present an ordinance for future consideration.

Council Member Jim Hirth clarified that this regulation was not allowing pole signs without council consideration and approval, to which Rachel stated that he was correct; pole signs would require council approval.

Consent Agenda

1. Discuss and consider approving the minutes from the regular meeting held December 19, 2024.

No discussion.

Public Hearings

1. Hold a public hearing to receive and consider public comments regarding the Bicentennial Park Master Plan and consider approval of Resolution R01-2025-437, a resolution of the City of Crowley, Texas, adopting the 2023 Bicentennial Park Master Plan.

No discussion.

City Business

1. Review and consider approving Resolution R01-2025-436, amending the staffing plan to reclassify the Accounting Clerk position as a Staff Accountant.

No discussion.

2. Discuss and consider approving revisions to the 2024-2025 Pay Classification Plan for Staff Accountant position.

No discussion.

3. Discuss and consider approving a contract for cleaning services between the City of Crowley and Eco Clean Inc.

No discussion.

4. Discuss and consider approving a Special Event Application submitted by Mr Steven Storrie to hold a Disc Golf Event on Friday, March 28, 2025 and Saturday, March 29, 2025.

City Secretary Carol Konhauser informed council that the requestor had submitted their insurance certificate.

5. Discuss and consider closing all non-essential city facilities on March 13, 2025 to the general public.

Assistant City Manager Cristina Winner explained that on March 13 and 14, 2025, the City would be receiving an Incode update and unable to utilize the software. This software manages key operations, including financial services, human resources, and utility billing. Due to the inability to conduct business, staff was requesting to close non-essential city facilities. She further stated that if approved, staff would post the closing to social media and the website.

6. Discuss and consider approval of a proposal from Forward Partners to facilitate an in-service for all city employees on March 13, 2025.

Assistant City Manager Cristina Winner stated that if council approved the closing of the non-essential facilities on Mar 14th, staff wanted to take the opportunity to conduct professional development training.

7. Discuss and consider adoption of Resolution R01-2025-438 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items from the city for auction.

Police Chief Kit Long explained this vehicle was acquired through asset forfeiture proceedings and that Beard's Towing would conduct the auction of the vehicle.

8. Discuss and consider approving a Special Event Permit for the annual Crowley Youth Association Spring Parade to be held on April 5, 2025.

City Secretary Carol Konhauser informed council the Crowley Youth Association had coordinated police presence with the PD.

9. Discuss and consider adoption of Resolution R01-2025-439 declaring certain property used to fight fires as surplus to the City's needs, authorizing its donation pursuant to Article 3, Section 52i of the Texas Constitution and providing an effective date.

Fire Chief Pleasant Brooks explained that in accordance with Texas state guidelines, bunker gear is not eligible for sale at auction; however, it can be donated through the Texas A&M Forest Service Helping Hands Program

10. Discuss and consider approving a Special Event Permit for a Texas Karate League Eagle Championship to be held on February 21-22, 2025, at the Recreation Center.

No discussion.

11. Discuss and consider 2024-25 CCPD Budget amendment #1 for the purchase of a Mentalix Live Scan Machine (fingerprint scanner) for an estimated amount of \$16,864.95.

No discussion.

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:39 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD JANUARY 16, 2025.

The City Council of the City of Crowley, Texas met in Regular Session on Thursday, January 16, 2025, at 7:00 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

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

Present were

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

City staff included:

City Manager, Lori Watson
Asst City Manager, Cristina Winner
Asst City Manager, Matt Elgin
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Police Chief, Kit Long
Planning and Comm Dev Director, Rachel Roberts
Public Works Director, Mike Rocamontes
Director of Utilities, Randal Manus
EDC Director, Molly Martin
Asst Finance Director, Heather Gwin
HR Administrator, Lacy Duncan
Media Relations Coordinator, Jay Hinton

Absent: None

Invocation and Pledge of Allegiance to the American and Texas Flags

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

Presentations/Proclamations

None

Consent Agenda

1. Discuss and consider approving the minutes from the regular meeting held December 19, 2024.

Council Member Jim Hirth made the motion to Approve the consent agenda item(s); second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

Public Hearings

1. Hold a public hearing to receive and consider public comments regarding the Bicentennial Park Master Plan and consider approval of Resolution R01-2025-437, a resolution of the City of Crowley, Texas, adopting the 2023 Bicentennial Park Master Plan.

Mayor Davis opened the public hearing at 7:03 p.m. and invited anyone wishing to speak to come forward.

Assistant City Manager Matt Elgin explained to council that this was the Bicentennial Park Master Plan which was submitted and reviewed at a joint work session on Oct 24, 2023. He further explained that staff recently realized the master plan had not gone to council for approval following the meeting.

Mayor Davis closed the public hearing at 7:05 p.m.

Council Member Jim Hirth made the motion to Approve Resolution R01-2025-437 adopting the Bicentennial Park Master Plan; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

City Business

1. Review and consider approving Resolution R01-2025-436, amending the staffing plan to reclassify the Accounting Clerk position as a Staff Accountant.

Council Member Matt Foster made the motion to Approve Resolution R01-2025-436, amending the staffing plan to reclassify the Accounting Clerk position; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. Discuss and consider approving revisions to the 2024-2025 Pay Classification Plan for Staff Accountant position.

Council Member Matt Foster made the motion to Approve the revisions to the 2024-25 Pay Classification Plan; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

3. Discuss and consider approving a contract for cleaning services between the City of Crowley and Eco Clean Inc.

Council Member Jesse Johnson made the motion to Approve the Cleaning Service contract with Echo Clean; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

4. Discuss and consider approving a Special Event Application submitted by Mr Steven Storrie to hold a Disc Golf Event on Friday, March 28, 2025 and Saturday, March 29, 2025.

Council Member Scott Gilbreath made the motion to Approve a Special Event Permit to hold a Disc Golf Event on March 28 and 29, 2025; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

5. Discuss and consider closing all non-essential city facilities on March 13, 2025 to the general public.

Council Member Tina Pace made the motion to Approve the closing of all non-essential city facilities on March 13, 2025 to the general public; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

6. Discuss and consider approval of a proposal from Forward Partners to facilitate an in-service for all city employees on March 13, 2025.

Council Member Tina Pace made the motion to Approve a proposal from Forward Partners to facilitate an in-service for city employees on March 13, 2025; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

7. Discuss and consider adoption of Resolution R01-2025-438 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items from the city for auction.

Council Member Jesse Johnson made the motion to Approve Resolution R01-2025-438 declaring certain property surplus; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

8. Discuss and consider approving a Special Event Permit for the annual Crowley Youth Association Spring Parade to be held on April 5, 2025.

Council Member Jim Hirth made the motion to Approve a Special Event Permit for the Crowley Youth Association Spring Parade; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

9. Discuss and consider adoption of Resolution R01-2025-439 declaring certain property used to fight fires as surplus to the City's needs, authorizing its donation pursuant to Article 3, Section 52i of the Texas Constitution and providing an effective date.

Council Member Jerry Beck made the motion to Approve Resolution R01-2025-439 declaring used fire equipment surplus and authorizing its donation; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

10. Discuss and consider approving a Special Event Permit for a Texas Karate League Eagle Championship to be held on February 21-22, 2025, at the Recreation Center.

Council Member Jesse Johnson made the motion to Approve a Special Event Permit for Texas Karate League Eagle Championship to be held on Feb 21-22, 2025; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

11. Discuss and consider 2024-25 CCPD Budget amendment #1 for the purchase of a Mentalix Live Scan Machine (fingerprint scanner) for an estimated amount of \$16,864.95.

Council Member Jim Hirth made the motion to Approve the 2024-25 CCPD Budget Amendment #1; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

Advisory Boards and Commissions

1. Discuss and consider appointing George Allen to the Economic Development Corporation Board of Directors, Place 6, for the remainder of the term ending September 30, 2026.

Council Member Jesse Johnson made the motion to nominate George Allen to Place 6 of the Economic Development Corporation Board of Directors; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 0-0.

Public Comment

Terri Horn, Crowley Chamber of Commerce, stated membership in the chamber continues to grow. She also reminded council of the Casion Night on Mar 17, 2025 and the Clay Shot on May 23.

Items of Community Interest

Scott Gilbreath and Jerry Beck praised the fire department for their professionalism during a recent fire call.

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:18 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: February 6, 2025
Department: Community Development	Agenda Item: V.1.
Subject: Hold a public hearing to discuss and consider approval of Ordinance 02-2025-554, an ordinance for a specific use permit, requested by Mark Sunkel from Beach Club Express Car Wash, to allow a car wash in the General Commercial district located at 812 S. Crowley Rd in the Stone Gate Plaza Addition Block 1 Lot 16R1, conveyed by deed recorded as D212193470, deed records, Tarrant County, Texas. Case # SUP-2024-004	

Background:

BACKGROUND AND OVERVIEW

Request	Specific Use Permit to operate a car wash
Applicant	Beach RealCo 2, LLC (Beach Club Express Car Wash)
Location	Stone Gate Plaza shopping center next to AutoZone on Crowley Rd
Surrounding Uses	Commercial (shopping center); vacant land; single family residential across Crowley Rd
Surrounding Zoning	General Commercial (adjacent on either side); Planned Development District (north/rear); R-2 Single Family Residential (across Crowley Rd)
Future Land Use Plan Designation	Traditional Suburban Commercial
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve with conditions

This lot was created as part of the Stone Gate Plaza shopping center in 2004. It has been vacant since that time but is already served by city water and sewer utilities. The property is zoned General Commercial, which allows a car wash only with a specific use permit.

Surrounding Properties and Neighborhood

The surrounding properties on either side are zoned General Commercial. Behind the property is the recently-zoned Teeter Ranch Planned Development District that will be single family residential on this part of the district; the commercial site and the residential use are separated by a creek and floodplain. The Deer Creek Estates neighborhood is located across Crowley Rd.

Conformity to the Comprehensive Land Use Plan

The property is shown as Traditional Suburban Commercial in the future land use plan. This land use category is described as “Typical suburban strip commercial centers positioned along the FM 731 and SH 1187 corridors to address both local and regional demand for goods and services.”

The purpose of this land use category is: “(1) Provide shopping uses; (2) Encourage employment centers, office and service uses, commercial activities, and other nonresidential development along major thoroughfares; and (3) Reserve and limit areas appropriate for auto-oriented commercial uses that are not generally compatible with residential or mixed use.”

The comprehensive plan is one reason to require auto-oriented uses to have a Specific Use Permit (limit auto-oriented uses to appropriate areas). This location seems consistent with the goals and recommendations of the comprehensive plan: the adjacent properties on the same side of the street are either also General Commercial or will likely not be developed due to floodplain. This lot is adjacent to an auto-oriented retail store, so the uses are compatible, and there are not many other car washes in the city limits. *(There are two other car washes known to staff – one near the Walmart on FM 1187 and one self-service car wash on Renfro at the city limits with Burlleson. There was a car wash at the nearby Valero, but it has closed.)*

Compliance with the Zoning Code Requirements

The elements shown on the application materials appear to conform to the zoning requirements reviewed for the SUP. The landscaping plan does not specify which plants will be used, but an appropriate area for landscaping is dedicated on the site plan, and the site plan notes that landscaping will adhere to the zoning code. A landscaping plan with details will be required if/when the applicant applies for a building permit.

Compliance with Other Requirements

Site and operational requirements

The site plan proposed using the existing shared connection to Crowley Rd, so a TxDOT will not be needed for roadway access. Depending on where the sidewalk will be located, a TxDOT permit may be needed, but this should not be as difficult to obtain as a drive approach permit. The original site plan had some traffic conflicts within the site, but this has been resolved in the current version of the site plan.

The city engineer’s only remaining comment is to suggest the development add a curb between this site and the Autozone site, since it looks like the Autozone parking aisle was designed to continue onto this property. There is no known cross-access easement in place across the front of the property, so there is no requirement to add a connection to the Autozone lot, but staff support the suggestion to add a curb to cut off access between the two sites in order to avoid confusion to drivers.

Scale with the existing neighborhood

The elevations and scale of development appear to be compatible and in scale with the existing commercial development; the building height will be taller than the nearest pad site buildings but comparable to the main shopping center building, and the area of the building is smaller than the nearby pad site buildings. The immediately adjacent use is a retail car parts store, so adding another small-scale auto-oriented use does not seem out of place.

Contribution to the general welfare/benefit to the city

Staff’s opinion is that the business will not be a detriment to the general welfare.

City staff have reviewed the site plan and have no comments at this time. Staff recommend the site plan be approved as shown with the conditions described in the Staff Recommendation section below.

ACTION BY THE CITY COUNCIL

Sample motions

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

Approve: I make a motion to approve Ordinance # 02-2025-554

Approve with conditions: I make a motion to approve Ordinance # 02-2025-554 with the following condition(s) [**list condition(s)**].

Postpone: I make a motion to continue this case until [**specify date**].

Deny: I make a motion to deny Ordinance # 02-2025-554.

Recommendation:

Planning & Zoning Commission Recommendation

The Planning & Zoning Commission held a public hearing on January 13 to consider this case. No one but the applicant spoke at the public hearing. The Commission voted to recommend approval with the conditions recommended by staff about allowing minor amendments to the site plan and elevations.

Staff Recommendation

Staff recommend approval with conditions (listed below). These conditions would allow minor changes to be made to the site plan without the plan having to come back to the Planning & Zoning Commission and City Council, but only under the circumstances described below, such as not reducing the number of parking spaces, not reducing the landscaping area, and not changing "the relationship between the building and the street," -- that is, the building will be placed with the approximate setbacks shown, with the drive lane to access the car wash running along the front of the property between the building and the street. In addition to allowing changes to the site plan to be approved at the staff level, staff also recommend amendments to the elevations be permitted without coming back to the Commission when changes are required in order to meet the zoning code, building code, or other city regulations.

The ordinance under consideration includes the following two conditions of approval. If the Commission votes to recommend approval but does not want to include these conditions, your motion to approve should include language that recommends approval without conditions.

1. Minor amendments to the site plan may be approved by city staff, as long as the amendment does not change the relationship between the building and the street, does not

reduce the number of parking spaces provided, and does not reduce the areas designated for landscaping, unless a reduction is needed to accommodate required public or semi-public improvements.

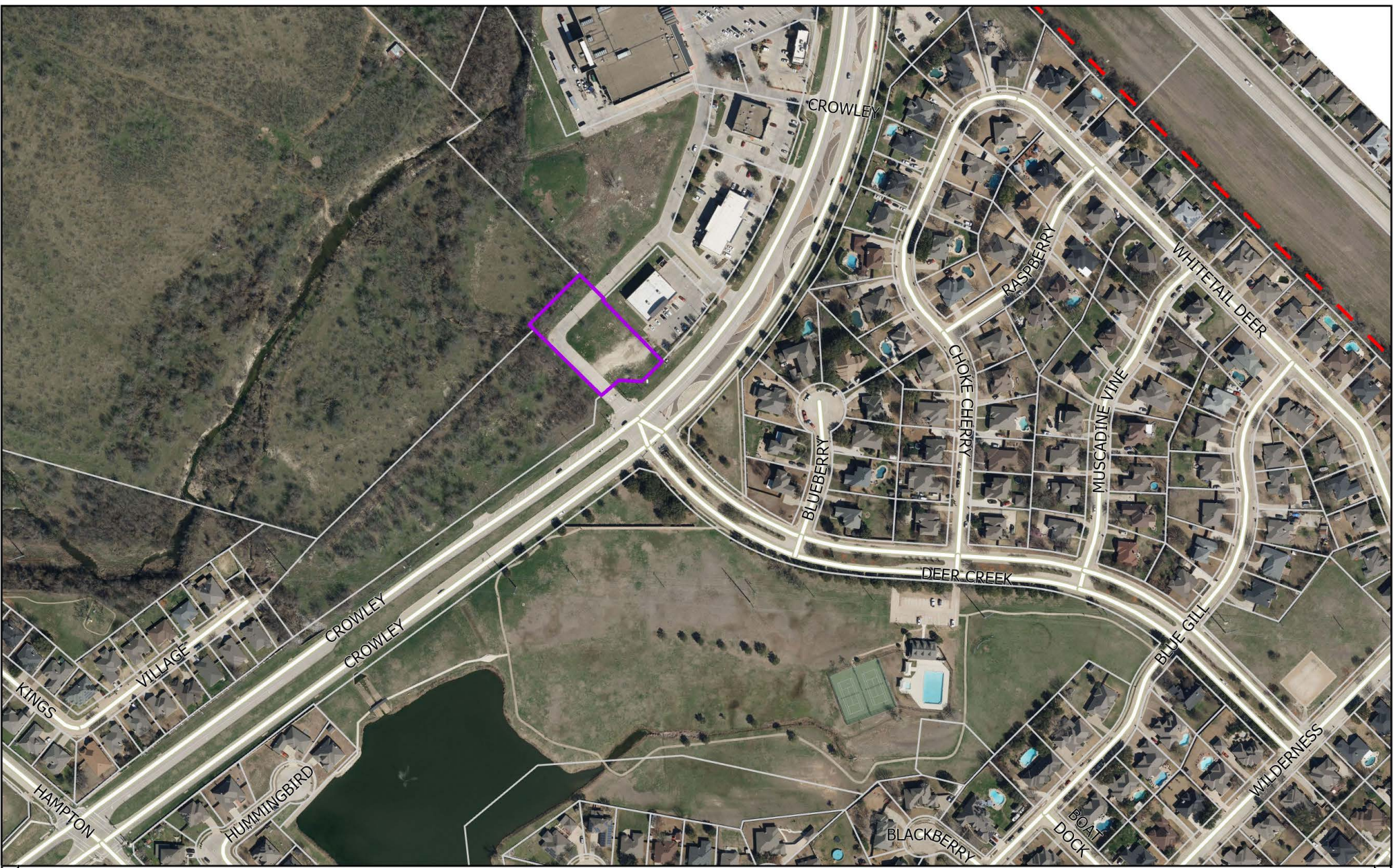
2. Amendments to the elevations shall be permitted when required to meet the zoning code, building code, or other adopted City of Crowley regulations.
3. In addition to the two conditions above, which were also recommend by the Planning & Zoning Commission, staff recommend requiring the applicant to add a curb between this site and the AutoZone (as suggested by the city engineer).

Financial Information:

None

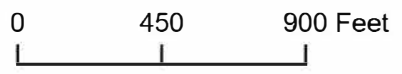
Attachments:

1. 02 SUP-2024-004 aerial view
2. 03 SUP-2024-004 zoning
3. 04 SUP-2024-004 FLUP
4. SUP-2024-004_elevations
5. SUP-2024-004 response letter
6. Final site plan for PZ_SUP-2024-004
7. SUP-2024-004 ordinance



11/18/2024

SUP-2024-004
Aerial View



DISCLAIMER

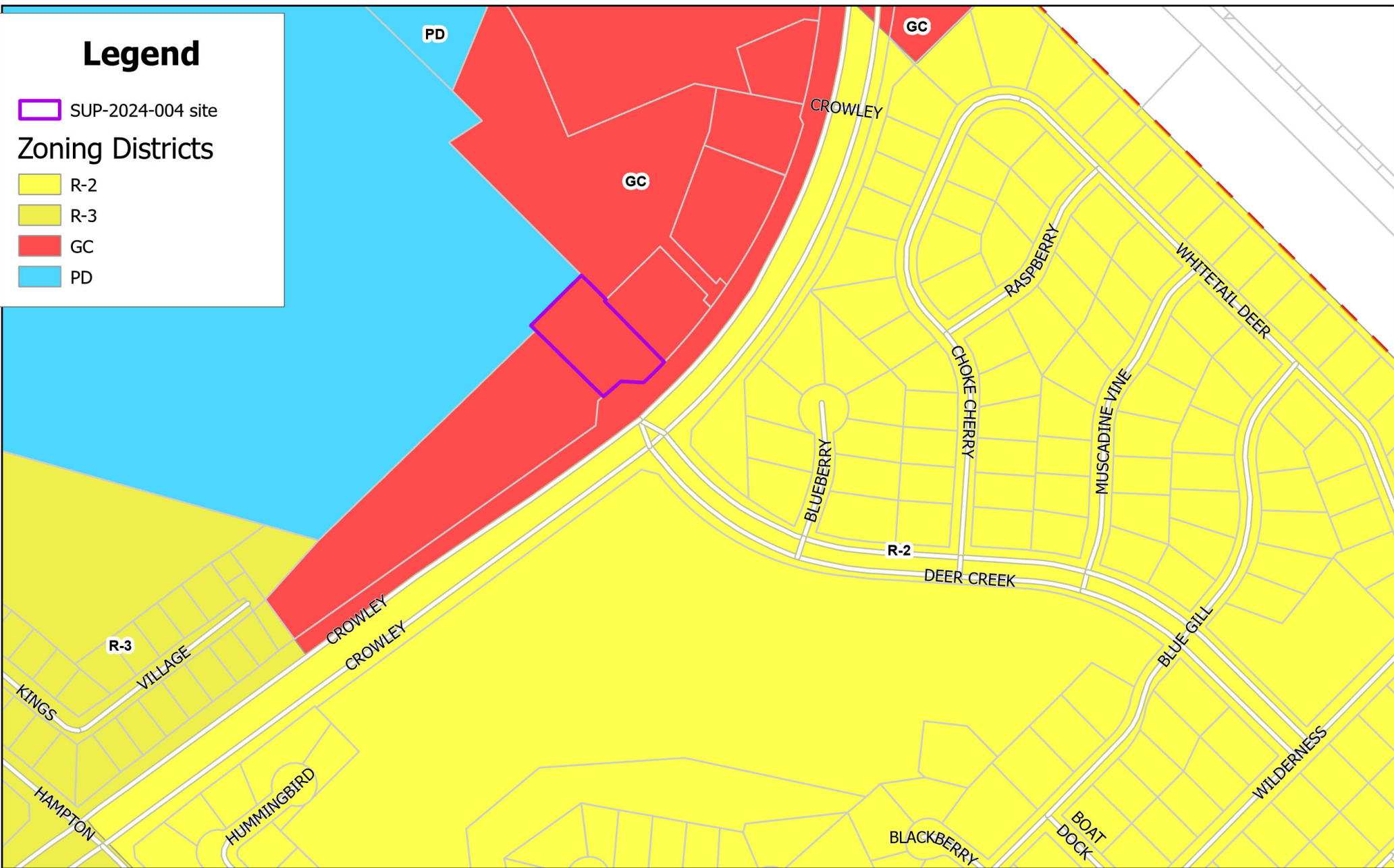
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information, should review or consult the primary data and information sources to ascertain the usability of the information.

Legend

 SUP-2024-004 site

Zoning Districts

-  R-2
-  R-3
-  GC
-  PD



11/18/2024

SUP-2024-004
Zoning

0 450 900 Feet



DISCLAIMER

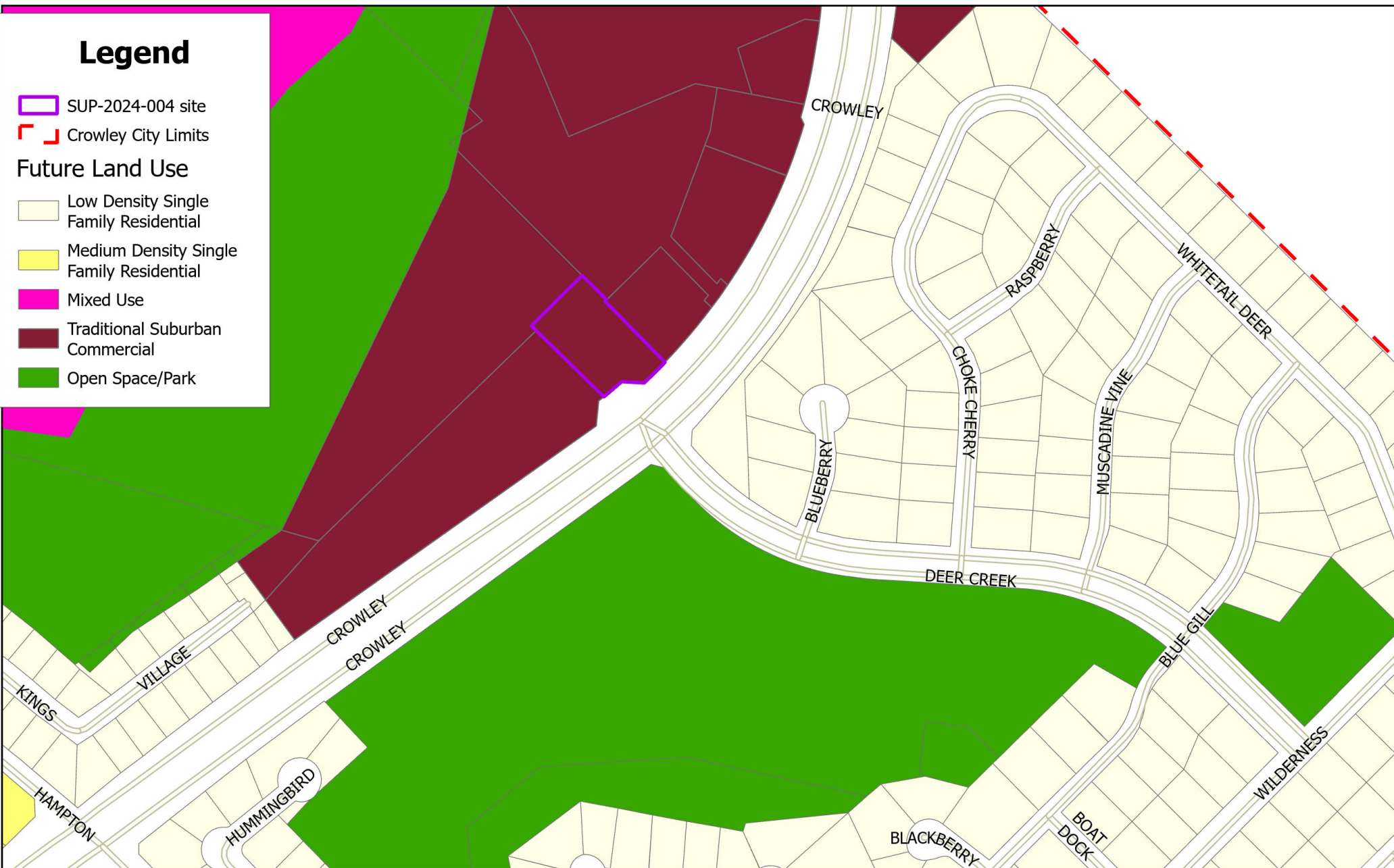
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Legend

- SUP-2024-004 site
- Crowley City Limits

Future Land Use

- Low Density Single Family Residential
- Medium Density Single Family Residential
- Mixed Use
- Traditional Suburban Commercial
- Open Space/Park



SUP-2024-004 Future Land Use



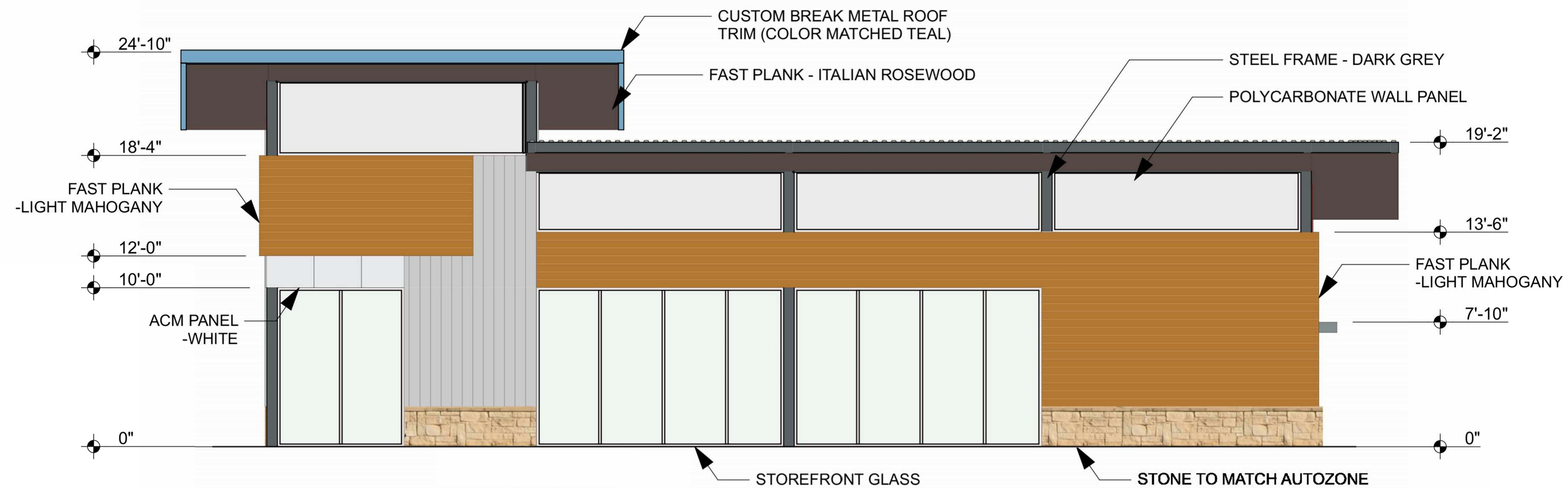
11/18/2024

0 450 900 Feet

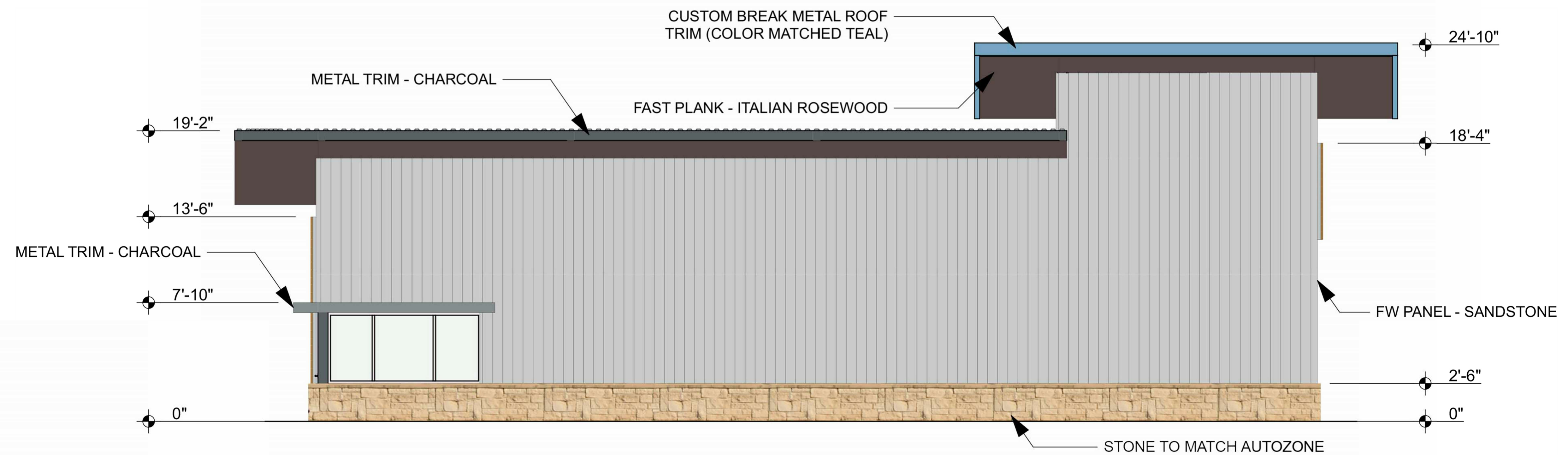


DISCLAIMER

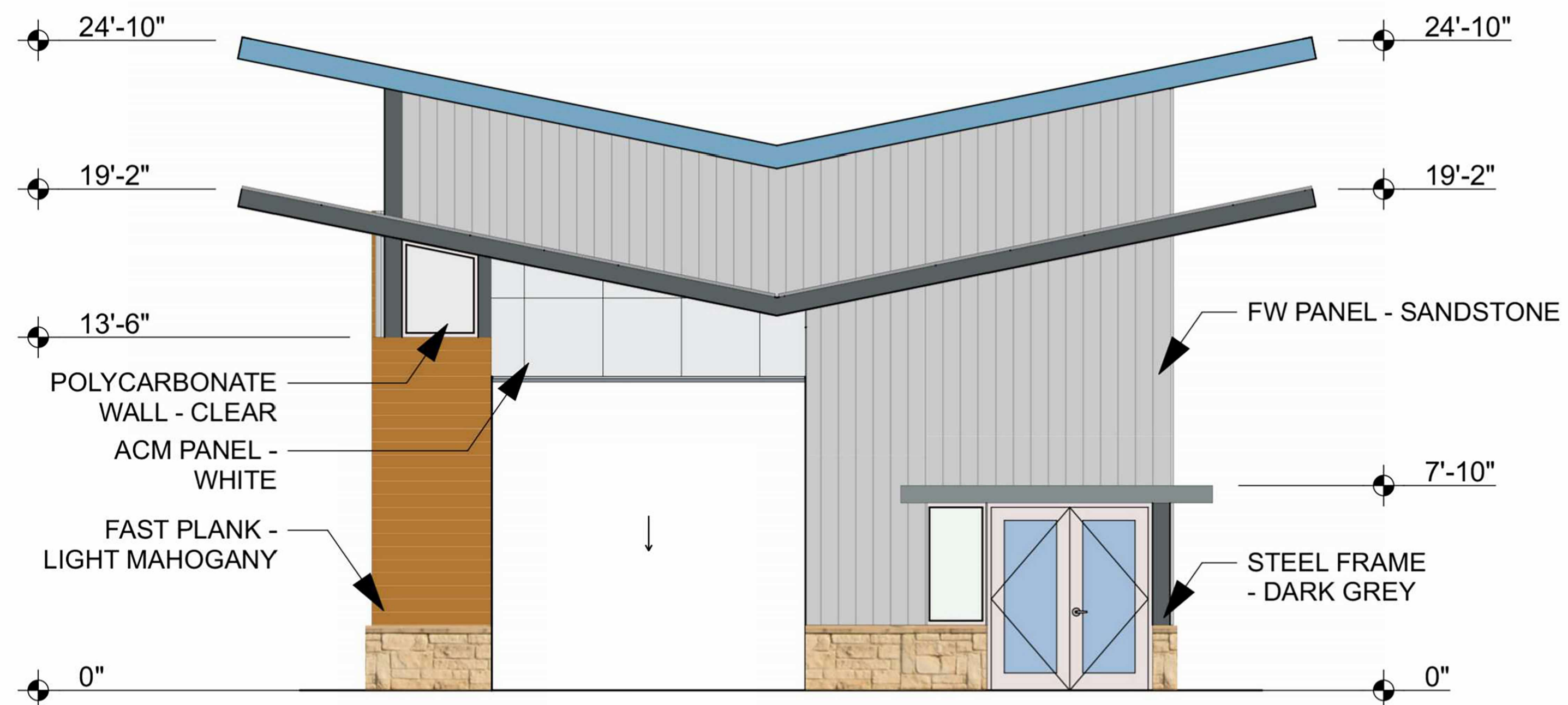
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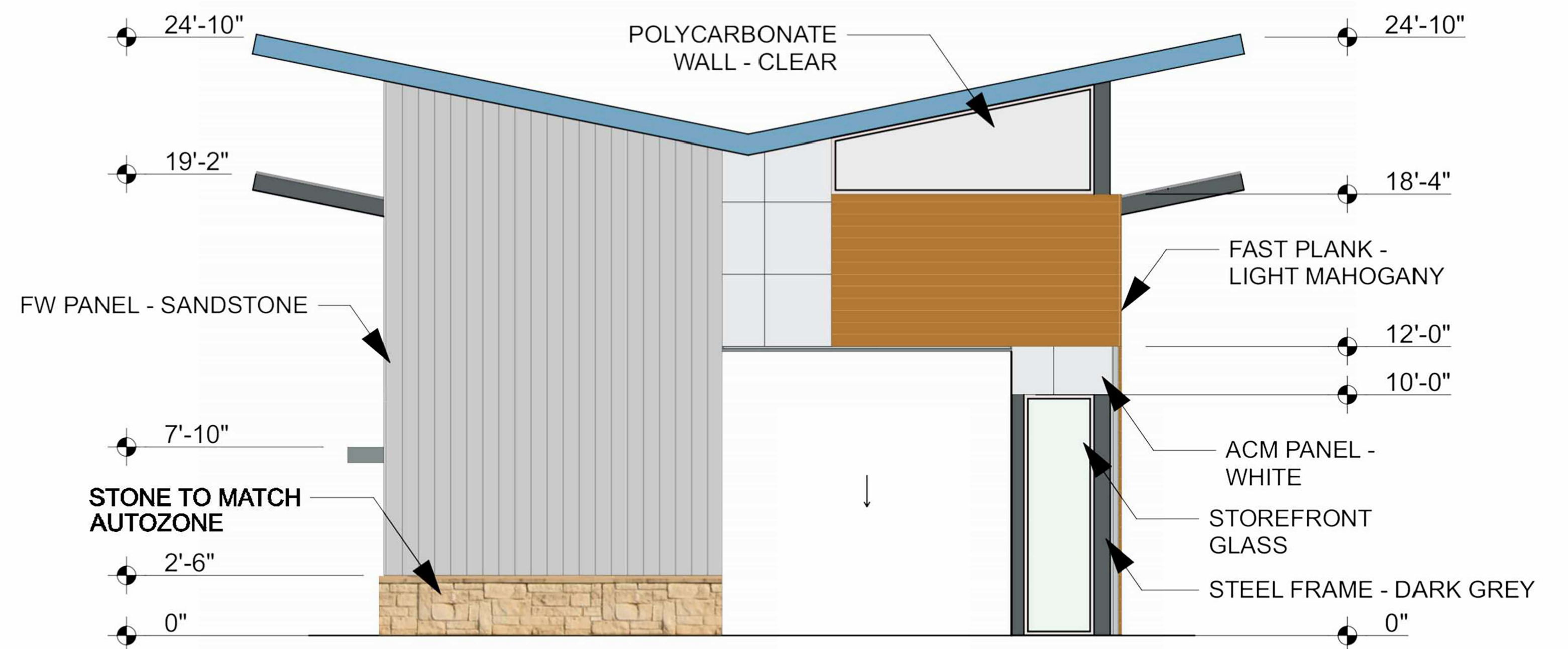
1 NORTH
SCALE: 1/4" = 1'-0"



2 SOUTH
SCALE: 1/4" = 1'-0"



1 WEST
SCALE: 1/4" = 1'-0"



2 EAST
SCALE: 1/4" = 1'-0"



December 3, 2024

Rachel Roberts
Planning & Development Director
City of Crowley
201 East Main
Crowley, TX 76036

RE: Responses to Comments
Beach Club Car Wash
812 South Crowley Road, Crowley, Texas 76036
Case No. SUP-2024-004
Our Job No. 23770

Dear Rachel:

We have revised the plans and technical documents for the above-referenced project in accordance with your comment letter dated November 7, 2024. Enclosed are the following documents for your review and approval:

1. Revised Site Plan.
2. Revised Building Drawings.

The following outline provides each of your comments in italics exactly as written, along with a narrative response describing how each comment was addressed:

COMMENT:

1b. Re: response letter comment on the 15-ft landscape buffer along Crowley Rd: After reviewing the zoning code, it does not appear the 15-ft landscape buffer requirement applies to this property because there is no parking between the building and the street. However, the parking lot screening requirement of 106.92.E.(4) does apply. Please update the site plan to show compliance with the screening requirement.

(4) Parking Lot Screening:

- a. All parking, maneuvering, customer loading areas, vehicular display, and storage areas that are not screened by on-site buildings shall be screened from view of public streets pursuant to the standards of this section.*
- b. Parking lot screening shall be maintained at a minimum of three feet and maximum of four feet in height (or minimum of two feet at the time of planting for vegetative buffers) and, if vegetative, planted within the landscape buffer.*
- c. Parking lot screening materials may be either:*
 - 1. The same building material as the principal structure on the lot (masonry or similar material only), or*
 - 2. A vegetative screen composed of shrubs planted to be opaque at maturity, or*
 - 3. A combination of the two.*
- d. If a vegetative screen is selected, the shrub species shall be selected from the Approved Planting List in Table 106.92-3 and may count towards the planting requirement in the landscape buffer area.*

- e. *Parking lot screens shall not block any required sight triangles along a cross street or driveway.*
- f. *Parking lot screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.*
- g. *Wheel stops shall be provided for parking spaces adjacent to a landscape setback where no curb is provided to prohibit any car overhang over the planting area. Wheel stops shall be located two feet from the landscape setback.*

Response: We have added a vegetative landscape screen per Option 2 to the Site Plan. We included it wherever a queue lane or parking stall is located

NEW COMMENTS:

4. *What façade colors will be used?*

Response: See attached rendering and colored elevations. Per the Planning Commission hearing we have added a stone wainscot around the building that is intended to match the AutoZone wainscot .

5. *Please indicate on the site plan where the ordering/payment kiosk will be located. Is this the ordering kiosk?*

Response: Yes, the item you circled on the site is the ordering station or Point of Sale portal.

6. *Crowley development regulations require a bypass lane for uses that include a drive-through. Planning staff will be happy to discuss bypass lane options for you if you have any questions about this requirement.*

Response: A bypass lane of 12 feet wide is provided on the north side of the wash building. See also engineering comment response.

7. *Will you use directional signs to direct traffic through one-way areas, and if so, could you show those locations on the site plan?*

Response: Yes, see attached site plan with direction signs.

Engineering comments

It appears there was an intent for the access lane in front of Autozone to continue to this site. There is no access easement in place, so you will not be required to continue the access, but you may be required to add a curb to close off the access point.

Response: If this access lane is acceptable to AutoZone, we will use that as our bypass lane. If not, we will curb and landscape at the access point.

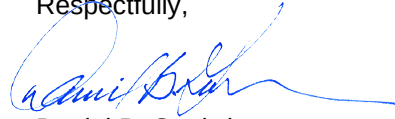
Rachel Roberts
Planning & Development Director
City of Crowley

-3-

December 3, 2024

We believe that the above responses, together with the enclosed revised plans and technical documents, address all of the comments in your letter dated November 7, 2024. We hope to be scheduled for nearest Planning Commission meeting, December if possible. If you have questions or need additional information, please do not hesitate to contact me at this office. Thank you.

Respectfully,



Daniel B. Goalwin
Director of Architectural Services, Principal

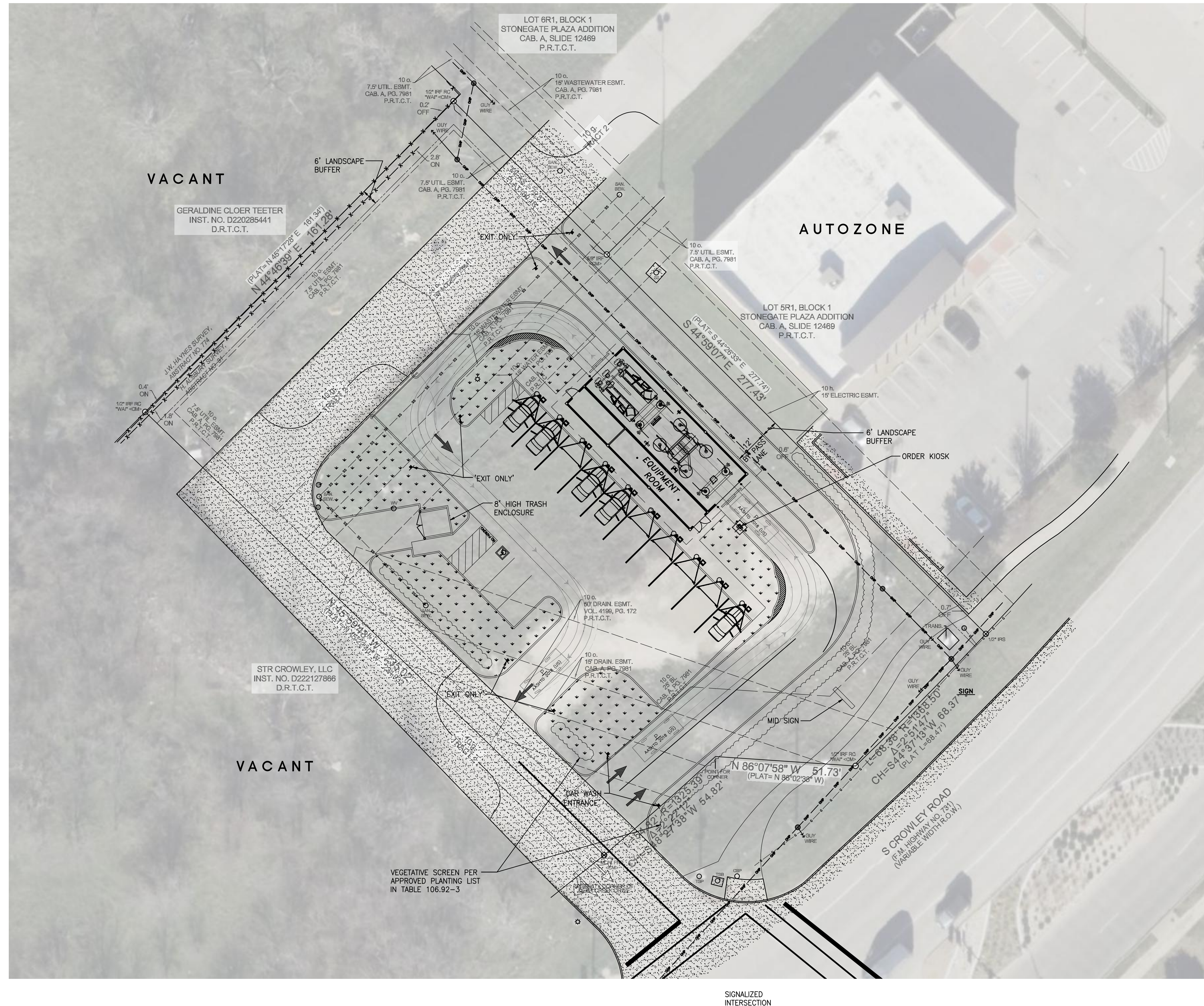
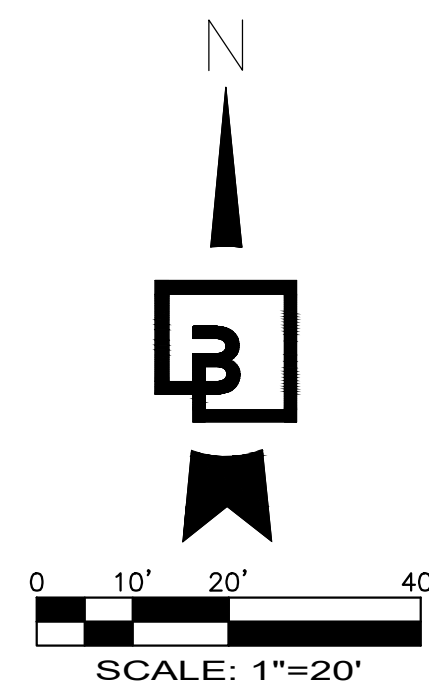
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enc: As Noted

cc: Mark Sunkel, Beach Club Carwash
Brittini Pierce, Beach Club Carwash
Nick Wecker, Barghausen Consulting Engineers, LLC
Keana Poach, Barghausen Consulting Engineers, LLC

PRELIMINARY SITE PLAN



No.	Date	By	Ckd.	Appr.	Revision
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Title:

PRELIMINARY SITE PLAN
BEACH CLUB CAR WASH
STONEGATE PLAZA ADDITION
CROWLEY ROAD @ DEER CREEK DRIVE

BEACH CLUB CAR WASH
Beach RealCo2, LLC
251 Little Falls Dr
Wilmington, DE 19808

For:

Scale:	
Designed	—
Drawn	—
Checked	—
Approved	—

**Barghausen
Consulting Engineers, Inc.**
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 **barghausen.com**



Job Number 23770

Sheet
SP-1

ORDINANCE NO. 02-2025-554

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CROWLEY, TEXAS, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW A CAR WASH AT 812 S CROWLEY ROAD, BEING LOT 16R1, BLOCK 1 STONE GATE PLAZA ADDITION IN THE CITY OF CROWLEY; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Zoning Ordinance of the City of Crowley requires the issuance of a Specific Use Permit to operate a car wash business on property in the General Commercial (GC) Zoning District in the City; and

WHEREAS, an application authorized by the owner of the property located at 812 S Crowley Rd platted as Lot 16R1, Block 1 Stone Gate Plaza Addition, in the City of Crowley, Tarrant County, Texas, has been filed for a specific use permit to operate an auto sales business; and

WHEREAS, the Planning and Zoning Commission of the City of Crowley, Texas held a public hearing on January 13, 2025, and the City Council of the City of Crowley, Texas, held a public hearing on February 6, 2025, with respect to the Specific Use Permit described herein; and

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

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

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by granting a Specific Use Permit to Byrd Autos for operation of a car wash business on the property located at 812 S Crowley Road, platted as Lot 16R1, Block 1, Stone Gate Plaza Addition, located in the "GC" General

Commercial District, further described in the attached Exhibit 'A', subject to the site plan and elevations attached as Exhibit 'B', and subject to the conditions listed below. Approval of the site plan does not waive requirements of the zoning code.

- 1) Minor amendments to the site plan may be approved by city staff, as long as the amendment does not change the relationship between the building and the street, does not reduce the number of parking spaces provided, and does not reduce the areas designated for landscaping, unless a reduction is needed to accommodate required public or semi-public improvements. A revision to the site plan may also be approved by city staff to change the drive-through bypass lane from the lane shown on the approved site plan to one that connects with the adjacent property, subject to review and approval of the city engineer.
- 2) Amendments to the elevations shall be permitted when required to meet the zoning code, building code, or other adopted City of Crowley regulations.
- 3) The developer shall add a curb between this site and the adjacent developed site.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 6th DAY OF FEBRUARY 2025.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION

EXHIBIT 'B'

SITE PLAN AND ELEVATIONS



City of Crowley, Texas City Council Agenda Report

Presenter: Julie Hepler	Meeting Date: February 6, 2025
Department: Main Street	Agenda Item: VI.1.
Subject: Discuss and consider adoption of Resolution R02-2025-442, designating a Farmer's Market to be known as the "Crowley Market on Main" as outlined in Ord. NO 05-2012-181. and approving the Crowley EDC to enter into a Facilities Usage Agreement.	

Background:

In 2024, the Crowley Market on Main was launched in the newly developed Crowley Crossing plaza. This Market enriches the quality of life for residents by promoting health, fostering social connections, promoting the local culture and attracting visitors to the downtown area, benefiting the nearby businesses. City staff has received much positive feedback about the market and has observed its beneficial impact on the community. City staff has proposed a Facilities Usage Agreement with Chaz Forester to manage the Crowley Market on Main.

The Crowley Crossing plaza guidelines state that the City/EDC may contract on a case-by-case basis with vendors to provide recurring events within a specific date range. The market is generally set to operate on designated Sundays during the specified season, with occasional exceptions permitted under the agreement. To ensure an authentic Farmer's Market, a minimum of 25% of participating vendors will offer homegrown or prepared food and beverage items.

Additionally, handmade artisan products such as soaps, artwork, jewelry, etc., will be featured. The market will enforce standards on the types of items sold, and vendors will be required to enter into separate agreements with the market organizers. The owner/operator responsible for the market will oversee all operational aspects, including vendor compliance with relevant rules and regulations at the federal, state, and local levels, as well as developing and maintaining a website, social media presence, etc. The city will have the option to secure booth space to promote municipal services and programs during market hours.

Mr. Forester has several years of experience running similar markets in the surrounding area with great success. His dedication to creating a market experience where all can come together to celebrate fresh products, sustainability, and community spirit has been integral to the success of the Market on Main. With his leadership, the market supported various city events and initiatives benefiting the community.

To operate a Farmer's Market on public property, the operator must hold a valid permit and obtain city permission, which may be designated by council resolution. The Facilities Usage Agreement encompasses these regulations and complies with Ordinance No. 05-2012-181, § 1. The owner/operator agrees to maintain general liability insurance of no less than \$1,000,000.00 for personal injury or death per occurrence, naming the City as an additional insured. Proof of insurance is required before permit issuance and usage of City property.

Recommendation:

Staff recommends the adoption of Resolution R02-2025-442 and respectfully requests council approval for the Crowley EDC to enter into a Facilities Usage Agreement.

Financial Information:

Staff recommends a rental fee of \$500 per month for the 2025 Market season (March through December). This rate will undergo annual evaluation and adjustment during contract renewal

Attachments:

1. 2025 Resolution- Crowley Market on Main
2. 2025 Market Contract
3. Vendor Rules - 2025

RESOLUTION NO. R02-2025-442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHAZ FORESTER, OWNER/OPERATOR, TO OPERATE THE CROWLEY FARMERS' MARKET, TO BE KNOWN AS CROWLEY MARKET ON MAIN.

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

WHEREAS, the City recognizes the value of supporting local agriculture and providing access to fresh produce and artisanal goods for its residents; and

WHEREAS, it is in the interest of the City to foster community engagement and economic development through the establishment of a Farmers' Market at Crowley Crossing; and

WHEREAS, Chaz Forester, the owner/operator of Crowley Market on Main, has demonstrated the capability and expertise to operate such a market during his management of the Burleson Farmers' Market and the surrounding area; and

WHEREAS, the City Council of the City of Crowley, Texas, finds it to be in the best interest of the citizens of the city and support the establishment of the Crowley Market on Main.

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

SECTION 1.

The City Council of the City of Crowley, Texas, hereby approves the establishment of a Crowley Market on Main located at 201 E. Main St., Crowley, TX 76036 within the Crowley Crossing. Market will operate annually from March 1st - December 23rd on Sundays from 9 AM - 2 PM. Market may operate special edition markets, such as "date nights" or "holiday" markets with written staff approval. Rules and regulations governing the operation of the Crowley Market on Main, as presented by the owner/operator and outlined in Exhibit "A," the attached Facilities Usage Agreement and Vendor Rules and Regulations Agreement, are hereby approved. Any amendments to these rules and regulations shall require the approval of the City Council.

SECTION 2.

Chaz Forester, Owner/Operator shall maintain general liability insurance in the amount of no less than \$1,000,000.00 for personal injury or death per occurrence, naming the City as an additional insured. Proof of insurance must be provided to the City prior to permit issuance and usage of City property.

The City Manager is hereby authorized to take all necessary actions to implement this resolution.

SECTION 3.

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

PASSED AND APPROVED ON THIS ____ DAY OF February, 2025.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

Exhibit "A"
Vendor Facilities Usage Agreement
and
Vendor Rules and Regulations Agreement

**FACILITIES USAGE AGREEMENT BETWEEN
CROWLEY ECONOMIC DEVELOPMENT CORPORATION
AND
CROWLEY MARKET ON MAIN**

This AGREEMENT is made by and between the Crowley Economic Development Corporation (“EDC”) and the Crowley Market on Main (CMM), operating under Chaz Forster, Owner/Operator. EDC and CMM may sometimes hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, EDC is the owner of the area of land hereinafter called “Crowley Crossing on Main Street”; and

WHEREAS, CMM desires to enter into an agreement so that CMM may use a portion of the Crowley Crossing for the purpose of a farmer’s and artisan market; and

WHEREAS, EDC and CMM have determined that such an agreement would benefit both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Appointment and Exclusivity**

The EDC hereby designates, appoints and authorizes CMM to be the only renter of the designated space included as Attachment 1 at agreed upon times. CMM hereby accepts such appointment and agrees to discharge its responsibilities as provided herein during the term of this Agreement. It is agreed and understood, however, that the EDC remains the owner of the property.

**Article II
Rights and Duties of CMM**

- 2.1 CMM will have the right to conduct the market activities on the above- mentioned property upon this agreement’s execution beginning March 1, 2025 until December 19, 2025. The hours of operation shall be limited to between 8:00 AM and 4:00 PM on Sundays; or Friday evenings between the hours of 2:00 PM and 10:00 PM only with prior approval from the Main Street Coordinator. Times outlined in this agreement include set up and tear down of vendor booths.

- 2.2 CMM will have the right to operate up to six (6) special edition “Date Night” farmers market. Dates for these special edition markets must be pre-approved in writing by EDC or it’s representative with 21 days advance notice. Coordination between CMM and the EDC will ensure there are no conflicting events when a special edition evening market is proposed.

- 2.3 In the event that a Sunday market is canceled due to inclement weather, the market may reschedule to Friday following the canceled date. Coordination between CMM and the EDC will ensure there are no conflicting events when this occurs. CMM will make the final determination regarding inclement weather and operation of the market.
- 2.4 CMM guarantees a minimum of 25% of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer's Market.
- 2.5 CMM shall cease operation of any particular date at the request of EDC with at least 10 days' notice.
- 2.6 The EDC may authorize CMM, in writing, to use golf carts or other minor equipment for market-related activities. CMM agrees to assume full responsibility for any liability, damages, or losses resulting from such use. Operators must be at least 18 years old and possess a valid Texas driver's license.
- 2.7 CMM acknowledges that the parking spaces located along Hampton Rd are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces CMM intends to utilize, the EDC shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the market area, CMM shall set-up the market in a way that the vehicle is not impeded from exiting.
- 2.8 CMM agrees to keep and restore the utilized area to an equal or better condition than that prior to any activities. This includes trash and debris pickup. CMM will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by CMM, its officers, agents, employees or invitees.
- 2.9 CMM acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Crowley Crossing Plaza on Main Street and may be utilized as needed.
- 2.10 CMM shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by the Tarrant County Health Department.
- Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the EDC's discretion.
- 2.11 CMM shall be allowed to host food vendors to sample open or time/ temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by the Tarrant County Health Department.
- 2.12 Failure to comply with any permitting requirements may result in a particular vendor being

banned from participating in future markets at EDC's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site).

- 2.13 CMM shall comply with all local, state, and federal regulations, including any and all regulations concerning the sale and distribution of alcoholic beverages and CBD products. CBD products, including oils, lotions, drinks, gummies, etc. Must be labeled and sold according to strict regulations. This includes regulations of the Tarrant County Public Health office when applicable.
- 2.14 CMM and any vendors shall only engage in retail sales of vendor products and artisanal items and other items customarily found in a farmers market for sale to the general public. For purposes of this section, the food trucks authorized in Section 2.11 shall be considered an item customarily found in a farmers market for sale to the general public.
- 2.15 The City of Crowley shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with the operator a minimum of one (1) week in advance.
- 2.16 At such time tenants occupy City Hall adjacent to the Crowley Crossing Plaza, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.
- 2.17 EDC shall have the right to approve any promotional marketing and signage for the CMM to ensure materials meet existing sign ordinances and design standards.
- 2.18 CMM and any vendors shall comply with all local, state and federal parking and traffic regulations. Vehicles and trailer are prohibited from driving, stopping or parking on the plaza sidewalks.

Article III Terms

- 3.1 CMM agrees to pay the EDC \$500 per month for the 2025 market season. The EDC will issue quarterly invoices to CMM on the 1st day of the billing month, with payment due by the 15th of the same month. This rate will be reviewed and adjusted annually during contract renewal.
- 3.2 CMM shall be required to pay Two Hundred Dollars (\$200.00) as a clean-up fee in case the property is not restored to the condition prior to activities. Fee shall be assessed at EDC's discretion.
- 3.3 CMM shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated on the Crowley Main Street Market website.

Article IV

Insurance and Hold Harmless

- 4.1 CMM agrees to provide EDC a certificate of insurance as proof that it has secured and paid for a policy providing general liability insurance covering all risks related to the use, maintenance, existence or location of the areas used under this Agreement. The amounts of such insurance shall not be less than \$1,000,000.00 for personal injury or death, each occurrence. The certificate of insurance shall be provided to the EDC prior to the issuance of any permit and any usage of the EDC's property.
- 4.2 City and EDC shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and EDC and providing that such policies may not be cancelled unless City and EDC is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to City and EDC. CMM shall provide evidence satisfactory to EDC and City that such coverage has been procured and is being maintained at all times during the term of this Agreement.
- 4.3 CMM SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS EDC AND CITY AND ALL ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY OFFICER, EMPLOYEE, OR OFFICIAL OF THE CITY OF CROWLEY, TEXAS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF CMM, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OR PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH CMM'S OPERATION, MAINTENANCE, USE OR CONDITION OF THE AREAS DESIGNATED FOR CMM'S USE UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

Article V
Severability

- 5.01 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

Article V
Termination

- 6.01 The EDC retains the sole and exclusive right to terminate this Agreement at any time, provided CMM is notified seven (7) days in advance of said Termination. Should CMM violate any term of this Agreement, the seven- day notice is waived and the Agreement terminates upon notification to CMM by EDC.

Article VII
Independent Contractor

- 7.01 In executing this Agreement and in performing their respective obligations, the EDC and CMM are acting independently and not in any form of partnership or joint venture. The EDC assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

Article VIII
Miscellaneous

- 8.1 EDC may be excused from performance under this Agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that City has prudently and promptly acted to take any and all steps that are within EDC's control to ensure performance and to shorten the duration of the event of Force Majeure. If City suffers an event of Force Majeure, it shall provide notice of the event to the CMM immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.
- 8.2 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To CMM:

Chaz Forster
6521 Asher Rd.
Alvarado, TX 76009

To the EDC:

Crowley
Economic
Development
Corporation
c/o Lori Watson
201 E. Main St.
Crowley, TX 76036

- 8.3 This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.
- 8.4 This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.
- 8.5 Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.
- 8.6 Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.
- 8.7 This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Tarrant County, Texas.
- 8.8 [This section intentionally left blank.]
- 8.9 Nothing contained in this Agreement shall be construed as a waiver of the EDC's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the EDC by law, except to the extent expressly provided or necessarily implied herein.
- 8.10 Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any city ordinance or regulation, or the waiver of any requirement of any city ordinance or regulation.

(Signature pages to follow)

EXECUTED this ____ day of _____, 2025.

BY: _____
Lori Watson, EDC Executive Director

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, _____, the undersigned notary public, on this day personally appeared Lori Watson as Executive Director of the Crowley Economic Development Corporation, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____
Commission Number: _____
Executed on the date first written above.

EXECUTED this ____ day of _____, 2025.

BY: _____
Chaz Forster
CROWLEY MARKET ON MAIN

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, _____, the undersigned notary public, on this day personally appeared Chaz Forster who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____

Commission Number: _____

Attachment 1
Crowley Crossing on Main Street



Crowley Market Rules

All vendors must arrive at their scheduled time and remove all items from vehicle, place in their respected spot and then move vehicle off the lot BEFORE setting up any tents, tables, signs, etc.... (pulling up and congregating and fellowshipping with other vendors causes a lot of traffic in the mornings and afternoons so please save the talking for AFTER everyone is completely setup)

All vendors are required to park off-site unless otherwise stated by market management. There is absolutely no parking in the grass or the perimeter of the market site, this is city ordinance and causes large fines for management.

All Vendors are required to pay their \$40 vendor fee after setup each week. We will accept cash, Venmo, or Zelle.

All vendors are required to set their tent up FIRST for management to set placing and allow all other vendors to get into the parking lot without any obstruction.

All vendors are required to provide their own tent that is NO larger than 10x10 (Tents that are larger than 10x10 require more space and it is unfair to other vendors) Only exception is if you choose to pay for 2 spots (\$80 total) and then you can have a 10x20 space. In the event of a windy day, please bring weights to secure your tent! None will be provided.

All hot food & drink vendors must have a hand washing station ready for use within their booth each Sunday (Health department stops by and performs random inspections)

All vendors are required to stay until 2pm, unless they sell out early or otherwise stated by market management (Leaving early causes disruptions, blocks customers from pulling their vehicles out, and customers assume we are closing for the day)

All vendors are required to pack and exit promptly as to allow all other vendors to do the same (Slow packing, talking, and other distractions prevent other vendors from being able to leave)

All vendors must dispose of their own trash/waste before leaving for the day

All vendors must check-in each week by Thursday at 12pm. You have until Saturday at 8am to cancel or your fee will still be owed.

You understand that all materials are to be supplied by you. We only provide the ground to set up on and electricity (if needed)

Time slots are assigned each week on Friday mornings, be sure to adhere to check-ins to guarantee your time slot. You will find your time slot on the Crowley Market on Main Vendor group page.

Fees, dates, location, or other conditions are subject to change as needed by City of Crowley or Crowley Market on Main

In the event of inclement weather, the market manager will make a decision if the market will be open as weather conditions can change quickly. Please check the Vendor group page for update

We reserve the right to reject you as a vendor for any reason.

I also acknowledge that I have read and completely understand the vendor agreement and that I release and hold harmless the Crowley Market on Main and its employees/owners of any liability or legal claim



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: February 6, 2025
Department: Administration	Agenda Item: VI.2.
Subject: Discuss and consider approving Resolution R02-2025-440 approving a Permanent Water Facility Easement Agreement with the City of Fort Worth.	

Background:

The City of Fort Worth is requesting a permanent water facility easement on the City of Crowley owned property at 212 E. Main Street. This easement will serve the new water line improvements related to the 2023 amended wholesale water contract (CFW #41092) with the City of Fort Worth.

The current ground storage pump station and ground storage tanks are housed at this location. The granting of this easement will not adversely impact the future use of this land.

Recommendation:

Staff recommends approval of resolution and agreement.

Financial Information:

None

Attachments:

1. Fort Worth Easement Agreement Resolution R02-2025-440
2. Permanent Water Facility Easement Agreement

RESOLUTION NO. R02-2025-440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS APPROVING A WATER FACILITY EASEMENT AGREEMENT WITH THE CITY OF FORT WORTH FOR THE SOUTHSIDE II WATER MAIN ALIGNMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Fort Worth seeks to acquire a permanent Water Facility Easement, totaling 0.0362 acres from the City on property owned by the City as described and depicted in Exhibit "A" attached to the agreement and incorporated here within; and

WHEREAS, the City Council desires to approve the Water Facility Easement Agreement and to authorize the Mayor to execute the Agreement.

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

SECTION 1.

The Water Facility Easement Agreement with the City of Fort Worth attached hereto is hereby approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

SECTION 2.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 6th DAY OF FEBRUARY, 2025

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

junction boxes in, upon, under and across a portion of the Easement Property, more fully described in Exhibit A attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter the Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, inspecting and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement.

Under Chapter 21, Subchapter E of the Texas Property Code, as amended, the Grantor or the Grantor's heirs, successors, or assigns may be entitled before the 10th anniversary of the date of this acquisition to repurchase or request certain information about the use and any actual progress made toward the use for which this property interest was acquired through eminent domain, and the repurchase price will be the price the Grantee pays Grantor in this acquisition.

The person signing this document on behalf of the Grantor warrants that he or she has the legal authority to execute this permanent easement for the purposes and consideration therein expressed, and in the capacity therein stated, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the Grantor. Grantee is fully entitled to rely on this warranty and representation in accepting this permanent easement.

TO HAVE AND TO HOLD the above-described permanent easement, together with, all and singular, the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its heirs, successors and assigns, to warrant and forever defend, all and singular, the said easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

Grantee may execute this document by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

[signature pages follow]

GRANTOR: **City of Crowley**

By: _____

(Print Name) _____

(Title) _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of City of Crowley, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of City of Crowley and that they executed the same as the act of said entity for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date of _____.

[SEAL]

Notary Public, State of Texas

ACCEPTED BY:

GRANTEE: City of Fort Worth

By: _____

(Name) _____

(Title) _____

APPROVED AS TO FORM AND LEGALITY

By: _____

(Name) _____

(Title) _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of the City of Fort Worth, a Texas home rule municipal corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Fort Worth and that they executed the same as the act of the City of Fort Worth for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date of _____.

[SEAL]

Notary Public, State of Texas

LEGAL DESCRIPTION
PERMANENT WATER EASEMENT

Exhibit "A"

PARCEL ID: 4.6
CPN 103649-4

BEING a 0.0362 acre (1,575 square foot) tract of land situated in the John Steele Survey, Abstract No. 1381, City of Fort Worth, Tarrant County, Texas; said tract being a portion of a called 0.25 acre tract of land described in the Warranty Deed to the City of Crowley recorded in Volume 14639, Page 329 of the Deed Records of Tarrant County, Texas; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with "TNP" cap found in the south right-of-way line of Farm to Market Road No. 1187 (a variable width right-of-way), said iron rod being the northeast corner of said 0.25 acre tract, from said iron rod a 5/8-inch iron rod with "TNP" cap found for the southeast corner of said 0.25 acre tract bears South 00°10'51" West, a distance of 150.14 feet;

THENCE North 89°06'16" West, along said south right-of-way line of Farm to Market Road No. 1187, a distance of 30.00 feet to the **POINT OF BEGINNING**;

THENCE South 00°10'51" West, departing said south right-of-way line of Farm to Market Road No. 1187, a distance of 35.00 feet to a point for corner;

THENCE North 89°06'16" West, a distance of 45.00 feet to a point for corner in the west line of said 0.25 acre tract;

THENCE North 00°10'51" East, along said west line of 0.25 acre tract, a distance of 35.00 feet to a point for corner in said south right-of-way line of Farm to Market Road No. 1187, said point being the northwest corner of said 0.25 acre tract;

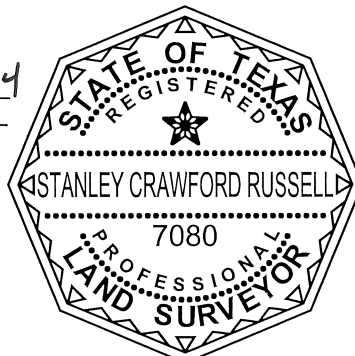
THENCE South 89°06'16" East, along said south right-of-way line of Farm to Market Road No. 1187, a distance of 45.00 feet to the **POINT OF BEGINNING** and containing 1,575 square feet or 0.0362 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.


STANLEY CRAWFORD RUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7080
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
StanC.Russell@Kimley-Horn.com



PARCEL ID: 4.6
CPN 103649-4
PERMANENT WATER EASEMENT
JOHN STEELE SURVEY
ABSTRACT NO. 1381
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

Kimley»Horn

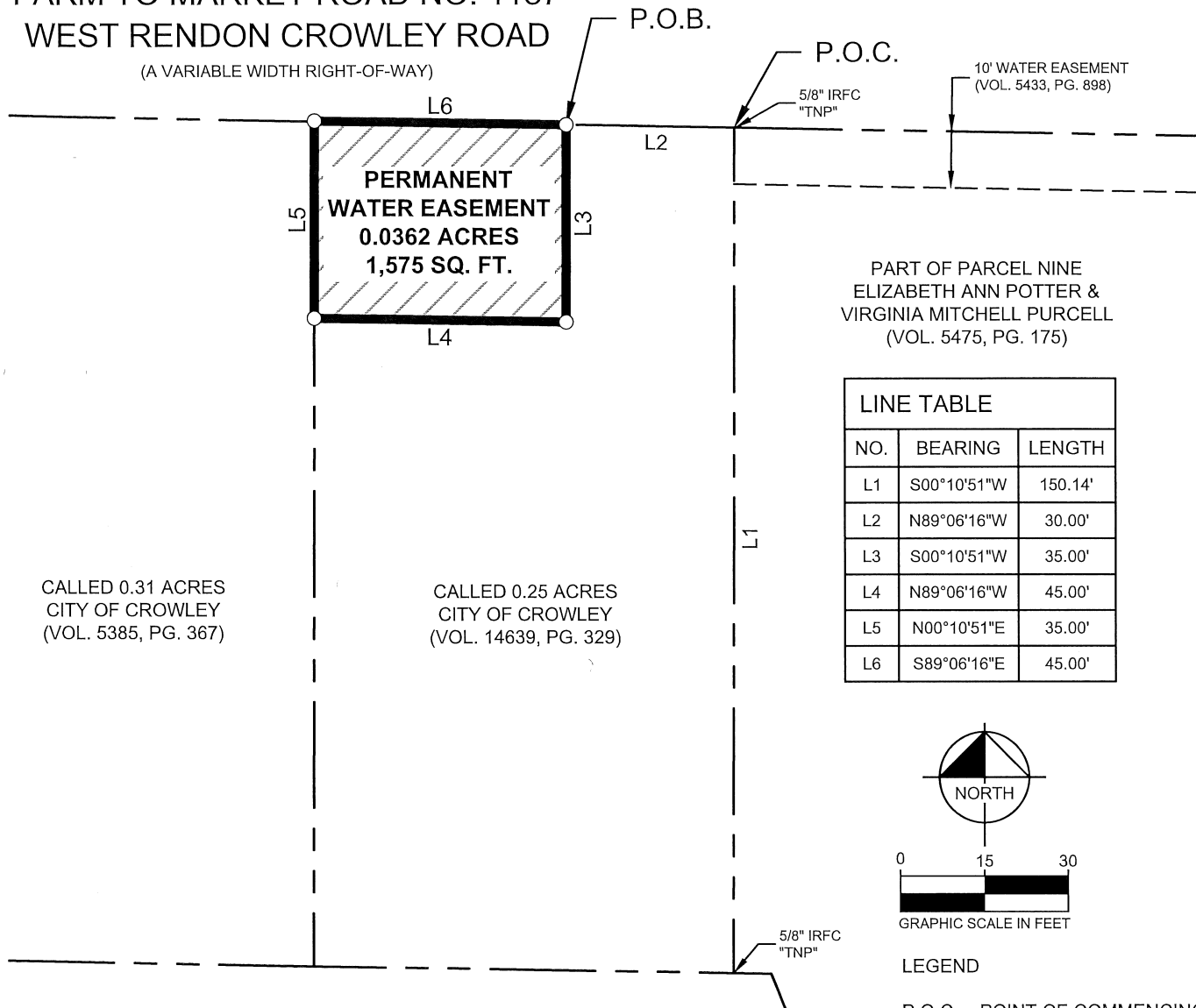
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	SCR	5/15/2024	061018431	1 OF 2

FARM TO MARKET ROAD NO. 1187
WEST RENDON CROWLEY ROAD

(A VARIABLE WIDTH RIGHT-OF-WAY)



PART OF PARCEL NINE
ELIZABETH ANN POTTER &
VIRGINIA MITCHELL PURCELL
(VOL. 5475, PG. 175)

LINE TABLE

NO.	BEARING	LENGTH
L1	S00°10'51"W	150.14'
L2	N89°06'16"W	30.00'
L3	S00°10'51"W	35.00'
L4	N89°06'16"W	45.00'
L5	N00°10'51"E	35.00'
L6	S89°06'16"E	45.00'



GRAPHIC SCALE IN FEET

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
A metes and bounds description of even survey date herewith accompanies this survey plat.

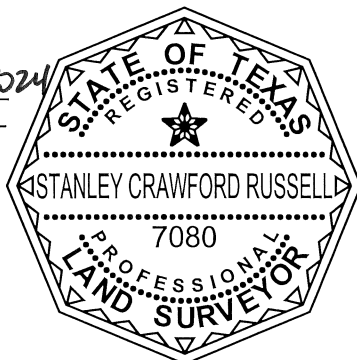
The undersigned, Registered Professional Land Surveyor,
hereby certifies that this survey plat accurately sets out the
metes and bounds of the easement tract.

PARCEL ID: 4.6

CPN 103649-4

PERMANENT WATER EASEMENT
JOHN STEELE SURVEY
ABSTRACT NO. 1381
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

StanC Russell 6/18/2024
STANLEY CRAWFORD RUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7080
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	CRG	SCR	5/15/2024	061018431	2 OF 2



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: February 6, 2025
Department: Administration	Agenda Item: VI.3.
Subject: Discuss and consider approving Resolution R02-2025-441 for a Temporary Construction Easement Agreement with the City of Fort Worth.	

Background:

The City of Fort Worth is requesting a temporary construction easement at 212 E. Main Street in Crowley, Texas. The use of this easement will be for the purpose of temporary access to the specified area during construction activities. The construction effort being performed in conjunction with this temporary easement is for the water line improvements approved under the 2023 wholesale water contract (CFW #41092) amendment.

That 2023 contract amendment focused on increasing the available water the City of Crowley will be provided by the City of Fort Worth. The water line improvements outlined in that amendment will increase the water line size and location, thus the need for the temporary easement.

Recommendation:

Staff recommends approval of Temporary Construction Easement.

Financial Information:

None

Attachments:

1. Fort Worth Temporary Easement Agreement Resolution R02-2025-441
2. Temporary Construction Easement Agreement

RESOLUTION NO. R02-2025-441

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS
APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
WITH THE CITY OF FORT WORTH FOR THE SOUTHSIDE II WATER MAIN
ALIGNMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE SAME;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City of Fort Worth seeks to acquire a Temporary Construction Easement, totaling 0.0671 acres from the City on property owned by the City as described and depicted in Exhibit "A" attached to the agreement and incorporated here within; and

WHEREAS, the City Council desires to approve the Temporary Construction Easement Agreement and to authorize the Mayor to execute the Agreement.

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

SECTION 1.

The Temporary Construction Easement Agreement with the City of Fort Worth attached hereto is hereby approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

SECTION 2.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 6th DAY OF FEBRUARY, 2025

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

It is further agreed and understood that Grantee will be permitted the use of said Easement Property for the purpose of constructing water main transmission improvements. This Temporary Construction Easement shall expire upon the earlier to occur of: (i) completion of the improvements and their acceptance by Grantee; or (ii) two years from the date that Grantee commences construction of the improvements on the Property.

The person signing this document on behalf of the Grantor warrants that he or she has the legal authority to execute this temporary easement for the purposes and consideration therein expressed, and in the capacity therein stated, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the Grantor. Grantee is fully entitled to rely on Grantor's warranty and representation in accepting this temporary easement.

TO HAVE AND TO HOLD the above-described temporary easement, together with, all and singular, the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, until the cessation or expiration of the rights granted hereunder. Grantor does hereby bind itself, its heirs, successors and assigns, to warrant and forever defend, all and singular, the said easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

Grantee may execute this document by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

[signature pages follow]

GRANTOR: **City of Crowley**

By: _____

(Print Name) _____

(Title) _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of City of Crowley, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of City of Crowley and that they executed the same as the act of said entity for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date of _____.

[SEAL]

Notary Public, State of Texas

ACCEPTED BY:

GRANTEE: City of Fort Worth

By: _____

(Name) _____

(Title) _____

APPROVED AS TO FORM AND LEGALITY

By: _____

(Name) _____

(Title) _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of the City of Fort Worth, a Texas home rule municipal corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Fort Worth and that they executed the same as the act of the City of Fort Worth for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date of _____.

[SEAL]

Notary Public, State of Texas

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

Exhibit "A"

PARCEL ID: 4.6a**CPN 103649-4**

BEING a 0.0671 acre (2,925 square foot) tract of land situated in the John Steele Survey, Abstract No. 1381, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 0.25 acre tract of land described in the Warranty Deed to the City of Crowley recorded in Volume 14639, Page 329 of the Deed Records of Tarrant County, Texas; said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "TNP" cap found in the south right-of-way line of Farm to Market Road No. 1187 (a variable width right-of-way), said iron rod being the northeast corner of said 0.25 acre tract;

THENCE South 00°10'51" West, along the east line of said 0.25 acre tract, a distance of 60.00 feet to a point for corner, from said point a 5/8-inch iron rod with "TNP" cap found for the southeast corner of said 0.25 acre tract bears South 00°10'51" West, a distance of 90.14 feet;

THENCE North 89°06'16" West, departing said east line of 0.25 acre tract, a distance of 75.00 feet to a point for corner in the west line of said 0.25 acre tract;

THENCE North 00°10'51" East, along said west line of 0.25 acre tract, a distance of 25.00 feet to a point for corner;

THENCE South 89°06'16" East, departing said west line of 0.25 acre tract, a distance of 45.00 feet to a point for corner;

THENCE North 00°10'51" East, a distance of 35.00 feet to a point for corner in said south right-of-way line of Farm to Market Road No. 1187;

THENCE South 89°06'16" East, along said south right-of-way line of Farm to Market Road No. 1187, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 2,925 square feet or 0.0671 acres of land, more or less.

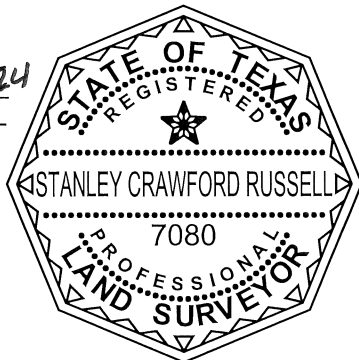
NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

Stanley Crawford Russell 6/18/2024

STANLEY CRAWFORD RUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7080
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
StanC.Russell@Kimley-Horn.com



PARCEL ID: 4.6a
CPN 103649-4
TEMPORARY
CONSTRUCTION EASEMENT
JOHN STEELE SURVEY
ABSTRACT NO. 1381
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

Kimley»Horn

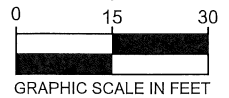
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	SCR	5/20/2024	061018431	1 OF 2

FARM TO MARKET ROAD NO. 1187
WEST RENDON CROWLEY ROAD

(A VARIABLE WIDTH RIGHT-OF-WAY)



TEMPORARY
CONSTRUCTION
EASEMENT
0.0671 ACRES
2,925 SQ. FT.

CALLED 0.31 ACRES
CITY OF CROWLEY
(VOL. 5385, PG. 367)

CALLED 0.25 ACRES
CITY OF CROWLEY
(VOL. 14639, PG. 329)

P.O.B.

5/8" IRFC
"TNP"

10' WATER EASEMENT
(VOL. 5433, PG. 898)

PART OF PARCEL NINE
ELIZABETH ANN POTTER &
VIRGINIA MITCHELL PURCELL
(VOL. 5475, PG. 175)

LINE TABLE

NO.	BEARING	LENGTH
L1	S00°10'51"W	60.00'
L2	S00°10'51"W	90.14'
L3	N89°06'16"W	75.00'
L4	N00°10'51"E	25.00'
L5	S89°06'16"E	45.00'
L6	N00°10'51"E	35.00'
L7	S89°06'16"E	30.00'

LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor,
hereby certifies that this survey plat accurately sets out the
metes and bounds of the easement tract.

PARCEL ID: 4.6a

CPN 103649-4

TEMPORARY

CONSTRUCTION EASEMENT

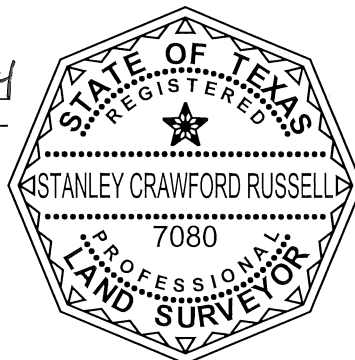
JOHN STEELE SURVEY

ABSTRACT NO. 1381

CITY OF FORT WORTH

TARRANT COUNTY, TEXAS

 6/18/2024
STANLEY CRAWFORD RUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7080
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
StanC.Russell@Kimley-Horn.com



Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102

FIRM # 10194040

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	CRG	SCR	5/20/2024	061018431	2 OF 2



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: February 6, 2025
Department: Community Development	Agenda Item: VI.4.
Subject: Discuss and consider approval of Ordinance #02-2025-556, amending Chapter 102 "Signs" by amending the Schedule for Permanent Signs, the regulations for a Master Sign Plan, and the requirement to have a certificate of occupancy.	

Background:

The city's sign code allows a sign permit to be granted only for businesses that have an approved certificate of occupancy (CO). Tying a sign permit to a CO is a way of making sure the sign being installed is for a real business that will be located at a given address. However, typically cities require a CO application rather than the approved CO. For example, staff checked with Hurst, Arlington, Grapevine, and Colleyville, and those cities all require a CO application to be on file before issuing a sign permit.

Requiring an approved CO before issuing a sign permit has caused some problems with new businesses trying to open. Once a CO is approved, a business is ready to open for business – all furnishings, materials, and goods are in place, and all inspections have been completed. But if the business has to wait for the sign permit, they either have to open with no signs up or have to delay their opening until the sign is installed and inspected. Tying the sign permit to a completed CO application (rather than a fully approved CO) is a way to ensure signs are legitimate while also providing a more practical timeline for businesses.

Staff recommend Sec. 102-31 be amended as follows.

Sec. 102-31. Required.

Except as provided in this chapter, no permanent sign shall be erected, placed, displayed or located without first obtaining a sign permit from the city. No sign permit shall be approved unless a completed application for a certificate of occupancy has submitted to the City of Crowley building permits office~~an application for a certificate of occupancy has been approved by the building official~~. Exception: "For Lease" and "Coming Soon," banners which shall be on a month-to-month basis.

This change is included in the attached ordinance for the Council's review, along with the proposed changes to the pole sign regulations and the master sign plan regulations that were discussed at the last Council meeting. For the Council members' reference, the changes discussed last time are also attached to this message.

Recommendation:

Staff recommend approval.

Financial Information:

None

Attachments:

1. For reference -- Sec. 102.122 markup
2. For reference -- Sec. 102.129 markup
3. Ordinance amending Ch. 102 - Signs

Sec. 102-122. Schedule for permanent signs.

No permanent sign shall be erected, placed, displayed or located except in accordance with the following table:

Table 1. City Permanent Signs						
Type of Sign	Permit Required	Districts Permitted	Maximum Area	Maximum Height	Number of Signs	Requirements
Blade	Yes	OC, GC, I, CP			1 per outside wall	No less than 12 inches from the surface of the building. Must be supported by the building
Awing/canopy	Yes	Nonresidential				
Pole/pylon (ground sign)	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 300 sq. ft. max. per sign	25 feet, plus 1 foot for each foot setback from property lines to a max. of 50 feet	1 per 300 linear feet of qualified street frontage	50 feet min. qualified street frontage, must be permanently attached to ground, height may not exceed 35 feet <u>Allowed only with approval of a master sign plan</u>
Freestanding monument commercial	Yes	OC, GC, I, CP	150 sq. ft.	6 feet	1 per development (choice of	Different regulations for monument signs

					ground, monument, roof or projecting sign)	in residential districts
Roof (attached)	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 200 sq. ft. max.	10 feet, above apparent flat roof or eaves line height	1 per development (choice of ground, monument, roof or projecting sign)	Shall not project horizontally over edge of roof or eaves
Projecting (attached)	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 100 sq. ft. max.	5 feet, above apparent flat roof or eaves line height	1 per development (choice of ground, monument, roof or projecting sign)	Shall not extend more than 4 feet from any wall facing
Theater marquee	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 300 sq. ft. max. per sign	10 feet, above apparent flat roof or eaves line height	1 per development	May be substituted for projecting sign
Ground for auto dealership	Yes	GC, I	1 sq. ft. per linear feet of qualified street frontage, 300 sq. ft. max. per sign	25 feet, plus 1 foot for each feet setback from property lines to a max. of 50 feet	1 per 150 linear feet of qualified street frontage	50 feet min. qualified street frontage, must be permanently attached to ground, height

						may not exceed ½ distance to nearest AG or residential zoning
Commercial wall (attached)	Yes	OC, GC, I, CP	15 percent of wall area	Not above apparent flat roof or eaves line height	Signage area can be composed of multiple signs	Includes any valance or permanent window signs
Canopy	Yes	OC, GC, I	15 percent of canopy fascia area	Top of parapet wall or roof eave height	Signage area can be composed of multiple signs	Includes signs suspended on the canopy supports
Residential freestanding monument	Yes	R-1, R-2, R-3, R-4, MR	50 sq. ft.	4 feet	2 matching at main entrance to subdivision	Monument signs not allowed in AG district
Multifamily wall or ground	Yes	MF, MR	50 sq. ft. total	Ground, 4 feet Wall, height of masonry screening wall	1 per street frontage	For identification purposes only, no encroachment into sight triangle
Menu board— Directional	Yes	GC, I, CP			Directional signs will be determined at site plan— (1) Menu Board	Sign placement will approved with the Site Plan Review

Residential wall (attached)	Yes	R-1, R-2, R-2, R-4, MR	2 sq. ft. each	Roof eave height	2 per occupancy	No encroachment into sight triangle, no permit required
Mural/works of art	SUP	Nonresidential				
Private traffic control	Yes	OC, GC, I, CP	2 sq. ft.	3 feet	No number specified	Vehicular or pedestrian, no logos symbols or shapes
Kiosk signs	Yes					Must meet all specifications as listed in section 102-126
Commercial flag poles	Yes	OC, GC, I, CP	Company and award flags 100 sq. ft. or less than U.S. and state flags	40 foot	1 flag of each type per site	U.S. and state flags; corporate logo flag
Flag poles in residential	No, unless electrical is needed	R-1, R-2, R-3, R-4, MF, MR	No area maximum	Not to exceed 30 feet	1 flag of each type per site	U.S. and state flags; POW; Active Military and Branch of Military; School or Team Affiliation
Reader board signs	Yes	OC, GC, I, CP			1 per street frontage	Text message only. The message rate

						shall not change at a rate faster than one message every 5 seconds. Any visual effects shall not compromise or interfere with vehicular traffic
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(Ord. No. 05-2015-255, § 1(exh. A), 5-7-2015; Ord. No. 05-2022-463 , § 1(Exh. A), 5-5-2022)

Sec. 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.
- (b) *Eligibility.* ~~Only the developer or owner(s) of a designated area of at least five acres in size which is developed or redeveloped as a master-planned commercial or industrial site may apply for a master sign permit. A master sign permit may be approved only for the following properties or developments: (i) a designated area of at least five acres in size which is developed or redeveloped as a master-planned commercial or industrial site; (ii) a planned development district of at least 50 acres in size with an amenity center or open space/park; or (iii) a commercial or industrial site desiring to use a pole/pylon sign. The master sign plan shall not be used to allow permanent off-premises signs or signs to be placed within the right-of-way.~~
- (c) *Master sign plan application.*
- (1) The applicant shall develop a master sign plan for all sign elements in the development based on the sign design guidelines in subsection (d) below.
 - (2) The applicant shall pay all fees established in Appendix A, Schedule of Rates, Fees and Charges.
 - (3) The building official shall forward the complete master sign plan application to the city secretary for action, by the city council after evaluating the master sign plan based on the design guidelines in subsection (d). The city council shall make the final determination on all master sign plans, considering the purposes of this section and the design guidelines.
 - (4) Application requirements shall include a site plan of the proposed sign locations and illustrated drawings of the proposed signs and shall include:
 - a. Size, number and type of all proposed signs including the maximum height, width, area, etc.
 - b. Materials proposed for all signs and sign structures.
 - c. Color and style for all signs, including the context of where signs are to be placed on any given facade.
 - d. Type of illumination proposed (external, internal, etc.).
 - e. Landscaping and/or any ornamental structures including public art, fencing, ground cover, water features, other landscaping elements that are to be used to complement the proposed master sign plan design.
 - f. Any additional information required by the city council.
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- (d) *Design guidelines.* The design guidelines are to help ensure quality signs that communicate their message in a clear fashion. The building official and city council may interpret the design guidelines with flexibility in their application to specific signs and projects, as not all design criteria may be workable or appropriate for each sign or project. In some circumstances, one guideline may be relaxed to facilitate compliance with another guideline determined by the building official and city council to be more important in the particular case. The overall objective is to ensure that the intent of the design guideline is followed.

(1) *Compatibility with surroundings.*

- a. *Proportional size and scale.* The scale of signs should be based on the building facade on which it is placed and the area in which it is located. The size and shape of a sign should be in proportion with the scale of the structure. Large storefronts such as a "big box" will be allowed to have a proportionally larger sign than a smaller storefront. Signs should not overwhelm the section of the building facade on which it is placed.
- b. *Integrate signs with the building.* Signs should be designed so that they are integrated with the design of the building. A well designed building facade or storefront is created by the coordination of sign and architectural design, and coordinated color scheme. Signs in multi-tenant buildings should be designed to complement or enhance the other signs in the building. Sign placement and design should be reviewed within the context of the building design.
- c. *Corporate franchise signs.* Corporate franchise signage should conform to the community's visual desires while maintaining the elements of the corporate identity. Corporate logos should fit the context, color, scale and building elements.

(2) *Location and mounting.*

- a. Signs should be mounted in locations that respect the design of a building and site, including the arrangement of bays and openings. Signs should not obscure windows (including second story windows), window trim or molding, grillwork, piers, pilasters, and other ornamental features of the building.
- b. Attached signs on fascia above storefront windows should be sized to fit within existing friezes, lintels, spandrels, and other such features and not extend above, below, or beyond them. Typically, attached signs should be centered on horizontal surfaces (e.g., over a storefront openings).
- c. When a large building contains several storefronts, signs for the individual businesses should relate well to each other in terms of locations, height, proportion, color, and illumination. Maintaining continuity will reinforce the building's facade composition, while still retaining each business's identity.

(3) *Color.*

- a. *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.
- b. *Use contrasting colors.* Contrast is an important influence on the legibility of signs. A substantial contrast should be provided between the color and material or the background and the letters or symbols to make the sign easier to read in both day and night. Light letters on a dark background or dark letters on a light background are the most legible. Light letters on a dark background work best for both day and night time use.

(4) *Materials.*

- a. *Compatibility of materials.* Sign materials should be compatible with the design of the facade on which they are placed. The architectural design of the building's facade shall be considered in the selection of materials that complement the design. The selected materials should also contribute

to the legibility of the sign. Example: glossy finishes are often difficult to read because of glare and reflection.

- b. *Appropriate materials.* Sign materials should be durable. Paper or cloth signs are not suitable for exterior use, except on awnings, because they deteriorate quickly. Any wood used should be properly sealed to prevent moisture from soaking into the wood, causing deterioration of the sign and lettering.

(5) *Sign legibility.*

- a. *Name identification.* A sign with limited lines of copy and names should be used whenever possible. The amount of time a person in a vehicle traveling along a roadway has to identify and read a sign is limited. The fewer the words the more effective the sign will be. A simple sign is easier to read and looks more attractive because it is less cluttered.
- b. *Symbols and logos.* Symbols and logos can be used in place of words when appropriate. Picture images usually register more quickly in viewer's minds than a written message.
- c. *Limit the number of letter styles.* Limit the number of lettering styles to increase legibility. Generally no more than two letter types should be used on small signs and three for larger signs. Greater numbers of letter types reduce the sign's ability to communicate the message.

(6) *Sign illumination.*

- a. *Internal illumination.* Individually illuminated letters, either internally or backlit solid letters are preferred. Individual letters mounted directly on a structure can also be used, and when mounted to a distinctive element of the structure's facade as the backdrop can provide better integration of the sign with the structure. Cabinet signs using internal illumination are required to have an opaque background so that only the lettering appears to be illuminated. Neon lights as illumination are not allowed.
- b. *Projected light source.* Signs along roadways with slower traffic speeds or in pedestrian oriented environments should consider illuminating with a projected light source (spotlight). Projected lighting is generally a better alternative because the sign will have the appearance of being integrated with the building's architecture. The use of small, unobtrusive fixtures is recommended. Large or oversized fixtures can overpower and be out of scale with the sign and structure. Care should be taken to shield the light source from spilling into the sky, residential areas, and public rights-of-way or roadways. Signs should only be illuminated to the minimum level required for nighttime readability.
- c. *Electrical raceways and conduits.* Electrical transformers, junction boxes, raceways, and conduits are required to be concealed from public view. If these are not able to be mounted internally behind the finished exterior wall, all exposed portions should be finished to match the exterior wall, or integrated into the sign design. All exposed equipment should be as small/narrow as possible and should never extend beyond the area of the sign's lettering or graphics.

(7) *Monument signs for single/multiple occupancy buildings.*

- a. Individual tenant sign panels should be uniform in size and complement or enhance the other panels. The address, center name or major tenant may have a larger panel.
 - b. The sign structure should be architecturally designed and incorporate design details, materials, and colors of the buildings.
 - c. The speed of the roadway traffic viewing the sign and the distance from the roadway should be considered in the sizing of the sign.
 - d. Signs should have a landscape element included.
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- (8) *Individual store signage in multiple occupancy buildings.* Sign designs should be consistent in color, size, and complement or enhance other tenant signs in the building.
- (e) *[Application approval; denial.]* If the city council grants the application for a particular development, all signs in that development shall conform to the standards approved in that master sign plan, and the approved master sign plan shall constitute a variance from the other provisions of this chapter. If the council grants the application in part, the applicant may elect to accept such approval, and if so accepted, the master sign plan as approved by the council and accepted by the applicant shall constitute a variance from the other provisions of this chapter. If the council denies the application, or if the applicant elects not to accept the master sign plan as approved by the council, the other provisions of this chapter will govern all signs within the development.

(Ord. No. 05-2015-255, § 1(exh. A), 5-7-2015; Ord. No. 05-2022-463 , § 4, 5-5-2022)

ORDINANCE NO. 02-2025-556

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, AMENDING SECTION 102-31 "REQUIRED", SECTION 102-122 "SCHEDULE FOR PERMANENT SIGNS", AND SECTION 102-129 "MASTER SIGN PLAN" OF CHAPTER 102 "SIGNS" OF THE CROWLEY CODE OF ORDINANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has previously adopted its comprehensive sign regulations, codified as Chapter 102 "Signs" of the Crowley Code of Ordinances; and

WHEREAS, the City Council deems it necessary to amend certain provisions of Chapter 102 "Signs" of the Crowley Code of Ordinances;

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

SECTION 1.

That Section 102-31 "Required" of the Code of Ordinances of the City of Crowley, is hereby amended to read as set forth below.

Sec. 102-31. Required.

Except as provided in this chapter, no permanent sign shall be erected, placed, displayed or located without first obtaining a sign permit from the city. No sign permit shall be approved unless a completed application for a certificate of occupancy has submitted to the City of Crowley building permits office. Exception: "For Lease" and "Coming Soon," banners which shall be on a month-to-month basis.

SECTION 2.

That Section 102-122 "Schedule For Permanent Signs" of the Code of Ordinances of the City of Crowley, is hereby amended to read as set forth in the attached Exhibit "A", incorporated herein by reference.

SECTION 3.

That Section 102-129 “Master Sign Plan” is hereby amended to read as set forth in the attached Exhibit “B”, incorporated herein by reference.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for all violations involving zoning, fire safety, or public health and sanitation, including dumping or refuse, and shall be fined Five Hundred Dollars (\$500.00) for all other violations of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON THIS 6TH DAY OF FEBRUARY, 2025.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

APPROVED AS TO LEGAL FORM

Rob Allibon, City Attorney

EXHIBIT “A”

Sec. 102-122. - Schedule for permanent signs.

No permanent sign shall be erected, placed, displayed or located except in accordance with the following table:

Table 1. City Permanent Signs						
Type of Sign	Permit Required	Districts Permitted	Maximum Area	Maximum Height	Number of Signs	Requirements
Blade	Yes	OC, GC, I, CP			1 per outside wall	No less than 12 inches from the surface of the building. Must be supported by the building
Awing/canopy	Yes	Nonresidential				
Pole/pylon (ground sign)	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 300 sq. ft. max. per sign	25 feet, plus 1 foot for each feet setback from property lines to a max. of 50 feet	1 per 300 linear feet of qualified street frontage	50 feet min. qualified street frontage, must be permanently attached to ground, height may not exceed 35 feet Allowed only with approval of a master sign plan
Freestanding monument commercial	Yes	OC, GC, I, CP	150 sq. ft.	6 feet	1 per development (choice of ground, monument, roof or projecting sign)	Different regulations for monument signs in residential districts
Roof (attached)	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 200 sq. ft. max.	10 feet, above apparent flat roof or eaves line height	1 per development (choice of ground, monument, roof or projecting sign)	Shall not project horizontally over edge of roof or eaves
Projecting (attached)	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 100 sq. ft. max.	5 feet, above apparent flat roof or eaves line height	1 per development (choice of ground, monument, roof or projecting sign)	Shall not extend more than 4 feet from any wall facing
Theater marquee	Yes	OC, GC, I, CP	1 sq. ft. per linear feet of qualified street frontage, 300 sq. ft. max. per sign	10 feet, above apparent flat roof or eaves line height	1 per development	May be substituted for projecting sign

Ground for auto dealership	Yes	GC, I	1 sq. ft. per linear feet of qualified street frontage, 300 sq. ft. max. per sign	25 feet, plus 1 foot for each feet setback from property lines to a max. of 50 feet	1 per 150 linear feet of qualified street frontage	50 feet min. qualified street frontage, must be permanently attached to ground, height may not exceed ½ distance to nearest AG or residential zoning
Commercial wall (attached)	Yes	OC, GC, I, CP	15 percent of wall area	Not above apparent flat roof or eaves line height	Signage area can be composed of multiple signs	Includes any valance or permanent window signs
Canopy	Yes	OC, GC, I	15 percent of canopy fascia area	Top of parapet wall or roof eave height	Signage area can be composed of multiple signs	Includes signs suspended on the canopy supports
Residential freestanding monument	Yes	R-1, R-2, R-3, R-4, MR	50 sq. ft.	4 feet	2 matching at main entrance to subdivision	Monument signs not allowed in AG district
Multifamily wall or ground	Yes	MF, MR	50 sq. ft. total	Ground, 4 feet Wall, height of masonry screening wall	1 per street frontage	For identification purposes only, no encroachment into sight triangle
Menu board—Directional	Yes	GC, I, CP			Directional signs will be determined at site plan— (1) Menu Board	Sign placement will approved with the Site Plan Review
Residential wall (attached)	Yes	R-1, R-2, R-2, R-4, MR	2 sq. ft. each	Roof eave height	2 per occupancy	No encroachment into sight triangle, no permit required
Mural/works of art	SUP	Nonresidential				
Private traffic control	Yes	OC, GC, I, CP	2 sq. ft.	3 feet	No number specified	Vehicular or pedestrian, no logos symbols or shapes
Kiosk signs	Yes					Must meet all specifications as listed in section 102-126
Commercial flag poles	Yes	OC, GC, I, CP	Company and award flags 100 sq. ft. or less than U.S. and state flags	40 foot	1 flag of each type per site	U.S. and state flags; corporate logo flag

Flag poles in residential	No, unless electrical is needed	R-1, R-2, R-3, R-4, MF, MR	No area maximum	Not to exceed 30 feet	1 flag of each type per site	U.S. and state flags; POW; Active Military and Branch of Military; School or Team Affiliation
Reader board signs	Yes	OC, GC, I, CP			1 per street frontage	Text message only. The message rate shall not change at a rate faster than one message every 5 seconds. Any visual effects shall not compromise or interfere with vehicular traffic

EXHIBIT “B”

Sec. 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.
- (b) *Eligibility.* A master sign permit may be approved only for the following properties or developments: (i) a designated area of at least five acres in size which is developed or redeveloped as a master-planned commercial or industrial site; (ii) a planned development district of at least 50 acres in size with an amenity center or open space/park; or (iii) a commercial or industrial site desiring to use a pole/pylon sign. The master sign plan shall not be used to allow permanent off-premises signs or signs to be placed within the right-of-way.
- (c) *Master sign plan application.*
 - (1) The applicant shall develop a master sign plan for all sign elements in the development based on the sign design guidelines in subsection (d) below.
 - (2) The applicant shall pay all fees established in Appendix A, Schedule of Rates, Fees and Charges.
 - (3) The building official shall forward the complete master sign plan application to the city secretary for action, by the city council after evaluating the master sign plan based on the design guidelines in subsection (d). The city council shall make the final determination on all master sign plans, considering the purposes of this section and the design guidelines.
 - (4) Application requirements shall include a site plan of the proposed sign locations and illustrated drawings of the proposed signs and shall include:
 - a. Size, number and type of all proposed signs including the maximum height, width, area, etc.
 - b. Materials proposed for all signs and sign structures.
 - c. Color and style for all signs, including the context of where signs are to be placed on any given facade.
 - d. Type of illumination proposed (external, internal, etc.).
 - e. Landscaping and/or any ornamental structures including public art, fencing, ground cover, water features, other landscaping elements that are to be used to complement the proposed master sign plan design.
 - f. Any additional information required by the city council.
- (d) *Design guidelines.* The design guidelines are to help ensure quality signs that communicate their message in a clear fashion. The building official and city council may interpret the design guidelines with flexibility in

their application to specific signs and projects, as not all design criteria may be workable or appropriate for each sign or project. In some circumstances, one guideline may be relaxed to facilitate compliance with another guideline determined by the building official and city council to be more important in the particular case. The overall objective is to ensure that the intent of the design guideline is followed.

(1) *Compatibility with surroundings.*

- a. *Proportional size and scale.* The scale of signs should be based on the building facade on which it is placed and the area in which it is located. The size and shape of a sign should be in proportion with the scale of the structure. Large storefronts such as a "big box" will be allowed to have a proportionally larger sign than a smaller storefront. Signs should not overwhelm the section of the building facade on which it is placed.
- b. *Integrate signs with the building.* Signs should be designed so that they are integrated with the design of the building. A well designed building facade or storefront is created by the coordination of sign and architectural design, and coordinated color scheme. Signs in multi-tenant buildings should be designed to complement or enhance the other signs in the building. Sign placement and design should be reviewed within the context of the building design.
- c. *Corporate franchise signs.* Corporate franchise signage should conform to the community's visual desires while maintaining the elements of the corporate identity. Corporate logos should fit the context, color, scale and building elements.

(2) *Location and mounting.*

- a. Signs should be mounted in locations that respect the design of a building and site, including the arrangement of bays and openings. Signs should not obscure windows (including second story windows), window trim or molding, grillwork, piers, pilasters, and other ornamental features of the building.
- b. Attached signs on fascia above storefront windows should be sized to fit within existing friezes, lintels, spandrels, and other such features and not extend above, below, or beyond them. Typically, attached signs should be centered on horizontal surfaces (e.g., over a storefront openings).
- c. When a large building contains several storefronts, signs for the individual businesses should relate well to each other in terms of locations, height, proportion, color, and illumination. Maintaining continuity will reinforce the building's facade composition, while still retaining each business's identity.

(3) *Color.*

- a. *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.
- b. *Use contrasting colors.* Contrast is an important influence on the legibility of signs. A substantial contrast should be provided between the color and material or the background and the letters or symbols to make the sign easier to read in both day and night. Light letters on a dark background or dark letters on a light background are the most legible. Light letters on a dark background work best for both day and night time use.

(4) *Materials.*

- a. *Compatibility of materials.* Sign materials should be compatible with the design of the facade on which they are placed. The architectural design of the building's facade shall be considered in the selection of materials that complement the design. The selected materials should also contribute to the legibility of the sign. Example: glossy finishes are often difficult to read because of glare and reflection.

- b. *Appropriate materials.* Sign materials should be durable. Paper or cloth signs are not suitable for exterior use, except on awnings, because they deteriorate quickly. Any wood used should be properly sealed to prevent moisture from soaking into the wood, causing deterioration of the sign and lettering.
- (5) *Sign legibility.*
- a. *Name identification.* A sign with limited lines of copy and names should be used whenever possible. The amount of time a person in a vehicle traveling along a roadway has to identify and read a sign is limited. The fewer the words the more effective the sign will be. A simple sign is easier to read and looks more attractive because it is less cluttered.
 - b. *Symbols and logos.* Symbols and logos can be used in place of words when appropriate. Picture images usually register more quickly in viewer's minds than a written message.
 - c. *Limit the number of letter styles.* Limit the number of lettering styles to increase legibility. Generally no more than two letter types should be used on small signs and three for larger signs. Greater numbers of letter types reduce the sign's ability to communicate the message.
- (6) *Sign illumination.*
- a. *Internal illumination.* Individually illuminated letters, either internally or backlit solid letters are preferred. Individual letters mounted directly on a structure can also be used, and when mounted to a distinctive element of the structure's facade as the backdrop can provide better integration of the sign with the structure. Cabinet signs using internal illumination are required to have an opaque background so that only the lettering appears to be illuminated. Neon lights as illumination are not allowed.
 - b. *Projected light source.* Signs along roadways with slower traffic speeds or in pedestrian oriented environments should consider illuminating with a projected light source (spotlight). Projected lighting is generally a better alternative because the sign will have the appearance of being integrated with the building's architecture. The use of small, unobtrusive fixtures is recommended. Large or oversized fixtures can overpower and be out of scale with the sign and structure. Care should be taken to shield the light source from spilling into the sky, residential areas, and public rights-of-way or roadways. Signs should only be illuminated to the minimum level required for nighttime readability.
 - c. *Electrical raceways and conduits.* Electrical transformers, junction boxes, raceways, and conduits are required to be concealed from public view. If these are not able to be mounted internally behind the finished exterior wall, all exposed portions should be finished to match the exterior wall, or integrated into the sign design. All exposed equipment should be as small/narrow as possible and should never extend beyond the area of the sign's lettering or graphics.
- (7) *Monument signs for single/multiple occupancy buildings.*
- a. Individual tenant sign panels should be uniform in size and complement or enhance the other panels. The address, center name or major tenant may have a larger panel.
 - b. The sign structure should be architecturally designed and incorporate design details, materials, and colors of the buildings.
 - c. The speed of the roadway traffic viewing the sign and the distance from the roadway should be considered in the sizing of the sign.
 - d. Signs should have a landscape element included.
- (8) *Individual store signage in multiple occupancy buildings.* Sign designs should be consistent in color, size, and complement or enhance other tenant signs in the building.

- (e) *Application approval; denial.* If the city council grants the application for a particular development, all signs in that development shall conform to the standards approved in that master sign plan, and the approved master sign plan shall constitute a variance from the other provisions of this chapter. If the council grants the application in part, the applicant may elect to accept such approval, and if so accepted, the master sign plan as approved by the council and accepted by the applicant shall constitute a variance from the other provisions of this chapter. If the council denies the application, or if the applicant elects not to accept the master sign plan as approved by the council, the other provisions of this chapter will govern all signs within the development.



City of Crowley, Texas City Council Agenda Report

Presenter: Matt Elgin	Meeting Date: February 6, 2025
Department: Asst City Managers	Agenda Item: VI.5.
Subject: Discuss and consider adoption of Resolution R02-2025-444 a resolution approving an agreement between Karis MMD and the City of Crowley, Texas for the installation and maintenance of landscaping within the Monarch Drive and Karis Blvd right of ways and authorizing the City Manager to execute that agreement.	

Background:

The Karis MMD has requested the ability to add landscaping and irrigation systems along sections of Karis Boulevard and Monarch Drive (formerly known as Beverly). Staff along with assistance from the City Attorney have worked with members of the Nehemiah group to develop the proposed agreement which outlines the roles and responsibilities of the Karis MMD and the City. The KMMD board has met and agreed to the terms of the agreement.

If approved the KMMD will fund and oversee the installation of landscaping and irrigation systems within City right of way creating a tree lined streetscape along the two main entrance and exit points of the current Karis development. The landscaping, trees, and irrigation equipment will become property of the City, but will continue to be maintained by the KMMD per the terms of the agreement.

Staff is actively working with the Nehemiah design team to ensure that future sidewalks and other thoroughfare improvements will not be impacted by the placement of the trees within the ROW.

Recommendation:

Staff recommends approval of the agreement with the conditions that Karis MMD provides future sidewalk illustrations, artwork locations, and updated planting schedule.

Financial Information:

The water used by the irrigation system will be paid for by the City. It is possible that this could be funded or reimbursed by the TIRZ.

Attachments:

1. Resolution R02-2025-444 for Karis MMD Landscape Agreement
2. Crowley Dev Agreement - Karis Streetscape MMD - revised 1.22.25
3. 2025-01-22 - Karis Streetcape Design
4. Karis Streetscape Irrigation Design
5. C2U minor and C2U DT

RESOLUTION NO. R02-2025-444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS APPROVING AN AGREEMENT BETWEEN THE CITY OF CROWLEY AND KARIS MUNICIPAL MANAGEMENT DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING WITHIN THE MONARCH AVENUE AND KARIS BOULEVARD RIGHT-OF-WAYS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the District has requested the City to permit the planting and irrigation of street trees within the City Right-of-Way ("Project") along Monarch Avenue and Karis Boulevard; and

WHEREAS, the City heretofore have approved the Project as detailed in the Developer's Agreement for the Karis Addition-Landscape and Irrigation System Improvements ("Agreement") attached as Exhibit "A"; and

WHEREAS, the City Council desires to approve the Agreement and to authorize the Mayor to execute the Agreement.

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

SECTION 1.

The Developer's Agreement for the Karis Addition-Landscape and Irrigation System Improvements for Monarch Avenue and Karis Boulevard, attached hereto, is hereby approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

SECTION 2.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 6th DAY OF FEBRUARY 2025

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

**CITY OF CROWLEY DEVELOPER'S
AGREEMENT FOR THE
KARIS ADDITION – LANDSCAPE AND
IRRIGATION SYSTEM IMPROVEMENTS
(Monarch Street and Karis Boulevard)**

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE KARIS ADDITION (the "Agreement") is entered into on the _____ day of _____, 2024, between the City of Crowley, Texas, hereinafter referred to as the "CITY", and Karis Municipal Management District hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT has requested the CITY to permit the planting and irrigation of street trees with in the City Right of way along Monarch Boulevard and Karis Blvd. (the "Project") and shown on Landscape Plan shown herein as Exhibit "A" (the "Plans"); and

WHEREAS, the CITY approves the landscape and irrigation plan for the Project as provided herein; and

WHEREAS, the District shall be responsible for ~~all upkeep the maintenance of the Project areas, including~~ weeding, ~~litter abatement, maintenance~~, tree trimming, irrigation system maintenance and repairs, and replacement of dead trees/landscaping; ~~in the Project area as provided herein;~~ and

WHEREAS, this Agreement shall be binding upon the DISTRICT and its representatives, officers, agents, employees, successors and assigns.

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

A. ADDITION PLANNING

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

B. PROJECT IMPROVEMENTS

All Project improvements, including trees and irrigation and all other required improvements, as reflected on the Plans shall be provided by the DISTRICT at no cost to the CITY, with the exception of the water needed to support the landscaping, 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 DISTRICT shall employ a Landscape Architect- licensed to practice in the State of Texas for the design and preparation of Plans for the construction of the- Project improvements. The DISTRICT shall assume all responsibility for the adequacy and accuracy of the design, and Plans. Engineering studies, plan/profile sheets, and other construction documents, prepared by the licensed Landscape Architect shall be provided by the DISTRICT to the CITY prior to commencement of installation of the Project. 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 -Project 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 DISTRICT, 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 -Project improvements as required by this Agreement and the General Development Ordinance, the DISTRICT shall deliver to the CITY the following as- built construction plans for the- Project 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;

C. CONSTRUCTION BONDS AND INSURANCE

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

1. PERFORMANCE BOND

A good and sufficient. Performance bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DISTRICT and the prime contractor for the construction of Project 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~~one years of the pre-construction

conference (“construction start date”).

2. PAYMENT BOND

A good and sufficient payment bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DISTRICT and the prime contractor for the construction of Project 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 Project improvements, the DISTRICT shall provide the CITY with a maintenance bond as follows:~~

~~3. MAINTENANCE BOND~~

~~A good and sufficient maintenance bond(s) in an amount equal to one hundred percent (100%) of the total cost of the Project improvements (and any private improvements constructed in lieu thereof), guaranteeing the maintenance in good condition of the Project improvements from and after the date that a letter of acceptance is issued by the CITY indicating that the Project improvements have been completed by the DISTRICT.~~

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

~~DISTRICT, or DISTRICT's contractors, must maintain insurance relating to the construction of the Project improvements pursuant to this Agreement meeting the requirements of the CITY, including workers' compensation, general liability, and comprehensive automobile/truck liability insurance, and such insurance shall name the CITY as an additional insured.~~

D. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply 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 services is subject to the CITY's water system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water services, provided, however, that the CITY will use its best efforts to insure that said water supply capacity is available. To the extent Water is available, the City will provide adequate water to support the Project at its sole expense . If the City is unable to provide the required irrigation, the DISTRICT will be released from its obligations under the Bonds and not responsible for the loss of landscaping due to lack of water.

E. FEES

1. IMPACT FEES

If the Project improvements are served by one or more water meters, those main line taps will require an impact fee to be paid by the DISTRICT to both the City of Crowley and the City of Fort Worth.

2. PUBLIC UTILITIES

Other than the irrigation water addressed in Section D. above, there will be no other public utilities required for the Project as the controllers will be solar. The DISTRICT ~~Distriet~~ will be responsible for any utilities (other than the water) needed to operate or maintain the Project.

F. GENERAL CONDITIONS

1. CONSTRUCTION TIME

Work performed under this Agreement shall be commenced within six (6) months from the date hereof. In the event the work is not completed within one (1) year from commencement of construction, the CITY may, at its election, draw on the performance bond, or other security provided by DISTRICT and complete such work at DISTRICT's expense, provided however, that if the construction under this Agreement shall have started within the such ONE (1) 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 DISTRICT agrees to comply with all federal, state and local laws that are applicable to the Project.

3. EROSION CONTROL

During construction of the Project, the DISTRICT agrees to keep the streets free from soil build-up. The DISTRICT agrees to use soil control measures such as silt screening, hydro mulch, etc., to prevent soil erosion. It will be the DISTRICT'S responsibility to present to the City engineer a soil control development plan that will be implemented for the Project. 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 DISTRICT, the DISTRICT will have forty-eight (48) hours to clear the soil from the streets or affected areas. If the DISTRICT 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 DISTRICT'S expense. All expenses must be paid to the CITY prior to acceptance of the Project.

4. VENUE

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

5. ASSIGNMENT

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

G. ACCEPTANCE OF THE PROJECT

The CITY will not issue a letter of acceptance for the Project until the landscaping and irrigation associated with the Project scope as defined by this agreement are completely constructed (Final Completion) to the satisfaction of the City-CITY engineer or his agent. However, upon substantial completion, a "punch list" of outstanding items shall be presented to the DISTRICT'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Project.

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

H. NON-WAIVER

The DISTRICT expressly acknowledges that by entering into this Agreement, the DISTRICT, 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.

I. HOLD HARMLESS AGREEMENT

THE DISTRICT 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

DISTRICT, ITS 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 DISTRICT'S ENGINEER, ITS 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, TO THE EXTENT PERMITTED BY LAW, THE DISTRICT SHALL, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) 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 DISTRICT'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, EXCEPT FOR ANY LOSSES, DAMAGES, LIABILITIES, AND EXPENSES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS OFFICERS, AGENTS SERVANTS OR EMPLOYEES. WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DISTRICT 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.

TO THE EXTENT PERMITTED BY LAW, THE DISTRICT, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF THE PROJECT OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DISTRICT RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, EXCEPT FOR ANY LOSSES, DAMAGES, LIABILITIES, AND EXPENSES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS OFFICERS, AGENTS SERVANTS OR EMPLOYEES.

J. AMENDMENTS

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

K. 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.

L. DEFAULT

1. If DISTRICT has not commenced construction within SIX (6) MONTHS after the execution of this Agreement or completed construction within one (1) year from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to **Section F.1.** hereof.

2. If DISTRICT should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the DISTRICT involving bankruptcy, insolvency, reorganization, liquidation or dissolution of the DISTRICT 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 DISTRICT notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured. Notice shall be sent to the DISTRICT at the address listed in the signature line below. If DISTRICT 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 DISTRICT, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against DISTRICT's property; further, City shall be authorized to levy an assessment against DISTRICT's property for Project improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

M. OTHER CONDITIONS

1. DISTRICT shall be responsible for the maintenance of the Project areas, including weeding, tree trimming, irrigation system maintenance and repairs, and replacement of dead trees/landscaping and upkeep of any artwork shown on plans.
The District shall be responsible, at it's sole cost and expense, for all upkeep, maintenance

~~and repairs for the Project, including but not limited to weeding and litter abatement, irrigation system maintenance and repairs, tree trimming and replacement of dead trees.~~

2. The DISTRICT shall pay inspection fees, to the City of Crowley, to inspect the Project improvements as shown on **Exhibit “B”** attached hereto.

3. The DISTRICT shall be responsible for obtaining any approvals, permits or permission from the Texas Department of Transportation (TxDOT) for use of any portion of TxDOT right-of-way in the Project area (FM 731 – Crowley Road).

4. The DISTRICT shall be responsible for obtaining any approvals, permits or permission from the Burlington Northern Santa Fe (BNSF) railroad for the use of any portion of BNSF right-of-way in the project area.

54. The DISTRICT agrees not to proceed with the planting of street trees, landscaping, and irrigation and artwork along either side of Karis Boulevard within— 800— feet to the west of the intersection of FM 731 (Crowley Road) until an exact alignment of the ultimate right-of-way width and turn lanes for the west side of such intersection is determined and agreed upon in writing between the DISTRICT and the CITY. This is to avoid the planting of such landscaping improvements only to have to remove them later for the right-of-way/turn lane expansion.

If additional right-of-way is required for the landscape improvements in this area of the Project, the DISTRICT shall be responsible for obtaining the additional right-of-way or the costs of the CITY in acquiring the additional right-of-way if necessary.

The DISTRICT may begin construction of the remainder of the Project immediately upon approval of this Agreement by the parties, approval of the plans by the City, and upon the pre-construction conference as otherwise required herein.

(Execution Pages Follow)

By: _____
Billy Davis, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

§§§

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

(SEAL)

Notary Public in and for the
State of Texas

EXHIBIT "A"
PROJECT LANDSCAPE AND IRRIGATION PLAN

Installation of trees ~~and~~ -irrigation and artwork per the ~~landscaping and irrigation plan attached construction documents and specifications for Project landscaping and irrigation attached~~ to this Agreement.

[Attach ~~Plan~~ construction documents and specifications for Project landscaping and irrigation]

[Note: City staff shall be authorized to make minor changes/variances of up to ten percent (10%) in scope to the Project construction plans and specifications.]

EXHIBIT "B"
DESCRIPTION OF INSPECTION FEE COSTS

The Inspection Fees for the Project Improvements are as follows:

The 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 Installation of trees and Irrigations system)

\$250.00 per hour

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

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

Issue for Permit :

KARIS Streetscape

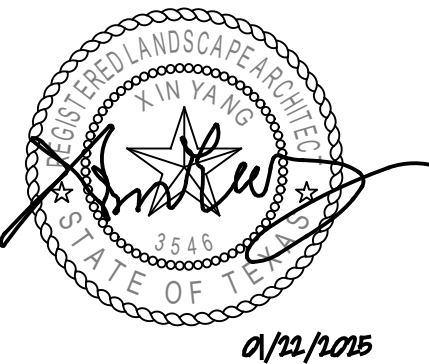
Crowley, Texas

Landprint.

Landscape Architecture & Urban Design

8624 Ferguson Road, #570755
Dallas, Texas 75228
469.987.3100

www.landprint.la



Project

Karis Streetscape

Crowley, Texas

THE NEHEMIAH COMPANY

Project Number	TNCn002
Drawn By	CC, XY
Checked By	CC, XY
Issue Date	07-26-2023

Revisions		
.01 -	REVISION 1	07-26-2023
.02 -	Issue for Permit	07-16-2024
.03 -	REVISION 2	09-06-2024
.04 -	REVISION 3	01-22-2025

Project Team

Client:
The Nehemiah Company

Contact: Kyle Dossey
2201 E Lamar Blvd, Suite 115
Arlington, TX 76006
TEL: 540.845.2111

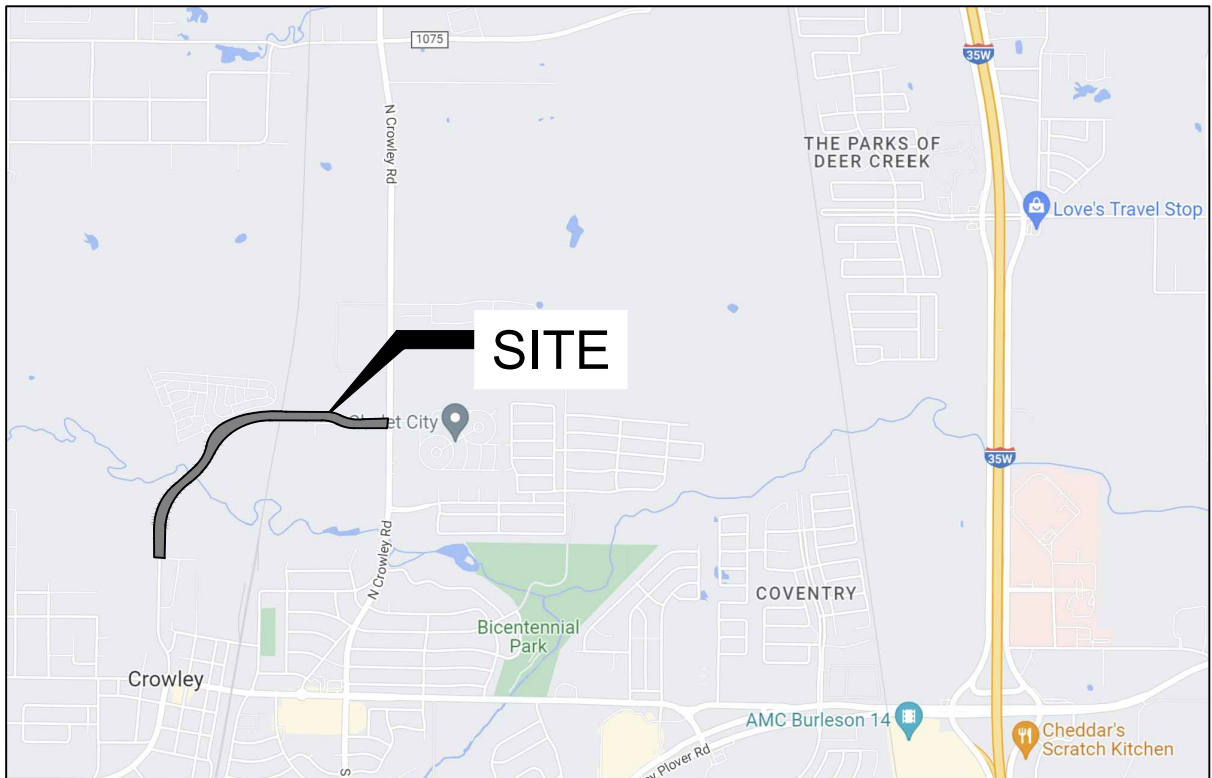
Landscape Architect:
Landprint, LLC

Contact: Xin Yang
7822 Mason Dell Drive
Dallas, TX 75230
TEL: 979.739.9518

Civil Engineer:
Graham Associates Inc.

Contact: Chris Connors
600 Six Flag Drive, Suite 500
Arlington, TX 76011
TEL: 817.640.8535

Vicinity Map



Sheet Index

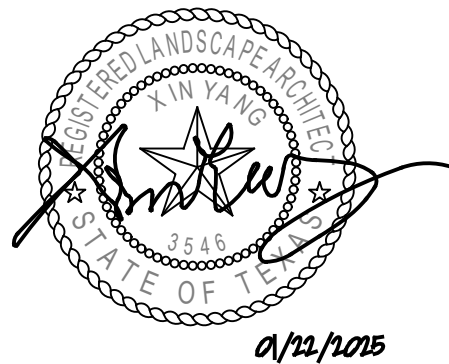
SHEET #	SHEET TITLE
L0.0.01	Cover Sheet
L0.0.02	General Notes & Legend
L0.0.03	Key Map
L3.1.01	Sitework Plan, Detail and Material Schedule
L4.0.01	Planting Schedule
L4.1.01	Planting Plan
L4.1.02	Planting Plan
L4.1.03	Planting Plan
L4.1.04	Planting Plan
L4.1.05	Planting Plan
L4.1.06	Planting Plan
L4.2.01	Planting Details

Sheet Title

Cover Sheet

Sheet Number

L0.0.01



Project

Karis Streetscape

Crowley, Texas

THE NEHEMIAH COMPANY

Project Number TNCn002

Drawn By CC, XY

Checked By CC, XY

Issue Date 07-26-2023

Revisions

01 -	REVISION 1	07-26-2023
02 -	Issue for Permit	07-16-2024
03 -	REVISION 2	09-06-2024
04 -	REVISION 3	01-22-2025

Sheet Title

General Notes & Legends

Sheet Number

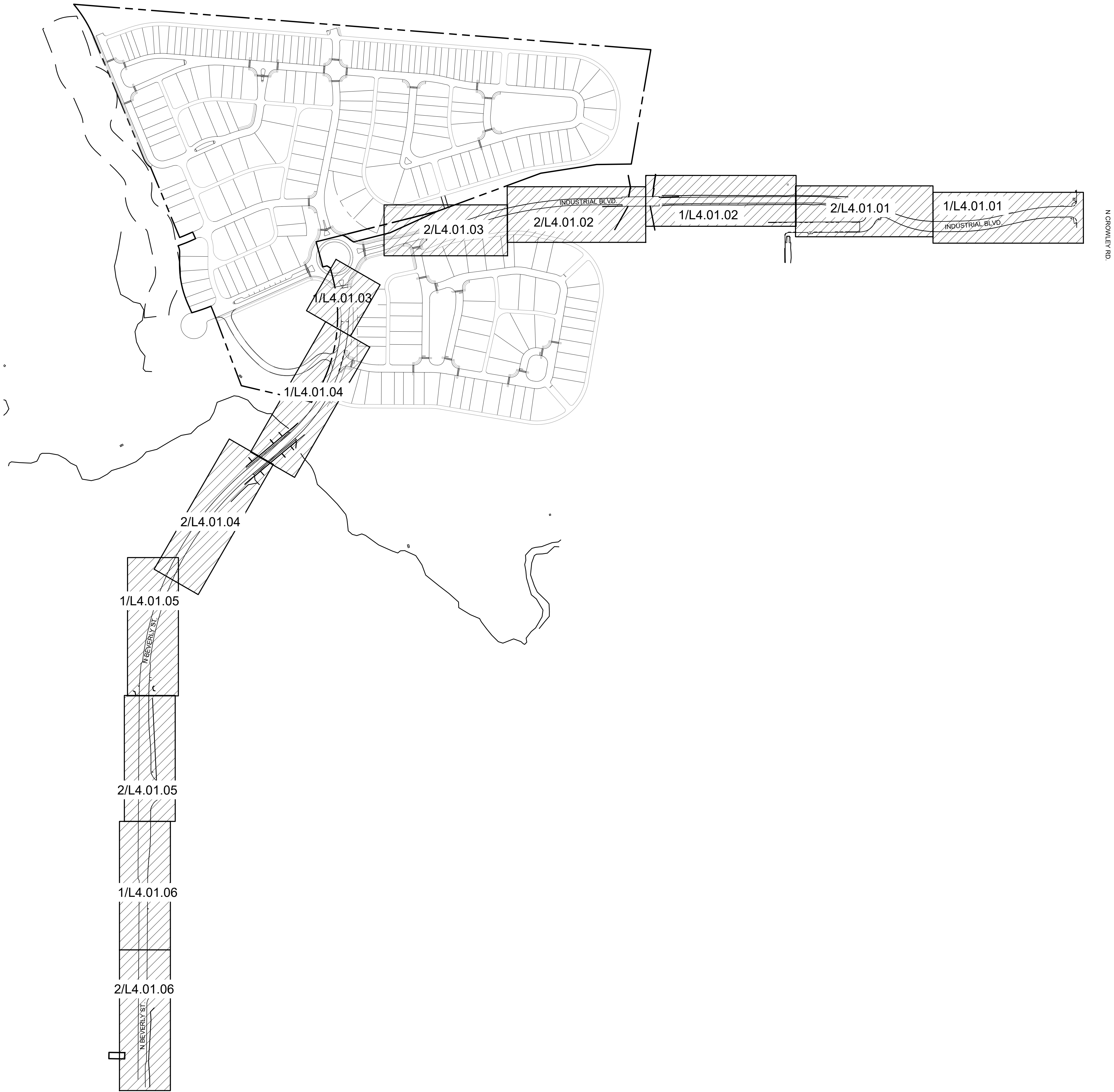
L0.0.02

General Notes

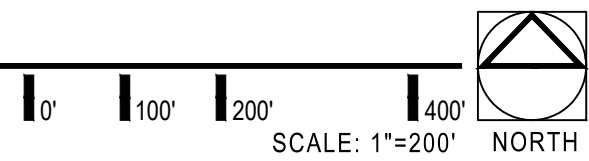
- LOCATE AND VERIFY THE CONDITION OF EXISTING UTILITIES PRIOR TO EXCAVATION. TAKE RESPONSIBILITY OF CONTACTING LINE LOCATION SERVICES AND ANY COST INCURRED FOR BODILY INJURY AND / OR DAMAGE OF OWNER'S PROPERTY OR SAID UTILITIES.
- THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCIES DISCOVERED BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGES IF WORK PROCEEDS WITHOUT THIS NOTIFICATION.
- ALL PROPOSED AND FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND/OR CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
- CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDSCAPE ARCHITECT ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTORS ARE TO BID THEIR OWN VERIFIED QUANTITIES. NOTIFY LANDSCAPE ARCHITECT AT ANY DISCREPANCIES.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL EXISTING IMPROVEMENTS BOTH ON SITE AND ADJACENT TO THE WORK SITE AND SHALL REPAIR ANY DAMAGE TO THESE IMPROVEMENTS TO THE SATISFACTION OF THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF MAINTAINING A SAFE WORK SITE INCLUDING BUT, NOT LIMITED TO PROVIDING FOR TRAFFIC CONTROL, INSTALLATION AND PLACEMENT OF FENCING AND BARRICADES, EXCAVATION AND TRENCH PROTECTION, AND COMPLIANCE WITH ALL FEDERAL AND LOCAL REGULATIONS AND CODES. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. PRIOR TO CONSTRUCTION, ALL PERMITS AND APPROVALS REQUIRED FOR CONSTRUCTION OF THE PROJECT SHALL BE PAID FOR AND OBTAINED BY THE CONTRACTOR.
- COORDINATE WORK WITH SUBCONTRACTORS TO ACCOMPLISH THE SCOPE OF WORK AS SHOWN AND NOTED IN THE CONTRACT DOCUMENTS AS WELL AS, COORDINATE CONSTRUCTION WITH OTHER CONTRACTORS WORKING ON THE SITE.
- UNLESS SPECIFIED OTHERWISE, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND PAYING ALL TEMPORARY UTILITIES AND SERVICES NECESSARY TO COMPLETELY INSTALL ALL WORK AS SHOWN AND NOTED IN THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN FIELD FOR REVIEW BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION RESULTING FROM INCORRECT LAYOUT.
- ANY ALTERNATES AND OR SUBSTITUTIONS PROPOSED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL. CHANGES TO THE SCOPE OF WORK AND / OR CONTRACT DOCUMENTS RESULTING FROM THE ACCEPTANCE OF THE CONTRACTOR'S ALTERNATES AND / OR SUBSTITUTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL COORDINATE THE STORING OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK AND ACCESS WITH THE OWNER. UNDER NO CIRCUMSTANCES SHALL ANY CONTRACTOR STORE MATERIALS, PARK VEHICLES OR EQUIPMENT UNDER THE CANOPY OF EXISTING TREES.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LEGAL OFF-SITE DISPOSAL OF SURPLUS MATERIAL AND DEBRIS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SERVICING TEMPORARY TOILET FACILITIES.
- UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL APPROVAL, THE CONTRACTOR SHALL THOROUGHLY CLEAN THE PROJECT SITE OF ALL TRASH, REPAIR ALL DAMAGE TO FINISH GRADE, INCLUDING TAILINGS FROM EXCAVATIONS, WHEEL RUTS AND ANY SETTLING OR EROSION THAT HAS OCCURED PRIOR TO COMPLETION. ALL AREAS OF THE PROJECT SITE SHALL BE LEFT IN A NEAT AND PRESENTABLE CONDITION SATISFACTORY TO THE OWNER PRIOR TO SUBMITTAL OF THE FINAL PAYMENT.

Symbol Legend

P.A.	PLANTING AREA
TYP	TYPICAL
CL	CENTER LINE
CJ	CONTROL JOIN
EJ	EXPANSION JOIN
EQ	EQUAL
POB	POINT OF BEGINNING
SIML	SIMILAR
ALIGN	ALIGN
	MATCHLINE
	PROPERTY LINE
	LIMIT OF CONSTRUCTION
	CENTER LINE
	STEEL EDGING
	SHOVEL EDGING
	EXISTING TREE
	MATERIAL REFERENCE
	DETAILS REFERENCE
	NOTES REFERENCE
	ELEVATION REFERENCE
	SECTION REFERENCE
	ENLARGEMENT REFERENCE



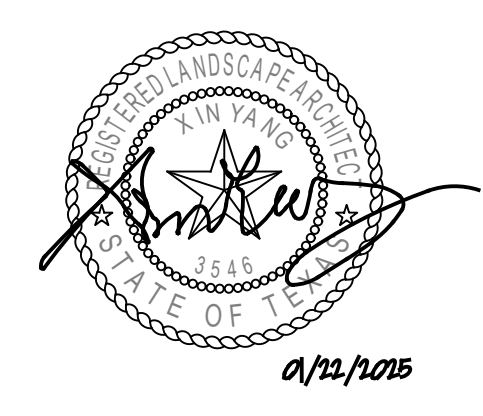
1 Keymap
PLAN



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Project

Karis Streetscape

Crowley, Texas

THE NEHEMIAH COMPANY

Project Number	TNCn002
Drawn By	CC, XY
Checked By	CC, XY
Issue Date	07-26-2023

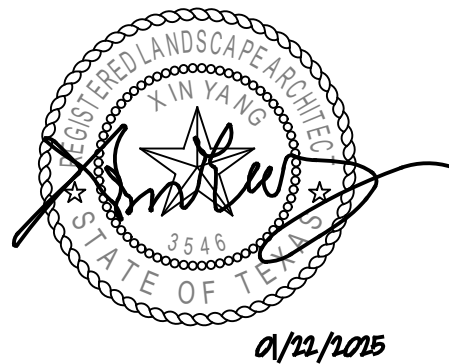
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.02 -	Issue for Permit	07-16-2024
.03 -	REVISION 2	09-06-2024
.04 -	REVISION 3	01-22-2025

Sheet Title

Keymap

Sheet Number

L0.0.03



Project
Karis Streetscape

Crowley, Texas
THE NEHEMIAH COMPANY

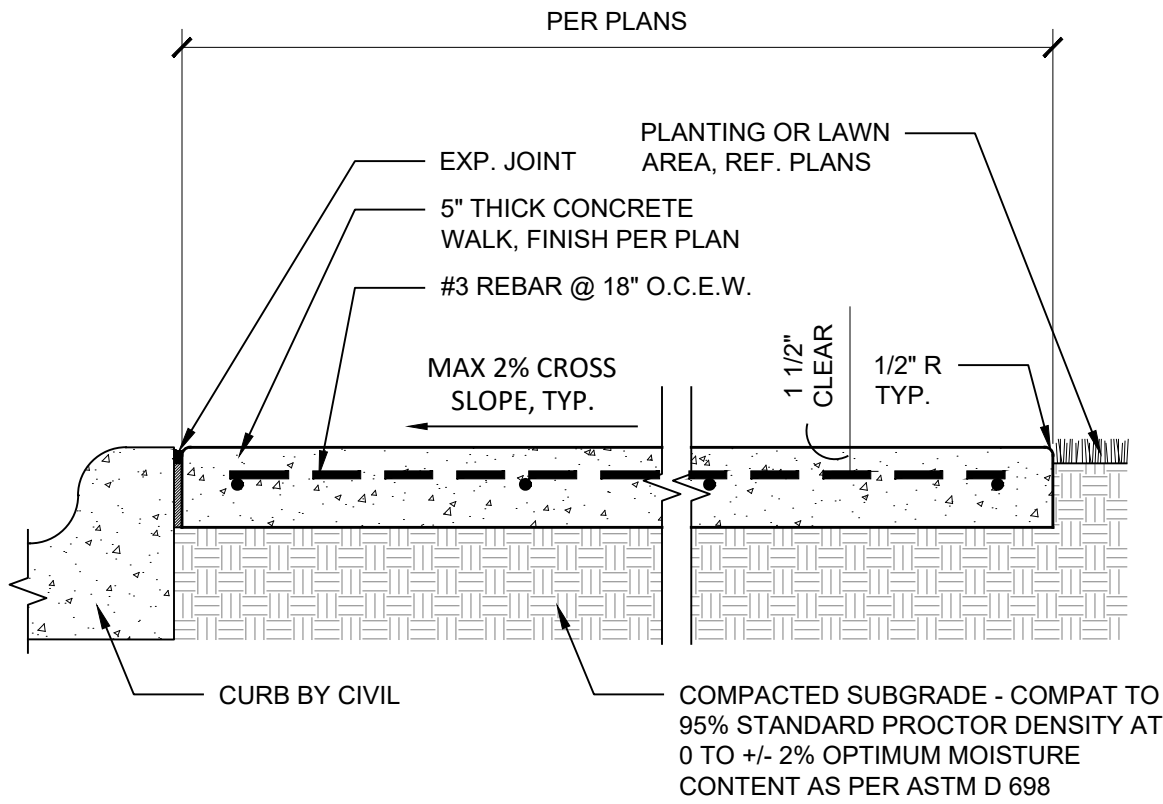
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Drawn By	CC, XY
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Issue Date	07-26-2023

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01 -	REVISION 1	07-26-2023
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04 -	REVISION 3	01-22-2025

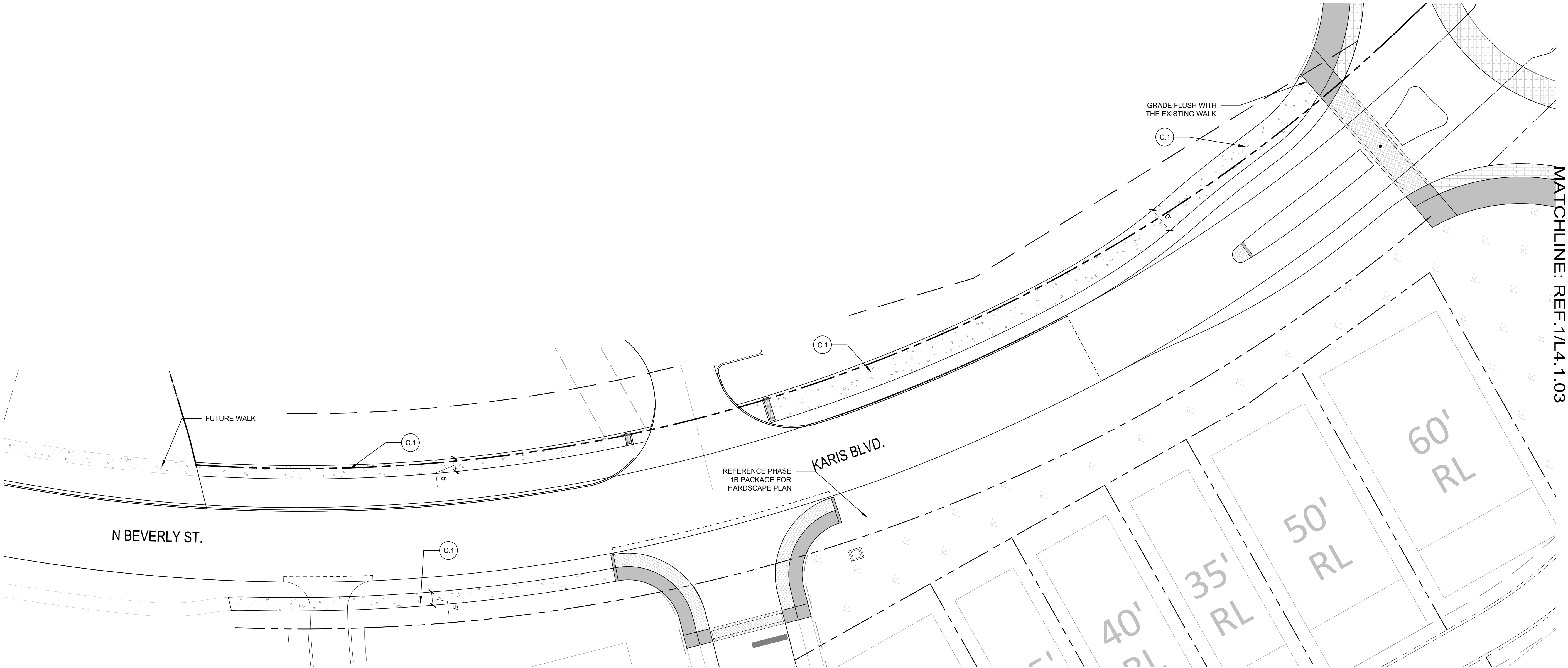
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Sitework Plan,
detail and
Material
Schedule

Sheet Number
L3.1.01

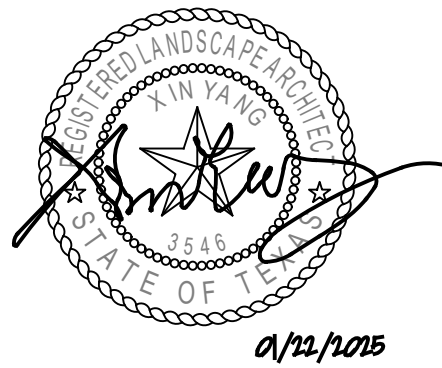
Hardscape Material Schedule					
KEY	DESCRIPTION/MODEL #	COLOR	FINISH	CONTACT	REMARK
CONCRETE					
C.1	STANDARD GREY CONCRETE	GREY	MEDIUM BROOM	CONTRACOR'S CHOICE	CONTRACTOR TO PROVIDE 5'X5' MOCK-UP FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO CONSTRUCTION. SAW CUT JOINTS ONLY. REF. PLANS FOR LAYOUT



1 SIDEWLAK
SECTION
0" 6" 1' 2'
SCALE: 1"=1'-0" NORTH



1 Sitework
PLAN
0" 10' 20' 40'
SCALE: 1"=20' NORTH



Project

Karis Streetscape

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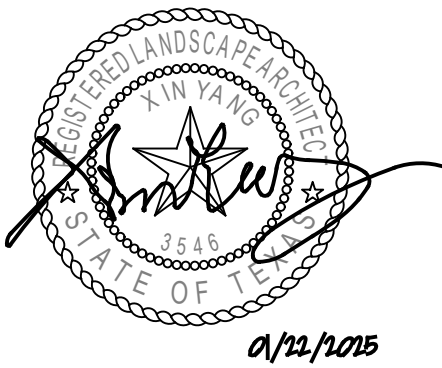
Planting
Schedule

Sheet Number

L4.0.01

03

Planting Schedule					
KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARK
SHADE TREES					
QM	BUR OAK	QUERCUS MACROCORPA	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
QV	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
AG	BIGTOOTH MAPLE	ACER GRANDIDENTATUM	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
QS	SHUMARD RED OAK	QUERCUS SHUMARDII	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
UA	ALLEE LACEBARK EM	ULMUS PARVIFOLIA 'EMER II'	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
UC	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
UP	LACEBARK EM	ULMUS PARVIFOLIA	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
FT	TEXAS ASH	FRAXINUS TEXENSIS	3" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
ORNAMENTAL TREES					
ID	POSSUMHAW HOLLY	ILEX DECIDUA	30 GALLON	PER PLAN	CONTAINER GROWN, MATCHED, WELL BRANCHED, MULTI-TRUNK
LI	GRAPE MYRTLE' NATCHEZ'	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'	30 GALLON	PER PLAN	CONTAINER GROWN, MATCHED, WELL BRANCHED, MULTI-TRUNK
RI	PRAIRIE FLAMELEAF SUMAC	RHUS IANCEOLATA	30 GALLON	PER PLAN	CONTAINER GROWN, MATCHED, WELL BRANCHED, MULTI-TRUNK
PR	MEXICAN PLUM	PRUNUS MEXICANA	30 GALLON	PER PLAN	CONTAINER GROWN, MATCHED, WELL BRANCHED, MULTI-TRUNK
CL	DESERT WILLOW	CHILOPSIS LINEARIS	30 GALLON	PER PLAN	CONTAINER GROWN, MATCHED, WELL BRANCHED, MULTI-TRUNK
VA	VITEX	VITEX AGNUS-CASTUS	30 GALLON	PER PLAN	CONTAINER GROWN, MATCHED, WELL BRANCHED, MULTI-TRUNK
SHRUBS, ORNAMENTAL GRASS, AND VINE					
HP	RED YUCCA	HESPERALOE PARVIFLORA	5 GAL.; FULL	36" O.C.	CONTAINER GROWN, MATCHED, WELL ROOTED, PLANT AS SHOWN, 9" SOIL MIX
BG	BLONDE AMBITION BLUE GRAMA	BOUTELOUS GRACILIS 'BLONDE AMBITION'	3 GAL.; FULL	24" O.C	CONTAINER GROWN, MATCHED, WELL ROOTED, PLANT AS SHOWN, 9" SOIL MIX
PERENNIALS, GROUND COVERS, AND ANNUAL					
LA	NEW GOLD LANTANA	LANTANA X 'NEW GOLD'	1 GAL.; FULL	24" O.C	CONTAINER GROWN, MATCHED, WELL ROOTED, TRIANG. SPACING, 4" SOIL MIX
TURF GRASS AND SEED MIXES					
SEED	COMMON BERMUDA	CYNODON DACTYLON	HYDROSEED	NA	



Project

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Revisions

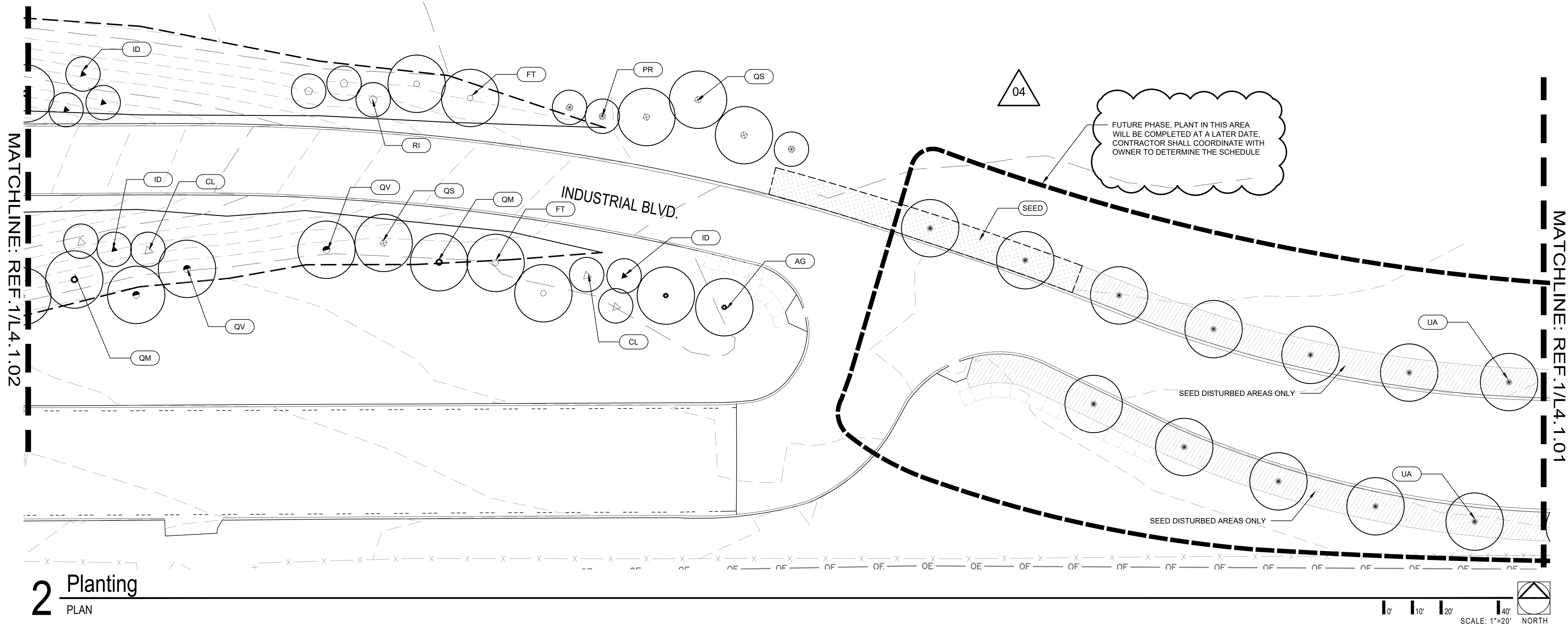
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04 -	REVISION 3	01-22-2025

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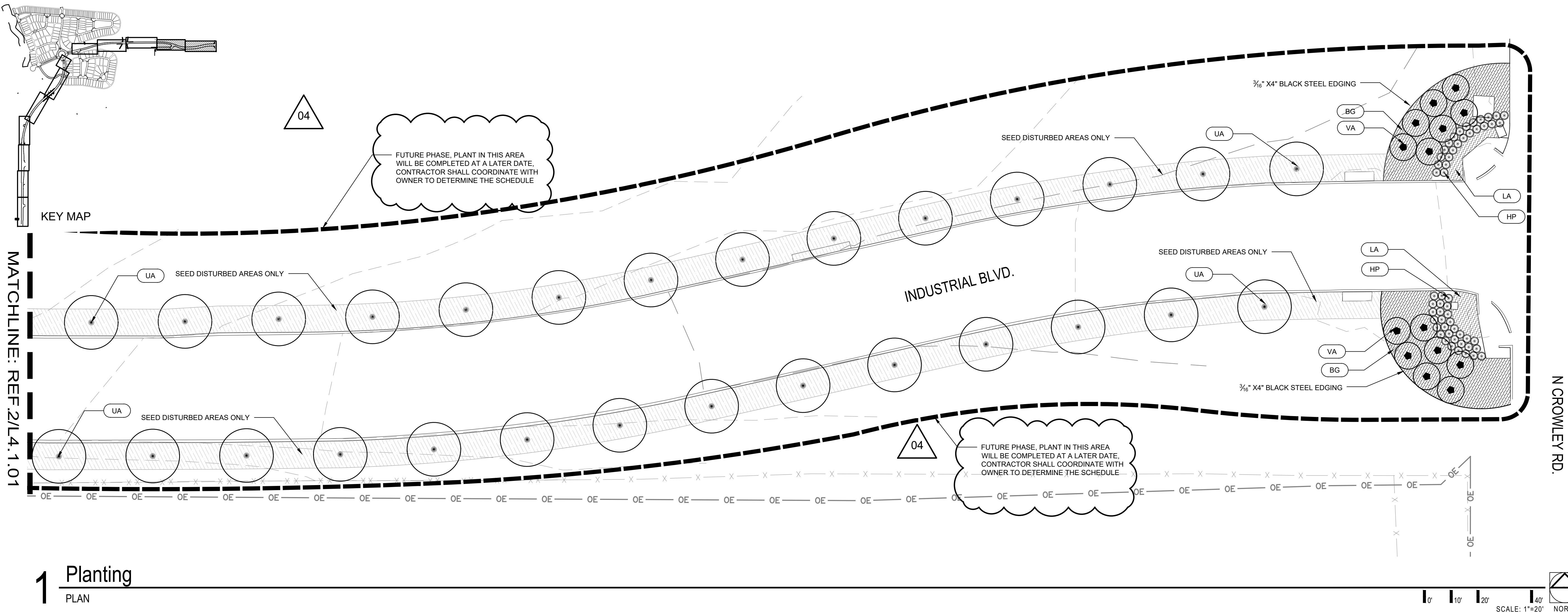
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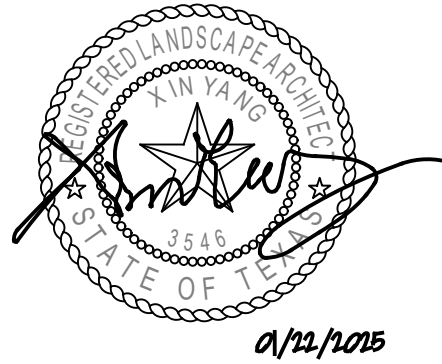
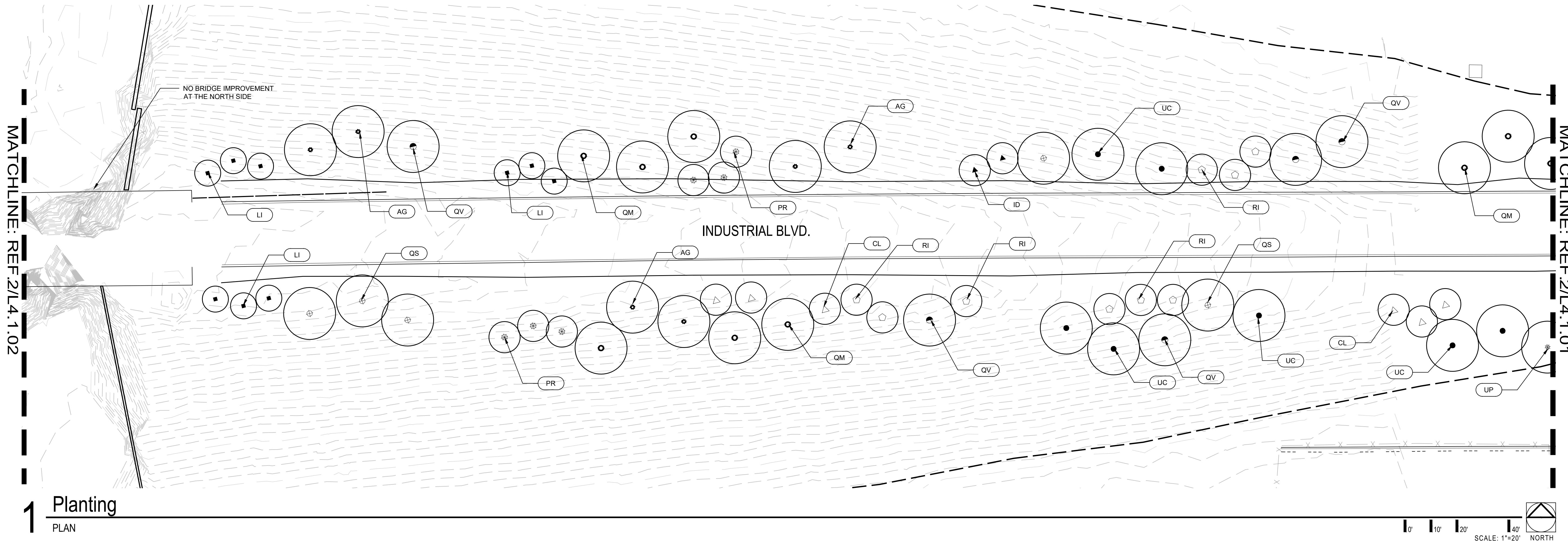
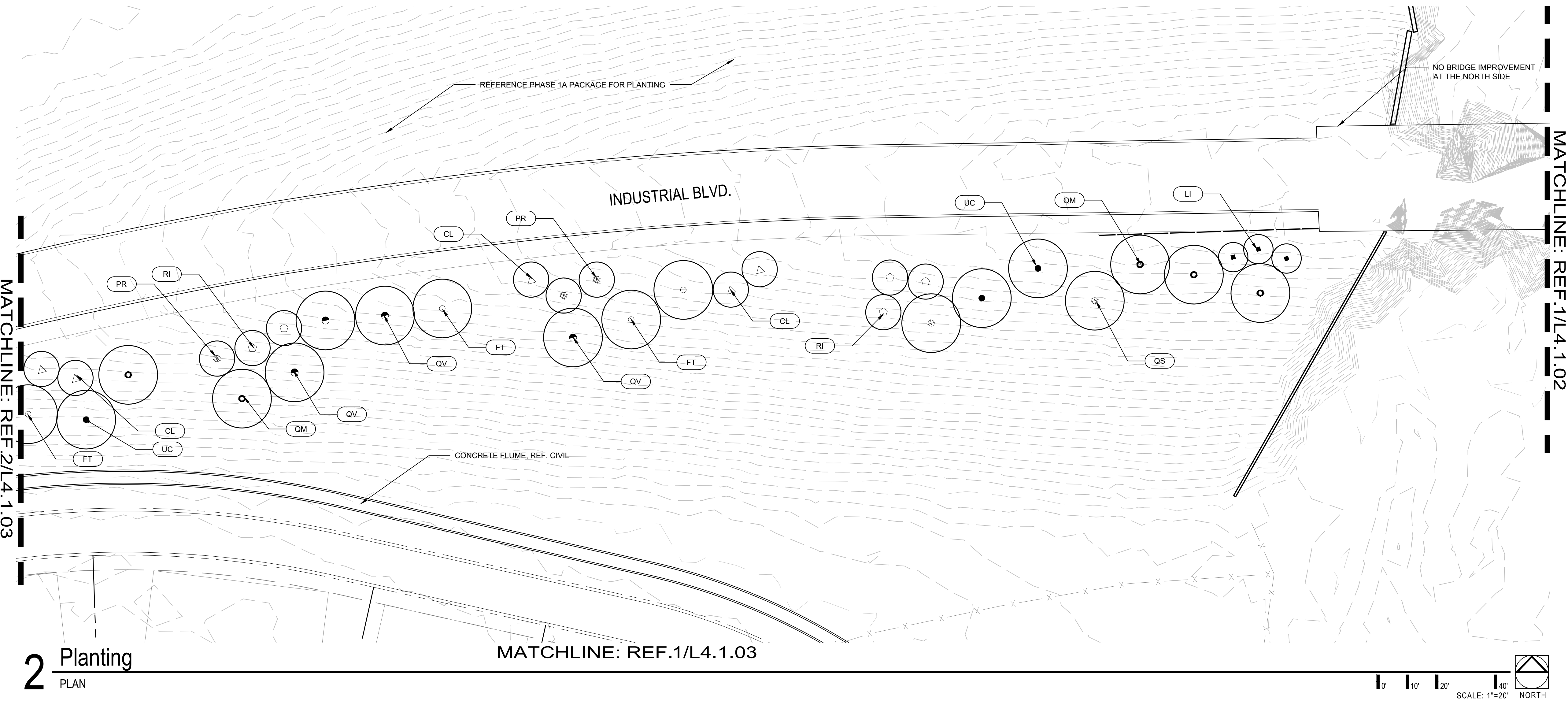
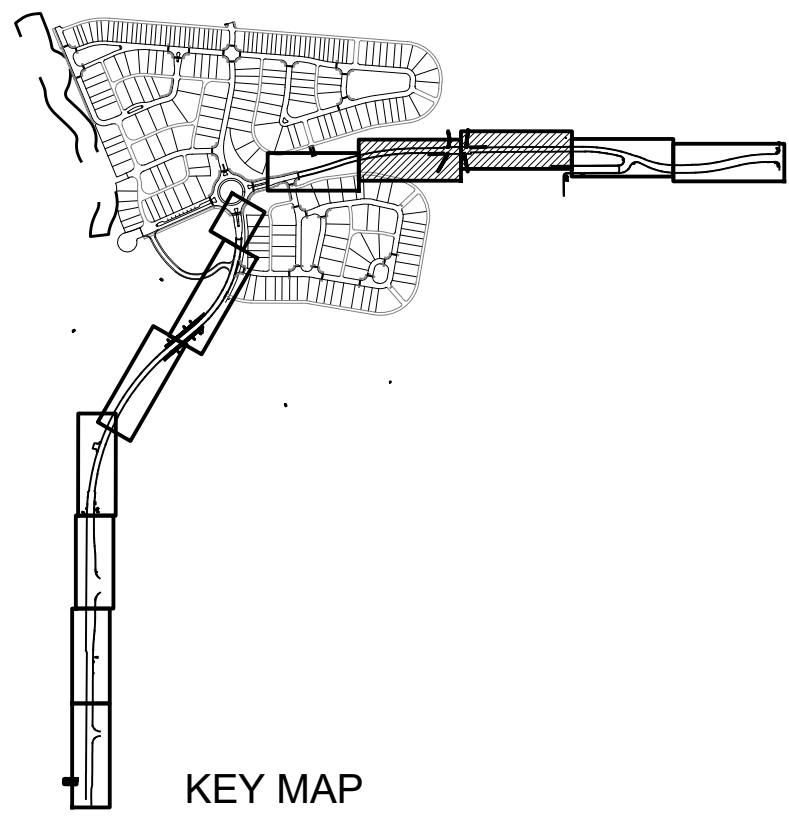
L4.1.01



2 Planting
PLAN



1 Planting
PLAN



Project

Karis Streetscape

Crowley, Texas

THE NEHEMIAH COMPANY

Project Number TNCn002

Drawn By CC, XY

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Revisions

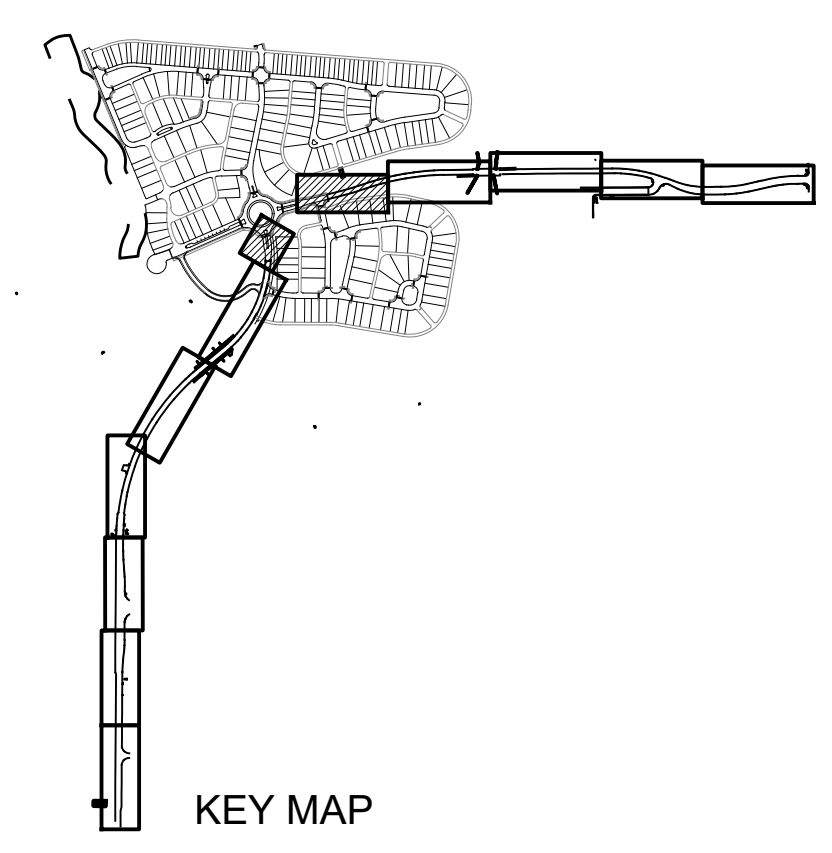
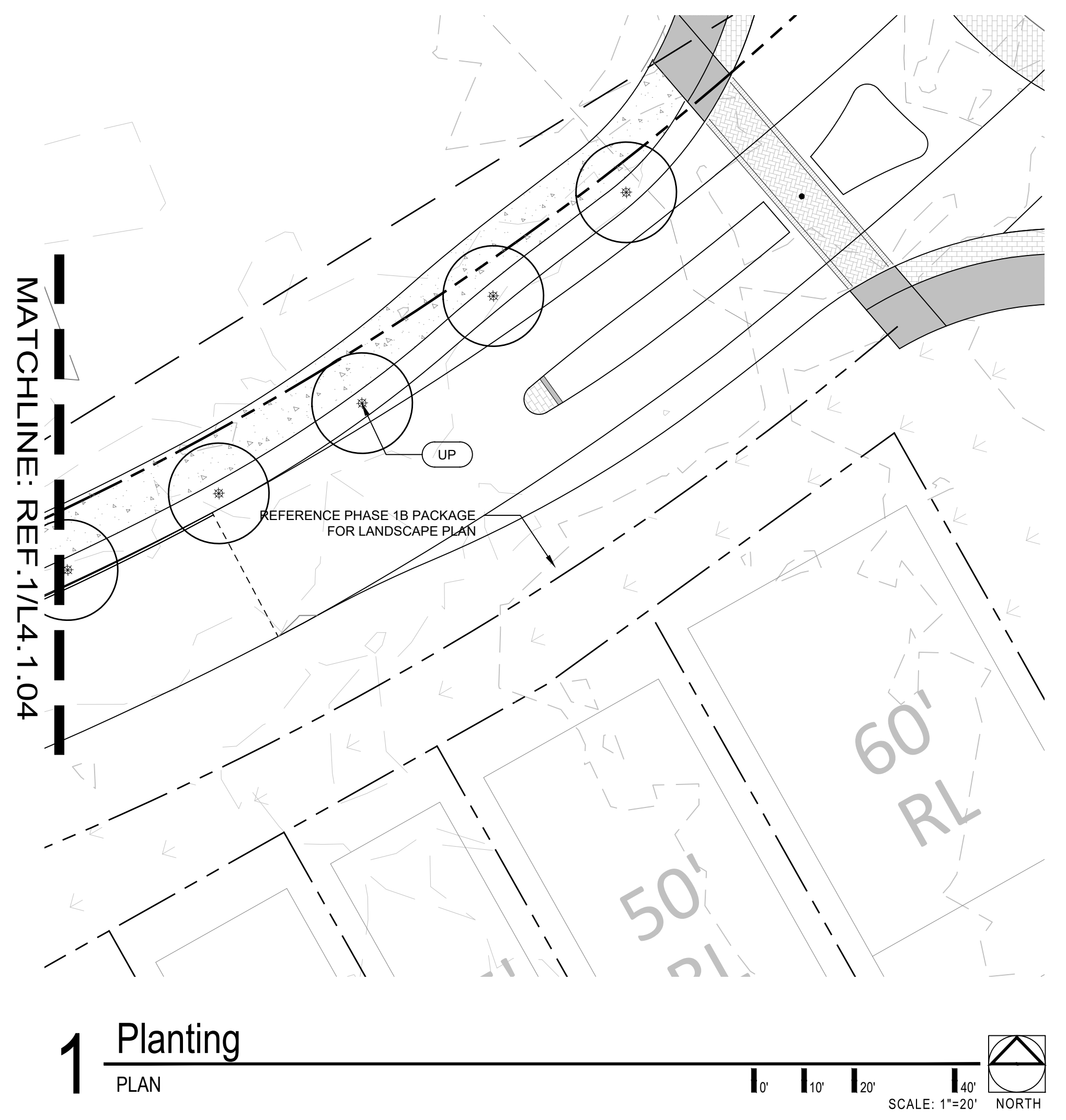
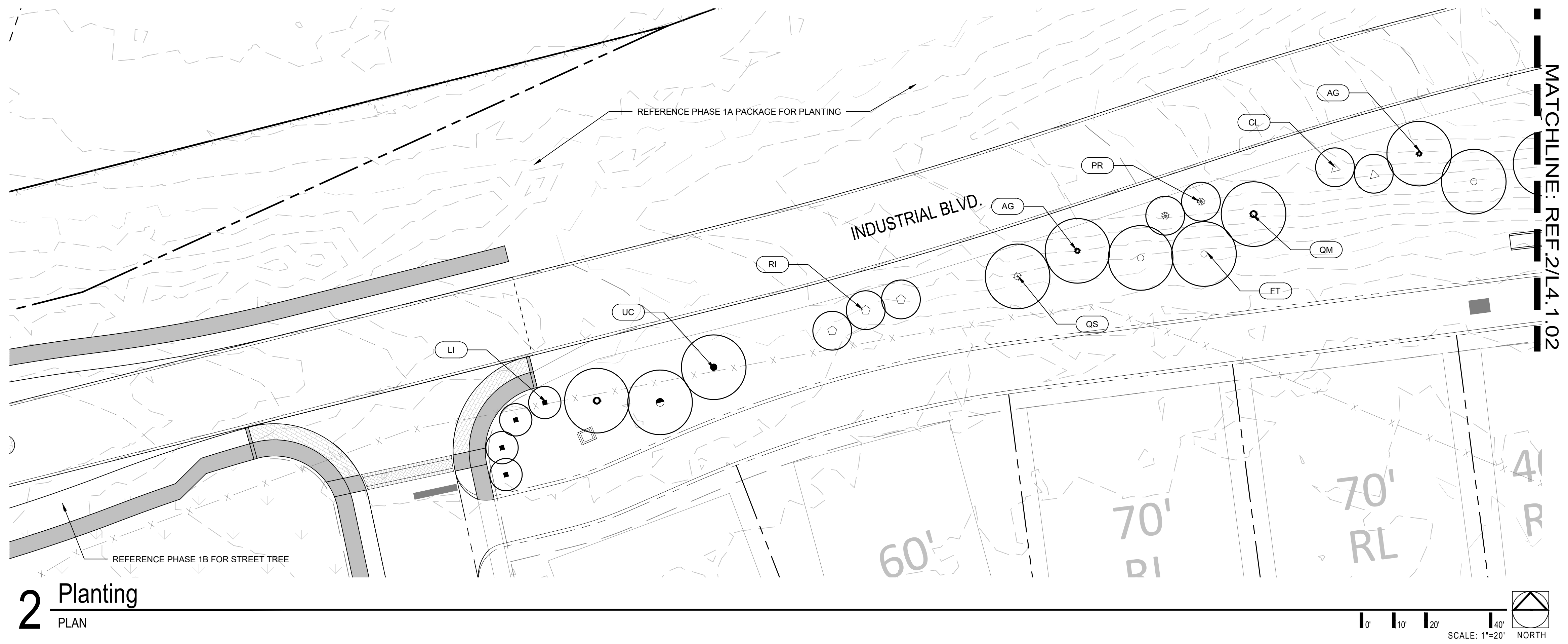
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Sheet Title

Planting Plan

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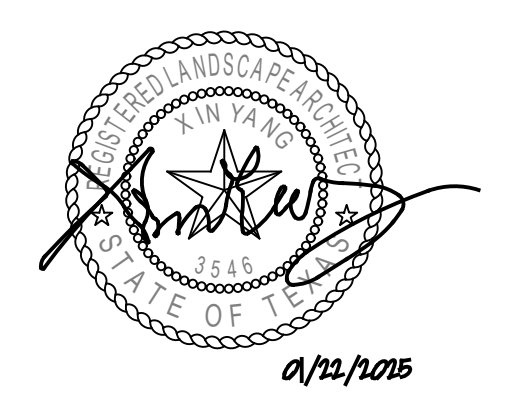
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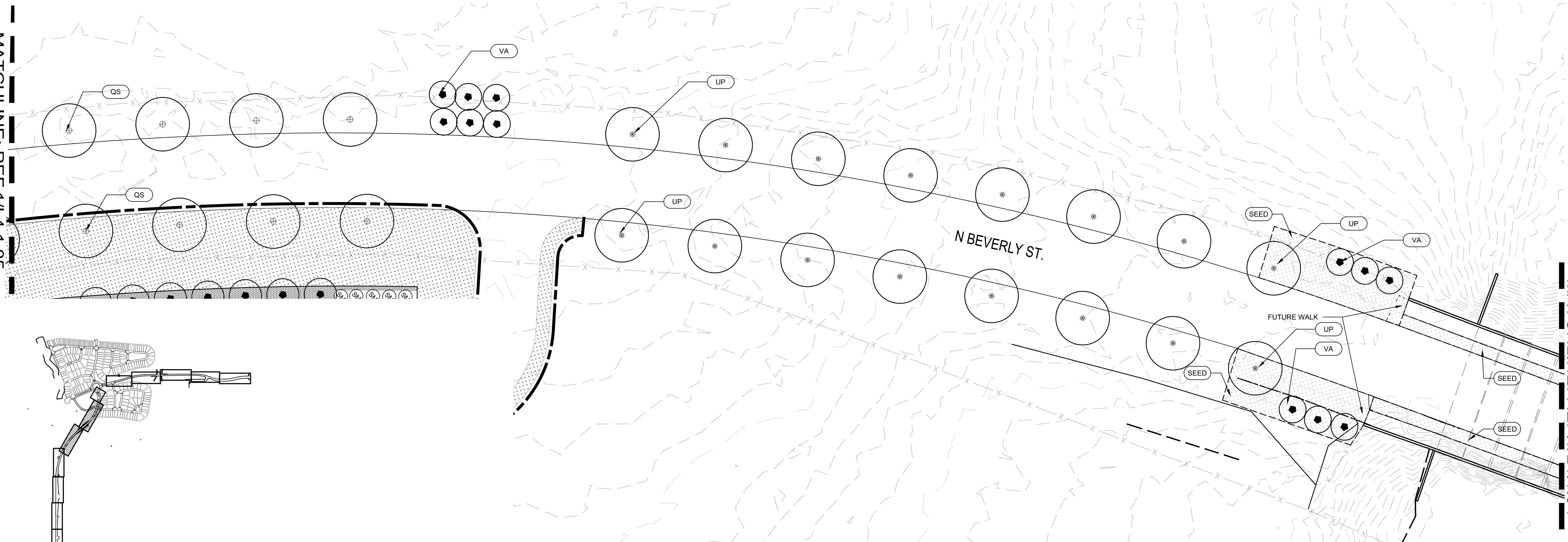
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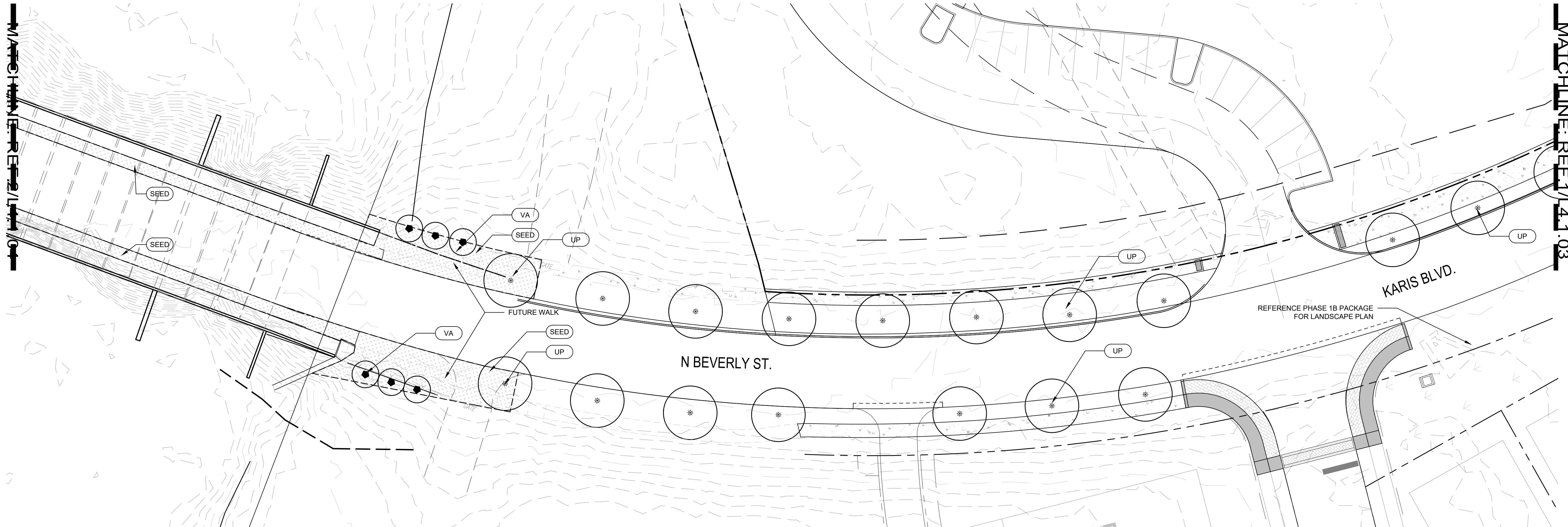
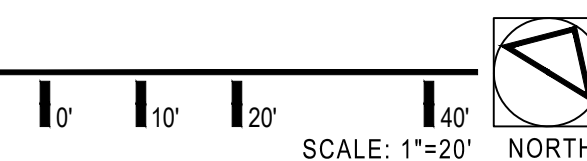
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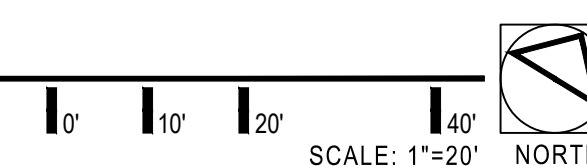
2 Planting

PLAN



1 Planting

PLAN

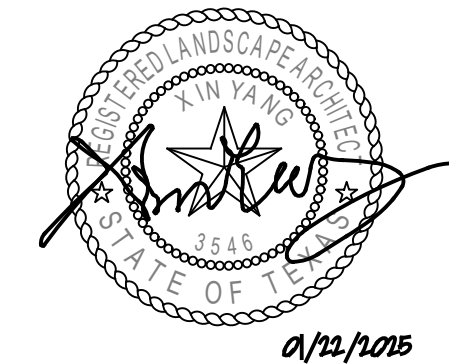


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Revisions

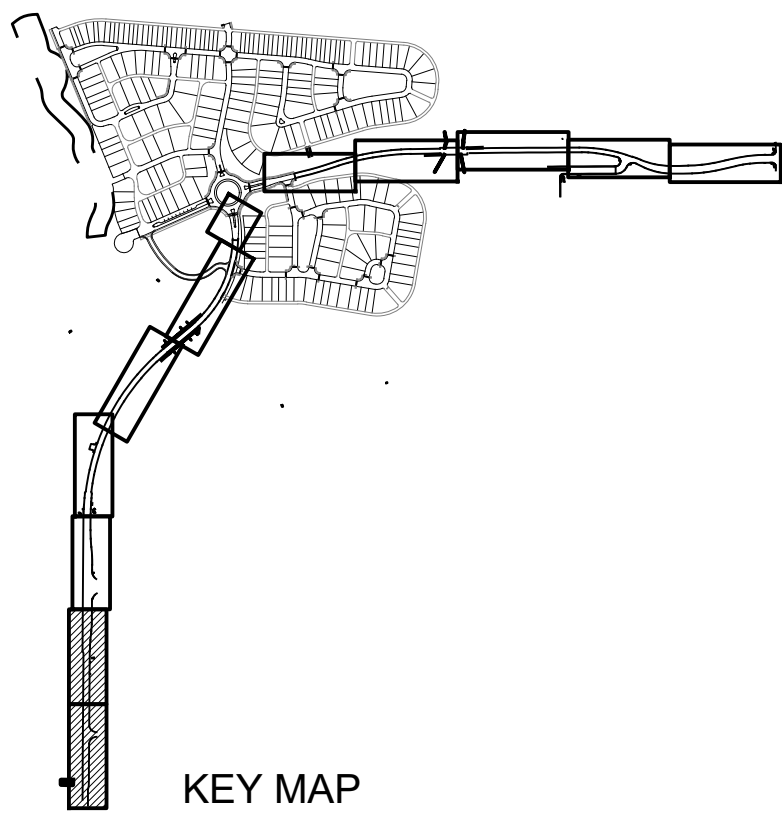
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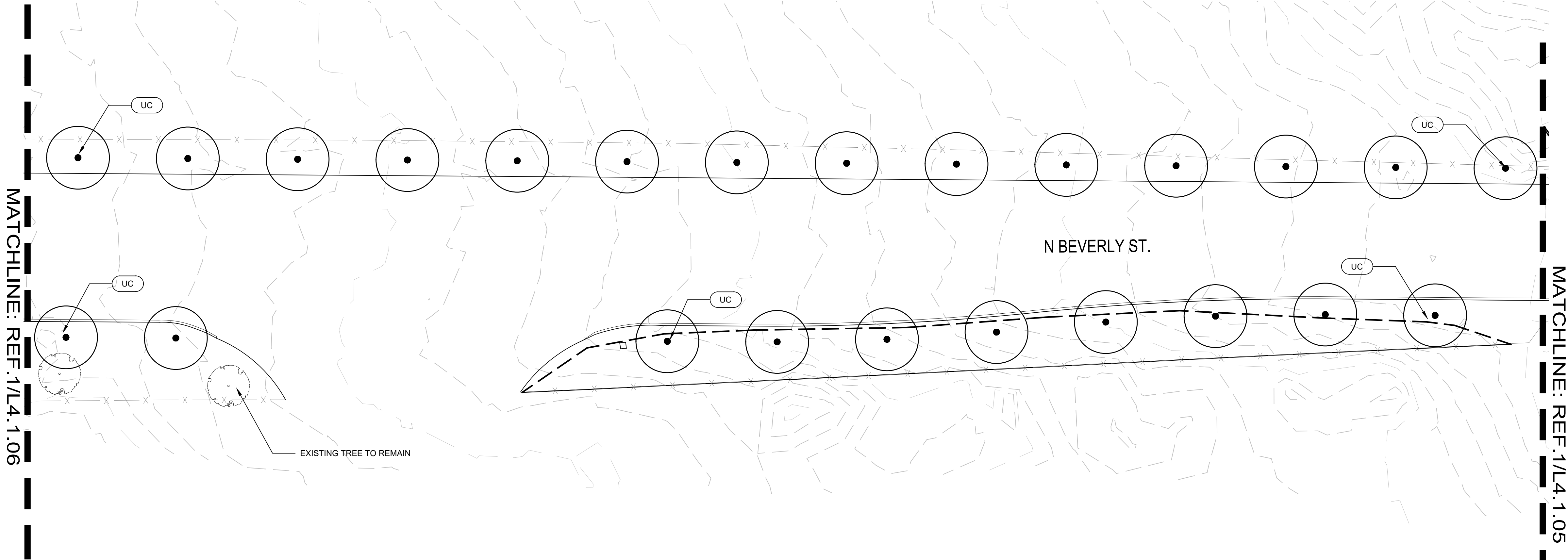
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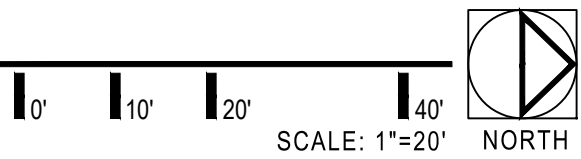
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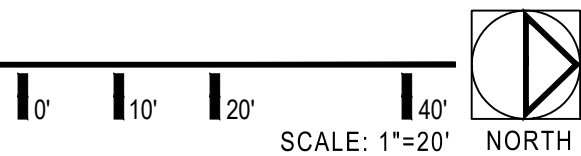
KEY MAP



2 Planting
PLAN



1 Planting
PLAN

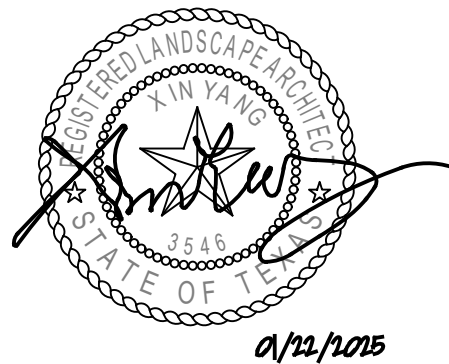


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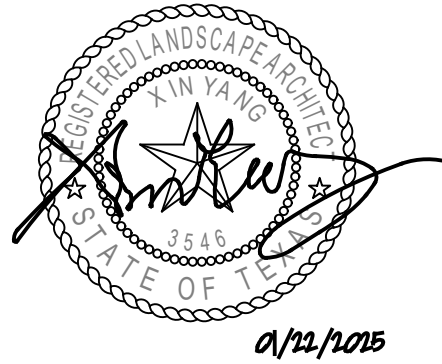
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Sheet Title

Planting Plan

Sheet Number

L4.1.05



Project

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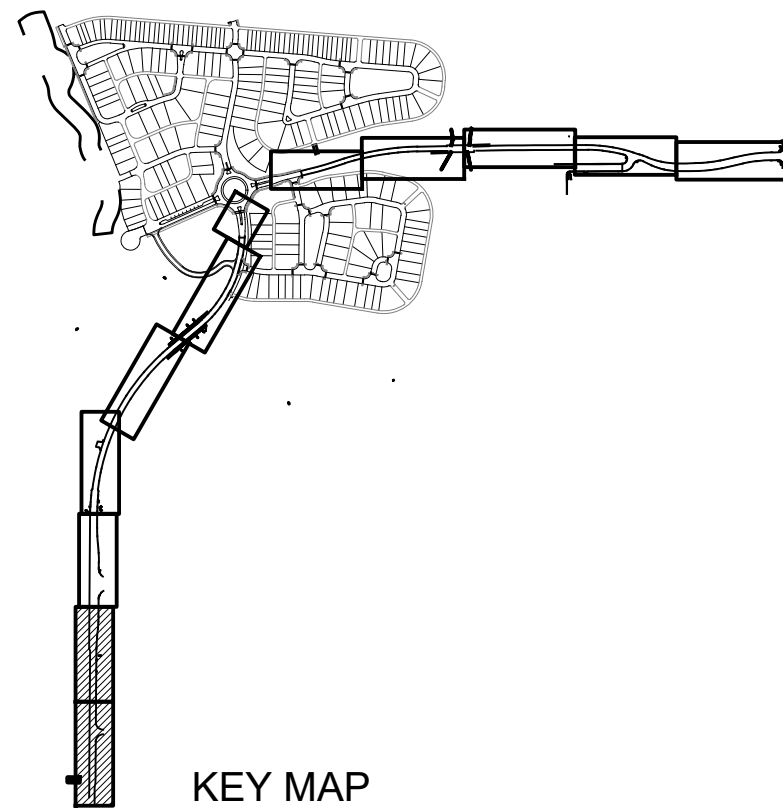
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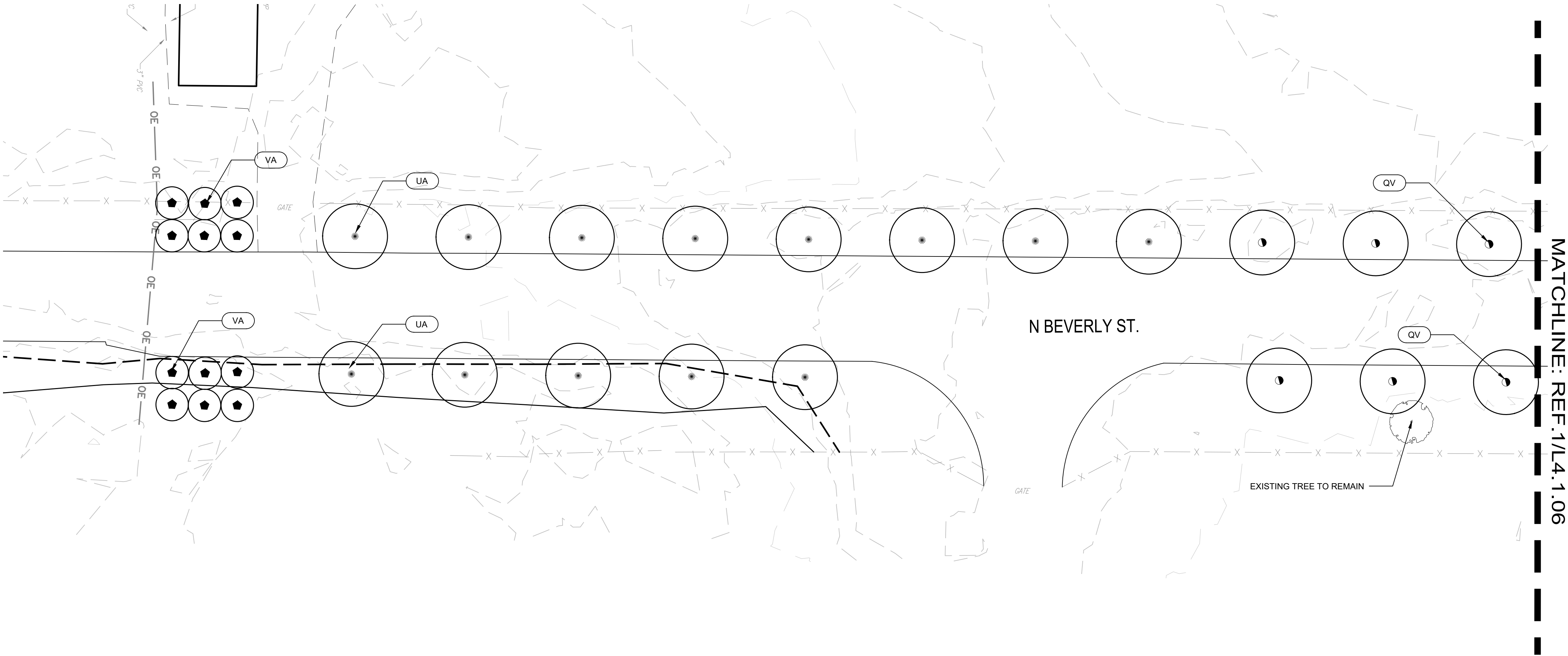
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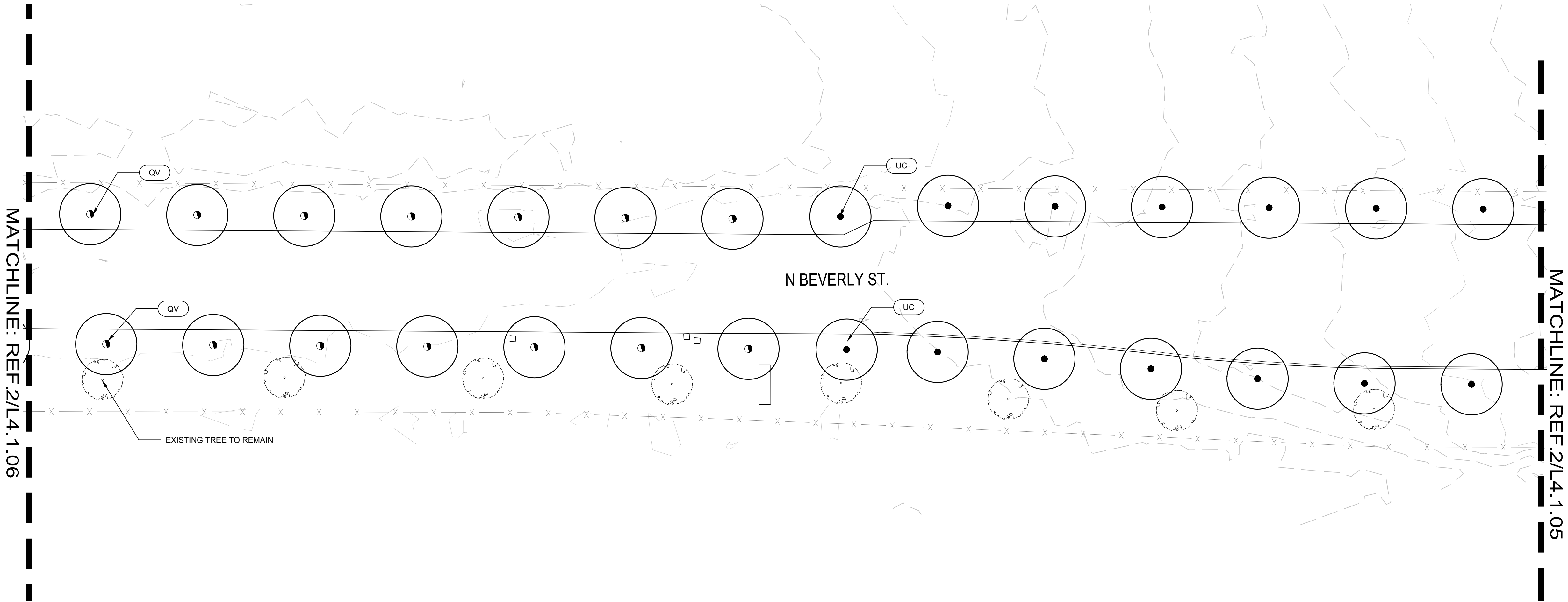


KEY MAP



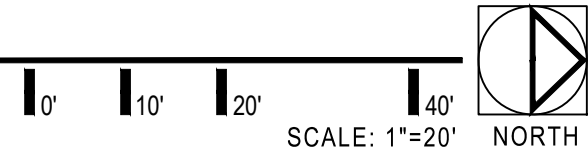
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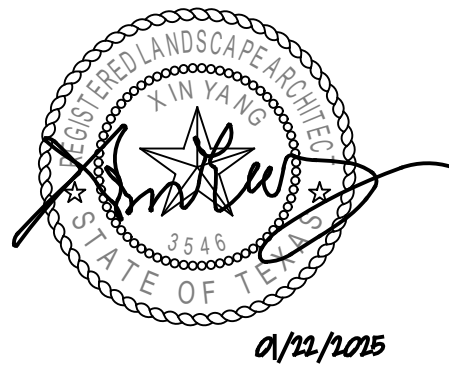
PLAN



1 Planting

PLAN





Project

Karis Streetscape

Crowley, Texas

THE NEHEMIAH COMPANY

Project Number TNCn002

Drawn By CC, XY

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Issue Date 07-26-2023

Revisions

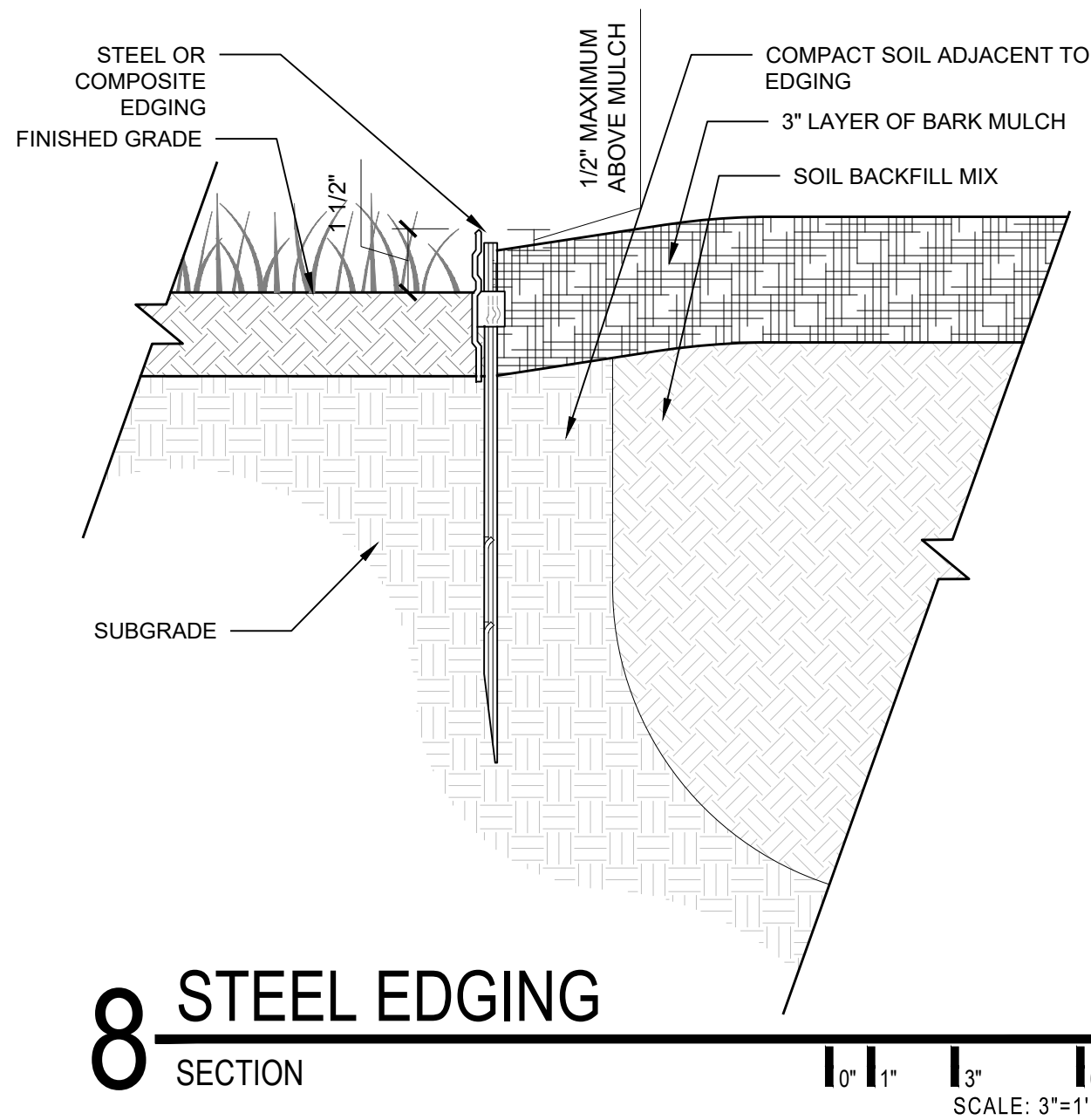
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Sheet Title

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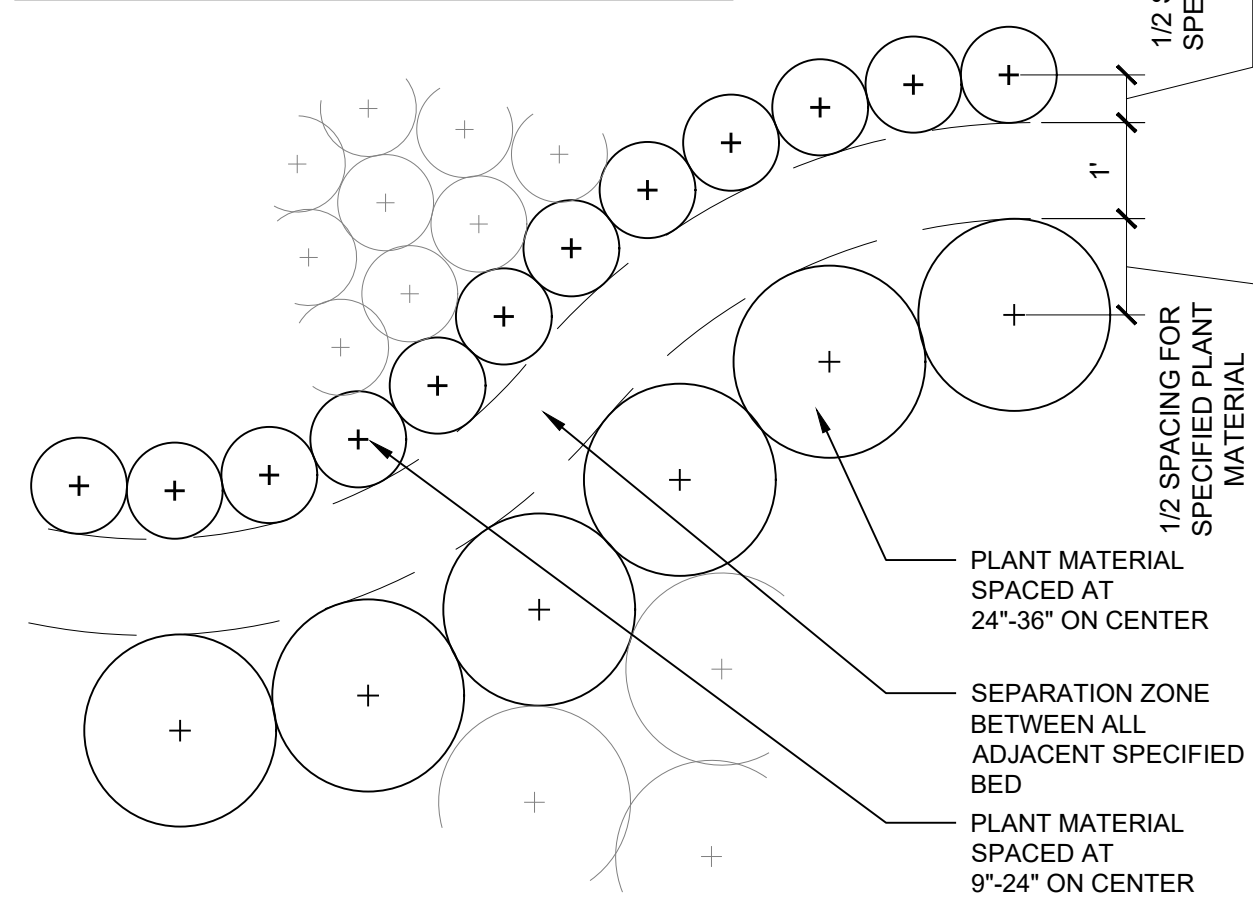
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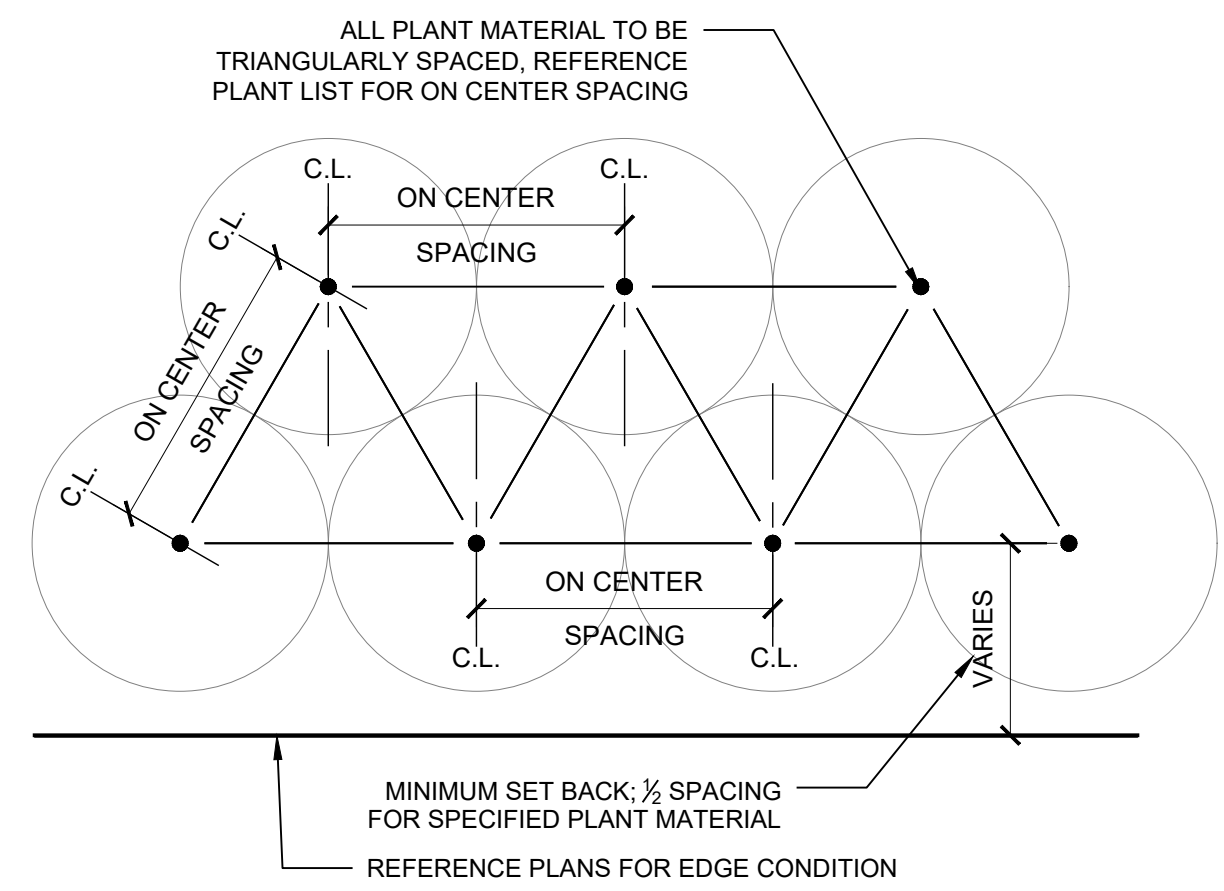


8 STEEL EDGING
SECTION

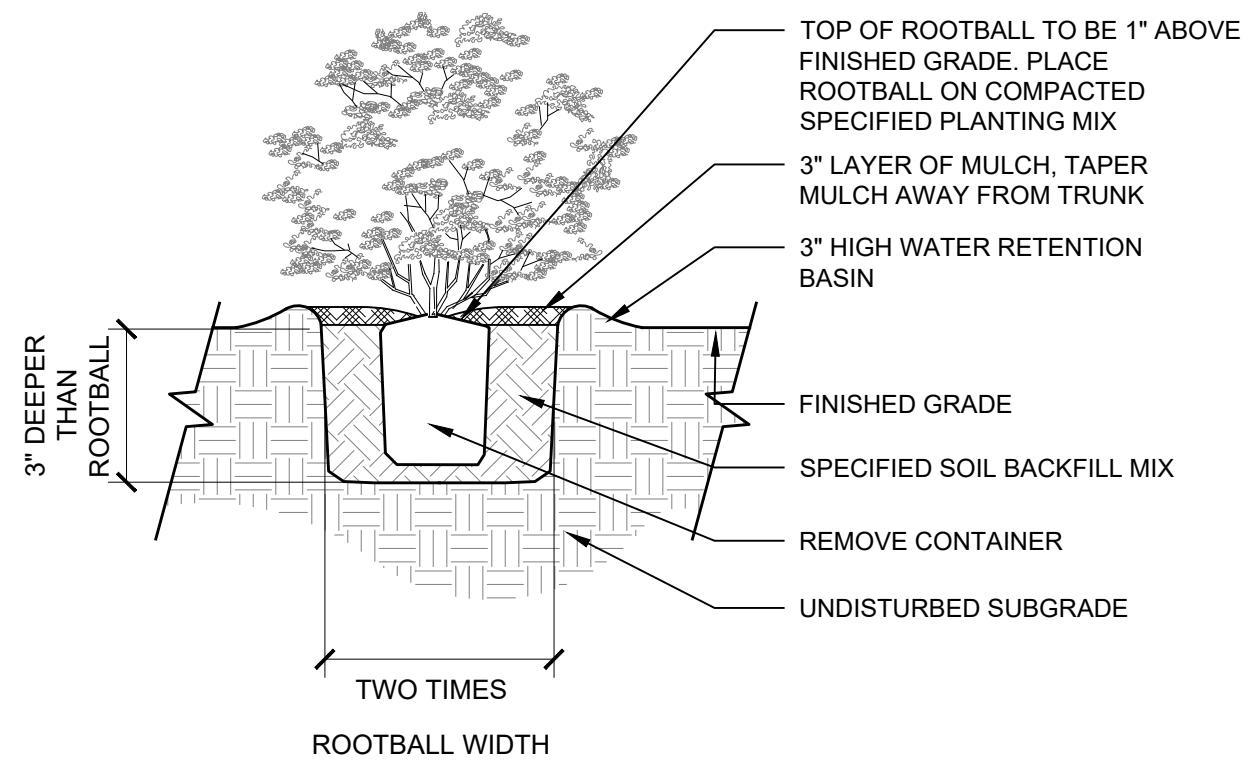
NOTE: THIS DETAIL IS DRAWN TO SHOW THE INTENDED PLANTING LAYOUT OF ADJACENT SHRUB BEDS ALONG CURVES. CONTRACTOR TO PLANT ALL PERIMETER OF BED AREAS AS SHOWN AND THEN PLANT THE REMAINDER OF THE BED TRIANGULARLY AT THE SPECIFIED SPACING.



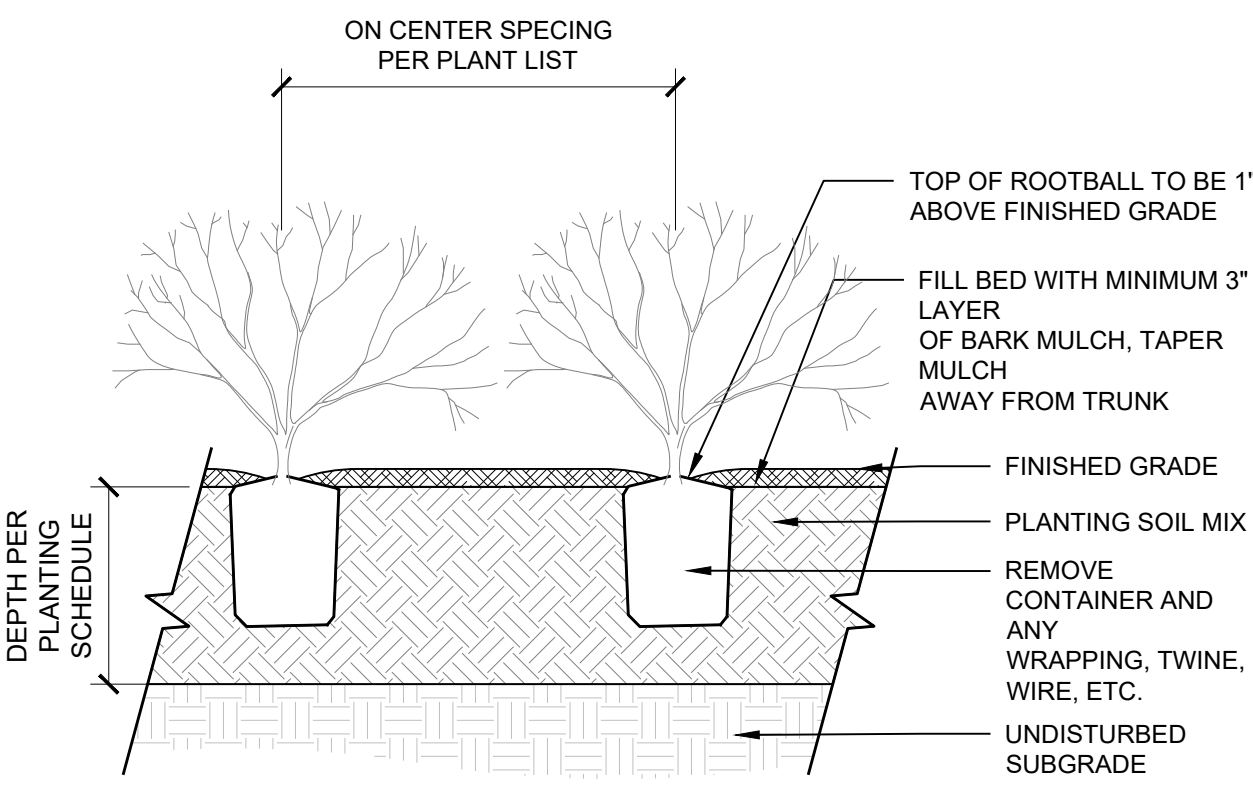
7 CURVE BED LAYOUT
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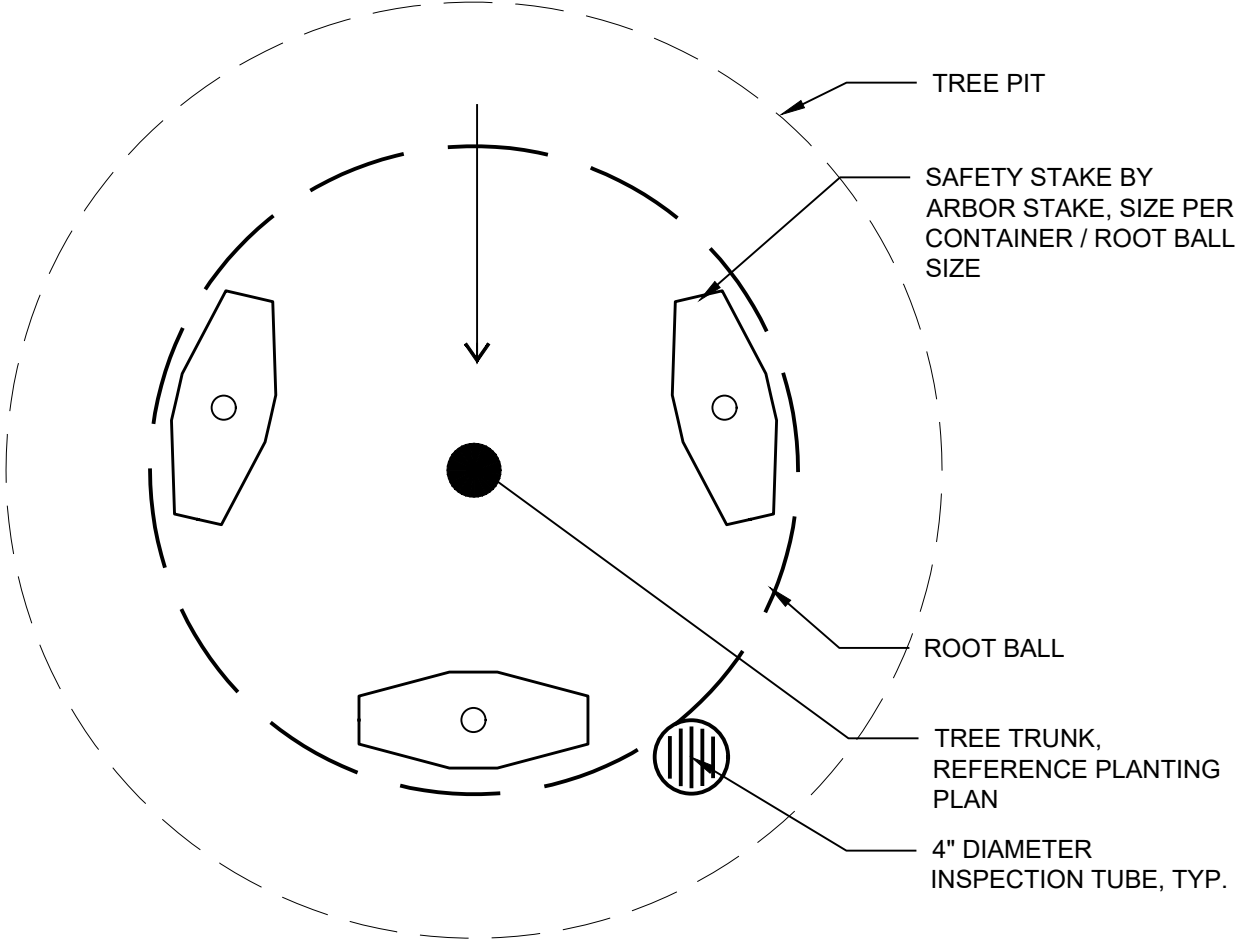
6 PLANT SPACING DIAGRAM
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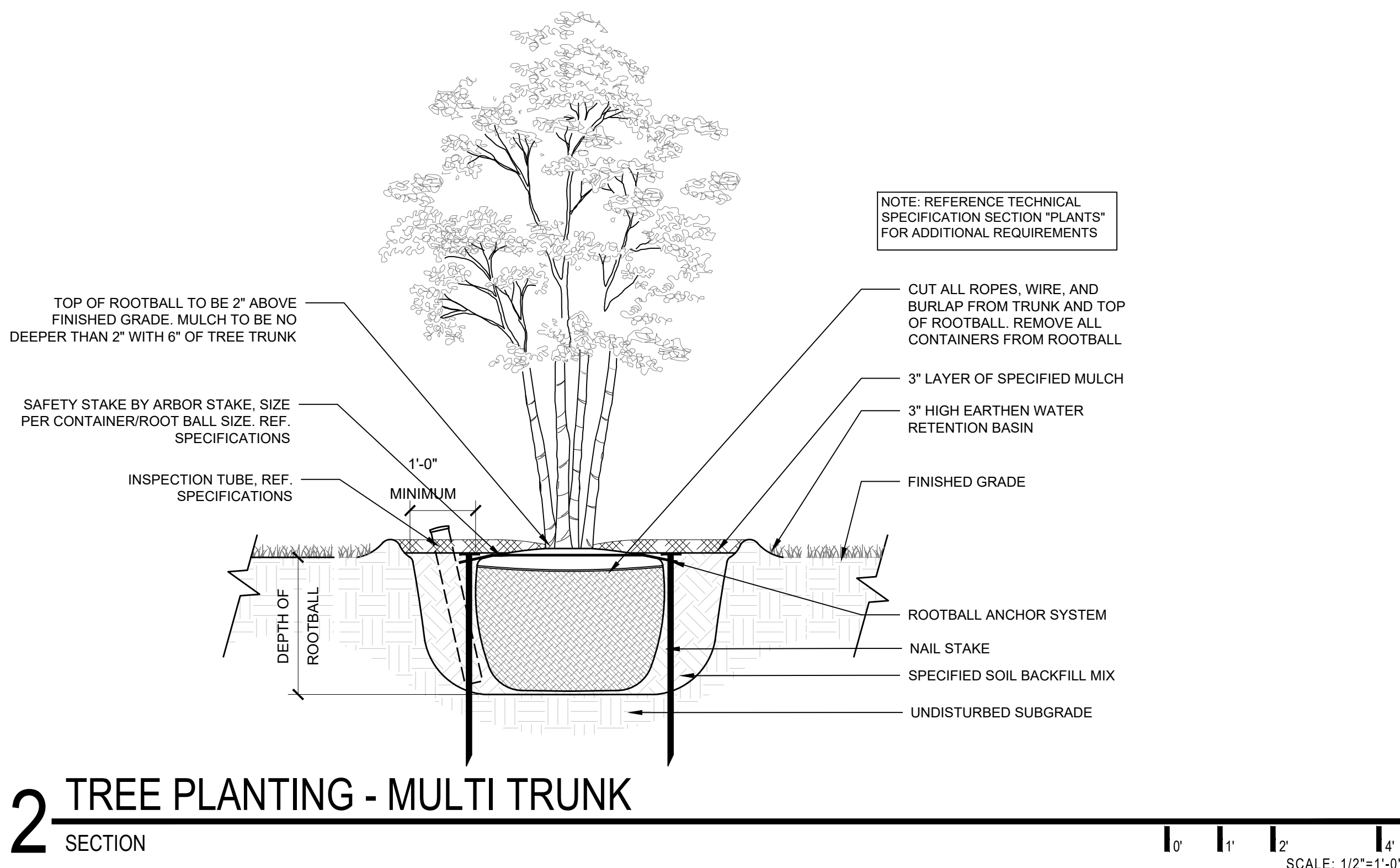
5 SHRUB PIT PLANTING
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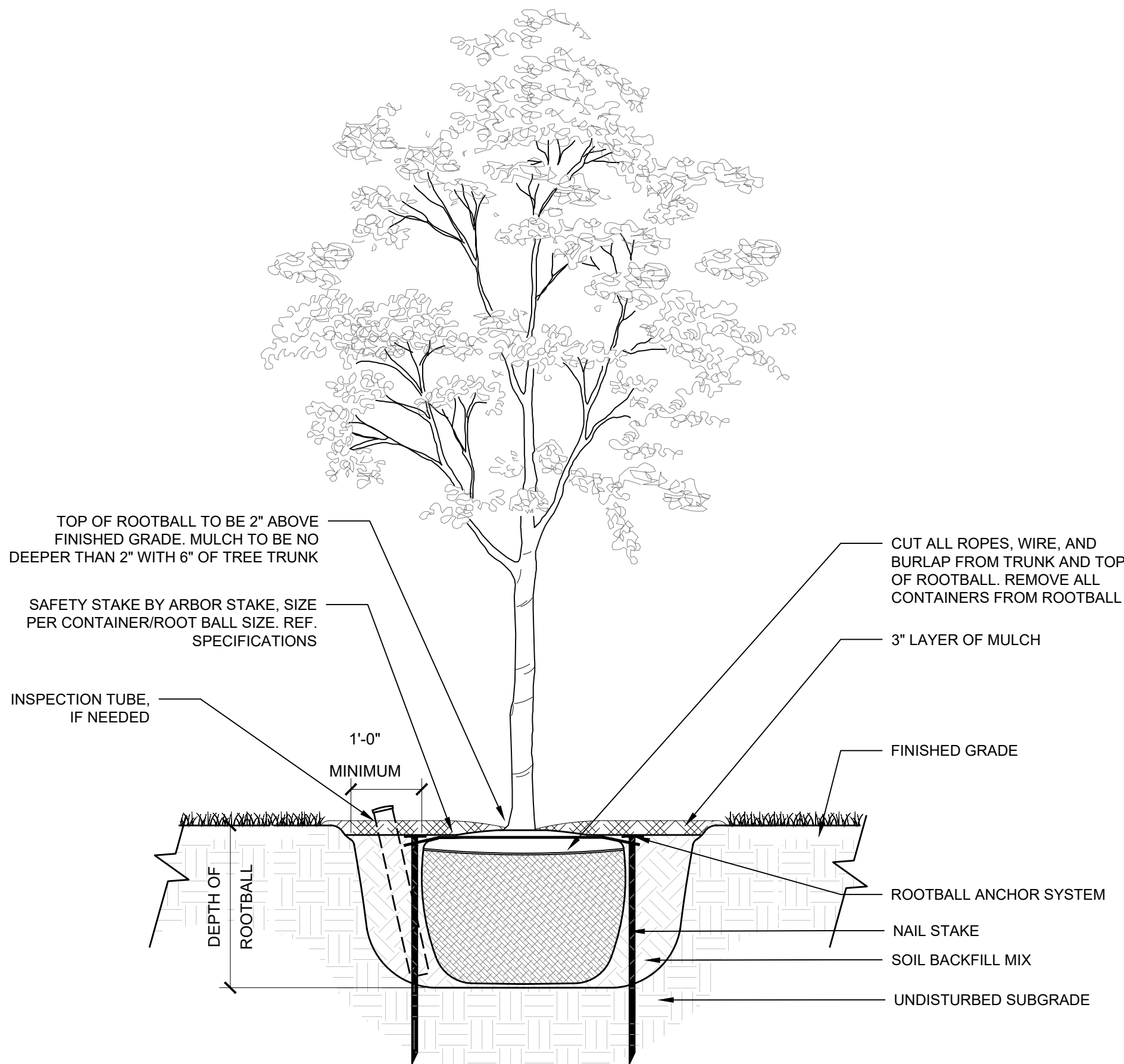
4 SHRUB BED PLANTING
SECTION



3 TREE STAKE PLAN
SECTION

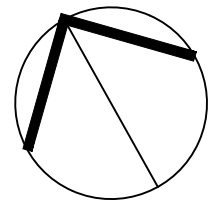
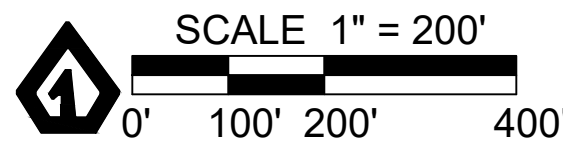


2 TREE PLANTING - MULTI TRUNK
SECTION

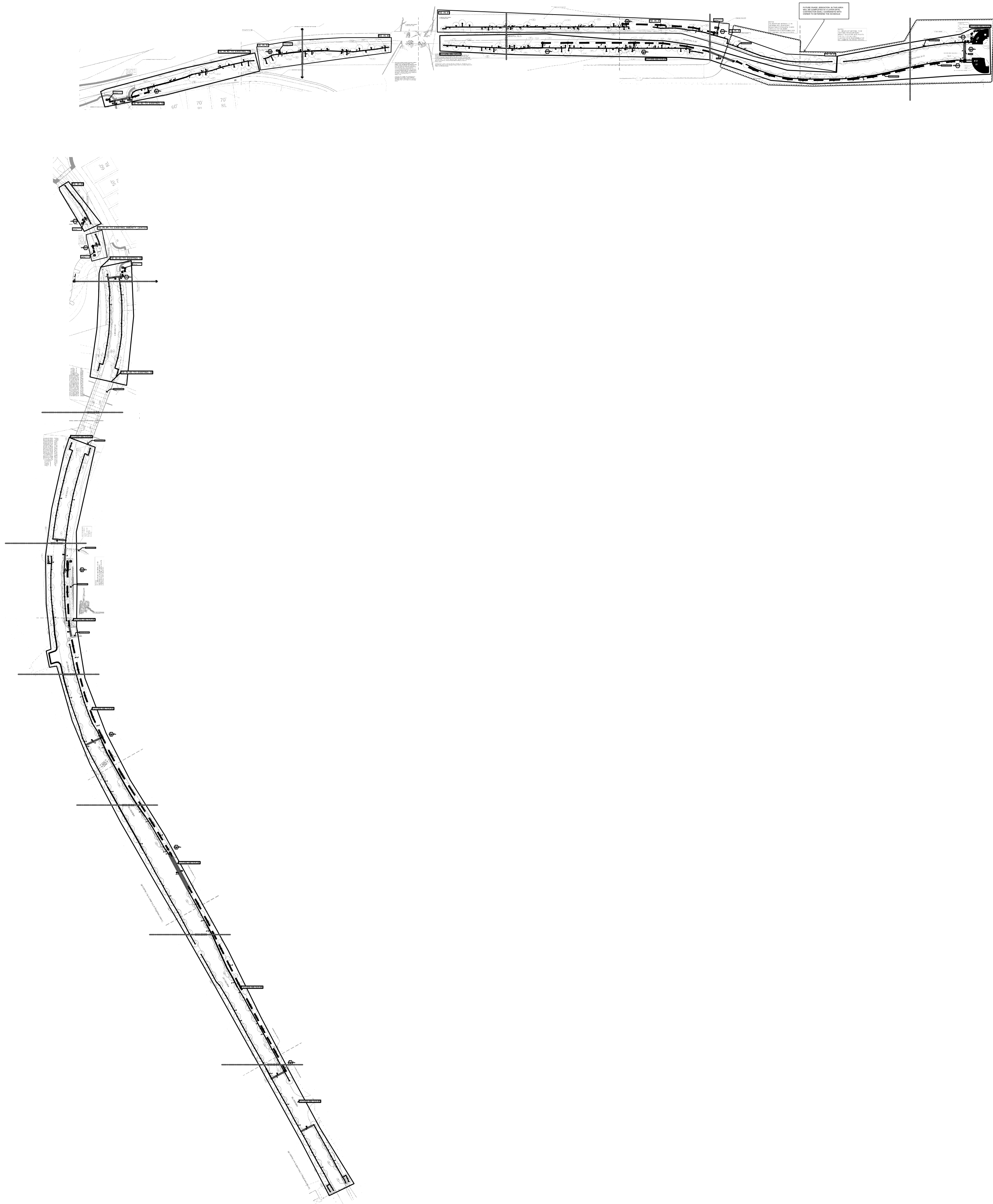


1 TREE PLANTING - STANDARD TRUNK
SECTION

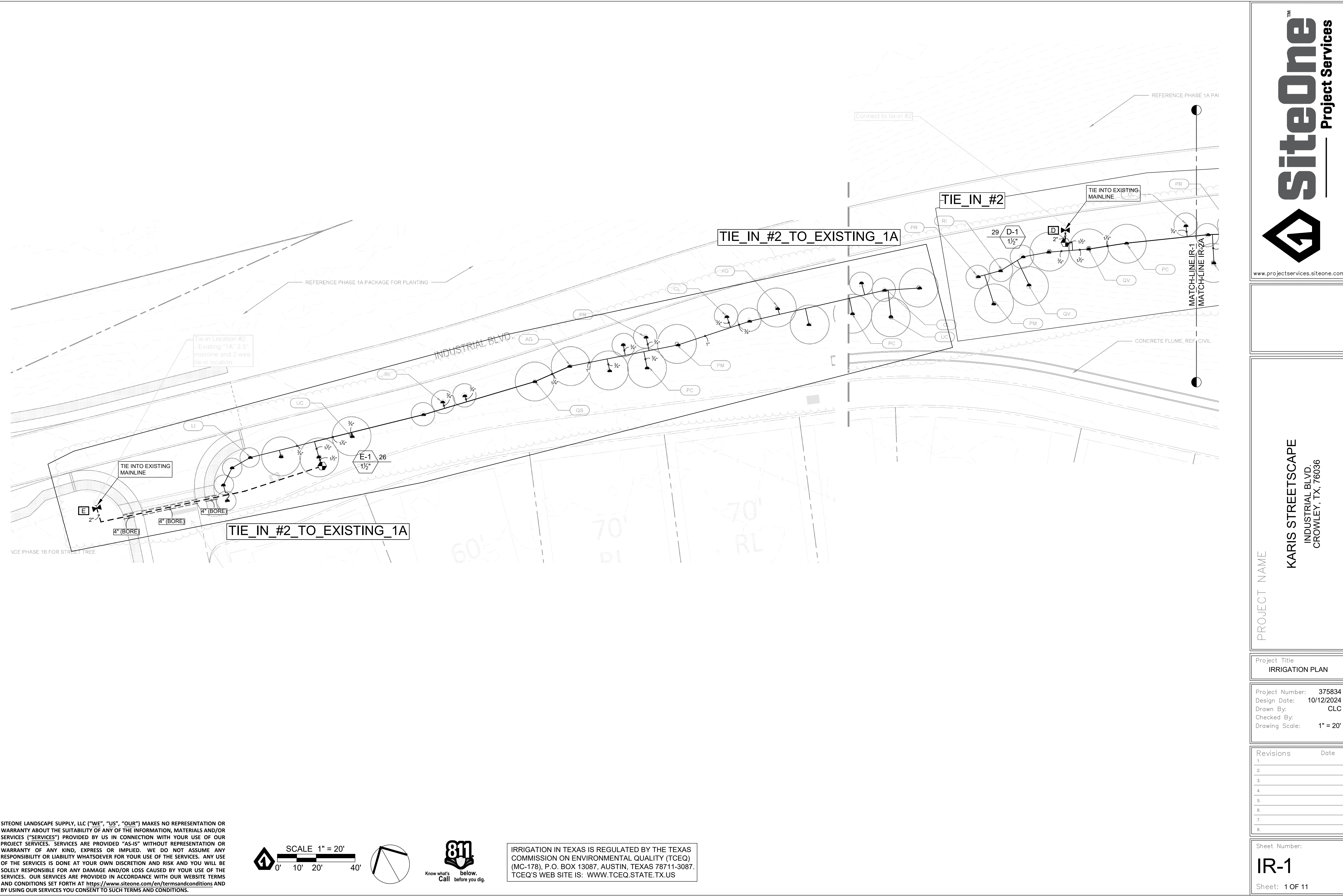
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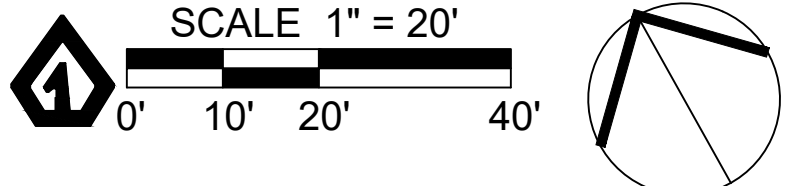
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Revisions	Date
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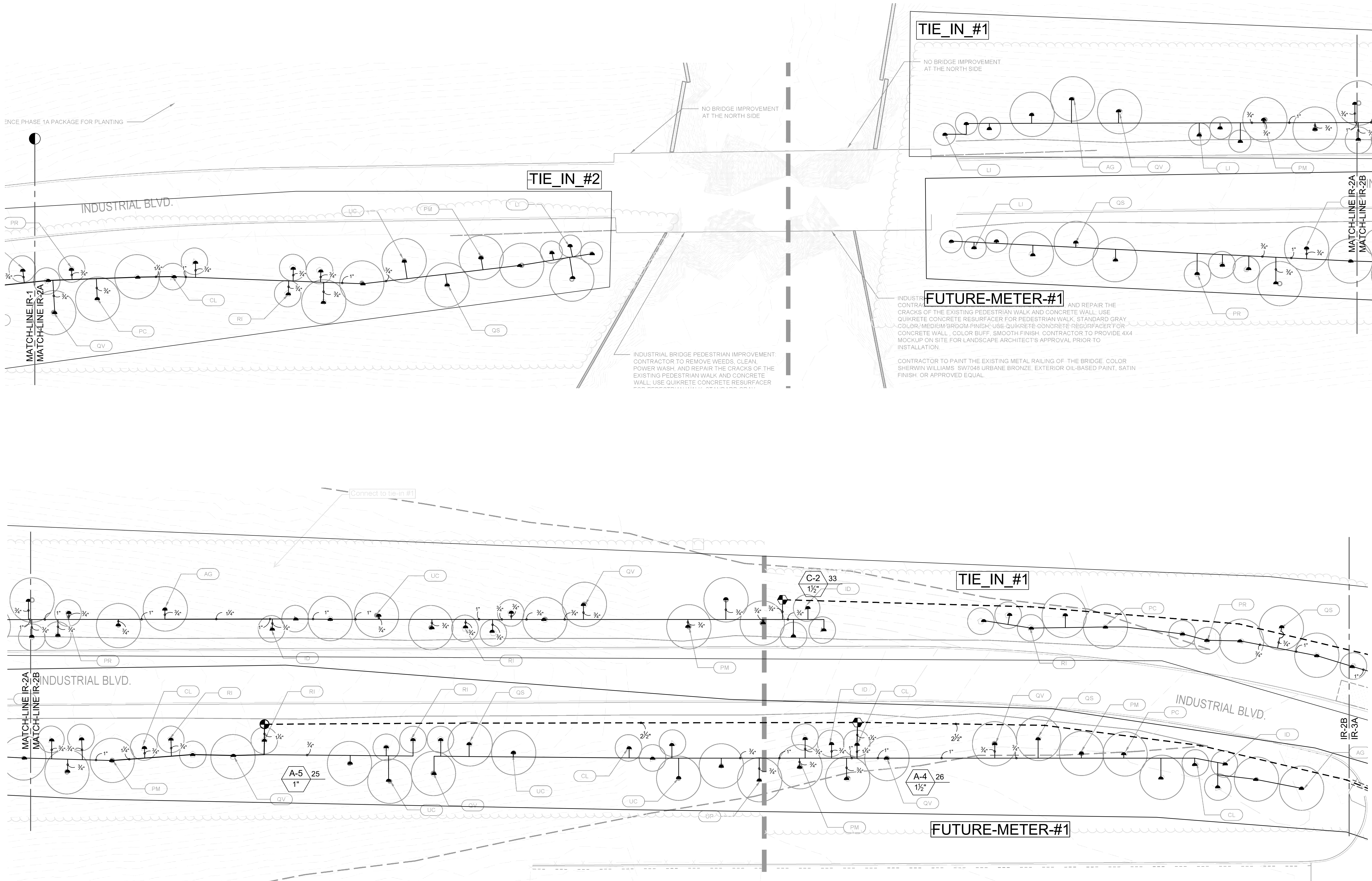
PROJECT NAME
KARIS STREETSCAPE
INDUSTRIAL BLVD.
CROWLEY, TX, 76036

Project Title
IRRIGATION PLAN

Project Number: 375834
Design Date: 10/12/2024
Drawn By: CLC
Checked By:
Drawing Scale: 1" = 20'

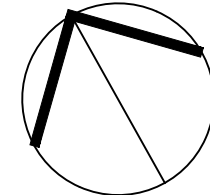
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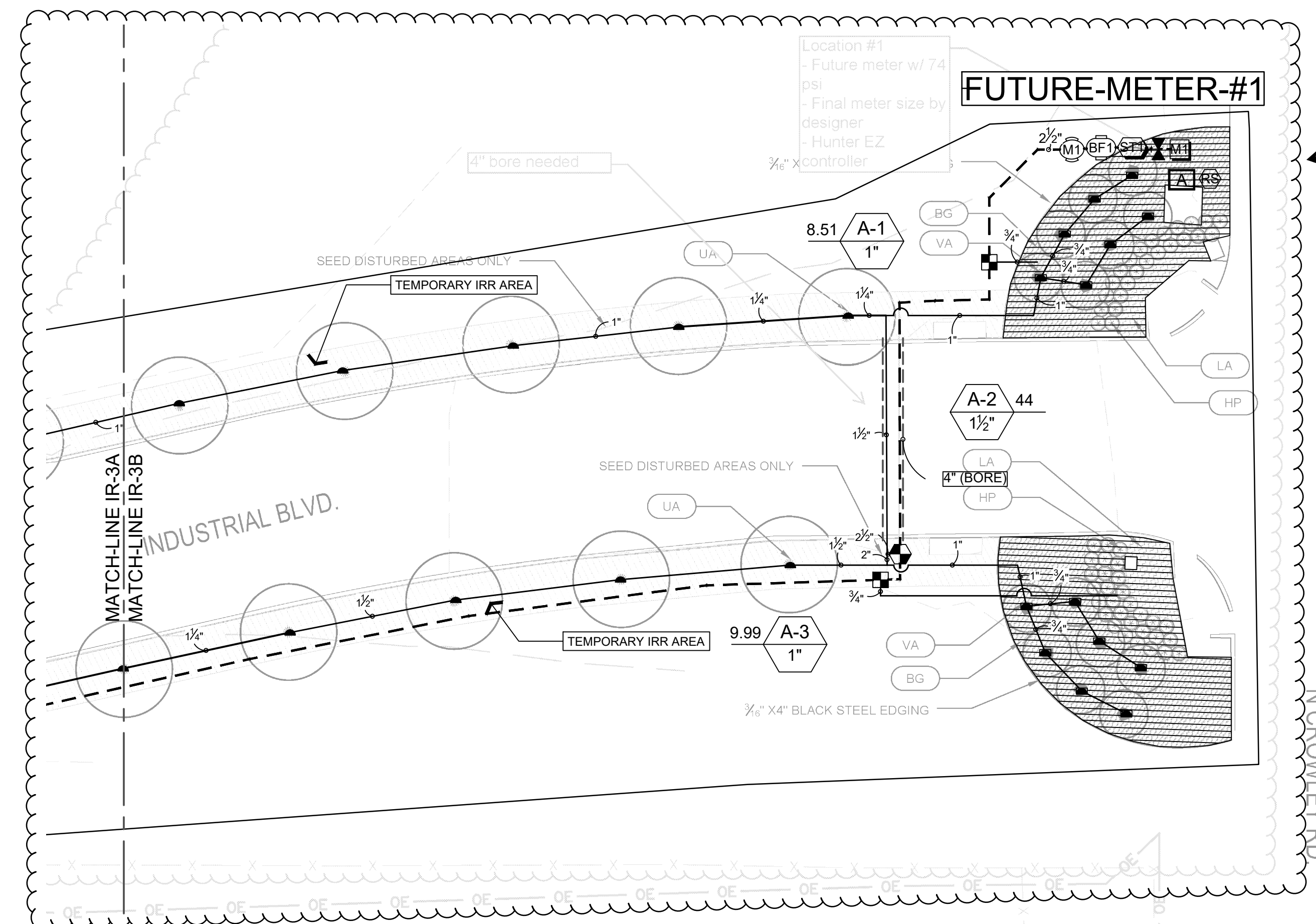
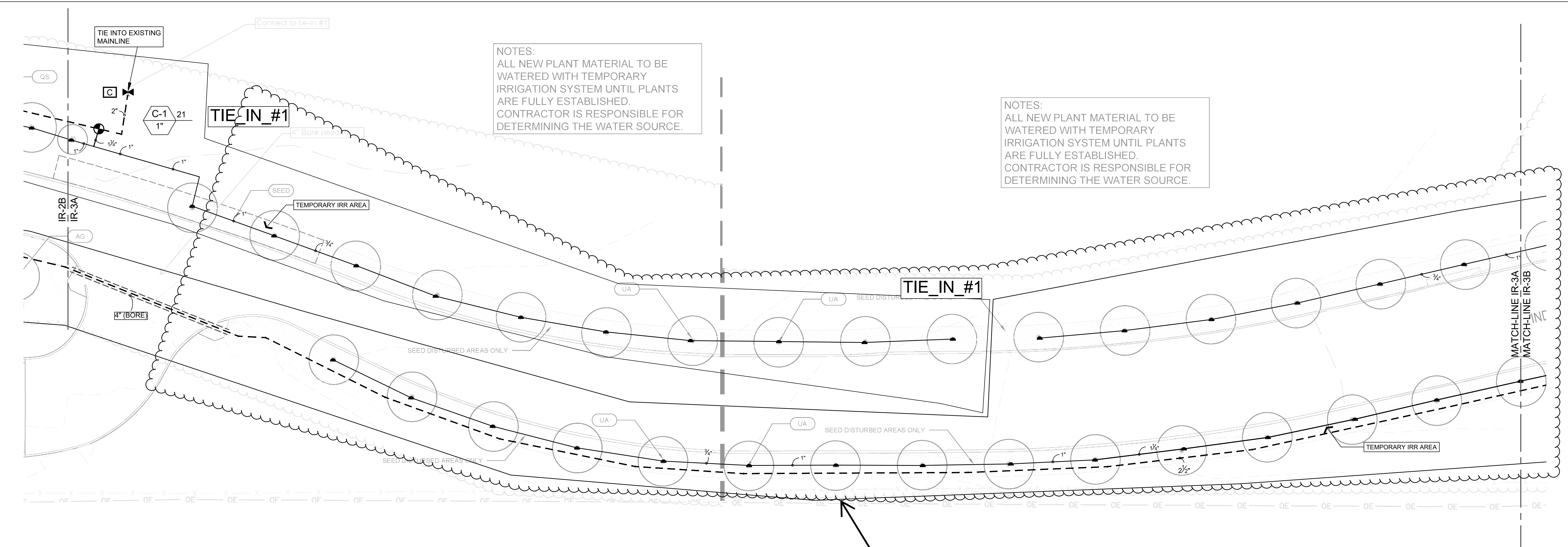
PROJECT NAME
KARIS STREETSCAPE
INDUSTRIAL BLVD.
CROWLEY, TX, 76036

Project Title
IRRIGATION PLAN

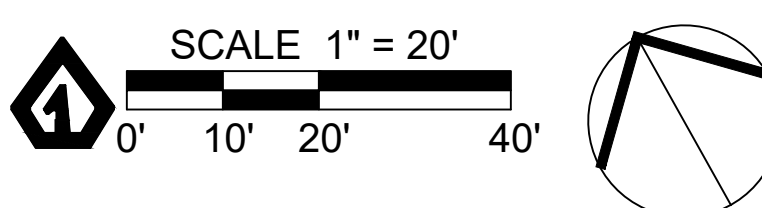
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Design Date: 10/12/2024
Drawn By: CLC
Checked By:
Drawing Scale: 1" = 20'

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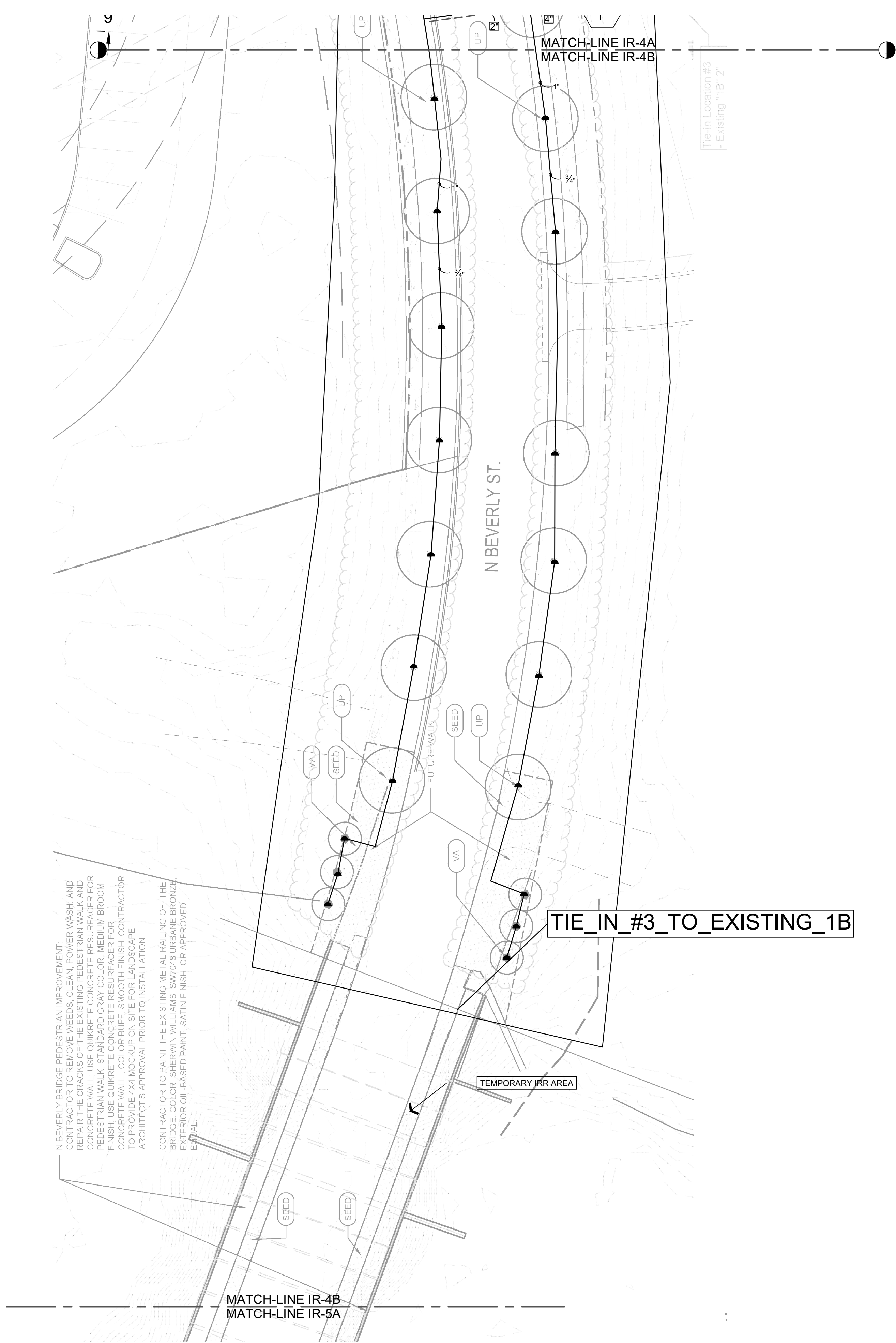
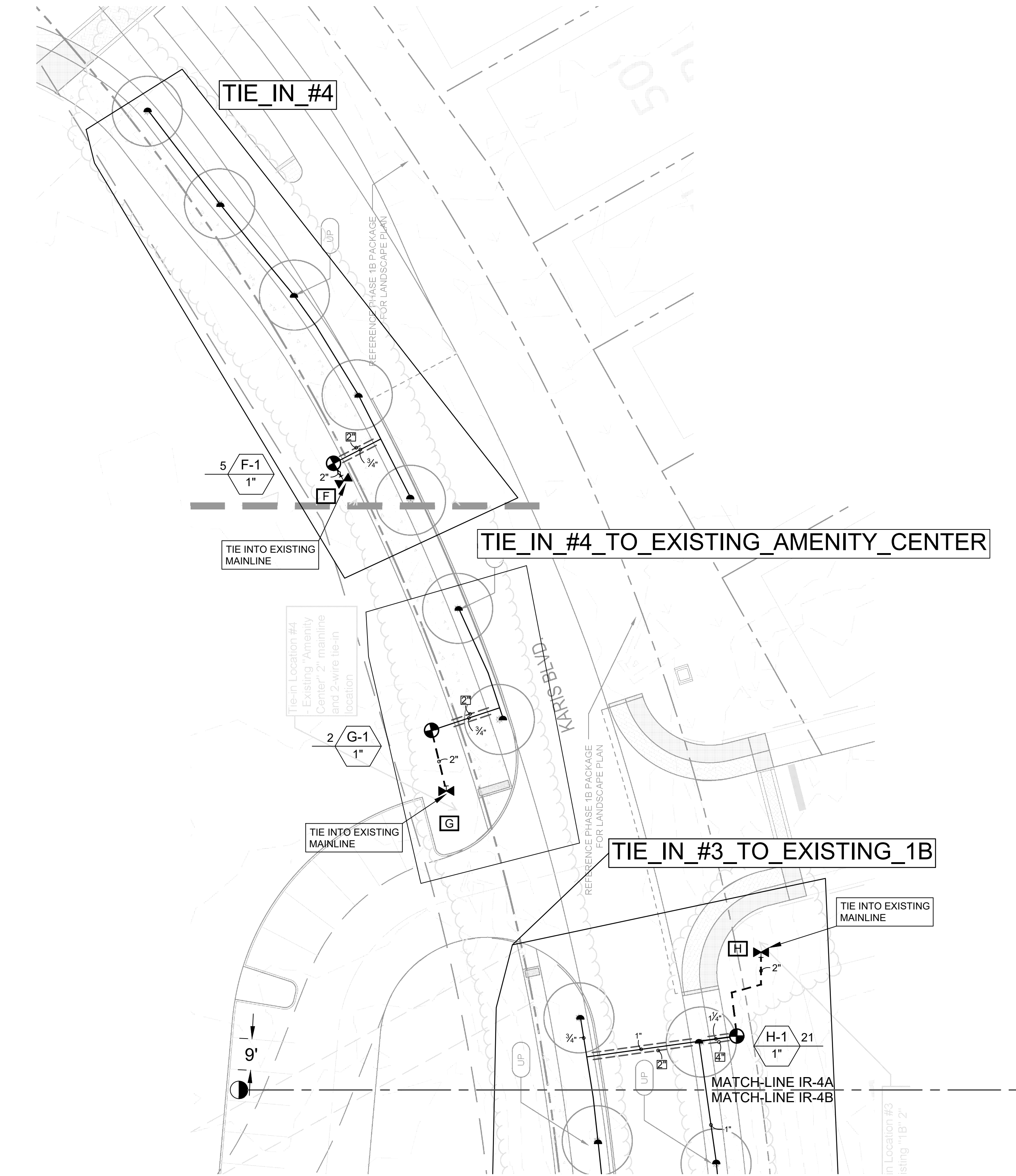


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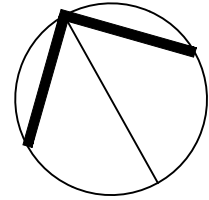
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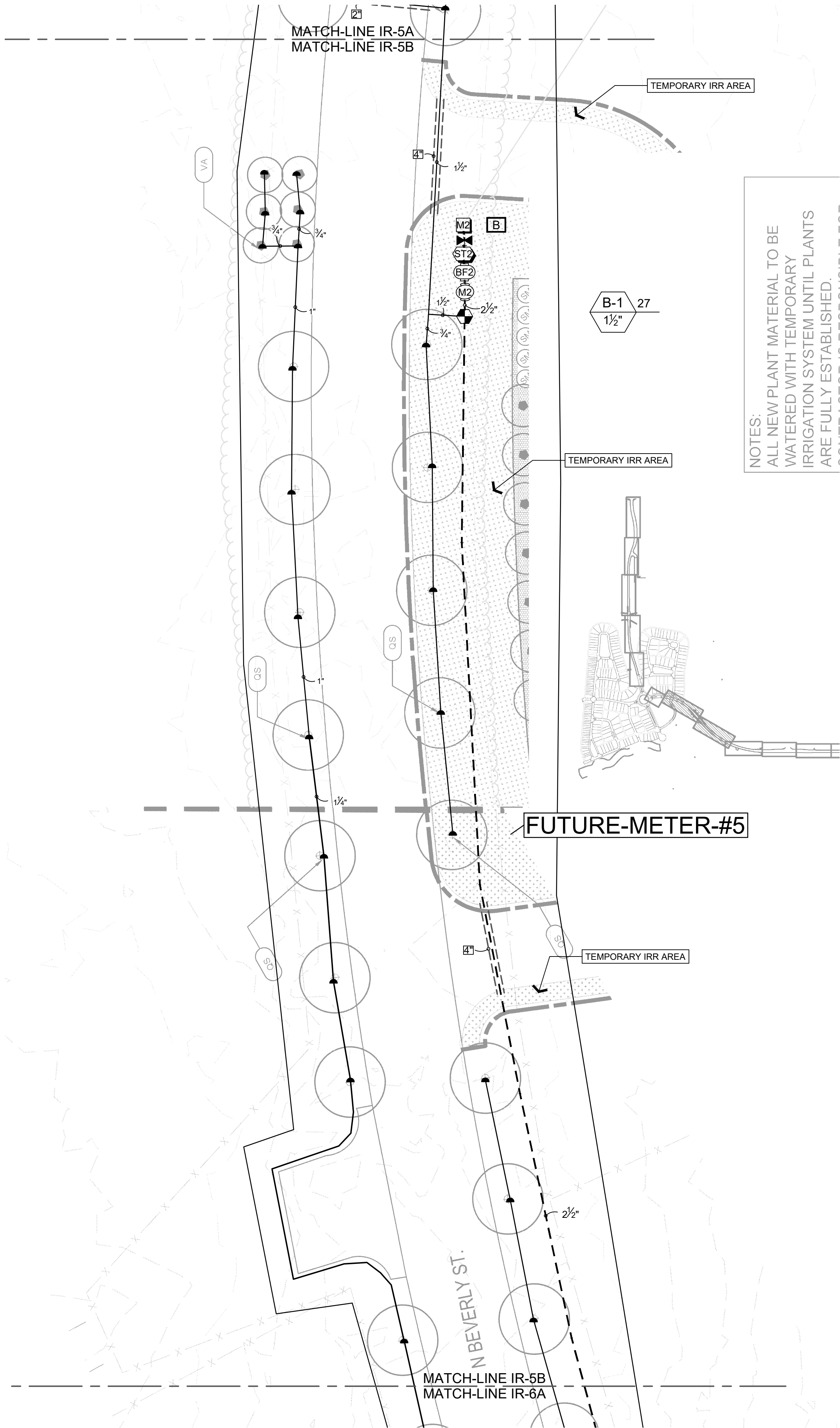
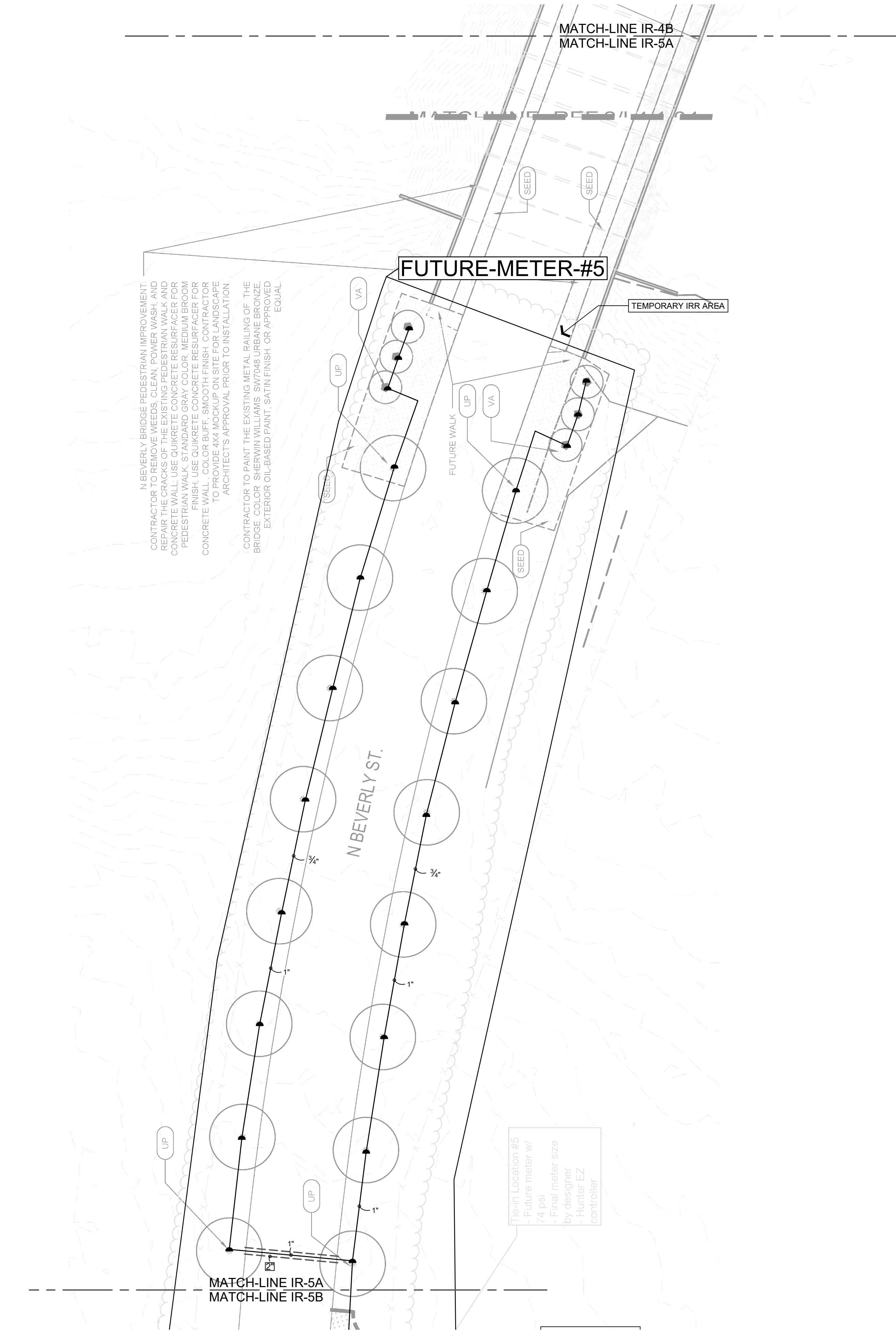
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SCALE 1" = 20'
0' 10' 20' 40'



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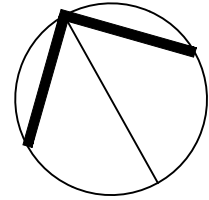
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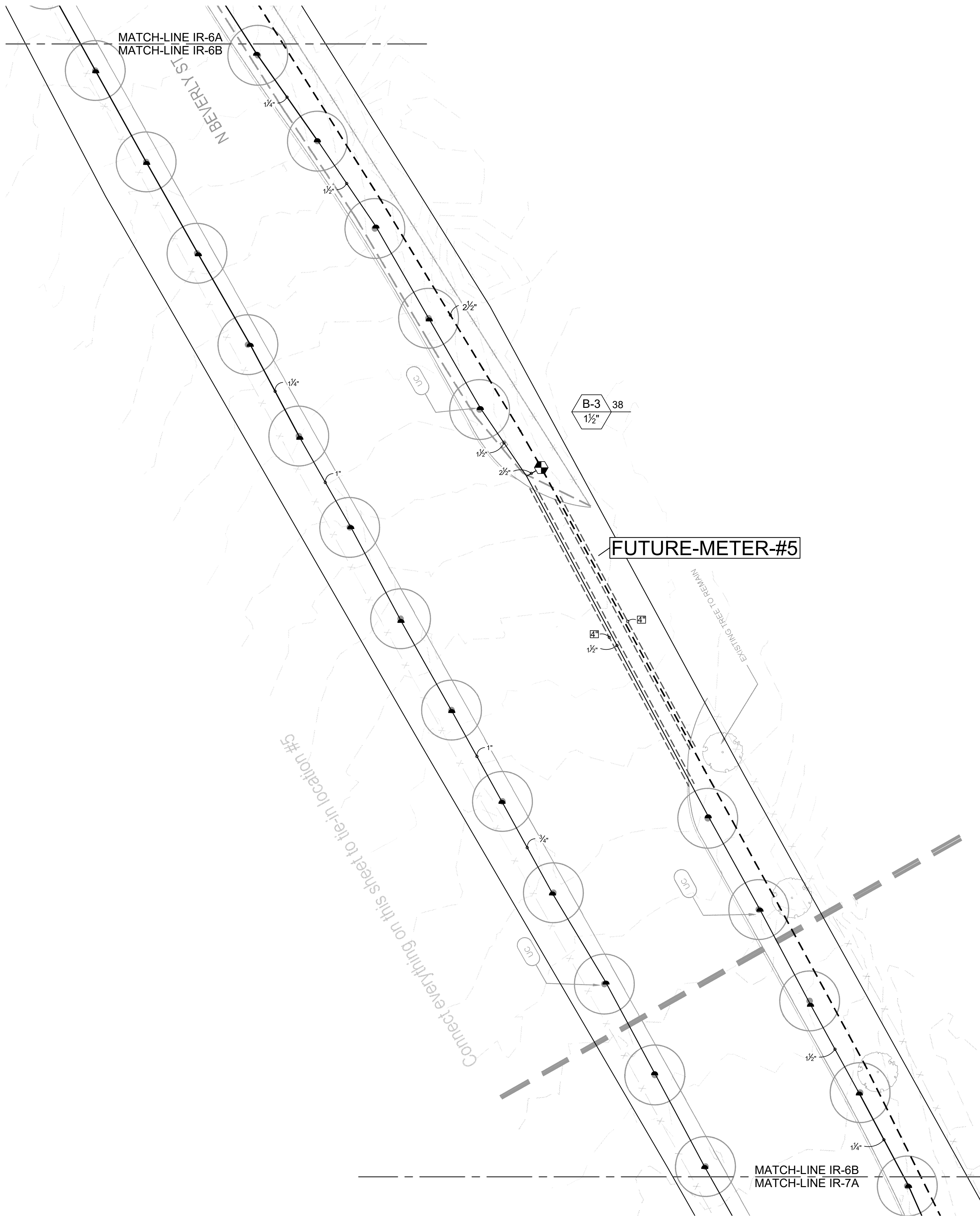
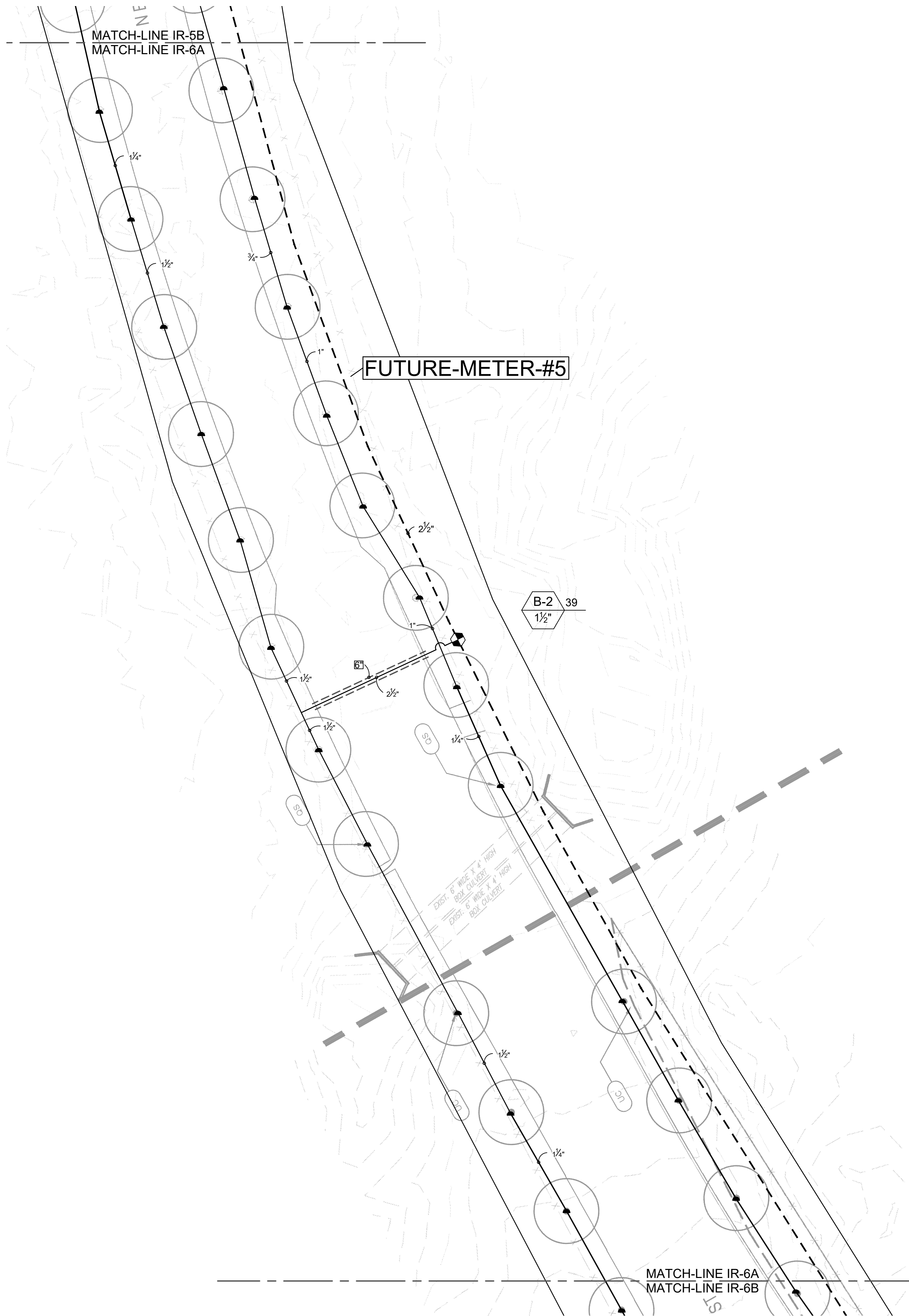
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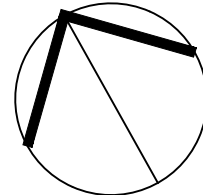
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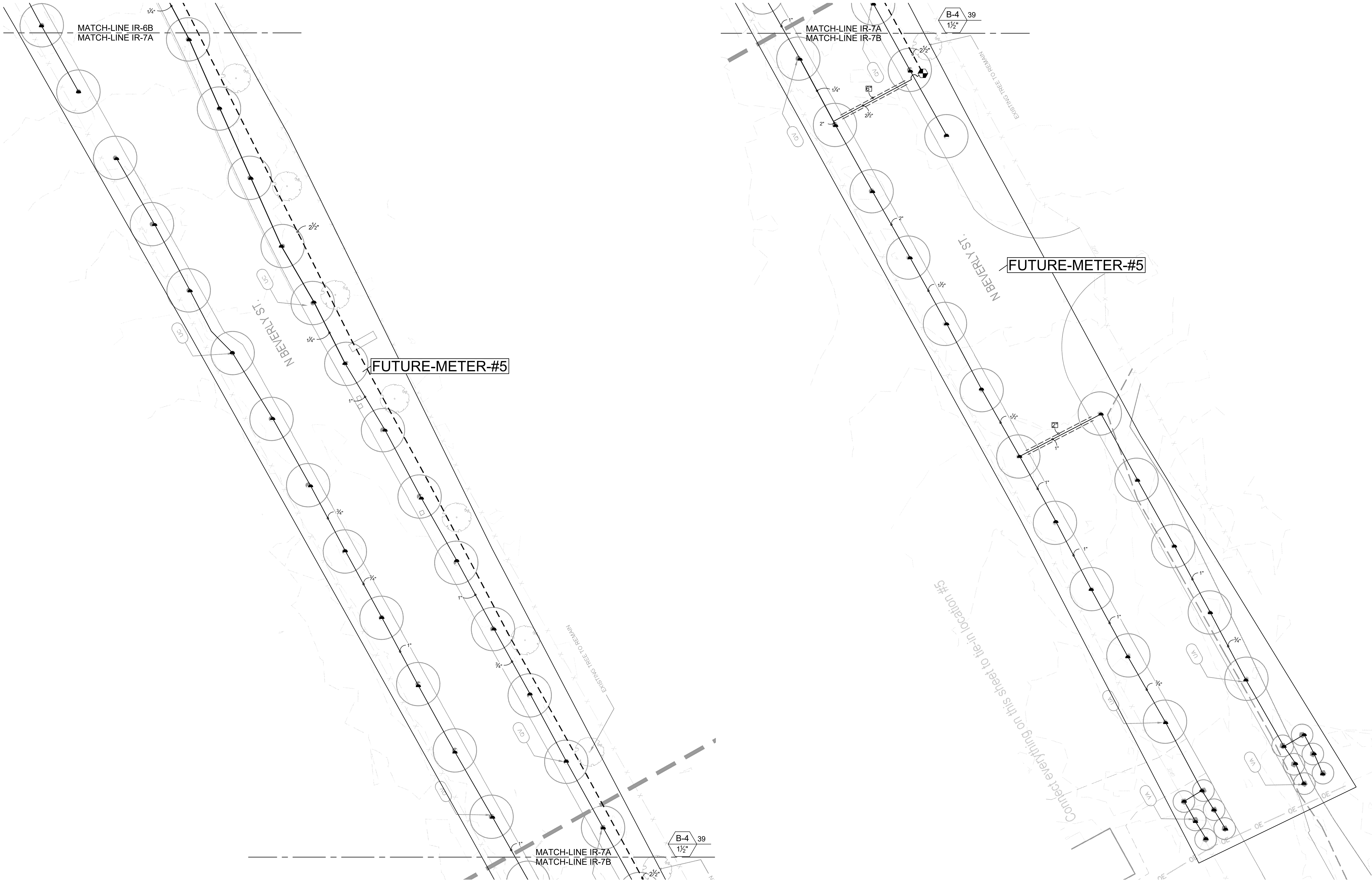
PROJECT NAME
KARIS STREETSCAPE
INDUSTRIAL BLVD.
CROWLEY, TX, 76036

Project Title
IRRIGATION PLAN

Project Number: 375834
Design Date: 10/12/2024
Drawn By: CLC
Checked By:
Drawing Scale: 1" = 20'

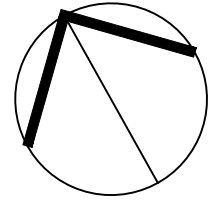
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PROJECT NAME
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INDUSTRIAL BLVD.
CROWLEY, TX, 76036

Project Title
IRRIGATION PLAN

Project Number: 375834
Design Date: 10/12/2024
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IRRIGATION SCHEDULE FUTURE-METER-#1

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SYMBOL

MANUFACTURER/MODEL

HUNTER PCB

HUNTER PCZ-101-40

AREA TO RECEIVE DRIPLINE
PRO-TRADE PT-DL17-06-12 18" ROW SPACING (BED)

SYMBOL

MANUFACTURER/MODEL

HUNTER PGV-101G

HUNTER PGV-151 GLOBE

MATCO-NORCA TBVC ISOLATION VALVE MAINLINE SIZE

HUNTER PGV MASTER VALVE 2"

FEBCO 850 DCA 1-1/2"

HUNTER CONTROLLER W/EZ MODULE

HUNTER WRF-CLIK RAIN SENSOR

AQUALINE WYE STRAINER 1-1/2"

WATER METER 1-1/2"

IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21

IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2 1/2"

PIPE SLEEVE: PVC SCHEDULE 40

Valve Callout

Valve Number

Valve Flow

Valve Size

IRRIGATION NOTES

1. IRRIGATION SYSTEM DESIGN BASED ON ZONING OF 50 GPM AT 74 PSI.

2. IRRIGATION DESIGN IS FROM THE POINT OF CONNECTION (POC) ONLY. THE DESIGN IS BASED ON GALLONS PER MINUTE (GPM) AND POUNDS PER SQUARE INCH (PSI) FURNISHED BY OTHERS.

3. IRRIGATION CONTRACTOR IS TO VERIFY POINT OF CONNECTION IN THE FIELD. INSTALLER IS TO CONFIRM THE MINIMUM DISCHARGE REQUIREMENTS OF THE POINT OF CONNECTION AS INDICATED ON THE LEGEND PRIOR TO INSTALLATION.

4. THE PRESSURE REQUIREMENT AT THE POINT OF CONNECTION IS BASED ON NO MORE THAN 5 FEET OF ELEVATION CHANGE IN THE AREAS OF IRRIGATION.

5. ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ACCORDING TO LOCAL BUILDING, ELECTRICAL, AND PLUMBING CODES.

6. IRRIGATION CONTRACTOR WILL ARRANGE INSPECTIONS REQUIRED BY LOCAL AGENCIES AND ORDINANCES DURING THE COURSE OF CONSTRUCTION AS REQUIRED. ALL WIRING TO BE PER LOCAL CODE. BACKFLOW PREVENTION TO BE PER LOCAL CODE.

7. LOCATION OF IRRIGATION COMPONENTS SHOWN ON DRAWING IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE.

8. ALL SPRINKLER HEADS SHALL BE INSTALLED PERPENDICULAR TO FINISH GRADES. EXCEPT AS OTHERWISE INDICATED.

9. INSTALL IRRIGATION MAINS WITH A MINIMUM 18" OF COVER BASED ON FINISH GRADES. INSTALL IRRIGATION LATERALS WITH MINIMUM 12" OF COVER BASED ON FINISH GRADES.

10. PIPE LOCATIONS ARE DIAGRAMATIC. VALVES AND MAINLINE SHOWN IN PAVED AREAS ARE FOR GRAPHIC CLARITY ONLY.

11. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH PIPE SIZES AS INDICATED.

12. ALL WIRE SPLICES OR CONNECTIONS SHALL BE MADE WITH APPROVED WATERPROOF WIRE CONNECTIONS AND BE IN A VALVE OR SPLICE BOX.

13. ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE 2-WIRE, UL APPROVED DIRECT BURY.

14. THE DESIGN IS BASED ON THE SITE INFORMATION AND/OR DRAWING SUPPLIED WITH THE DESIGN CRITERIA BEING SET (AREA TO BE IRRIGATED, EQUIPMENT MANUFACTURER AND MODEL TO BE USED, WATER SOURCE INFORMATION, ELECTRICAL POWER AVAILABILITY, ETC...). SITEONE LANDSCAPE SUPPLY BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS IN DESIGN OR INSTALLATION THAT ARISE DUE TO INACCURACIES IN THE ABOVE REFERENCED INFORMATION SUPPLIED TO SITEONE LANDSCAPE SUPPLY IN RELATION TO THIS PROJECT, UNLESS OTHERWISE NOTED.

CRITICAL ANALYSIS

P.O.C. NUMBER: 01

Water Source Information:

FLOW AVAILABLE

Water Meter Size: 1-1/2"

Flow Available 75 GPM

PRESSURE AVAILABLE

Static Pressure at POC: 74 PSI

Elevation Change: 5.00 ft

Service Line Size: 2"

Length of Service Line: 20 ft

Pressure Available: 71 PSI

DESIGN ANALYSIS

FLOW

Maximum Station Flow: 44 GPM

Flow Available at POC: 75 GPM

Residual Flow Available: 31 GPM

PRESSURE

Critical Station: A-5

Design Pressure: 30 PSI

Friction Loss: 5.13 PSI

Fittings Loss: 0.51 PSI

Elevation Loss: 0 PSI

Loss through Valve: 4.7 PSI

Pressure Req. at Critical Station: 40.3 PSI

Loss for Fittings: 0.23 PSI

Loss for Main Line: 2.3 PSI

Loss for POC to Valve Elevation: 0 PSI

Loss for Backflow: 6.5 PSI

Loss for Master Valve: 1.5 PSI

Loss for Water Meter: 1.3 PSI

Critical Station Pressure at POC: 52.2 PSI

Pressure Available: 71 PSI

Residual Pressure Available: 18.8 PSI

VALVE SCHEDULE FUTURE-METER-#1

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
A-1	HUNTER PCZ-101-40	1"	AREA FOR DRIPLINE	8.51	38.3	45.5	0.64 in/h
A-2	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	44	38.3	51.3	3.4 in/h
A-3	HUNTER PCZ-101-40	1"	AREA FOR DRIPLINE	9.99	41.7	48.9	0.64 in/h
A-4	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	26	37.3	48.9	3.4 in/h
A-5	HUNTER PGV-101G	1"	BUBBLER	25	40.3	52.2	3.4 in/h

WATERING SCHEDULE FUTURE-METER-#1

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
A-1	HUNTER PCZ-101-40	AREA FOR DRIPLINE	0.64 in/h	0.75	71	604	604
A-2	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	616	616
A-3	HUNTER PCZ-101-40	AREA FOR DRIPLINE	0.64 in/h	0.75	71	709	709
A-4	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	364	364
A-5	HUNTER PGV-101G	BUBBLER	3.4 in/h	0.75	14	350	350
TOTALS:					184	2,644	2,644

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Project Services

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PROJECT NAME

KARIS STREETSCAPE
INDUSTRIAL BLVD.
CROWLEY, TX, 76036

Project Title

LEGEND & NOTES

Project Number: 375834

Design Date: 10/12/2024

Drawn By: CLC

Checked By:

Drawing Scale: N.T.S.

Revisions

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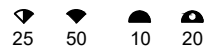
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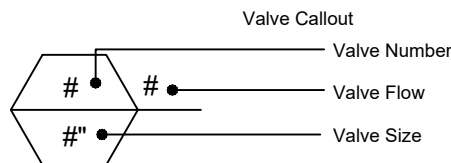
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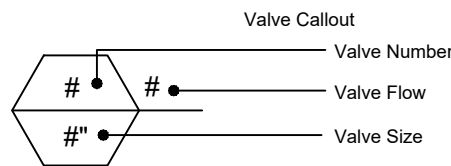
IRRIGATION SCHEDULE FUTURE-METER-#5

SYMBOL	MANUFACTURER/MODEL
	HUNTER PCB
SYMBOL	MANUFACTURER/MODEL
	HUNTER PGV-151 GLOBE
	MATCO-NORCA TBVC ISOLATION VALVE MAINLINE SIZE
	HUNTER PGV MASTER VALVE 2"
	FEBCO 850 DCA 1-1/2"
	HUNTER CONTROLLER W/EZ MODULE
	AQUALINE WYE STRAINER 1-1/2"
	WATER METER 1-1/2"
—————	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21
—————	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2 1/2"
=====	PIPE SLEEVE: PVC SCHEDULE 40



IRRIGATION SCHEDULE TIE IN #1

SYMBOL	MANUFACTURER/MODEL
	HUNTER PCB
SYMBOL	MANUFACTURER/MODEL
	HUNTER PGV-101G
	HUNTER PGV-151 GLOBE
	MATCO-NORCA TBVC ISOLATION VALVE MAINLINE SIZE
	HUNTER CONTROLLER (EXISTING)
—————	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21
—————	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2"



CRITICAL ANALYSIS

P.O.C. NUMBER: 03	
Water Source Information:	
FLOW AVAILABLE	
Water Meter Size:	1-1/2"
Flow Available:	75 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	74 PSI
Elevation Change:	5.00 ft
Service Line Size:	2"
Length of Service Line:	20 ft
Pressure Available:	71 PSI
DESIGN ANALYSIS	
FLOW	
Maximum Station Flow:	39 GPM
Flow Available at POC:	75 GPM
Residual Flow Available:	36 GPM
PRESSURE	
Critical Station:	B-4
Design Pressure:	30 PSI
Friction Loss:	5.18 PSI
Fittings Loss:	0.52 PSI
Elevation Loss:	0 PSI
Loss through Valve:	3 PSI
Pressure Req. at Critical Station:	38.7 PSI
Loss for Fittings:	0.62 PSI
Loss for Main Line:	6.15 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	6.5 PSI
Loss for Master Valve:	1.68 PSI
Loss for Water Meter:	3.16 PSI
Critical Station Pressure at POC:	56.8 PSI
Pressure Available:	71 PSI
Residual Pressure Available:	14.2 PSI

CRITICAL ANALYSIS

Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	50 GPM
Flow Available:	50 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	70 PSI
Pressure Available:	70 PSI
DESIGN ANALYSIS	
FLOW	
Maximum Station Flow:	33 GPM
Flow Available at POC:	50 GPM
Residual Flow Available:	17 GPM
PRESSURE	
Critical Station:	C-2
Design Pressure:	30 PSI
Friction Loss:	5.43 PSI
Fittings Loss:	0.54 PSI
Elevation Loss:	0 PSI
Loss through Valve:	3 PSI
Pressure Req. at Critical Station:	39.0 PSI
Loss for Fittings:	0.21 PSI
Loss for Main Line:	2.1 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Critical Station Pressure at POC:	41.3 PSI
Pressure Available:	70 PSI
Residual Pressure Available:	28.7 PSI

VALVE SCHEDULE FUTURE-METER-#5

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
B-1	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	27	38.9	48.5	3.4 in/h
B-2	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	39	38.2	51.8	3.4 in/h
B-3	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	38	38.6	53.4	3.4 in/h
B-4	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	39	38.7	56.8	3.4 in/h

WATERING SCHEDULE FUTURE-METER-#5

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
B-1	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	378	378
B-2	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	546	546
B-3	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	532	532
B-4	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	546	546
TOTALS:				56		2,002	2,002

VALVE SCHEDULE TIE IN #1

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
C-1	HUNTER PGV-101G	1"	BUBBLER	21	39.1	39.2	3.4 in/h
C-2	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	33	39.0	41.3	3.4 in/h

WATERING SCHEDULE TIE IN #1

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
C-1	HUNTER PGV-101G	BUBBLER	3.4 in/h	0.75	14	294	294
C-2	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	462	462
TOTALS:					28	756	756

IRRIGATION NOTES

1. IRRIGATION SYSTEM DESIGN BASED ON ZONING OF 50 GPM AT 74 PSI.
2. IRRIGATION DESIGN IS FROM THE POINT OF CONNECTION (POC) ONLY. THE DESIGN IS BASED ON GALLONS PER MINUTE (GPM) AND POUNDS PER SQUARE INCH (PSI) FURNISHED BY OTHERS.
3. IRRIGATION CONTRACTOR IS TO VERIFY POINT OF CONNECTION IN THE FIELD. INSTALLER IS TO CONFIRM THE MINIMUM DISCHARGE REQUIREMENTS OF THE POINT OF CONNECTION AS INDICATED ON THE LEGEND PRIOR TO INSTALLATION.
4. THE PRESSURE REQUIREMENT AT THE POINT OF CONNECTION IS BASED ON NO MORE THAN 5 FEET OF ELEVATION CHANGE IN THE AREAS OF IRRIGATION.
5. ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ACCORDING TO LOCAL BUILDING, ELECTRICAL, AND PLUMBING CODES.
6. IRRIGATION CONTRACTOR WILL ARRANGE INSPECTIONS REQUIRED BY LOCAL AGENCIES AND ORDINANCES DURING THE COURSE OF CONSTRUCTION AS REQUIRED. ALL WIRING TO BE PER LOCAL CODE. BACKFLOW PREVENTION TO BE PER LOCAL CODE.
7. LOCATION OF IRRIGATION COMPONENTS SHOWN ON DRAWING IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE.
8. ALL SPRINKLER HEADS SHALL BE INSTALLED PERPENDICULAR TO FINISH GRADES. EXCEPT AS OTHERWISE INDICATED.
9. INSTALL IRRIGATION MAINS WITH A MINIMUM 18" OF COVER BASED ON FINISH GRADES. INSTALL IRRIGATION LATERALS WITH MINIMUM 12" OF COVER BASED ON FINISH GRADES.
10. PIPE LOCATIONS ARE DIAGRAMATIC. VALVES AND MAINLINE SHOWN IN PAVED AREAS ARE FOR GRAPHIC CLARITY ONLY.
11. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH PIPE SIZES AS INDICATED.
12. ALL WIRE SPLICES OR CONNECTIONS SHALL BE MADE WITH APPROVED WATERPROOF WIRE CONNECTIONS AND BE IN A VALVE OR SPLICE BOX.
13. ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE 2-WIRE, UL APPROVED DIRECT BURY.
14. THE DESIGN IS BASED ON THE SITE INFORMATION AND/OR DRAWING SUPPLIED WITH THE DESIGN CRITERIA BEING SET (AREA TO BE IRRIGATED, EQUIPMENT MANUFACTURER AND MODEL TO BE USED, WATER SOURCE INFORMATION, ELECTRICAL POWER AVAILABILITY, ETC...). SITEONE LANDSCAPE SUPPLY BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS IN DESIGN OR INSTALLATION THAT ARISE DUE TO INACCURACIES IN THE ABOVE REFERENCED INFORMATION SUPPLIED TO SITEONE LANDSCAPE SUPPLY IN RELATION TO THIS PROJECT, UNLESS OTHERWISE NOTED.

IRRIGATION NOTES

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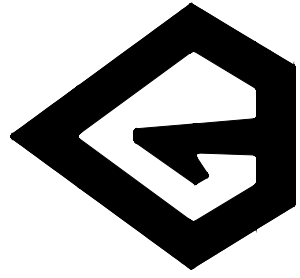
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Project Services



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KARIS STREETSCAPE
INDUSTRIAL BLVD.
CROWLEY, TX, 76036

PROJECT NAME

Project Title

LEGEND & NOTES

Project Number: 375834
Design Date: 10/12/2024
Drawn By: CLC
Checked By:
Drawing Scale: N.T.S.

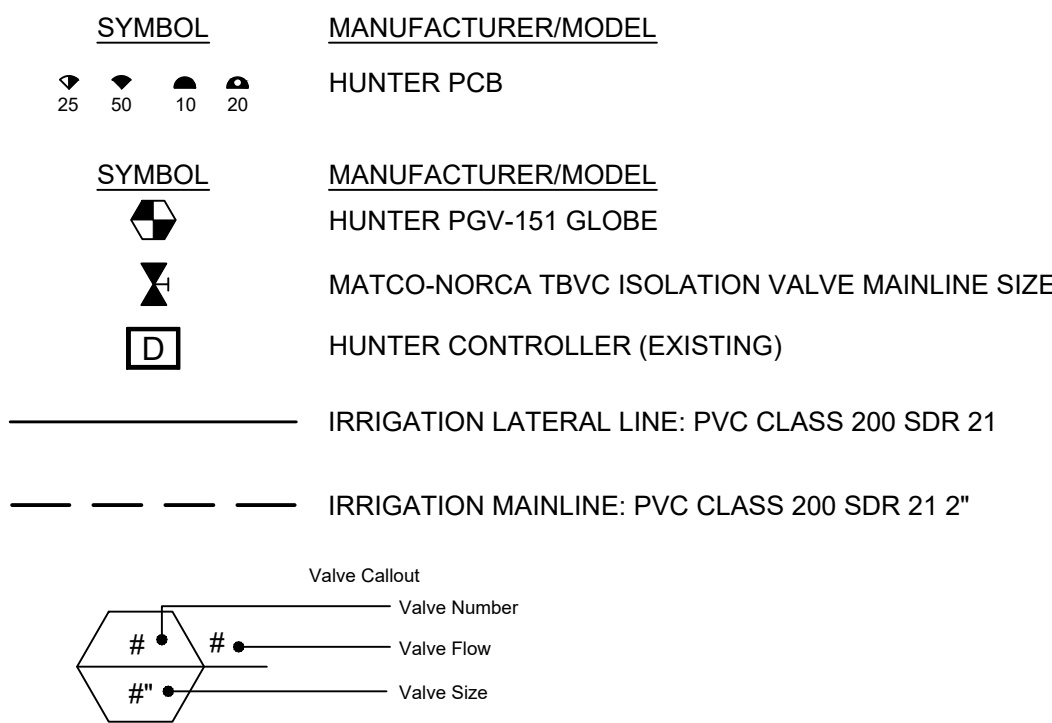
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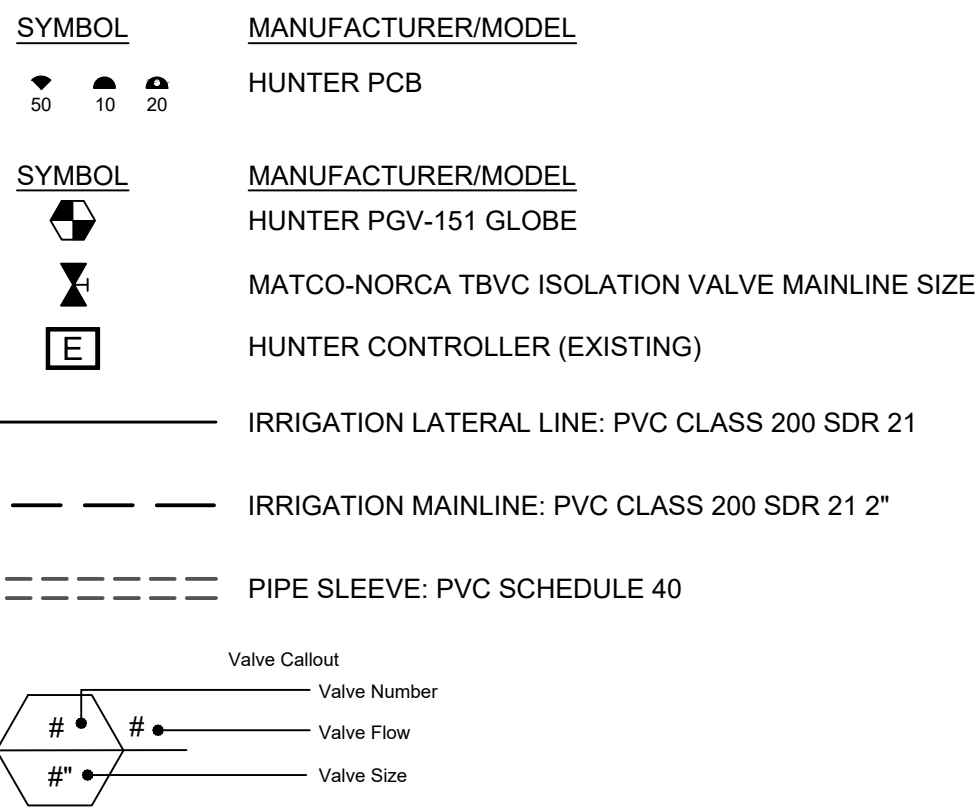
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Sheet: 9 OF 11

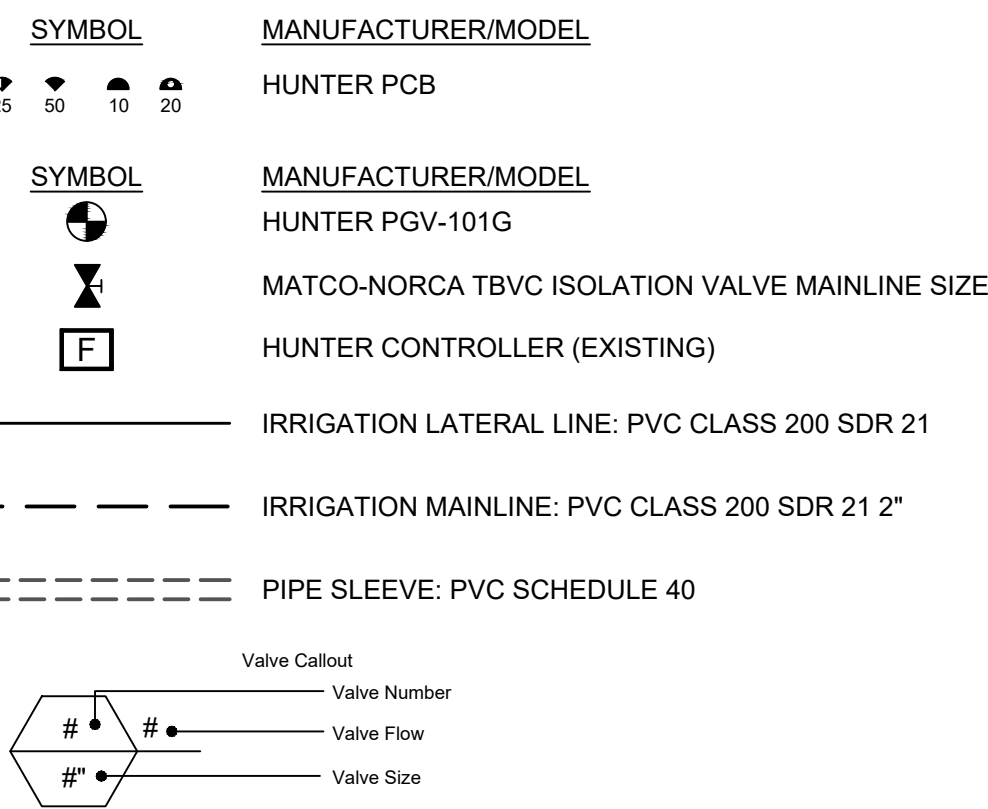
IRRIGATION SCHEDULE TIE IN #2



IRRIGATION SCHEDULE TIE IN #2 TO EXISTING 1A



IRRIGATION SCHEDULE TIE IN #4



CRITICAL ANALYSIS

Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	50 GPM
Flow Available	50 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	70 PSI
Pressure Available:	70 PSI
DESIGN ANALYSIS	
FLOW	
Maximum Station Flow:	29 GPM
Flow Available at POC:	50 GPM
Residual Flow Available:	21 GPM
PRESSURE	
Critical Station:	D-1
Design Pressure:	30 PSI
Friction Loss:	5.45 PSI
Fittings Loss:	0.54 PSI
Elevation Loss:	0 PSI
Loss through Valve:	3 PSI
Pressure Req. at Critical Station:	39.0 PSI
Loss for Fittings:	0.01 PSI
Loss for Main Line:	0.05 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Critical Station Pressure at POC:	39.1 PSI
Pressure Available:	70 PSI
Residual Pressure Available:	30.9 PSI

CRITICAL ANALYSIS

Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	50 GPM
Flow Available	50 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	70 PSI
Pressure Available:	70 PSI
DESIGN ANALYSIS	
FLOW	
Maximum Station Flow:	26 GPM
Flow Available at POC:	50 GPM
Residual Flow Available:	24 GPM
PRESSURE	
Critical Station:	E-1
Design Pressure:	30 PSI
Friction Loss:	4.86 PSI
Fittings Loss:	0.49 PSI
Elevation Loss:	0 PSI
Loss through Valve:	3 PSI
Pressure Req. at Critical Station:	38.3 PSI
Loss for Fittings:	0.06 PSI
Loss for Main Line:	0.59 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Critical Station Pressure at POC:	39.0 PSI
Pressure Available:	70 PSI
Residual Pressure Available:	31.0 PSI

CRITICAL ANALYSIS

Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	50 GPM
Flow Available	50 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	70 PSI
Pressure Available:	70 PSI
DESIGN ANALYSIS	
FLOW	
Maximum Station Flow:	5 GPM
Flow Available at POC:	50 GPM
Residual Flow Available:	45 GPM
PRESSURE	
Critical Station:	F-1
Design Pressure:	30 PSI
Friction Loss:	0.6 PSI
Fittings Loss:	0.06 PSI
Elevation Loss:	0 PSI
Loss through Valve:	1.9 PSI
Pressure Req. at Critical Station:	32.6 PSI
Loss for Fittings:	0.0 PSI
Loss for Main Line:	0.0 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Critical Station Pressure at POC:	32.6 PSI
Pressure Available:	70 PSI
Residual Pressure Available:	37.4 PSI

VALVE SCHEDULE TIE IN #2

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
D-1	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	29	39.0	39.1	3.4 in/h

WATERING SCHEDULE TIE IN #2

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
D-1	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	406	406
TOTALS:					14	406	406

VALVE SCHEDULE TIE IN #2 TO EXISTING 1A

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
E-1	HUNTER PGV-151 GLOBE	1-1/2"	BUBBLER	26	38.3	39.0	3.4 in/h

WATERING SCHEDULE TIE IN #2 TO EXISTING 1A

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
E-1	HUNTER PGV-151 GLOBE	BUBBLER	3.4 in/h	0.75	14	364	364
TOTALS:					14	364	364

VALVE SCHEDULE TIE IN #4

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
F-1	HUNTER PGV-101G	1"	BUBBLER	5	32.6	32.6	3.4 in/h

WATERING SCHEDULE TIE IN #4

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
F-1	HUNTER PGV-101G	BUBBLER	3.4 in/h	0.75	14	70	70
TOTALS:					14	70	70

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PROJECT NAME

KARIS STREETSCAPE
INDUSTRIAL BLVD.
CROWLEY, TX, 76036

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LEGEND & NOTES

Project Number: 375834
Design Date: 10/12/2024
Drawn By: CLC
Checked By:
Drawing Scale: N.T.S.

Revisions	Date
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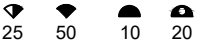
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Sheet: 10 OF 11

IRRIGATION SCHEDULE TIE IN #4 TO EXISTING AMENITY CENTER

SYMBOL



MANUFACTURER/MODEL

HUNTER PCB

SYMBOL



MANUFACTURER/MODEL

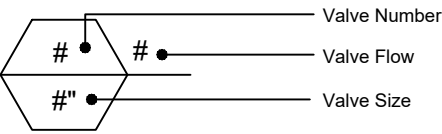
HUNTER PGV-101G
MATCO-NORCA TBVC ISOLATION VALVE MAINLINE SIZE
HUNTER CONTROLLER (EXISTING)

IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21

IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2"

PIPE SLEEVE: PVC SCHEDULE 40

Valve Callout



IRRIGATION SCHEDULE TIE IN #3 TO EXISTING 1B

SYMBOL



MANUFACTURER/MODEL

HUNTER PCB

SYMBOL



MANUFACTURER/MODEL

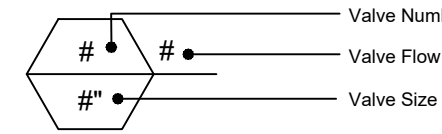
HUNTER PGV-101G
MATCO-NORCA TBVC ISOLATION VALVE MAINLINE SIZE
HUNTER CONTROLLER (EXISTING)

IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21

IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2"

PIPE SLEEVE: PVC SCHEDULE 40

Valve Callout



CRITICAL ANALYSIS

Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	50 GPM
Flow Available	50 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	70 PSI
Pressure Available:	70 PSI
DESIGN ANALYSIS	
FLOW	
Maximum Station Flow:	2 GPM
Flow Available at POC:	50 GPM
Residual Flow Available:	48 GPM
PRESSURE	
Critical Station:	G-1
Design Pressure:	30 PSI
Friction Loss:	0.07 PSI
Fittings Loss:	0.01 PSI
Elevation Loss:	0 PSI
Loss through Valve:	1.3 PSI
Pressure Req. at Critical Station:	31.4 PSI
Loss for Fittings:	0.0 PSI
Loss for Main Line:	0.0 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Critical Station Pressure at POC:	31.4 PSI
Pressure Available:	70 PSI
Residual Pressure Available:	38.6 PSI

CRITICAL ANALYSIS

Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	50 GPM
Flow Available	50 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	70 PSI
Pressure Available:	70 PSI
DESIGN ANALYSIS	
FLOW	
Maximum Station Flow:	29 GPM
Flow Available at POC:	50 GPM
Residual Flow Available:	21 GPM
PRESSURE	
Critical Station:	H-1
Design Pressure:	30 PSI
Friction Loss:	5.08 PSI
Fittings Loss:	0.51 PSI
Elevation Loss:	0 PSI
Loss through Valve:	3.58 PSI
Pressure Req. at Critical Station:	39.2 PSI
Loss for Fittings:	0.01 PSI
Loss for Main Line:	0.1 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Critical Station Pressure at POC:	39.3 PSI
Pressure Available:	70 PSI
Residual Pressure Available:	30.7 PSI

VALVE SCHEDULE TIE IN #4 TO EXISTING AMENITY CENTER

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
G-1	HUNTER PGV-101G	1"	BUBBLER	2	31.4	31.4	3.4 in/h

WATERING SCHEDULE TIE IN #4 TO EXISTING AMENITY CENTER

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
G-1	HUNTER PGV-101G	BUBBLER	3.4 in/h	0.75	14	28	28
		TOTALS:			14	28	28

VALVE SCHEDULE TIE IN #3 TO EXISTING 1B

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
H-1	HUNTER PGV-101G	1"	BUBBLER	21	39.2	39.3	3.4 in/h

WATERING SCHEDULE TIE IN #3 TO EXISTING 1B

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
H-1	HUNTER PGV-101G	BUBBLER	3.4 in/h	0.75	14	294	294
		TOTALS:			14	294	294

IRRIGATION NOTES

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- ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE 2-WIRE, UL APPROVED DIRECT BURY.
- THE DESIGN IS BASED ON THE SITE INFORMATION AND/OR DRAWING SUPPLIED WITH THE DESIGN CRITERIA BEING SET (AREA TO BE IRRIGATED, EQUIPMENT MANUFACTURER AND MODEL TO BE USED, WATER SOURCE INFORMATION, ELECTRICAL POWER AVAILABILITY, ETC...). SITEONE LANDSCAPE SUPPLY BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS IN DESIGN OR INSTALLATION THAT ARISE DUE TO INACCURACIES IN THE ABOVE REFERENCED INFORMATION SUPPLIED TO SITEONE LANDSCAPE SUPPLY IN RELATION TO THIS PROJECT, UNLESS OTHERWISE NOTED.

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PROJECT NAME

KARIS STREETSCAPE
INDUSTRIAL BLVD.
CROWLEY, TX, 76036

Project Title

LEGEND & NOTES

Project Number: 375834

Design Date: 10/12/2024

Drawn By: CLC

Checked By:

Drawing Scale: N.T.S.

Revisions

Date

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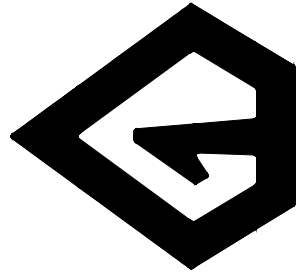
Sheet Number:

IR-11

Sheet: 11 OF 11

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Project Services



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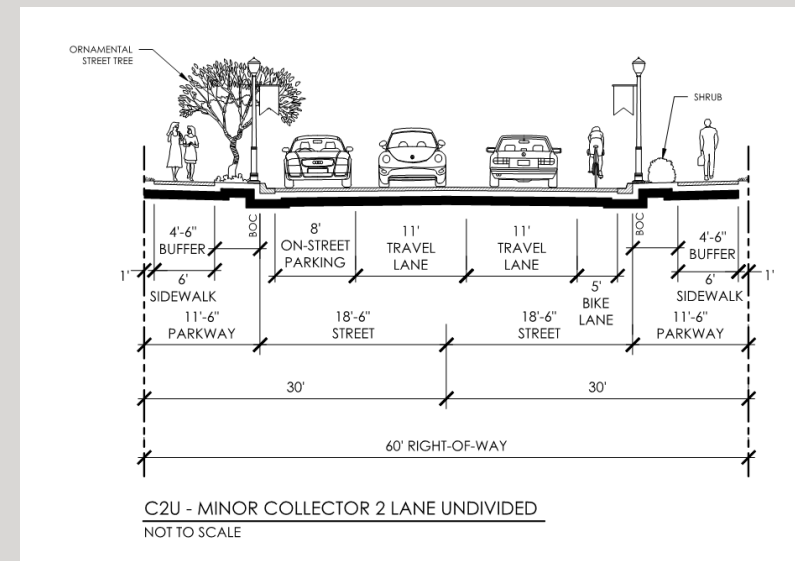
Minor Collector 2-lane Undivided: Typical C2U Cross-Section

Location:

- Throughout City (Refer to MTP)

Typical Facility Standards:

- 60-foot right-of-way
- Roadway options include:
 - 11-foot travel lanes minimum
 - Variable width landscape median
- Parkway options include:
 - 6-foot sidewalk
 - Landscapes buffer area
 - 10-foot multi-purpose path (pedestrian and cyclist)



Minor Collector 2-lane Undivided: C2U Downtown Cross-Section

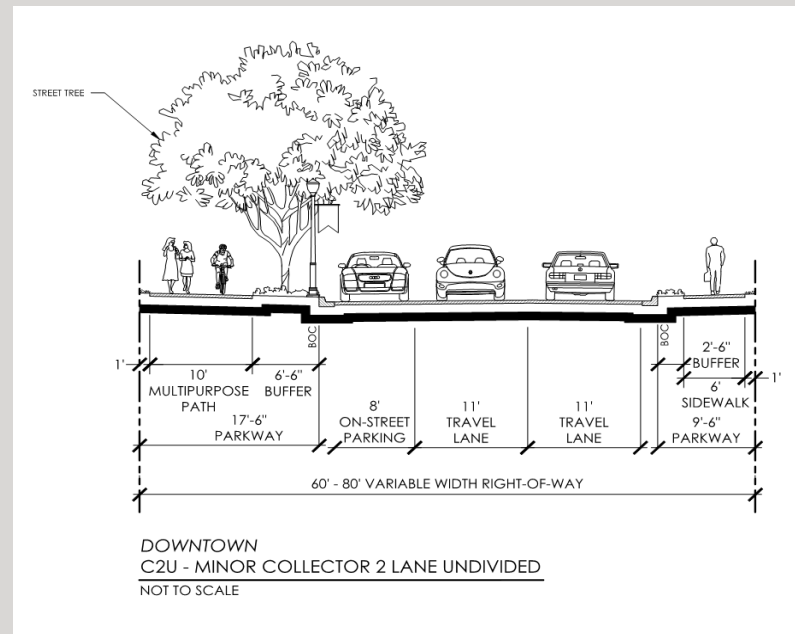
Location:

- Main Street (west of Beverly Street)
- Main Street (east of FM 731 to bridge)
- S. Beverly (from Main Street to Longhorn Trail)

Note: Main Street between Beverly Street and FM 731 improvements approved by City and TXDOT and under construction at adoption of this plan

Typical Facility Standards:

- Variable width right-of-way
- Roadway consists of:
 - 11-foot travel lanes
 - On-street parking (varies by location and segment)
- Parkway options include:
 - 6-8-foot sidewalk
 - Landscaped buffer area
 - 10-foot multi-purpose path (pedestrian and cyclist)





City of Crowley, Texas City Council Agenda Report

Presenter: Carol Konhauser	Meeting Date: February 6, 2025
Department: City Secretary	Agenda Item: VI.6.
Subject: Discuss and consider adoption of Joint Resolution R02-2025-443 a Joint Resolution between the City of Crowley and the Crowley Independent School District Board of Trustees, to enter into an agreement to hold a joint election in precincts that can be served by common polling places and authorizing the Mayor to execute said agreement.	

Background:

House Bill 1 (2006) requires School Districts hold joint elections where voters may and shall be served by a common polling place(s). The Texas Education Code 11.0581 requires:

Sec. 11.0581. JOINT ELECTIONS REQUIRED.

- a. An election for trustees of an independent school district shall be held on the same date as:
 1. the election for the members of the governing body of a municipality located in the school district; or
 2. the general election for state and county officers.
- b. Elections held on the same date as provided by Subsection (a) shall be held as a joint election under Chapter 271, Election Code.
- c. The voters of a joint election under this section shall be served by common polling places consistent with Section 271.003(b), Election Code.
- d. The board of trustees of an independent school district changing an election date to comply with this section shall adjust the terms of office of its members to conform to the new election date.

Recommendation:

Staff recommends approval of Resolution.

Financial Information:

The CISD will pay all costs associated with their election and split personnel compensation expenses. Additionally, the election allows for an organization to charge a 10% administrative fee in addition to the cost of holding an election which has been included in this contract.

Attachments:

1. Joint Resolution R02-2025-443 and agreement 2025
2. Joint Election Resolution Exhibits - Estimated Expenses

CITY OF CROWLEY RESOLUTION NO. R02-2025-443

**CROWLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES RESOLUTION NO. _____**

**A JOINT RESOLUTION BETWEEN THE CITY OF CROWLEY AND THE
CROWLEY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES,
CROWLEY, TEXAS, TO ENTER INTO AN AGREEMENT TO HOLD A JOINT
ELECTION IN PRECINCTS THAT CAN BE SERVED BY COMMON POLLING
PLACES.**

WHEREAS, the City of Crowley - Tarrant and Johnson County (the "City") and Crowley Independent School District - Johnson County (the "District") are required to conduct elections annually on the May uniform election date; and

WHEREAS, Section 271.002, of the Texas Election Code authorizes governing bodies of political subdivisions to enter into agreements to hold joint elections in election precincts that can be served by common polling places; and

WHEREAS, Section 11.0581 of the Texas Education Code requires school districts to hold elections on the same date as either the election for the members of the governing body of a municipality located in the school district or the general election for state and county officers and to hold such elections jointly; and

WHEREAS, it is deemed to be in the best interest of the citizens residing in both of the political subdivisions to have a joint election on May 3, 2025, pursuant to the above cited provisions of the Election Code; and

WHEREAS, the City has expressed its willingness to hold its May 3, 2025 election jointly with the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS AND THE BOARD OF TRUSTEES OF THE CROWLEY INDEPENDENT SCHOOL DISTRICT; THAT

Section 1.

The said Joint Election Agreement (Exhibit "A") for election services shall be deemed an agreement authorized by this Resolution between the City of Crowley (the "City") and the Crowley Independent School District (the "District") for the purpose of conducting an election on May 3, 2025, and that both entities desire and are eligible to conduct a joint election.

Section 2.

This Resolution shall become effective from and after its passage by the City and the District.

PASSED AND APPROVED ON THIS _____ day of _____, 2025 by the Crowley City Council.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Konhauser
City Secretary, City of Crowley

PASSED AND APPROVED ON THIS _____ day of _____, 2024 by the Crowley
Independent School District Board of Trustees.

La Tonya Woodson, PhD, President
Board of Education
Crowley Independent School District

ATTEST:

_____, Secretary
Board of Education
Crowley Independent School District

JOINT ELECTION AGREEMENT
BETWEEN
CITY OF CROWLEY, TEXAS
AND
CROWLEY INDEPENDENT SCHOOL DISTRICT

This Agreement made by and between the City of Crowley, Texas, hereinafter referred to as the "City" and Crowley Independent School District, a political subdivision organized under the school laws of the State of Texas, hereinafter referred to as the "District" and by the authority of Section 11.0581 of the Texas Education Code and Section 271.002 of the Texas Election Code for the conduct and supervision of the Districts election for the election of its trustees.

I. RECITALS

The Texas Education Code § 11.0581 requires that a joint election be held on the same date as the municipality's election or the general election.

The District anticipates holding an election for the purpose of electing trustees of the District on May 3, 2025. The City anticipates holding an election for the purpose of electing City officials on May 3, 2025. Therefore, the District desires and requests to hold a joint election with the City.

II. VOTING SYSTEM

The City utilizes paper ballots in conjunction with the Election Systems and Software (ES&S) Model M100 Ballot Scanner and the ES&S Express Vote (ADA compliant) approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended. The Express Vote is compliant with the accessibility requirements for persons with disabilities set forth by the Texas Election Code Section 61.012. The City owns the M100 Ballot Scanners and contracts with Johnson County Elections Office to lease the ES&S Express Vote units.

III. DUTIES AND SERVICES OF THE ELECTION ADMINSTRATOR

The City Secretary performs Election Administrator duties for the City of Crowley municipal election. The City agrees to coordinate, supervise, and conduct a Joint Election with the District on May 3, 2025, for the registered voters of Johnson County, Texas, residing within the district in accordance with the provisions of the Texas Election Code and as outlined in this agreement.

The City's Election Administrator shall perform the following duties and shall furnish the following services and equipment:

a. The Election Administrator shall arrange for appointment, notification, training, and compensation of all presiding judges, alternate judges, Central Counting Station personnel, Early Voting Ballot Board personnel and election clerks.

1. The Election Administrator shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of their appointment. The Election Administrator will determine the necessary number of clerks to work the Early Voting Ballot Board and Central Counting Station.

2. The Election Administrator will design a training program and ensure all election judges and clerks complete the required training instruction (dates to be determined).

3. The Election Administrator shall compensate each election judge and worker. Each judge shall receive \$14.00 per hour for services rendered. Each alternate judge shall receive \$13.00 for services rendered. Each clerk shall receive \$12.00 per hour for services rendered. A work week is Saturday at 12:00 am thru Friday 11:59 pm. Judges will be compensated \$25.00 for pick-up and delivery of any supplies as needed.

b. The Election Administrator shall procure, prepare, and distribute voting machines, election kits and election supplies.

1. The Election Administrator is responsible for procuring election kits which include the legal documentation required to hold an election and all necessary supplies such as locks, pens, markers, tape, etc.

2. The Election Administrator shall secure all tables, chairs, and legal documentation required to run the Early Voting Ballot Board and Central Counting Station.

3. The Election Administrator will coordinate with the appropriate county offices to obtain lists of registered voters required for use during Early Voting and on Election Day.

4. The Election Administrator shall procure and arrange for the distribution of all election equipment required to hold an election to include ADA compliant equipment.

5. The Election Administrator shall arrange for the printing of ballots and programming of data cards for use with the electronic voting systems.

c. The Election Administrator will be appointed the Early Voting Clerk by the City and the District.

1. The Early Voting Clerk shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies as required.

2. Early Voting by personal appearance for the City and the District's May 3, 2025, Joint General Election shall be conducted during the time period and at the location listed in Section V, *Voting Times and Locations*, of this agreement.

3. All applications for an Early Voting mail ballots shall be received and processed by the respective County Elections Administration Office located at the below addresses:



Tarrant County (USPS):
Tarrant County Elections
P.O Box 961011
Fort Worth, TX 76161

(Express Courier)
Tarrant County Elections
2700 Premier St
Fort Worth, TX 76111

Tarrant County Fax: (817) 831-6118

Tarrant County Email: votebymail@tarrantcounty.com



Johnson County
Johnson County Elections Office
103 S Walnut St
Cleburne TX 76033

Johnson County Email: vote@johnsoncountytexas.org



4. Applications for mail ballots erroneously mailed to the City or District shall immediately be forwarded to the appropriate County Elections Office for processing.
5. All Early Voting ballots (cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code.
- d. The Election Administrator shall arrange for the use and set-up of the designated voting, ballot board and central counting station locations.
- e. The Election Administrator will ensure the Public Logic and Accuracy Tests of the electronic voting systems are conducted as required by the Texas Election Code and Texas Administrative Code. Notices of Public Logic and Accuracy Tests will be published in a newspaper of local circulation and provided to the District for posting.
- f. The Election Administrator shall serve as the Central Counting Station Manager and is responsible for appointing the Tabulation Supervisor and Central Counting Station Judge. The Central Counting Station Manager will establish and operate the Central Counting Station in accordance with Chapter 127 of the Texas Election Code.
- g. The Election Administrator shall prepare the unofficial canvass report after all ballots have been counted and will provide a copy of the unofficial canvass to the District as soon as possible after all returns have been tallied.
- h. The Election Administrator will prepare the following election records to be returned to the District no later than 12:00 p.m., the Monday following Election Day: (1) Return Sheet from each polling location and for early voting, showing the number of votes received by each candidate and the total number of voters; (2) copy of the Combination Form (Poll List/Signature Roster) from each polling location, and for early voting.
- i. The Election Administrator shall be appointed the custodian of all election records and material and will retain such records as required by the Texas Election Code.

IV. DUTIES AND SERVICES OF THE DISTRICT

The District shall assume the following responsibilities:

- a. The District shall prepare the districts election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the CISD Board of Trustees. The District assumes the responsibility of posting and publishing all notices and likewise promoting the schedules for Early Voting and Election Day.

- b. The District shall post notice of deadline to file applications, process district applications, and certify candidates.
- c. The District shall be responsible for conducting the drawing to determine the order in which names of candidates are to be printed on the ballot.
- d. The District shall provide the City with the ballot layout in a Microsoft Word document showing the order and the exact manner in which the candidates and any measures are to appear on the official ballot along with any required translations. The District will be required to approve the ballot prior to final printing. Sample ballots will be provided to the District for posting.
- e. The District will be responsible for canvassing the official results between the 3rd and 11th day following the election.

V. VOTING TIMES AND LOCATIONS

The polling place for the City of Crowley Municipal Election and the Crowley Independent School District, Johnson County voters will be **Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036**. This will be the location for both Early Voting and Election Day Voting.

Early voting by personal appearance shall be conducted between the hours of 8:00 a.m. until 5:00 p.m. on each day which is not a Saturday or Sunday, or an official State or Federal Holiday, beginning on Monday, April 21, 2025, and continuing through Tuesday, April 30, 2024 with expanded hours of 7:00 a.m. to 7:00 p.m. on Monday, April 29, 2024 and Tuesday, April 29, 2025. Early Voting by personal appearance shall be at the **Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036**. Applications for early voting by mail shall be delivered or mailed to the respective county election offices listed above, not earlier than Monday, January 1, 2025, and not later than the close of business on Tuesday, April 22, 2025, regardless of method of delivery.

VI. PAYMENT FOR ELECTIONS SERVICES

In consideration for the services and expenses provided by the City for conducting election services, the City shall be reimbursed as follows:

- a. **Joint Election - City of Crowley and Crowley Independent School District jointly hold an election.** The District agrees to reimburse the City for the expenses as outlined in Exhibit B, *Estimated Cost if Holding a Joint Election*. The participating authorities agree to equally share the costs of administering the joint election where feasible. The City agrees to furnish the District with a detailed cost estimate of election expenses, within 10 business days following Election Day. A final expense invoice will be determined within 30 calendar days after the election and sent to the District. It is agreed that the final invoice total will be remitted to the City no later than thirty (30) days after receipt of the final invoice.
- b. **District Election Only - City of Crowley Election cancelled.** The District agrees to reimburse the City for the expenses as outlined in Exhibit C, *Estimated Cost if City Municipal Election is Cancelled*. The participating authorities agree the District will be responsible for 100 percent of the costs of administering the election for the Crowley Independent School District. The City agrees to furnish the District with a detailed cost estimate of election expenses, within 10 business days following Election Day. A final expense invoice will be determined within 30 calendar days after the election and sent to the District. It is agreed that the final invoice total will be remitted to the City no later than thirty (30) days after receipt of the final invoice.

c. **Run Off Election.** The District elects board members based on plurality votes. Therefore, a District run-off election will not be required. If the City requires a run-off election, the costs associated with such election will be the sole responsibility of the City.

d. **Termination of District Election.** In the event the District cancels an election due to all candidates being unopposed, this agreement will be terminated and the District will be responsible for any election expenses incurred prior to cancellation.

APPROVED AND AGREED TO BY THE CROWLEY CITY COUNCIL ON THE
_____ DAY OF _____, 2025.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Konhauser
City Secretary, City of Crowley

APPROVED AS TO FORM:

Rob Allibon
Attorney, City of Crowley

ACCEPTED AND AGREED TO BY THE CROWLEY INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES ON THIS ____ DAY OF _____, 20 ____.

Daryl R. Davis, II, President
Board of Education
Crowley Independent School District

ATTEST:

Nedra Robinson, Secretary
Board of Education
Crowley Independent School District

Estimated Cost if Holding a Joint Election

Voting Equipment			Estimated		Actual
	Rental M100 Optical Scanner (1 EV and 1 Election Day)		\$ 250.00		\$ -
Shared	Rental ES&S Express Vote for HAVA		\$ 250.00		\$ -
Some costs Shared	Programming charges for data cards (M100 and Automark) and shipping		\$ 1,100.00		
Charged cost per number of ballots ordered	Ballot Layout and Printing (700 ballots)		\$ 150.00		
Shared	Public Logic and Accuracy Testing (\$15.00 x 2 hrs x 2 people)		\$ 30.00		
Shared	Publish Notice of Logic and Accuracy Testing		\$ 42.00		
Shared	Pick-up and return Automark (2 trips x \$25.00 each)		\$ 25.00		
No Charge	Building Rental (\$10.00 x 2 days x 14 hrs)		\$ -		
Ballot Board/Counting Station Personnel Expenses			Estimated		Actual
Shared	Ballot Board Judge (\$18.00 x 6 hrs x 1 judge)		\$ 54.00		
Shared	Ballot Board Personnel (\$15.00 x 5 hrs x 6 clerks)		\$ 225.00		
Shared	Preparation of Supplies and Ballots - (\$30.00 x 10 hr x 1 personnel)		\$ 150.00		
Shared	Central Counting Station Manager (\$30.00 x 6 hr x 1 personnel)		\$ 90.00		
Shared	Central Counting Station Personnel (\$15.00 x 6 hr x 6 clerks)		\$ 270.00		
Shared	Police Chief Key Delivery (\$40 x 1 hr x 1 PD Chief)		\$ 20.00		
Early Voting and Election Day Expenses			Estimated		Actual
Shared	Early Voting Kit		\$ 21.00		
Charged per mailed ballot	Ballot by Mail Kits (20 each @ \$2.00)		\$ 40.00		
Shared	Early Voting Judge (\$18.00 x 75 hrs x 1 judge)		\$ 675.00		
Shared	Early Voting Alt Judge (\$17.00 x 75 hrs x 1 Alt Judge)		\$ 637.50		
Shared	Early Voting Translator (\$16.00 x 75 hrs x 1 Translator)		\$ 600.00		
Shared	Early Voting Clerks (\$15.00 x 75 hrs x 2 clerks)		\$ 1,125.00		
Shared	Election Day Voting Kit		\$ 21.00		
Shared	Election Day Judge (\$18.00 x 15 hrs x 1 judge)		\$ 135.00		
Shared	Election Day Alt Judge (\$17.00 x 15 hrs x 1 alt judge)		\$ 127.50		

Shared	Election Day Translator (\$16.00 x 15 hrs x 1 Translator)		\$ 120.00		
Shared	Election Day Clerks (\$15.00 x 15 hrs x 2 clerks)		\$ 225.00		
Shared	Supplies: Toner, seals, pens, paper, etc		\$ <u>50.00</u>		
	SUBTOTAL		\$ 6,433.00		
Administrative Fee			Estimated		Actual
	10% of Subtotal		\$ 643.30		
	TOTAL COSTS		\$ 7,076.30		

Estimated Cost if City Municipal Election is Cancelled

Voting Equipment			Estimated		Actual
	Rental M100 Optical Scanner (1 EV and 1 Election Day)		\$ 250.00		\$ -
	Rental ES&S Express Vote unit for HAVA		\$ 500.00		\$ -
	Programming charges for data cards (M100 and Automark) and shipping		\$ 1,275.00		
Charged cost per number of ballots ordered	Ballot Layout and Printing (700 ballots)		\$ 150.00		
	Public Logic and Accuracy Testing (2 hrs x 2 people @ \$15.00 hr)		\$ 60.00		
	Publish Notice of Logic and Accuracy Testing		\$ 85.00		
	Pick-up and return Express Vote (2 trips x \$25.00 each)		\$ 50.00		
	Building Rental (\$10.00 x 1 days x 14 hrs) <i>Days City Hall is not open</i>		\$ 140.00		
Ballot Board/Counting Station Personnel Expenses			Estimated		Actual
	Ballot Board Judge (\$18.00 x 6 hrs x 1 judge)		\$ 108.00		
	Ballot Board Personnel (\$15.00 x 5 hrs x 6 clerks)		\$ 450.00		
	Preparation of Supplies and Ballots - (\$30.00 x 10 hr x 1 personnel)		\$ 300.00		
	Central Counting Station Manager (\$30.00 x 6 hr x 1 personnel)		\$ 180.00		
	Central Counting Station Personnel (\$15.00 x 6 hr x 6 clerks)		\$ 540.00		
	Police Chief Key Delivery (\$40 x 1 hr x 1 PD Chief)		\$ 40.00		
Early Voting and Election Day Expenses			Estimated		Actual
	Early Voting Kit		\$ 42.00		
Charged per mailed ballot	Ballot by Mail Kits (20 each @ \$2.00)		\$ 40.00		
	Early Voting Judge (\$18.00 x 75 hrs x 1 judge)		\$ 1,350.00		
	Early Voting Alt Judge (\$17.00 x 75 hrs x 1 Alt Judge)		\$ 1,275.00		
	Early Voting Translator (\$16.00 x 75 hrs x 1 Translator)		\$ 1,200.00		
	Early Voting Clerks (\$15.00 x 75 hrs x 2 clerks)		\$ 2,250.00		
	Election Day Voting Kit		\$ 42.00		
	Election Day Judge (\$18.00 x 15 hrs x 1 judge)		\$ 270.00		
	Election Day Alt Judge (\$17.00 x 15 hrs x 1 alt judge)		\$ 255.00		

	Election Day Translator (\$16.00 x 15 hrs x 1 Translator)		\$ 240.00		
	Election Day Clerks (\$15.00 x 15 hrs x 2 clerks)		\$ 450.00		
	Supplies: Toner, seals, pens, paper, etc		\$ <u>100.00</u>		
	SUBTOTAL		\$ 11,642.00		
Administrative Fee			Estimated		Actual
	10% of Subtotal		\$ 1,164.20		
	TOTAL COSTS		\$ 12,806.20		



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Konhauser	Meeting Date: February 6, 2025
Department: City Secretary	Agenda Item: VI.7.
Subject: Discuss and consider adoption of Ordinance 02-2025-555 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 03, 2025; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.	

Background:

Passage of Ordinance 02-2025-455 will order the general election to elect Office of the Mayor, City Council Place 2, and City Council Place 3 and authorize the Mayor to execute the Notice of Election for a General Election. The Notice of General Election will be posted and published in English, Spanish and Vietnamese. This notice describes the nature and date of the election; location and hours of the polling places; location, date and hours for early voting as prescribed by the Texas Secretary of State.

Additionally, the City will be conducting the Crowley ISD (Johnson County) Election; The Cisd will pay all costs associated with their election and split personnel compensation costs.

-

Recommendation:

Staff recommends approving the ordinance calling the General Election

Financial Information:

The average cost to hold an election when the City does not cost share with the Crowley ISD is \$15,000. If costs are shared with the Crowley ISD, the costs of an election is approximately \$8,000.

Attachments:

1. Ord 02-2025-555 General Election
2. Election Order 2025
3. Notice of General Election 2025

ORDINANCE NO. 02-2025-555

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, CALLING FOR AND ORDERING A JOINT GENERAL ELECTION TO BE HELD ON MAY 3, 2025; APPOINTING AN ELECTION ADMINISTRATOR, VOTING CLERK, ELECTION JUDGE AND ALTERNATE ELECTION JUDGE; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DATES; PRESCRIBING THE HOURS; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for City Council members of the City of Crowley is required to be held on May 3, 2025, at which time the voters will elect persons to fill the positions of City Council Place 2, City Council Place 3 and the Office of the Mayor; and

WHEREAS, pursuant to the City Charter as amended in 2013 the offices of the Mayor and Council Members are for 3-year terms, and

WHEREAS, it is the intention of the City Council to designate polling places for the election, to appoint the necessary election officers, and to establish and set for the procedures for conducting the election; and

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

Section 1. General Election Called. An election is hereby called to elect for the positions of, City Council Place 2, City Council Place 3 and the Office of the Mayor, to serve a three (3) year term from May 2025 until May of 2028 or until their successors are duly elected and qualified. The election shall be held on May 3, 2025, between the hours of 7:00 a.m. and 7:00 p.m. at locations set forth in the Notice of Election.

Section 2. Joint Election Agreements Approved. The Joint Election Agreement for the Coordination of the Crowley Independent School District (CISD) General Election for JOHNSON COUNTY VOTERS with the City of Crowley (the “Joint Election Agreement”) attached hereto as Exhibit “A” and incorporated herein for all purposes is hereby approved; and the Mayor is authorized to execute the Joint Election Agreement. In the event of conflict between this Ordinance and the Joint Election Agreement, the Joint Election Agreement shall take precedence.

Section 3. Application for Place on Ballot. Qualified persons may file as candidates for the general election by filing applications in the office of the City Secretary, Monday- Friday from 8:00 a.m. to 5:00 p.m., starting January 15, 2025 and ending February 14, 2025.

Section 4. Appointment of Election Administrator and Voting Clerk. For both Tarrant County and Johnson County Voters, Carol Konhauser, City Secretary, (“Elections Administrator”)

is hereby designated as the Voting Clerk for both Early Voting and Election Day Voting, and she may appoint the necessary deputy clerks as required.

Section 5. Appointment of Election Judge and Alternate Election Judge. The following named individuals are hereby appointed to serve as election officers for the Election and Early Voting Ballot Board for the May 3, 2025, General Election:

Presiding Election Judge
Alternate Presiding Judge/Clerk

Theresa Freihage
Zina Ladkin

Section 6. Early Voting.

a. **Early voting by personal appearance.** The location for early voting shall be, for both Tarrant County and Johnson County, City of Crowley voters and Johnson County, Crowley Independent School District voters:

Crouch Event Center in Bicentennial Park
900 E Glendale St
Crowley TX 76036

Early voting by personal appearance shall commence April 21, 2025 and end on April 29, 2025 during the below listed hours.

Monday, April 21, 2025	8:00 a.m. until 5:00 p.m.
Tuesday, April 22, 2025	8:00 a.m. until 5:00 p.m.
Wednesday, April 23, 2025	8:00 a.m. until 5:00 p.m.
Thursday, April 24, 2025	8:00 a.m. until 5:00 p.m.
Friday, April 25, 2025	8:00 a.m. until 5:00 p.m.
Monday, April 27, 2025	7:00 a.m. until 7:00 p.m.
Tuesday, April 28, 2025	7:00 a.m. until 7:00 p.m.

b. **Early voting - *Ballot to be Voted by Mail.*** Applications for ballot to be voted by mail may be delivered to the respective County Elections Administrator by **US Postal Service, common or contract carrier, telephonic facsimile machine, email or in person**, not later than close of business on Tuesday, **April 22, 2025.**



Tarrant County (USPS):
Tarrant County Elections
P.O Box 961011
Fort Worth, TX 76161

(Express Courier)
Tarrant County Elections
2700 Premier St
Fort Worth, TX 76111

Tarrant County Fax: (817) 831-6118
Tarrant County Email: votebymail@tarrantcounty.com



Johnson County
Johnson County Elections Office
103 S Walnut St
Cleburne TX 76033

Johnson County Email: vote@johnsoncountytexas.org

Ballots to be voted by mail will be mailed to voters not later than the seventh (7) calendar day after verification by the voting clerk or the date the ballots become available for mailing, whichever occurs later.

The voting clerk must physically receive marked ballots by the last mail delivery on Election Day which is Saturday, May 3, 2025. If the ballot is being mailed from outside of the US, the ballot must be received by the last mail delivery on the fifth (5th) calendar day following the election which would be Thursday, May 8, 2025. Marked ballots may also be delivered in person **ONLY** on Election Day, May 3, 2025, while polls are open.

c. **Early voting Ballot Board.** Early voting, both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board which is hereby created. The Presiding Election Judge and Alternate Presiding Election Judge, appointed herein, shall serve as the presiding officer and alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board.

Section 7. Method of Voting. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the Election, in accordance with this Ordinance. Early Voting by personal appearance and Election Day voting shall be conducted by using the M100 Optical Scan Voting System or Express Vote Accessibility Unit and shall be conducted in accordance with the Election Code.

Section 8. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Texas Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 9. Publication and Posting of Notice of Election. Notice of the election shall be given as required by the Texas Election Code.

Section 10. Delivery of Returns. Immediately after the closing of the polls on the day of the election, the election officers named in this ordinance shall make and deliver the returns of the election in accordance with the Texas Election Code.

Section 11. Submissions to the Texas Secretary of State or United States Justice Department. The City Secretary of the City of Crowley or her designee is authorized to make such submissions as are necessary to the Texas Secretary of State or the United States Justice Department, if any, to seek pre-clearance for any changes in voting practices.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 13. Effective Date. This ordinance shall be effective upon its adoption.

(Signatures on next page)

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

CITY OF CROWLEY, TEXAS

Billy P. Davis
MAYOR

ATTEST:

Carol C. Konhauser
CITY SECRETARY

APPROVED AS TO FORM:

Rob Allibon
CITY ATTORNEY

(ORDEN DE ELECCION PARA MUNICIPIOS)

An election is hereby ordered to be held on May 3, 2025, from 7:00 a.m. to 7:00 p.m. for the purpose of conducting a General Election to elect the Office of the Mayor, City Council Place 2 and City Council Place 3.

(Theo đó, một cuộc bầu cử sẽ được tổ chức vào ngày 3 tháng 5 năm 2025, từ 7 giờ sáng đến 7 giờ tối. với mục đích tổ chức Tổng tuyển cử bầu chức vụ Thị trưởng, Thành viên 2 Hội đồng thành phố và Thành viên 3 Hội đồng thành phố.)

(La votación en adelantada en persona para los votantes de la Ciudad de Crowley y los Condados de Tarrant y Johnson se llevara acabo el 21 de abril, 2025 hasta el 29 de abril, 2025 en el Crouch Event Center en Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 de la siguiente manera:)

(Bỏ phiếu sớm bằng cách xuất hiện cá nhân cho các cử tri của Thành phố Crowley, Hạt Tarrant và Hạt Johnson sẽ được tiến hành mỗi ngày trong tuần từ ngày 21 tháng 4 năm 2025 đến ngày 29 tháng 4 năm 2025 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 21 - April 25, 2025 (21 de abril al 25 de abril de 2025) (21 tháng 4 năm 2023 đến 25 tháng 4 năm 2025)	Monday-Friday (Lunes-Viernes) (Thứ Hai đến thứ Sáu)	8:00 am- 5:00 pm (8:00 am- 5:00 pm) (8:00 sáng đến 5:00 chiều)
April 26 & April 27, 2025 (26 de abril y 27 de abril de 2025) (Ngày 26 tháng 4 và ngày 27 tháng 4 năm 2025)	Saturday & Sunday (sábado y domingo) (thứ bảy và chủ nhật)	NO VOTING (Sin votación) (Không bỏ phiếu)
April 28 & 29, 2025 (28 y 29 de abril de 2025) (Ngày 28 và 29 tháng 4 năm 2025)	Monday & Tuesday (lunes y martes) (Thứ hai và thứ ba)	7:00 am – 7:00 pm (7:00 am – 7:00 pm) (7:00 sáng đến 7:00 tối)

(Las solicitudes de boleta por correo se enviarán por correo al Administrador de Elecciones del Condado respectivo:)

(Đơn xin bỏ phiếu qua thư sẽ được gửi đến Quản trị viên Bầu cử Quận tương ứng.)

JOHNSON COUNTY

Via USPS	Tarrant County Elections P.O Box 961011 Fort Worth, TX 76161	Via Express Courier:	Tarrant County Elections P.O Box 961011 Fort Worth, TX 76161	Johnson County Elections 103 S Walnut St Cleburne TX 76033
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(Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a:)

(Các ứng dụng có thể được quét bằng chữ ký gốc và gửi qua email tới:)

Johnson County Email: vote@johnsoncountytexas.org

Tarrant County Email: votebymail@tarrantcounty.com

(Las solicitudes para boletas que se votaron en ausencia por correo deberán recibirse para el fin de las horas de negocio el martes, 22 de abril, 2025)

(Đơn xin phiếu bầu qua thư phải được nhận không muộn hơn ngày kết thúc kinh doanh vào thứ ba ngày 22 tháng 4 năm 2025.)

Issued this 6th day of February 2025. (*Emitada este dia 6 de febrero, 2025*) (*Phát hành này vào ngày 6 tháng 2 năm 2025.*)

Tina Pace
Signature of Council Member 1
Firma de la Miembro del Consejo 1
(Chữ ký của thành viên Hội đồng 1)

Jesse Johnson
Signature of Council Member 3
Firma de la Persona del Consejo 3
(Chữ ký của thành viên Hội đồng 3)

Matt Foster
Signature of Council Member 5
Firma de la Persona del Consejo 5
(Chữ ký của thành viên Hội đồng 5)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)
(Thông báo bầu cử)

To the Registered Voters of the City of Crowley, Texas:
(a los votantes registrados de la Ciudad de Crowley, Texas)
(Gửi đến những người bỏ phiếu đã đăng ký của Thành phố Crowley, Texas:)

Notice is hereby given that the polling place(s) listed below will be open from 7:00 a.m. to 7:00 p.m., on May 3, 2025, for voting in a general election to elect the Office of the Mayor, City Council Place 2 and Place 3.
(Notifíquese, por lo presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el día 3 de mayo, 2025, para votar en la Elección General para el alcalde y miembros del concejal lugar 2 y 3.)
(Qua đây được thông báo rằng (các) địa điểm bỏ phiếu được liệt kê dưới đây sẽ mở cửa từ 7 giờ sáng đến 7 giờ tối, vào ngày 3 tháng 5 năm 2025, để bỏ phiếu trong cuộc Tổng tuyển cử cho những người vào Văn phòng Thị trưởng, Thành viên 2, và Thành viên 3.)

LOCATION OF POLLING PLACE(S) ON ELECTION DAY
(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)
(VỊ TRÍ CỦA NƠI SAU (S) VÀO NGÀY BẦU CỬ)

TARRANT COUNTY VOTERS
(VOTANTES DEL CONDADO TARRANT)
(VOTERS QUẬN TARRANT)

JOHNSON COUNTY VOTERS
(VOTANTES DEL CONDADO JOHNSON)
(VOTERS QUẬN JOHNSON)

Crouch Event Center at Bicentennial Park
900 East Glendale Street
Crowley, Texas 76036

Early Voting by personal appearance for City of Crowley, Tarrant County and Johnson County voters will be conducted each weekday between April 21, 2025 through April at the Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 as follows:
(La votación en adelantada en persona para los votantes de la Ciudad de Crowley y los Condados de Tarrant y Johnson se llevara acabo el 21 de abril, 2025 haste el 29 de abril, 2025 en el Crouch Event Center en Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036 de la siguiente manera:)
(Bỏ phiếu sớm bằng cách xuất hiện cá nhân cho các cử tri của Thành phố Crowley, Hạt Tarrant và Hạt Johnson sẽ được tiến hành mỗi ngày trong tuần từ ngày 21 tháng 4 năm 2025 đến ngày 29 tháng 4 năm 2025 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 21 - April 25, 2025 (21 de abril al 25 de abril de 2025) (21 tháng 4 năm 2023 đến 25 tháng 4 năm 2025)	Monday-Friday (Lunes-Viernes) (Thứ Hai đến thứ Sáu)	8:00 am- 5:00 pm (8:00 am- 5:00 pm) (8:00 sáng đến 5:00 chiều)
April 26 & April 27, 2025 (26 de abril y 27 de abril de 2025) (Ngày 26 tháng 4 và ngày 27 tháng 4 năm 2025)	Saturday & Sunday (sábado y domingo) (thứ bảy và chủ nhật)	NO VOTING (Sin votación) (Không bỏ phiếu)
April 28 & 29, 2025 (28 y 29 de abril de 2025) (Ngày 28 và 29 tháng 4 năm 2025)	Monday & Tuesday (lunes y martes) (Thứ hai và thứ ba)	7:00 am – 7:00 pm (7:00 am – 7:00 pm) (7:00 sáng đến 7:00 tối)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)
(Đơn xin bỏ phiếu qua thư sẽ được gửi đến:)

TARRANT COUNTY

Via USPS Tarrant County Elections
P.O Box 961011
Fort Worth, TX 76161

Via Tarrant County Elections
Express P.O Box 961011
Courier: **Fort Worth, TX 76161**

JOHNSON COUNTY

Johnson County Elections
103 S Walnut St
Cleburne TX 76033

Applications can be scanned with an original signature and emailed to:
(Las aplicaciones pueden ser escaneadas con una firma original y enviadas por correo electrónico a:)
(Các ứng dụng có thể được quét bằng chữ ký gốc và gửi qua email tới:)

Tarrant County Fax: (817) 831-6118
Tarrant County Email: votebymail@tarrantcounty.com

Johnson County Email: vote@johnsoncountytexas.org

Applications for ballots by mail must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)
(Đơn xin phiếu bầu qua thư phải được nhận không muộn hơn ngày kết thúc kinh doanh vào:)

Tuesday, April 22, 2025 (martes, 22 de abril, 2025) (Thứ ba ngày 22 tháng 4 năm 2025)

Issued this the 6th day of February, 2025
(Emitada este día 6 de febrero, 2025)
(Phát hành vào ngày 6 tháng 2 năm 2025)

Billy P. Davis, Mayor
(Firma del Alcalde)
(Thị trưởng thành phố)



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Konhauser	Meeting Date: February 6, 2025
Department: City Secretary	Agenda Item: VI.8.
Subject: Discuss and consider approval of a Lease Agreement between Johnson County and the City of Crowley for the lease of an accessible voting unit (ES&S Express Vote) for Early Voting and Election Day Voting for the General Election to be held on May 3, 2025, and authorizing the Mayor to execute said agreement.	

Background:

The Help America Vote Act (HAVA) mandates that voting systems be accessible to individuals with disabilities, including providing non-visual accessibility for blind and visually impaired voters. These systems must ensure the same level of privacy and independence as available to all voters. Currently, the City lacks a HAVA-compliant voting system and will need to lease one from Johnson County for the upcoming election.

Lease will be provided at the meeting.

Recommendation:

Staff recommends approving the lease agreement

Financial Information:

The cost is \$500.00 per machine, we will only be required to have one (1) to be used during Early Voting/ Election Day; as indicated in the contract for election services. This is an increase of \$150.

Attachments:

1. Johnson County Express Vote Lease-City of Crowley 5-3-2025

VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and

LESSEE: CITY OF CROWLEY

THIS AGREEMENT is entered on this _____ day of _____ 2025, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas (“County”) and City of Crowley hereinafter referred to as “Lessee”. Lessee herein is a political subdivision of the State of Texas, being either a City or a School District or other Special District.

RECITALS:

WHEREAS, public convenience will be furthered by authorizing the Lessee to utilize voting machines owned by Johnson County, Texas.

WHEREAS, Lessee has requested County to lease to Lessee one or more (depending upon availability) Express Vote Voting Machines (hereafter “Voting Machines”) for recording votes.

WHEREAS, Lessee desires to contract with JOHNSON COUNTY for the use of voting machines described as Express Vote Voting Machines for Lessee’s election and run-off election if necessary.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows.

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$500.00 per machine paid in advance**. Said payment is for a period of **April 16, 2025**, through **May 5, 2025**, and is due on **April 16, 2025**. Lessee agrees to pay at the time of pick up, the amount of the equipment lease as established herein.
2. In the event Lessee needs to have a run-off election, this Agreement shall be extended for the time necessary for Lessee to conduct its run-off election upon Lessee’s notification to County of the run-off election. Lessee will owe County an additional \$500.00 per voting machine leased by Lessee. Any additional fees owed to County by Lessee for the use of the voting machines for the run-off election will be invoiced by County upon Lessee’s notification to County of the run-off election. Lessee shall pay said invoiced amount to County within thirty (30) days of the receipt of the invoice from County.
3. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee’s payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written request by County.

4. County shall supply the Lessee with (1) (number of Express Vote machines).

5. **Lessee is responsible for the following actions or functions:**

A. Pick-Up and Delivery of equipment back to the Elections Administrator's Office within 24 hours after an election.

B. Ordering Optical Scan Ballots for the Express Vote

C. Contacting ES&S for coding of Express Vote voting machines.

D. Theft or damage to the Express Vote voting machines.

6. Lessee shall designate employees in a hierarchy at each location to be in charge of operations who will oversee the receipt, care custody and control of the machines ("Designated Employees"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the operation of the machines for the Designated Employees.

7. Any entity leasing a machine shall arrange to have at least one person at training. The Lessee bears any costs of training personnel. The Elections Administrator will also train persons in using the Express Vote upon pick up. Any additional training provided by the Elections Administrator will be at a rate of \$100.00 per day per person.

8. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all inventory and supplies furnished by Johnson County. The Johnson County Elections Administrator will notify Lessee in writing of any missing and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is made. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

9. County is not responsible for the operation of the machines or the failure to operate the machines in a proper or accurate manner. Lessee agrees to defend, indemnify, and hold harmless Johnson County against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever.

10. Lessee hereby agrees to indemnify and hold harmless County and its officers and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Joy Adams, Johnson County Elections Administrator
P.O. Box 895
103 S Walnut St.
Cleburne, Texas 76033

LESSEE:

Name of Entity: City of Crowley

Name of Contact: Carol Konhauser

Address for Notice: 201 E. Main St.
Crowley, Texas 76036

Telephone Number: 817.297.2201

Email: ckonhauser@ci.crowley.tx.us

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or any other similar relationship between the

parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

19. Johnson County is not obligated and is not expected to engage in litigation or file suit for the benefit of lessee pursuant to this contract. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Johnson County against all claims, costs and expenses arising from Johnson County or the Johnson County Elections Office's actions associated with this agreement.

20. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

22. This agreement replaces all other agreements or contracts by and between the Parties hereto as they pertain to lease of voting machines.

23. This agreement is to become effective upon execution after the approval of the Lessee to which it pertains acting by and through its governing body and execution by Judge Christopher Boedeker after approval by the Commissioners Court of Johnson County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

County of Johnson:

Lessee:

Date: _____

Date: _____

Christopher Boedeker,
County Judge

Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

April Long, County Clerk
Johnson County

Joy Adams, Elections Administrator
Johnson County