



**Agenda
Crowley City Council
February 5, 2026
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 5, 2026 - 7:00 PM

I. Call to Order and Roll Call

II. Invocation and Pledge of Allegiance to the American and Texas Flags

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

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

III. Consent Agenda

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

1. Discuss and consider approving the minutes from the work session and regular meeting held on January 15, 2026.

IV. Public Hearings

1. Hold a public hearing, discuss, and consider approval of an ordinance requested by The Nehemiah Company to amend Ordinance No. 06-2018-332 (the Karis Planned Development District regulations). The proposed amendment would add a new "4-cluster" lot type and development standards, create a new 45 ft width lot type to allow front-entry garages, and modify the requirements for the 55 ft front-entry garage lots. **Case # ZCA-2025-004**

V. City Business

1. Discuss and consider entering into an agreement with Crowley ISD's Career and Technical Education CTE Internship Program.
2. Discuss and consider approval of a preliminary plat for Teeter Ranch, an approximately 67.59 acre tract in the John W Haynes Survey Abstract No. 774 and the Memucan Hunt Survey Abstract No. 763, Crowley, Tarrant County, and located south of FM 1187 and east of Hampton Rd. Case # PP-2025-002.
3. Discuss and consider approving an Interlocal agreement with the North Central Texas Council of Governments for a subscription to Nearmap

4. Discuss and consider approval of Ordinance 02-2026-584, amending Chapter 82 "Traffic and Vehicles," Article V, "Parking, Stopping and Standing," Division 3, "No Parking; No Stopping or Standing, and Restricted Parking Zones," of the Code of Ordinances by adding a portion of Panchasarp Drive to Section 82-179 "Prohibited Parking."
5. Discuss and consider Playground Lighting Improvements and Optional Surface Enhancements at Crowley Crossing
6. Discuss and consider adoption of Joint Resolution R02-2026-478 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 02-2026-585 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 02, 2026; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.
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 2, 2026, and authorizing the Mayor to execute said agreement.

VI. Public Comment

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

VII. Items of Community Interest

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

VIII. Executive Session

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following: 1) Section 551.071 - Consultation with Attorney, 2) Section 551.072 - Deliberations about Real Property, 3) Section 551.074 - Personnel Matters, and 4) Section 551.087 - Business Prospect/Economic Development.

IX. Reconvene and Take Action from Executive Session

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

X. Adjournment

I, the undersigned authority, do hereby certify that this Agenda of the Crowley City Council Regular meeting to be held on February 5, 2026 at 7:00 PM is a true and correct copy posted on January 30, 2026 at 4:30 pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.



Carol C. Cannady, City Secretary



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



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Cannady	Meeting Date: February 5, 2026
Department:	Agenda Item: III.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on January 15, 2026.	

Background:

Recommendation:

Recommend approving minutes

Financial Information:

None

Attachments:

1. 01152026 CC WS Minutes
2. 01152026 CC Reg Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD JANUARY 15, 2026. The City Council of the City of Crowley, Texas met in Work Session on Thursday, January 15, 2026, at 6:30 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

Council Member Jesse Johnson called the Work Session to order at 6:37 p.m. City Secretary Carol Cannady 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 Scott Gilbreath

City staff included:

City Manager, Lori Watson

Asst City Manager, Cristina Winner

Asst City Manager, Matt Elgin

City Attorney, Rob Allibon

City Secretary, Carol Cannady

Fire Chief, Pleasant Brooks

Planning and Comm Dev Director, Rachel Roberts

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Media Relations Coordinator, Jay Hinton

Downtown Events Coordinator, Julie Hepler

Absent:

Council Member Matt Foster, Mayor Billy Davis

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on December 18, 2025

No discussion

Public Hearings

1. Hold a public hearing, discuss, and consider approval of an ordinance requested by The Nehemiah Company to amend Ordinance No. 06-2018-332 (the Karis Planned Development District regulations). The proposed amendment would add a new "4-cluster" lot type and development standards, allow side-entry garages for the 45 ft width lots and create a new 45 ft width lot type to allow front entry garages, and modify the requirements for the 55 ft front-entry garage lots. **Case # ZCA-2025-004. POSTPONED UNTIL FEBRUARY 5, 2026 AT 7:00 PM**

No discussion

City Business

1. Discuss and consider a Facilities Usage Agreement for the Market on Main 2026

Downtown Coordinator Julie Hepler explained the few minor changes to the contract to include opening day to start March 1, 2026 and time change from 9am-2pm to 10am-3pm.

2. Discuss and consider approval of Resolution R01-2026-474 adopting the Tarrant County Hazard Mitigation Action Plan (2026).

Fire Chief Pleasant Brooks stated this contract with Tarrant County had been previously approved and is done so every 5 years.

3. Discuss and consider adoption of Resolution R01-2026-476 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items for the city for auction.

No discussion

4. Discuss and consider approval of Resolution R01-2026-475 approving the submission of an application for financial assistance from the Texas Water Development Board to fund improvements to the city's utility system in the maximum amount of \$26,000,000; and other matters in connection therewith.

Assistant City Manager Matt Elgin explained that the City's future water entry point project is in the design phase, and staff is reviewing funding options for construction. One option is the Texas Water Development Board's DFund loan program. The proposed resolution would allow staff to continue the application process and authorize the City Manager to act as the City's representative. The estimated construction cost is not to exceed \$26 million, subject to change as design is finalized. He further informed council that this was just a resolution allowing the City Manager to submit an application for the grant.

5. Discuss and consider approval of Resolution R01-2026-477 authorizing an Advance Funding Agreement (AFA) between TxDOT and the City of Crowley for the Main Street Trail Extension project and authorizing the City Manager or her designee to execute the AFA.

No discussion

Adjournment

As there was no further business, Council Member Jesse Johnson adjourned the meeting at 6:51 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD JANUARY 15, 2026. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, January 15, 2026, at 7:00 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

Council Member Jesse Johnson called the Regular Session to order at 7:00 p.m. City Secretary Carol Cannady 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 Scott Gilbreath

City staff included:

City Manager, Lori Watson

Asst City Manager, Cristina Winner

Asst City Manager, Matt Elgin

City Attorney, Rob Allibon

City Secretary, Carol Cannady

Fire Chief, Pleasant Brooks

Planning and Comm Dev Director, Rachel Roberts

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

HR Administrator, Lacy Duncan

Media Relations Coordinator, Jay Hinton

Downtown Events Coordinator, Julie Hepler

Absent:

Council Member Matt Foster, Mayor Billy Davis

Invocation and Pledge of Allegiance to the American and Texas Flags

Invocation was given by Media Relations Coordinator Jay Hinton followed by the Pledge of Allegiance to the American and Texas Flags.

Presentations/Proclamations

1. Proclamation - Joe Corthay

The Proclamation for Joe Corthay was read aloud by Council Member Jim Hirth

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on December 18, 2025

Council Member Jim Hirth made the motion to Approve the minutes as presented; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 5-0.

Public Hearings

1. Hold a public hearing, discuss, and consider approval of an ordinance requested by The Nehemiah Company to amend Ordinance No. 06-2018-332 (the Karis Planned Development District regulations). The proposed amendment would add a new “4-cluster” lot type and development standards, allow side-entry garages for the 45 ft width lots and create a new 45 ft width lot type to allow front entry garages, and modify the requirements for the 55 ft front-entry garage lots. **Case # ZCA-2025-004. POSTPONED UNTIL FEBRUARY 5, 2026 AT 7:00 PM**

Planning and Community Development Director Rachel Roberts announced that Case ZCA-2025-004 regarding amending the Karis Planned Development District Regulations had been postponed until the February 5, 2026 regular council meeting.

City Business

1. Discuss and consider a Facilities Usage Agreement for the Market on Main 2026

Council Member Jerry Beck made the motion to Approve the Facilities Usage Agreement for the Market on Main 2026; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 5-0.

2. Discuss and consider approval of Resolution R01-2026-474 adopting the Tarrant County Hazard Mitigation Action Plan (2026).

Council Member Scott Gilbreath made the motion to Approve Resolution R01-2026-474; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 5-0.

3. Discuss and consider adoption of Resolution R01-2026-476 declaring certain property as surplus to the City's needs; authorizing its sale; providing an effective date and authorizing staff to place surplus items for the city for auction.

Council Member Tina Pace made the motion to Approve Resolution R01-2026-476; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 5-0.

4. Discuss and consider approval of Resolution R01-2026-475 approving the submission of an application for financial assistance from the Texas Water Development Board to fund improvements to the city's utility system in the maximum amount of \$26,000,000; and other matters in connection therewith.

Council Member Jim Hirth made the motion to Approve Resolution R01-2026-475; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 5-0.

5. Discuss and consider approval of Resolution R01-2026-477 authorizing an Advance Funding Agreement (AFA) between TxDOT and the City of Crowley for the Main Street Trail Extension project and authorizing the City Manager or her designee to execute the AFA.

Council Member Jerry Beck made the motion to Approve Resolution R01-2026-477; second by

Council Member Jim Hirth, council voted unanimously to approve the motion as presented.
Motion carried 5-0.

Public Comment

Terri Horn, Crowley Chamber of Commerce, stepped up and reminded everyone that Fred's ribbon cutting would be held on Jan 27, 2026 from 12-1pm and that the next quarter luncheon would be held on March 26, 2026.

Items of Community Interest

None

Executive Session

N/A

Reconvene and Take Action from Executive Session

N/A

Adjournment

As there was no further business, Council Member Jesse Johnson adjourned the meeting at 7:20 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady, City Secretary



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: February 5, 2026
Department: Community Development	Agenda Item: IV.1.
Subject: Hold a public hearing, discuss, and consider approval of an ordinance requested by The Nehemiah Company to amend Ordinance No. 06-2018-332 (the Karis Planned Development District regulations). The proposed amendment would add a new “4-cluster” lot type and development standards, create a new 45 ft width lot type to allow front-entry garages, and modify the requirements for the 55 ft front-entry garage lots. Case # ZCA-2025-004	

Background:

The Karis Planned Development district allows a range of lot types: lots vary by width, minimum size, type of single family home permitted (attached or detached), and garage access (e.g., rear/alley-entry, front-entry, or side-entry). The list of permitted lot types and their associated regulations are all set forth in a table in the PD ordinance, Table B-2. The PD regulations prohibit front entry garages on lots narrower than 50 feet. The developer is requesting to amend the district regulations to allow front-entry garages on 45-ft width lots and to set the minimum lot depth for the 45-ft and 55-ft lot front-entry types at 120 ft (current requirement is 100 ft). Additionally, the developer is proposing to add a new lot type, the “4-group cluster”.

The table below shows a summary of the main proposed changes. Please see the applicant’s attached mark-up of the PD ordinance Table B-2 for all proposed changes.

Lot type (all are single family detached residential)	Current requirements	Proposed requirements
45’ lot width Front-entry garage	None – new lot type	Min. lot width: 45 ft Min. lot depth: 120 ft Min. lot size: 5,000 sq ft Front setback: 25 ft
55’ lot width Front-entry garage	Min. lot width: 55 ft Min. lot depth: 100 ft Min. lot size: 5,500 sq ft Front setback: 20 ft	Min. lot width: 55 ft Min. lot depth: 120 ft Min. lot size: 7,000 sq ft Front setback: 25 ft
4 group cluster Front lots (garage access from the street or alley)	None – new lot type	Min. lot width: 35 ft Min. lot depth: 60 ft Min. lot size: 1,400 sq ft
4 group cluster Rear lot (garage access from	None – new lot type	Min. lot width: 35 ft Min. lot depth: 60 ft

driveway alley)		Min. lot size: 1,400 sq ft
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Staff review

Staff are generally supportive of the applicant's request but with a limit on the number of 4 group clusters allowed, as described below and agreed to by the applicant.

Description of requested changes

Front Entry Garages

During discussions about the proposed amendments with the Planning & Zoning Commission last year, staff expressed concerns about vehicles blocking the sidewalks on properties with front-entry garage homes where the homes have a smaller front setback. Staff has seen that homes with insufficient garage setbacks tend to have more vehicles blocking sidewalks, which limits access to this public amenity and makes walking less safe, more difficult, and overall less desirable. When the code amendment application came back before the Planning & Zoning Commission in January, staff had intended to recommend adding a requirement that either the garage be set back five feet or the entire building front setback should be increased by five feet. But the concern has already been addressed by the applicant. As you'll see in their revised Table B-2, most lot types have a front setback of 20 ft, but the developer has increased the front setback for the 45-ft and 55-ft front-entry lots from to 25 ft.

4-Group Cluster Housing Product

The applicant is proposing the addition of a new housing type referred to as a "4 group cluster", which the applicant previously discussed with the Planning & Zoning Commission and City Council during a work session. This lot type would have a minimum lot width of 35 feet, minimum lot depth of 60 feet, and minimum house size of 1,000 square feet. The lots are designed to be clustered around an alley that serves as a driveway for the two homes at the back of the cluster. The two homes in front would have garage access from the public street (or alley for side-entry homes).

The materials submitted by the applicant include a proposed lot mix for phases 2A and 2B to provide an illustration of how the homes would fit in the neighborhood and to show where parking stalls will be provided. Please note this lot mix is not part of the ordinance and is provided only for informational purposes (and is subject to change).

Staff review comments:

- **The 4 group cluster lot type is conditionally supported** by staff, subject to a limit on the total number allowed. **Staff recommend applying a cap** to the number of 4-group cluster lots permitted. The existing PD ordinance limits townhome lots to a maximum of 25% of the total lot count. As the 4-group cluster units are intended to replace or supplement townhome lots, the combined total of townhome and 4-cluster units should remain capped at 25% of all lots within the PD district. The developer has noted to staff that they are willing to follow this requirement, so staff have included this requirement in the attached amendment to ordinance Exhibit D (Exhibit D is part of the original PD ordinance and sets the percentage of various lot sizes that would be allowed

in the district).

Although these lots have a smaller front setback than the standard detached home lots, staff do not anticipate blocked sidewalks to be an issue for the 4-group clusters. Staff visited Viridian, the developer's project in Arlington, on a Sunday evening to see if cars were parked in driveways and blocking sidewalks. Staff did not see any driveways blocked, and checks with aerial imagery showed very few instances of this problem. Because staff have not seen a problem with block sidewalks and because these lots will represent a small percentage of the homes overall if the 25% cap is adopted, staff would support approving the 4-cluster.

The applicant has agreed to the 25% limit and has provided an amended Exhibit 'D' for the Council to consider.

RECOMMENDATION FROM THE PLANNING & ZONING COMMISSION

The Planning & Zoning Commission considered this case during its meeting on January 12. During the public hearing, one Karis resident spoke in favor of the request. Staff had received one comment from a Karis resident who asked about the proposed pricing of the 4-group cluster homes and was concerned about the possibility of lowering the value of the townhome units. The developer notified the Commission that the proposed pricing for the homes will be higher than the townhomes and should not have a negative effect on the townhome pricing.

After the public hearing and a discussion with the developer, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Sample motions are provided below. Council members are not required to use these motions.

Council Action	Suggested Motion
APPROVAL: 1. If the City Council is in favor of the request as submitted by the applicant, your motion can be simply to recommend approval (no conditions need to be mentioned in the motion).	I make a motion to approve Ordinance # .
APPROVAL WITH CONDITIONS: 2. If the Council is generally in favor of the requested amendments but would like to apply some conditions of approval, your motion should list the conditions	I make a motion to approve Ordinance # with the following conditions: • [list conditions].

specifically.	
DENIAL: 3. If the Council's vote is to deny the requested amendments, the motion is simply to recommend denial; no additional language is required.	I make a motion to deny Ordinance # .
POSTPONEMENT: 4. If the Council determines the case should be postponed, the motion should be to continue the case until a specified date.	I make a motion to continue this case until [specify the date].

Recommendation:

The applicant has worked to address the previous staff comments related to setbacks. Staff now recommend approval with the condition that the total number (percentage) of townhomes and 4 group clusters be limited to 25% of all homes permitted in the district.

Financial Information:

Attachments:

1. ZCA-2025-004_ordinance
2. corrected Table B-2 for ordinance
3. Amended Exhibit D for ordinance
4. PH 2A-LOT MIX EXHIBIT-OCTOBER 2025+
5. PH 2B-LOT MIX EXHIBIT-OCTOBER 2025
6. Zoning Code Amendment Application
7. Clty Meeting Presentation 4 Pack

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS AMENDING PORTIONS OF ORDINANCE 06-2018-332, THE PLANNED DEVELOPMENT DISTRICT FOR KARIS TO REPEAL AND REPLACE TABLE B-2 FROM EXHIBIT 'B' AND EXHIBIT 'D', AS ATTACHED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Crowley adopted Ordinance 06-2018-332 on June 7, 2018, establishing the Karis planned development district; and

WHEREAS, the Nehemiah Company, the developer for Karis Addition, has requested to make amendments to the Karis planned development district regulations in order to allow new lot types and allow front entry garages for certain lot types; and

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

WHEREAS, the Planning and Zoning Commission of the City of Crowley, Texas held a public hearing on January 12, 2026, and the City Council of the City of Crowley, Texas, held a public hearing on February 5, 2026, with respect to the amendments described herein; and

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

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

SECTION 1.

The Zoning Ordinance of the City of Crowley, as amended, is hereby amended by repealing and replacing Table B-2 in Exhibit 'B' and Exhibit 'D', as attached.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED THIS THE 5TH DAY OF FEBRUARY 2026.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

EXHIBIT 'A'

Replacing Table B-2, from Exhibit 'B'

EXHIBIT 'B'

Replacing Exhibit 'D'

REPLACING TABLE B-2 IN ORDINANCE # 06-2018-332 EXHIBIT 'B'

Table B-2 Building Setback, Area, and Bulk Requirements for Residential															
	Residential Type	Example of Residential Type	Minimum Lot Area (SF)	Minimum Lot Width	Minimum Lot Depth	Maximum Number of Stories	Garage Orientation	Density Range (number of units per acre)	Minimum Front Yard Setback (ft)	Min. Interior Side Yard Setback (ft)	Min. Corner Side Yard Setback (ft)	Minimum Rear Yard Setback (ft)	Maximum Lot Coverage (%)	Min. Dwelling Unit Size (sf)	Special Conditions
1	SF-A	Single Family Attached	960	16'	60'	3	Alley	21-30	16	0'	15	5	80%	850	Attached Garage Product
2	SF-A	Single Family Attached	1,040	16'	65'	3	Alley	21-30	16	0'	15	5	80%	1,200	Detached Garage Product
3	SF-A	Single Family Attached	1,540	22'	70'	3	Alley	20-25	16	0'	15	5	80%	1,100	Attached Garage Product
4	SF-A	Single Family Attached	1,760	22'	80'	3	Alley	16-24	16	0'	15	5	80%	1,100	Detached Garage Product
5A	SF-D	4 Group Cluster Front Lots	2,100	35'	60'	2	Street / Alley	15	16	5	15	5	80%	1,000	
5B	SF-D	4 Group Cluster Rear Lots	2,100	35'	60'	2	Alley	15	1'	5'	N/A	5	80%	1,000	
6A	SF-A	Single Family Attached (Tuck Under)	2,100	30'	70'	3	NA	15-20	16	0'	15	5	None	1,100	
6B	SF-D	Single Family Detached	1,980	30'	66'	3	Alley/Mews	8-13	3	5	15	5	80%	1,200	
7	SF-D	Single Family Detached	1,980	33'	66'	3	Alley/Mews	8-13	3	5	15	5	80%	1,200	
8	SF-D	Single Family Detached	1,980	33'	66'	3	Alley	8-13	20	5	15	5	80%	1,200	
9	SF-D	Single Family Detached	3,150	35'	90'	3	Alley	8-13	20	5	15	5	80%	1,250	
10	SF-D	Single Family Detached	3,150	35'	90'	3	Alley/Mews	8-13	3	5	15	5	80%	1,250	

Table B-2 Building Setback, Area, and Bulk Requirements for Residential

	Residential Type	Example of Residential Type	Minimum Lot Area (SF)	Minimum Lot Width	Minimum Lot Depth	Maximum Number of Stories	Garage Orientation	Density Range (number of units per acre)	Minimum Front Yard Setback (ft)	Min. Interior Side Yard Setback (ft)	Min. Corner Side Yard Setback (ft)	Minimum Rear Yard Setback (ft)	Maximum Lot Coverage (%)	Min. Dwelling Unit Size (sf)	Special Conditions
11	SF-D	Single Family Detached	4,000	40'	100'	3	Alley	7-9	20	5	15	5	80%	1,600	Attached Garage
12	SF-D	Single Family Detached	4,000	40'	100'	3	Alley	7-9	20	5	15	5	80%	1,600	Detached Garage
13	SF-D	Single Family Detached	4,000	40'	100'	3	Alley/Mews	7-9	3	5	15	5	80%	1,600	
14	SF-D	Single Family Detached	4,500	45'			Alley/Mews	7-9	3	5	15	5	80%	1,600	
15	SF-D	Single Family Detached	4,500	45'	100'	3	Alley	7-9	20	5	15	5	80%	1,600	
16	SF-D	Single Family Detached	5,400	45'	120'	3	Front	7-9	25	5	15	15	75%	1,600	
17	SF-D	Single Family Detached	5,000	50'	100'	3	Front, Alley or Side	9-10	20	5	15	5	80%	2,000	Attached Garage
18	SF-D	Single Family Detached	5,000	50'	100'	3	Alley	9-10	20	5	15	5	80%	2,000	Detached Garage
19	SF-D	Single Family Detached	5,000	50'	100'	3	Alley/Mews	9-10	3	5	15	5	80%	2,000	
20	SF-D	Single Family Detached	5,500	55'	100'	3	Alley	5-9	20	5	15	5	75%	2,500	
21	SF-D	Single Family Detached	7,000	55'	120'	3	Front	5-9	25	5	15	15	75%	2,500	
22	SF-D	Single Family Detached	6,000	60'	100'	3	Front, Alley or Side	4-6	20	5	15	5	75%	2,500	
23	SF-D	Single Family Detached	6,000	60'	100'	3	Alley/Mews	4-6	3	5	15	5	75%	2,500	
24	SF-D	Single Family Detached	7,000	70'	100'	3	Front, Alley or Side	4-6	20	5	15	5	75%	3,000	
25	SF-D	Single Family Detached	7,000	70'	100'	3	Alley/Mews	4-6	3	5	15	5	75%	3,000	
26	SF-D	Single Family Detached	10,400	80'	130'	3	Front, Alley or Side	3-5	24	7.5	15	5	75%	3,500	
27	SF-D	Single Family Detached	10,400	80'	130'	3	Alley/Mews	3-5	3	7.5	15	5	75%	3,500	
28	SF-D	Single Family Detached	13,000	100	130	3	Front, Alley or Side	3-5	24	7.5	15	5	75%	3,500	No Illustration

29	SF-D	Single Family Detached	13,000	100	130	3	Alley/Mews	3-5	3	7.5	15	5	75%	3,500	No Illustration
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(Drawings and photographs illustrating each housing type in Table B-2 are for illustrative purposes only, and homes are not required to be designed as illustrated.)

EXHIBIT 'D'

NUMBER AND TYPE OF DWELLINGS

<i>Type of Dwelling Unit</i>	<i>Planning Title</i>	<i>Lot Width at Street Frontage (linear feet)</i>	<i>Percentage of Total Units</i>
Single-Family Attached <u>and 4 Group Clusters</u>	Townhomes <u>and 4 Group Clusters</u>	16 to 38, per accepted builder plans	25%
Single-Family Detached	SF-D less than 60'	25 to 59, per accepted builder plans	55%
Single-Family Detached	60'and Above	60 and above, per accepted builder plans	20%
Total Attached Units <u>and 4 Group Clusters</u>			25%
Total Detached Units			75%
Grand Total All Types			100%

■■■■ PHASE LINE

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

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

CROWLEY INDEPENDENT
SCHOOL DISTRICT

KARIS
PHASE 2A

EXISTING
KARIS
PHASE 1C

KARIS
PHASE 2A

TEXAS ELECTRIC
TRANSMISSION EASEMENT

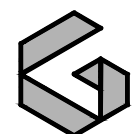
S.T. WELLS SURVEY
ABSTRACT NO. 1684

FUTURE
KARIS
PHASE 2A

TRACT 2
ARIS INVESTMENTS, LLC
ENT. NO. D221088914

EXISTING
KARIS
PHASE 1A

PHASE 2A LOT MIX TABLE				
PRODUCT	COLOR	UNITS	LFF PER UNIT	TOTAL LFF
35' REAR LOAD	●	44	35	1540
50' REAR LOAD	●	39	50	1950
60' REAR LOAD	●	24	60	1440
45' FRONT LOAD	●	29	45	1305
55' FRONT LOAD	●	21	55	1155
4-PACK	●	40	35	1400
TOTAL		197		8790



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

TNC

CITY OF CROWLEY
TARRANT COUNTY, TEXAS

KARIS
EXHIBIT

PHASE 2A - LOT MIX EXHIBIT



GRAPHIC SCALE 1"=100'

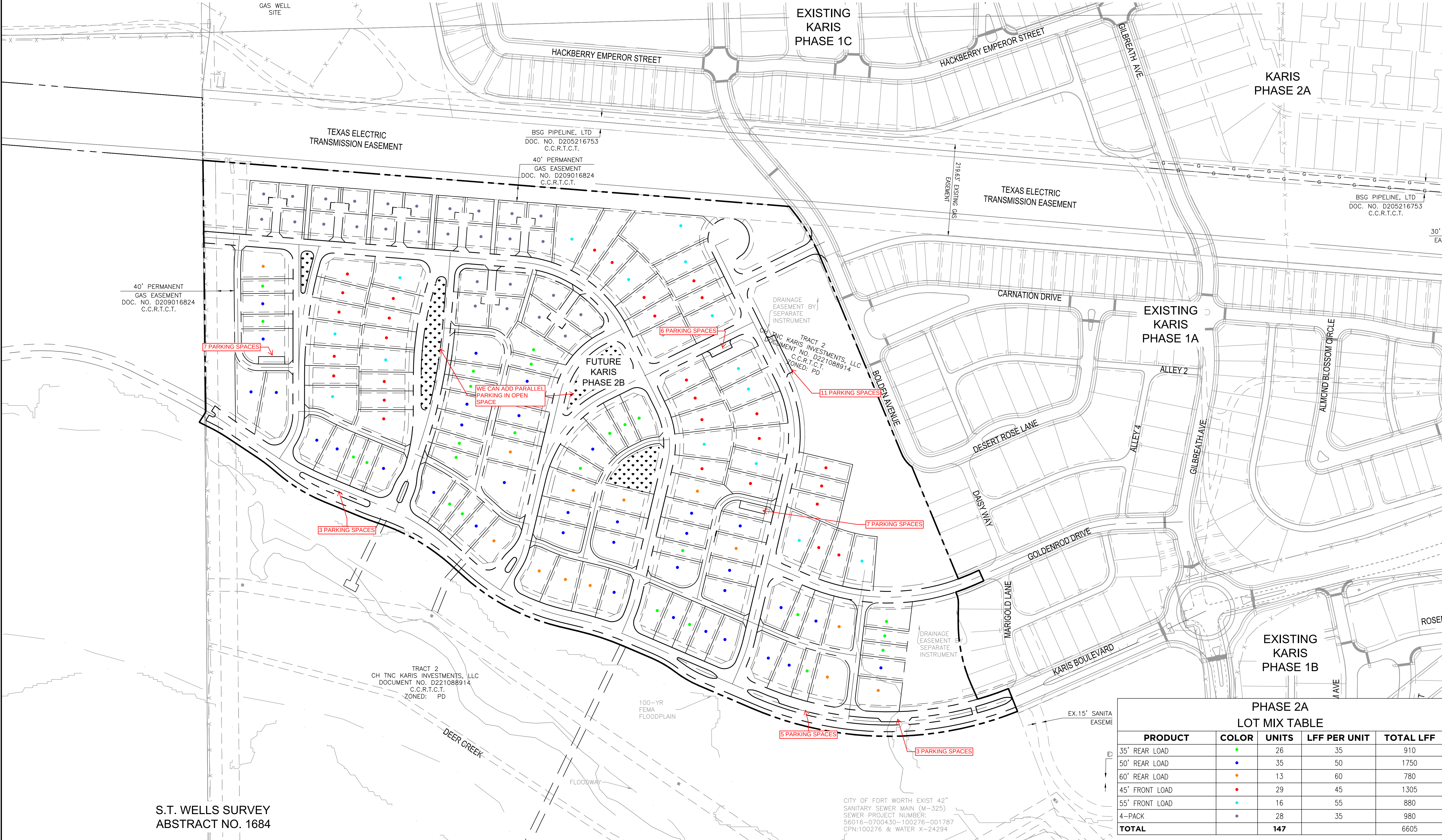
A horizontal scale bar with alternating black and white segments. Below the bar, the numbers 100, 0, 100, and 200 are marked, indicating distances in feet. The total length of the bar represents 200 feet.

DRAWN BY: GAI
DATE: 10/15/2025
PROJECT NO.: 2760-1035
SHEET 1 OF 1
SHEET #: 1

FILE NAME: J:\CROWLEY\ARJIS\PHASE 2\PHASE 2A\1-DESIGN\1.4-EXHIBITS\CAN\PH 2A-LOT MIX EXHIBIT-AUGUST 2025.DWG - SHEET SIZE: ANSI A (8.50 X 11.00 INCHES) 4 41/64" = 1' = 12"

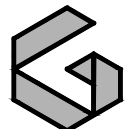
LEGEND:

PHASE LINE



PHASE 2A
LOT MIX TABLE

PRODUCT	COLOR	UNITS	LFF PER UNIT	TOTAL LFF
35' REAR LOAD	●	26	35	910
50' REAR LOAD	●	35	50	1750
60' REAR LOAD	●	13	60	780
45' FRONT LOAD	●	29	45	1305
55' FRONT LOAD	●	16	55	880
4-PACK	●	28	35	980
TOTAL		147		6605



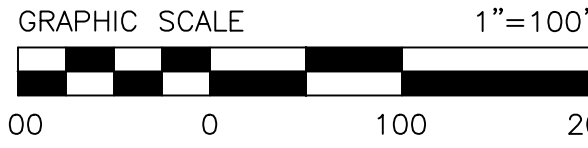
GRAHAM ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

TNC

CITY OF CROWLEY
TARRANT COUNTY, TEXAS

KARIS
EXHIBIT

PHASE 2B - LOT MIX EXHIBIT



DRAWN BY: GAI
DATE: 10/30/2025
PROJECT NO.: 2760-1035
SHEET 1 OF 1
SHEET #: 1



CITY OF CROWLEY

Zoning Application for Planned Development Districts

Community Development Department

Case # ZCA-2025-004

(to be assigned by City Staff)

Application Requirements: The applicant is required to submit sufficient information that describes and justifies the proposal. See the appropriate check list and fee schedule for minimum requirements. Incomplete applications will not be processed.

Property Information

Project Name: Karis
Project Address: 505 N. Beverly Street, Crowley TX 76036
Legal Description: See attach Gross Acreage: 563.30

Applicant & Owner Information

Applicant Name: Kyle Dossey Company: The Nehemiah Company
Applicant Address: 212 W Main Street City: Arlington State: TX
ZIP Code: 76010 Telephone No: 817.600.6414 Email: _____
Application Status (check one) ☐ Owner ☒ Representative ☐ Tenant ☐ Prospective Buyer
(If applicant is not property owner, please provide property owner information below)
Property Owner: CH TNC Karis Owner, LLC
Applicant Address: 212 W Main Street City: Arlington State: TX
ZIP Code: 76010 Telephone No: 817-200-6543 Email: _____

Information Required for Zoning Change Requests

Application Date: 1/6/2026
Current Zoning: Residential and non-residential
Proposed Zoning: No proposed change
Reason for requested change: _____

The proposed amendment to Exhibit B is intended to allow flexibility to introduce a broader mix of lot types—specifically front-load products—to better respond to current market conditions while maintaining the high-quality design standards as specified in Karis Design Guidelines. The adjustments to setbacks will enable the inclusion of additional lot configurations that provide attainable housing options and a more diverse neighborhood fabric consistent with the community's overall design intent.

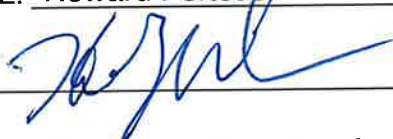
All new product types will continue to be subject to the Karis Design Guidelines, which govern architectural character, materials, and streetscape design. The proposed modifications do not alter the development's vision or quality expectations; they simply accommodate evolving builder and market needs while ensuring that all homes maintain the same cohesive architectural standards established for the project.

Zoning Application (cont.)

If the requested zoning change is for a planned development district, additional materials are required to be submitted with the application. Please see city code Chapter 106 Division 14 for more details.

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

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

SIGNATURE OF APPLICANT (SIGN AND PRINT OR TYPE YOUR NAME)	
PRINTED NAME: <u>Kyle Dossey</u>	
SIGNATURE: 	DATE: <u>1/6/2026</u>
SIGNATURE OF PROPERTY OWNER IF NOT APPLICANT:	
PRINTED NAME: <u>Howard Porteus</u>	
SIGNATURE: 	DATE: <u>1/6/2026</u>
(Letter of authorization required if signature is other than property owner)	
**The property owner must sign the application or submit a notarized letter of authorization.	
For Office Use Only	
MyGov Project # _____	
Date Submitted: _____	
Total Fee: \$ _____	
Date of Payment: _____	
Accepted By: _____	



THE
NEHEMIAH
COMPANY



PD AMENDMENT 4-CLUSTER & 45' FRONT LOAD

VIRIDIAN 4-PACK CLUSTER PRODUCT



VIRIDIAN 4-PACK CLUSTER PRODUCT



VIRIDIAN 4-PACK CLUSTER PRODUCT



VIRIDIAN 4-PACK CLUSTER PRODUCT



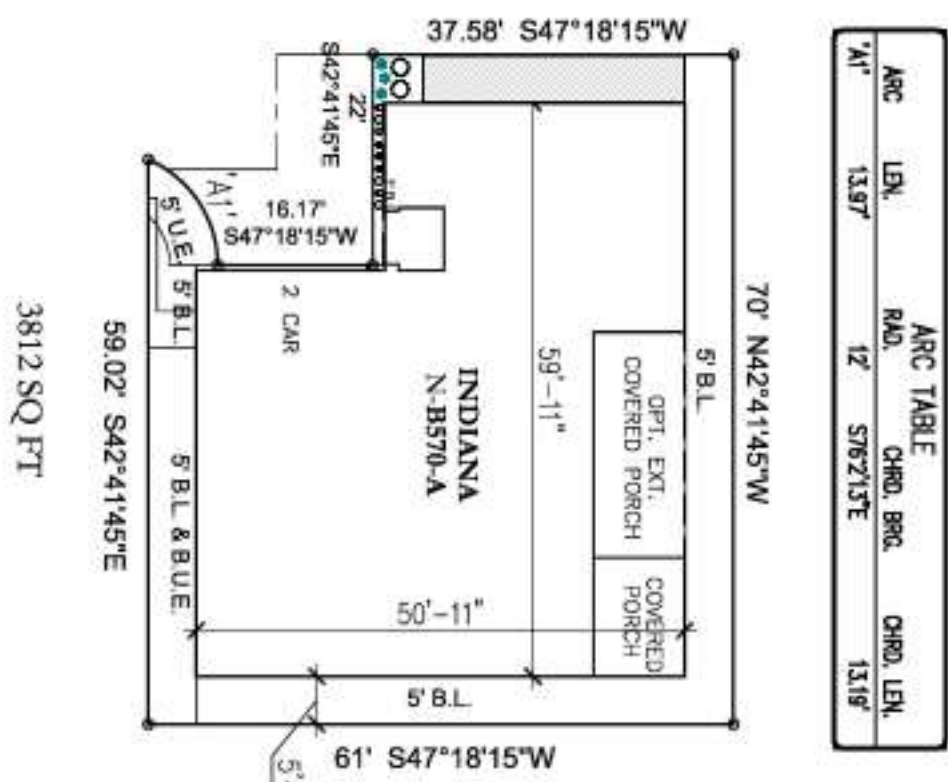
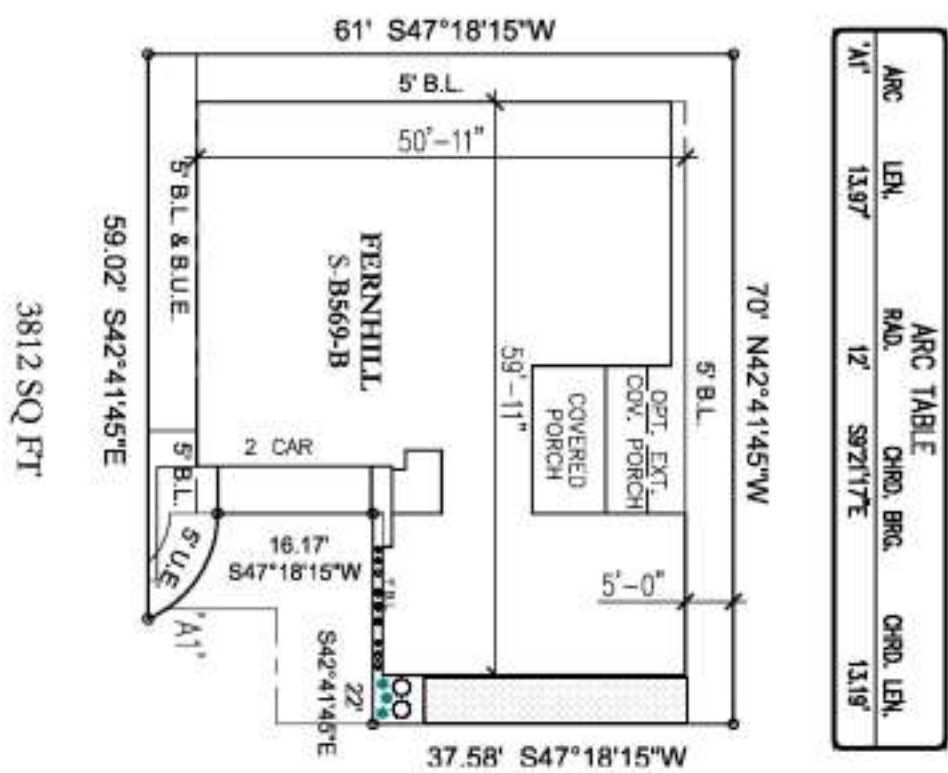
VIRIDIAN 4-PACK CLUSTER PRODUCT



VIRIDIAN 4-PACK CLUSTER PRODUCT



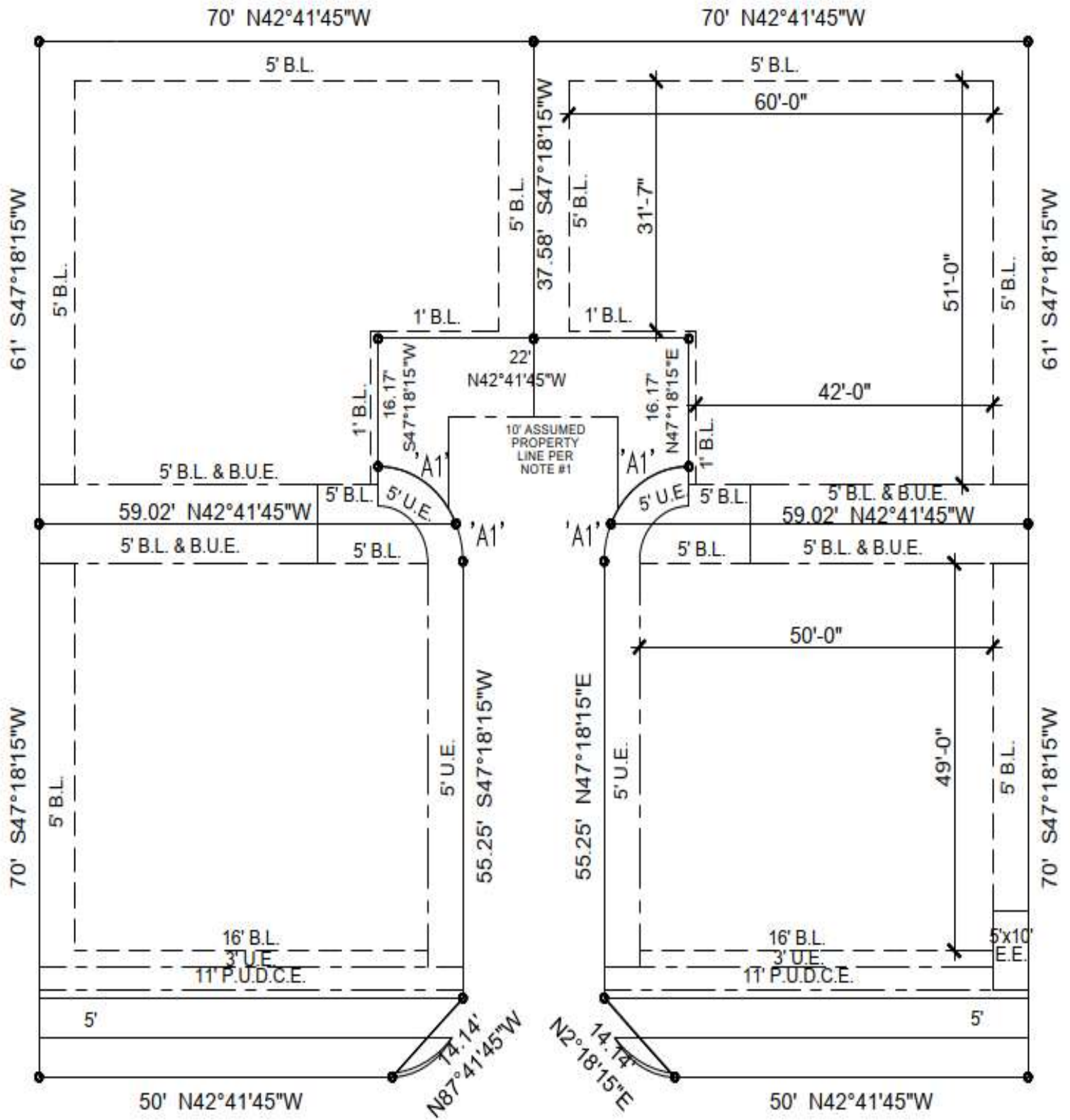
REAR PRODUCT



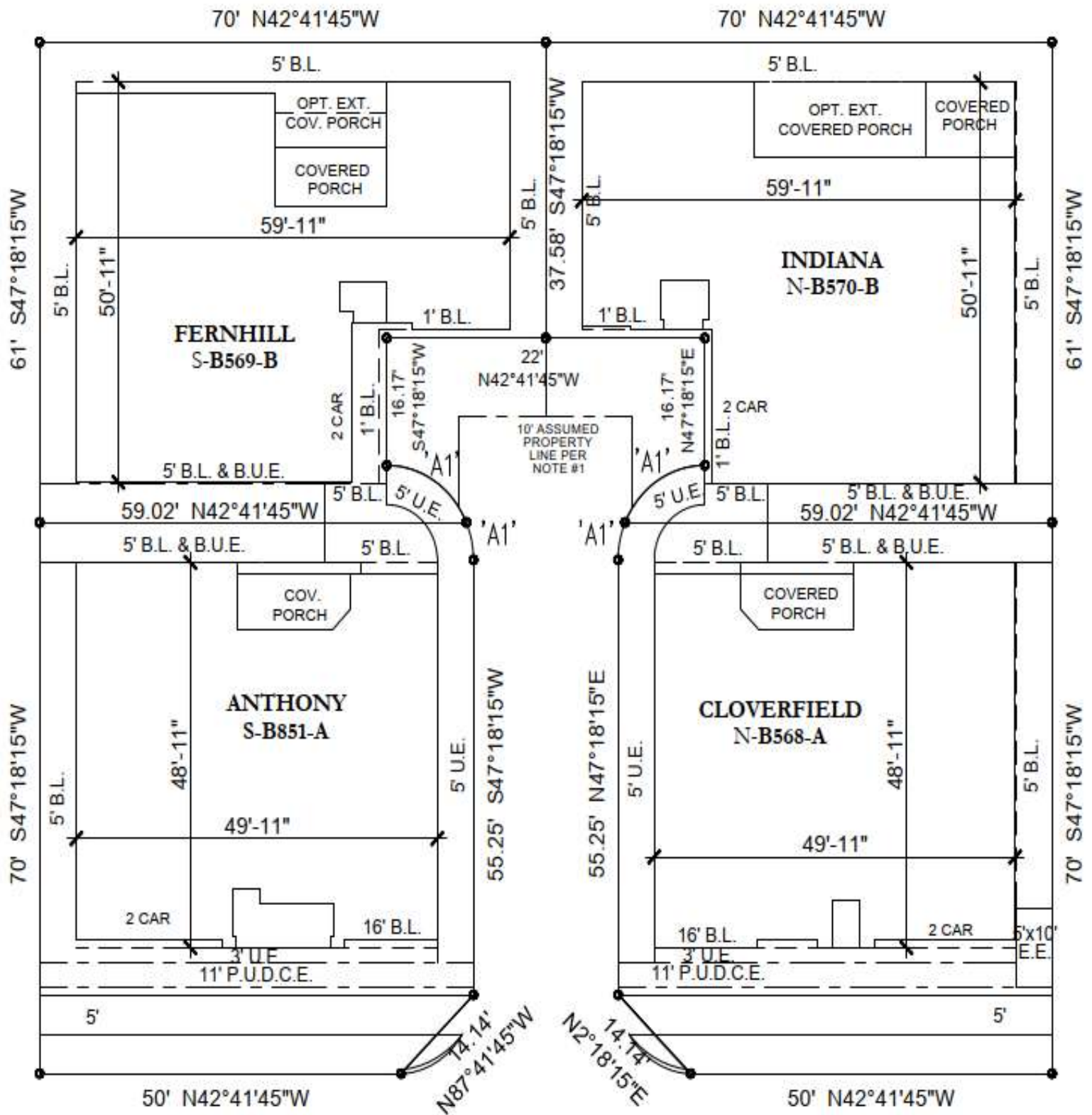
 Twente University

 Faculty of Engineering Technology

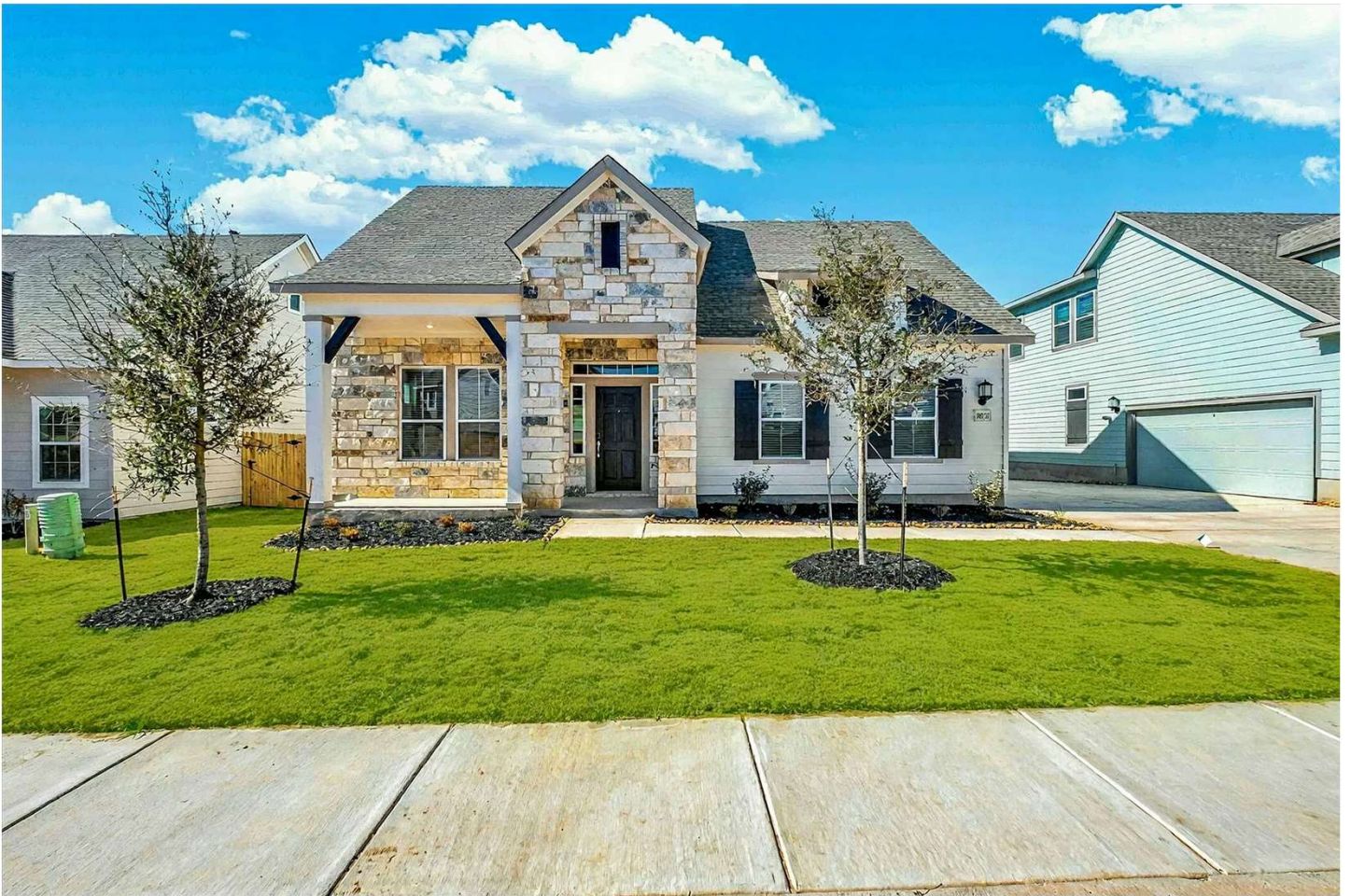
 Department of Mechanical Engineering



OVERALL PLOT PLAN LAYOUT



DAVIS RANCH 4-PACK CLUSTER PRODUCT



DAVIS RANCH 4-PACK CLUSTER PRODUCT



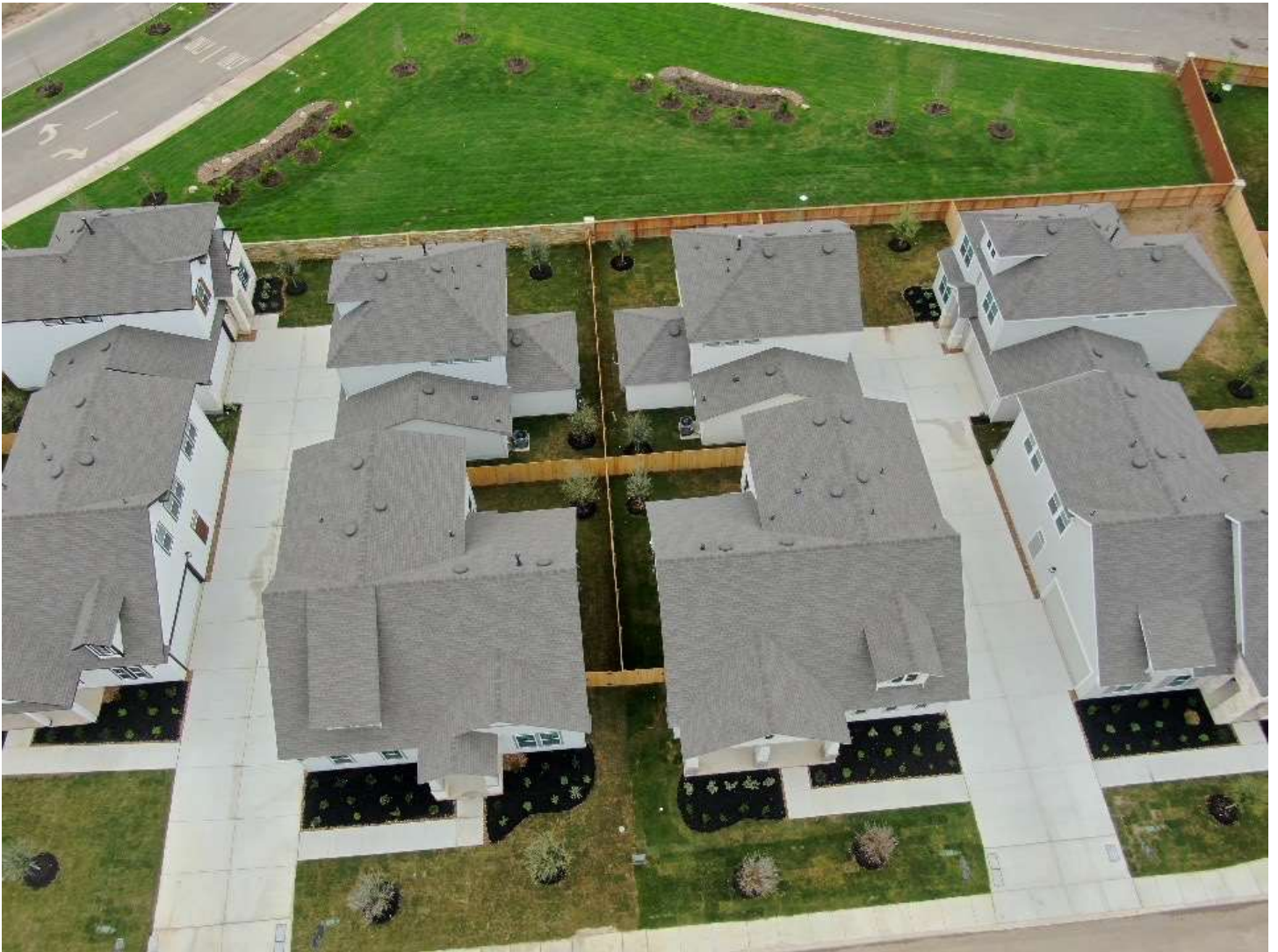
DAVIS RANCH 4-PACK CLUSTER PRODUCT



DAVIS RANCH 4-PACK CLUSTER PRODUCT



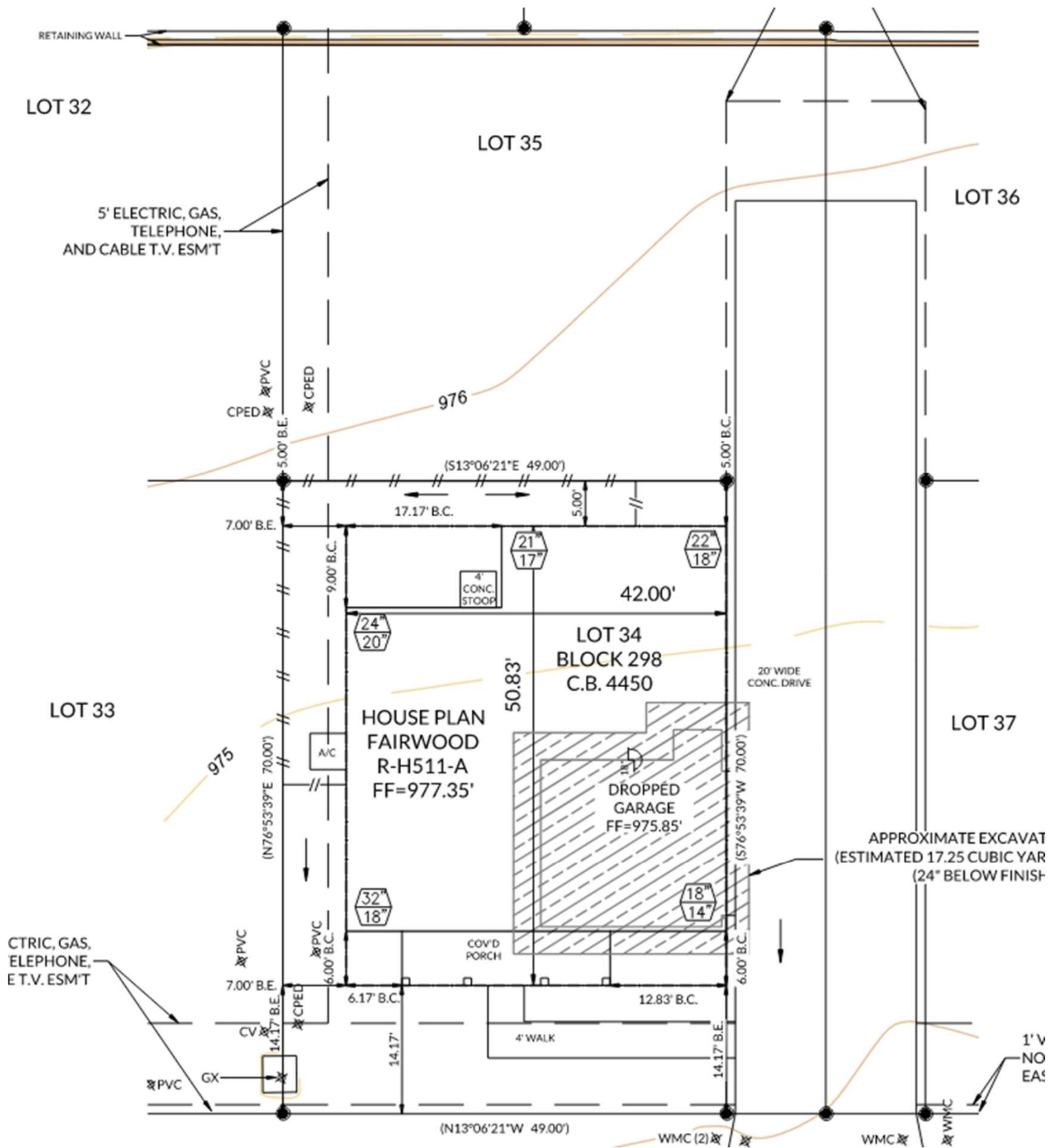
DAVIS RANCH 4-PACK CLUSTER PRODUCT



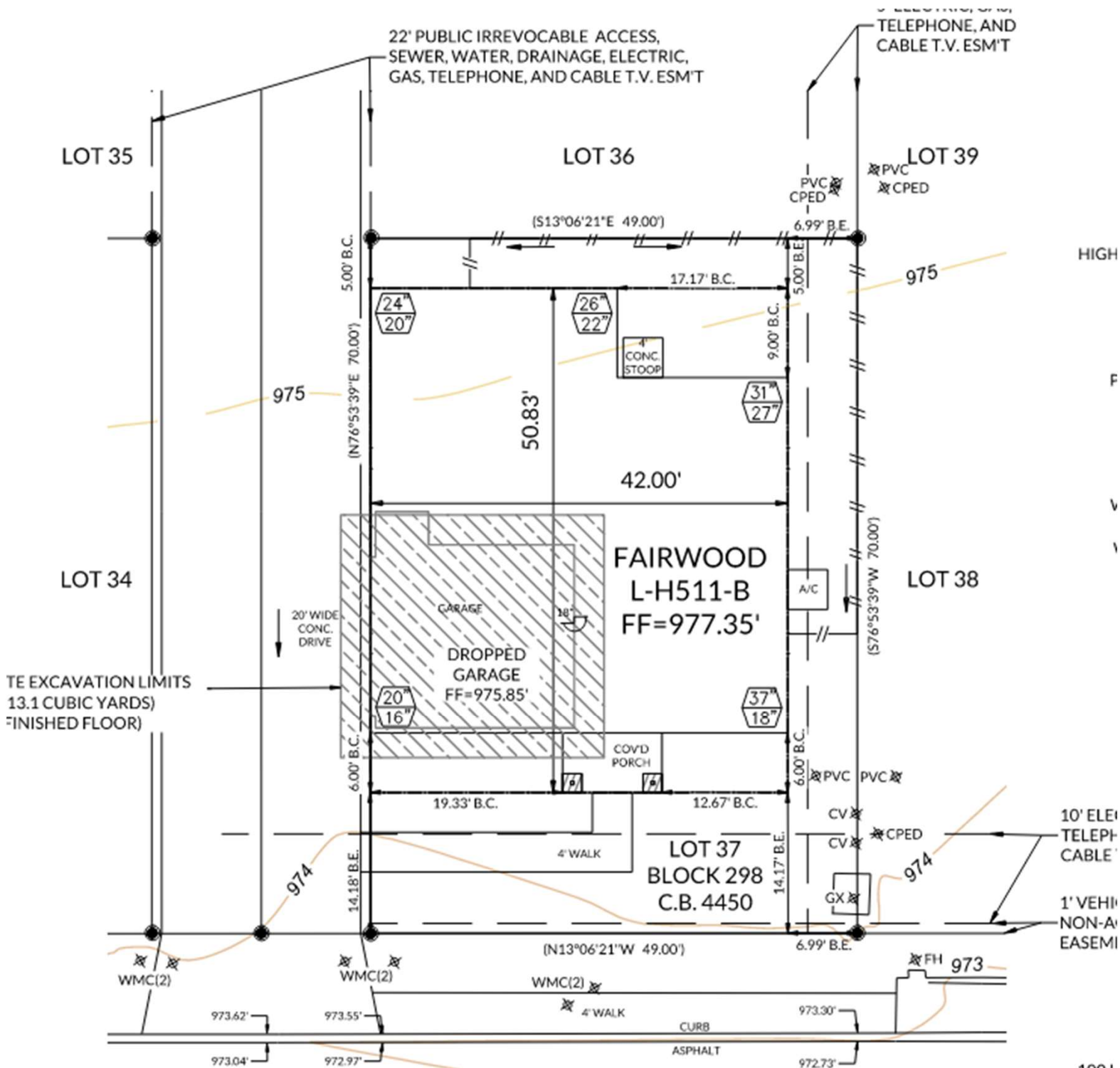
DAVIS RANCH 4-PACK CLUSTER PRODUCT



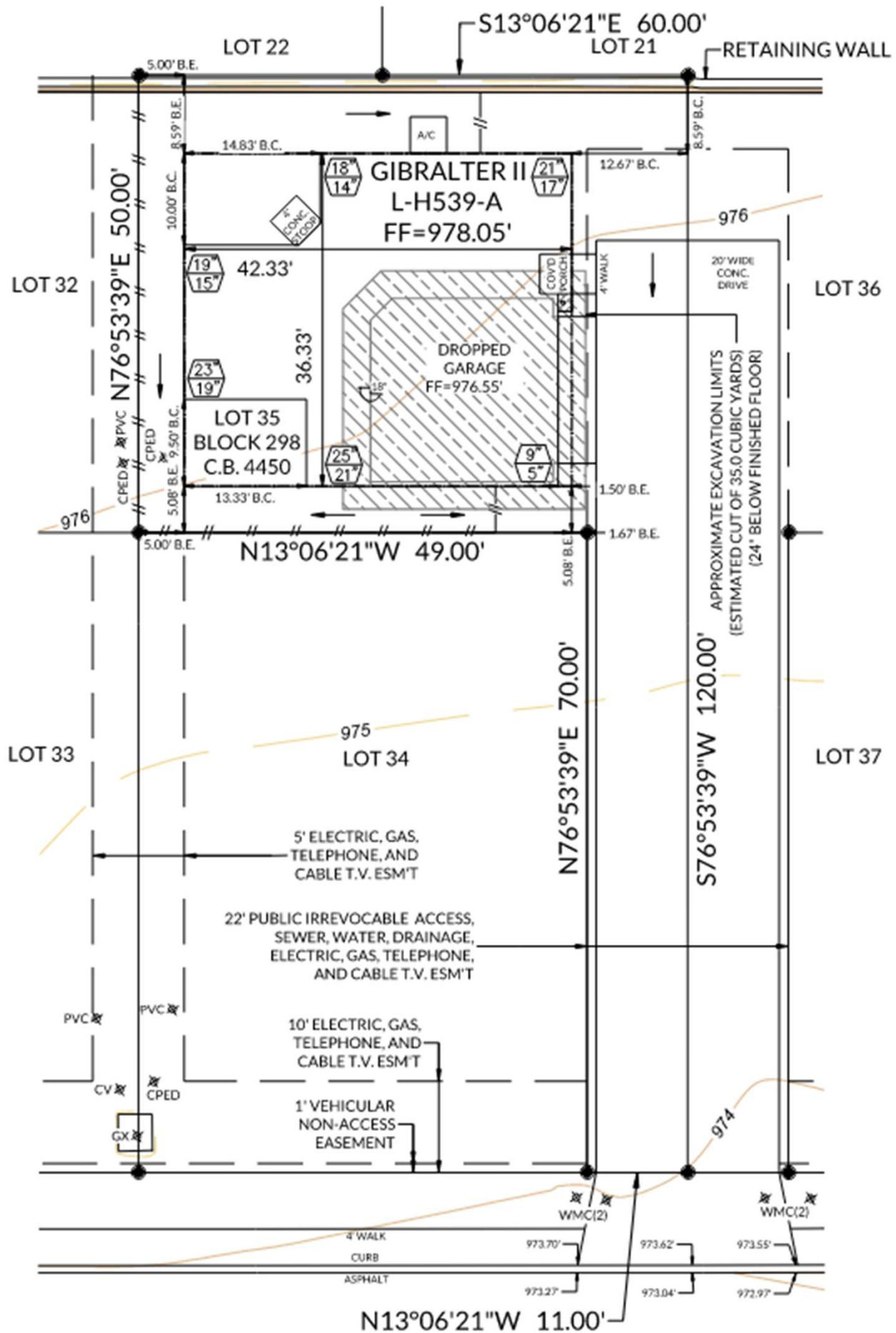
FRONT PRODUCT



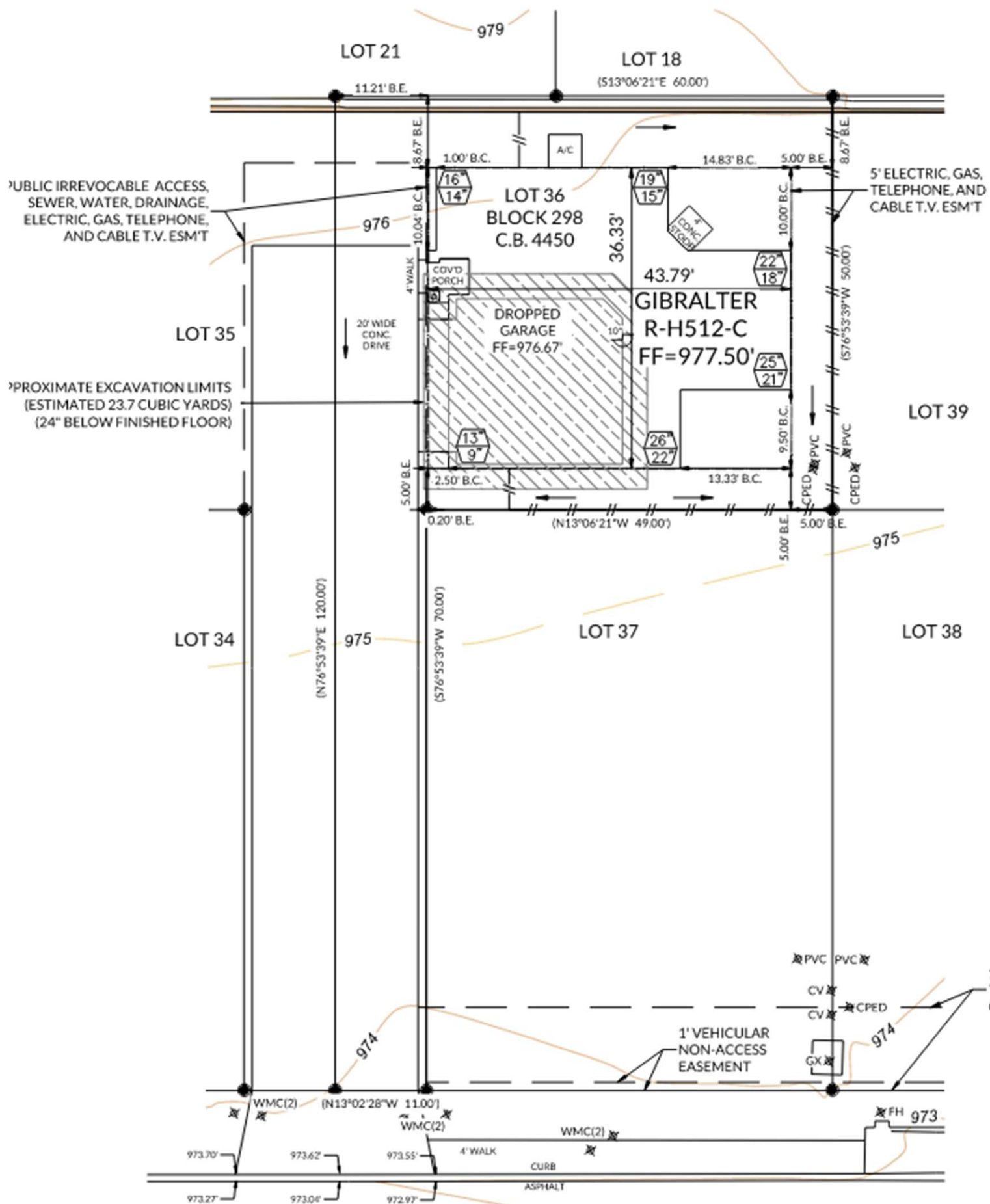
22' PUBLIC IRREVOCABLE ACCESS,
SEWER, WATER, DRAINAGE, ELECTRIC,
GAS, TELEPHONE, AND CABLE T.V. ESM'T



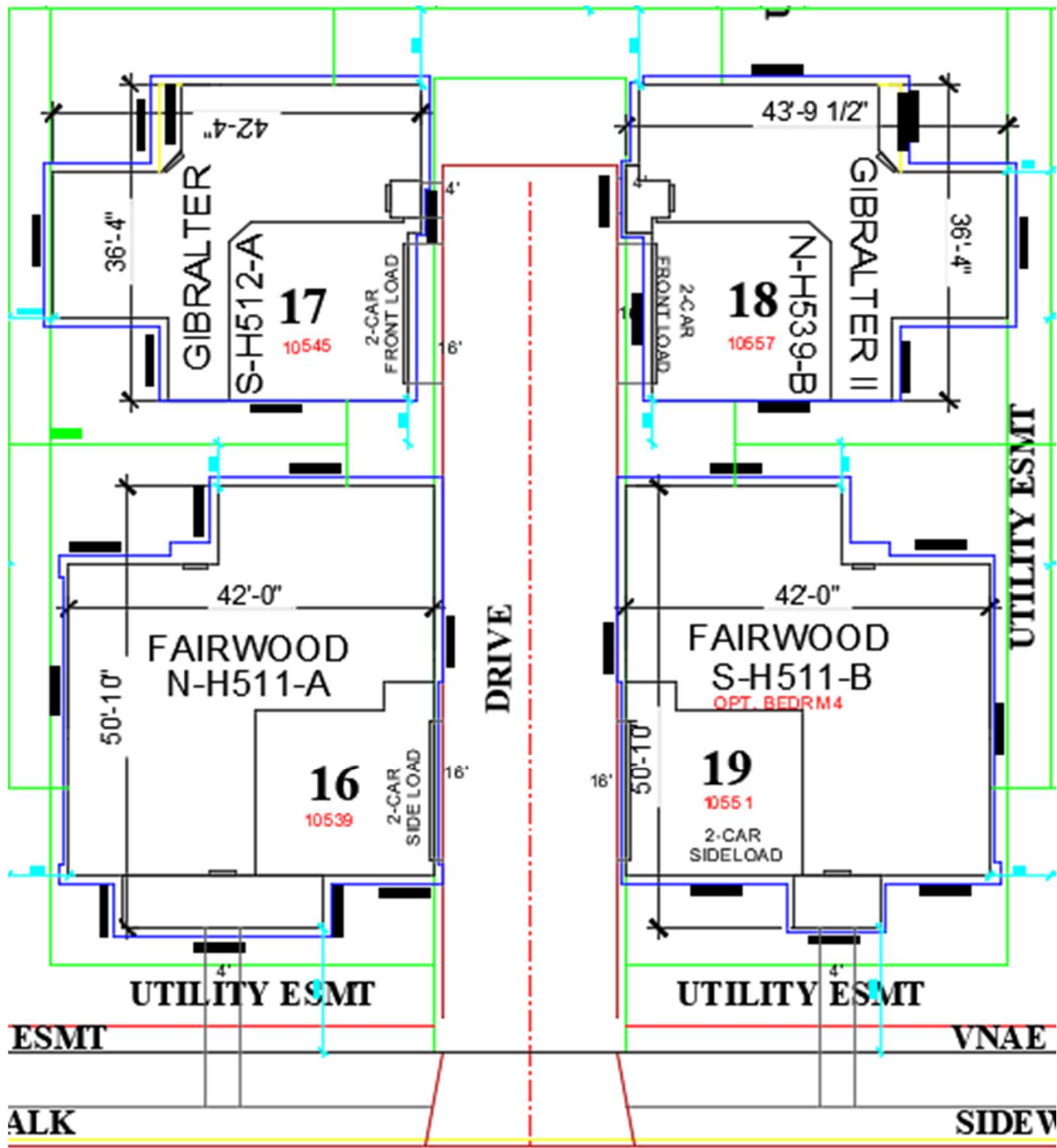
REAR PRODUCT



REAR PRODUCT



OVERALL LOT LAYOUT



THE ANTHONY



Exterior A



Exterior B

VIRIDIAN FLOOR PLAN – CONCEPT ONLY

1,733 - 1,751 sq. ft.

2 - 3 Bedrooms

2 Full Baths

2 Car Garage



THE CLOVERFIELD



Exterior B

VIRIDIAN FLOOR PLAN – CONCEPT ONLY

1,804 - 1,822 sq. ft.

2 Bedrooms

2 Full Baths

2 Car Garage



Exterior A



THE INDIANA



Exterior B

VIRIDIAN FLOOR PLAN – CONCEPT ONLY

1,884 - 1,886 sq. ft.

2 - 3 Bedrooms

2 Full Baths

2 Car Garage



Exterior A



THE FERNHILL



Exterior B

VIRIDIAN FLOOR PLAN – CONCEPT ONLY

1,864 sq. ft.

2 - 3 Bedrooms

2 Full Baths

2 Car Garage



Exterior A



DAVID WEEKLEY 45' EXAMPLE

THE DUNLAP



Exterior D

2,070 - 2,082 sq. ft.

3 - 4 Bedrooms

2 - 3 Full Baths

0 - 1 Half Baths

2 Car Garage



Exterior E



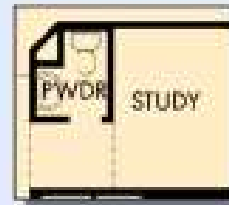
Exterior J

**David Weekley
Homes**

DAVID WEEKLEY 45' EXAMPLE

THE DUNLAP

2,070 - 2,082 sq. ft. • 3 - 4 Bedrooms • 2 - 3 Full Baths • 0 - 1 Half Baths • 2 Car Garage



OPTIONAL POWDER
BATH AT STUDY



OPTIONAL SUPER
SHOWER AT
OWNER'S BATH



OPTIONAL OUTDOOR
LIVING AT FAMILY



OPTIONAL BEDROOM 4
AND BATH 3 AT STUDY

DAVID WEEKLEY 45' EXAMPLE

THE MANHATTAN

15022 SILVANO STREET



Exterior C

2,288 sq. ft.

4 Bedrooms

3 Full Baths

2 Car Garage

Perez Family



Best Homebuying Experience Ever

We have had several homes built in the past by several homebuilders. Our experience with David Weekley was the best we have ever had. The attention to detail and the customer service were exceptional. Both our sales person and Project Manager kept us well informed and treated us like family. Thanks David Weekley

Crystal W.



Welcome Home

My DWHomes experience has been truly 5-stars! From a floorplan concept, reserving a lot filled with dirt, the homebuilding project, to "Welcome Home", the entire process has been amazing. The team provided regular feedback and were always available to address questions and concerns. I was sold on the quality features. The entire team's availability and service has been exceptional before and after closing. Looking forward to enjoying our new home and neighbors for many years to come!

David Weekley
Homes

DAVID WEEKLEY 45' EXAMPLE

THE MANHATTAN
15022 SILVANO STREET

2,288 sq. ft. • 4 Bedrooms • 3 Full Baths • 2 Car Garage



DAVID WEEKLEY 45' EXAMPLE

THE SEDONA



Exterior C

2,577 - 2,634 sq. ft.

4 Bedrooms

3 Full Baths

1 Half Bath

2 Car Garage



Exterior D



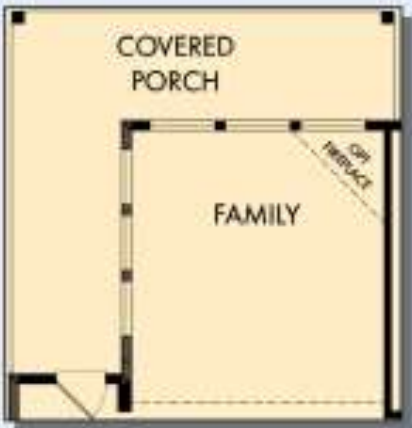
Exterior E

David Weekley
Homes

DAVID WEEKLEY 45' EXAMPLE

THE SEDONA

2,577 - 2,634 sq. ft. • 4 Bedrooms • 3 Full Baths • 1 Half Bath • 2 Car Garage



OPTIONAL EXTENDED COVERED PORCH



OPTIONAL EXTENDED OWNER'S RETREAT



OPTIONAL SUPER SHOWER AT OWNER'S BATH



City of Crowley, Texas City Council Agenda Report

Presenter: Lacy Duncan	Meeting Date: February 5, 2026
Department: Human Resource	Agenda Item: V.1.
Subject: Discuss and consider entering into an agreement with Crowley ISD's Career and Technical Education CTE Internship Program.	

Background:

The Crowley Independent School District Career & Technical Education (CTE) Center offers specialized coursework in areas including Business, Hospitality and Tourism, Human Services, Information Technology, STEM, and Law/Public Services. Students enrolled in these programs are provided opportunities to gain hands-on, real-world experience through structured internships and job-shadowing. This internship program would allow students to work within a designated City department on a set schedule for a limited number of hours each week. The City's role would be to supervise and guide participating students in a manner consistent with standard employee oversight.

Recommendation:

Staff respectfully recommends approval of this agreement to support workforce development efforts and encourage greater interest among local students in public sector and community-focused careers.

Financial Information:

There is no fiscal impact associated with this program, as all internships are unpaid.

Attachments:

1. City of Crowley MOU

CAREER & TECHNICAL EDUCATION INTERNSHIP AGREEMENT

This Agreement ("Agreement") is entered into by and between the Crowley Independent School District, with its principle office located at 1900 Crowley Pride Dr., Fort Worth, TX 76036 (hereinafter, "School District"), and the City of Crowley (hereinafter, "Facility"). The two entities are collectively referred to hereinafter as the "Parties."

WITNESSETH:

WHEREAS, Facility provides an internship program in a Career and Technology Education ("CTE") field of study, (the "Program") and recognizes the professional responsibility of assisting in the teaching of School District students and is interested in providing assistance to the School District's growing CTE Program, and

WHEREAS, the School District desires to send certain students and, perhaps, its faculty ("School District Staff") to Facility for education in the Program:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. This Agreement shall be effective as of the _____ day of _____ 20____ ("Commencement Date")
2. The School District acknowledges that School District Students and Staff (collectively, "School District Personnel") shall be expected to comply with all current policies and procedures of Facility, which policies Facility will make readily available to School District Personnel upon the signing of this Agreement.
3. The Facility acknowledges that School District Personnel will be supervised by Facility Personnel who have passed the Facility background check and who are professionals in the subject matter of the aforementioned CTE field of study.
4. The School District shall ensure that School District Personnel maintain the confidentiality of all information related to Facility in accordance with all applicable federal and state laws and regulations.
5. Facility and the School District acknowledge that each has a legal obligation to maintain the confidentiality and privacy of Student records and information in accordance with FERPA. Neither Facility nor the School District may disclose information contained in Student records received from the other Party to a third Party without prior written consent from the Student or the Student's parent/legal guardian. Facility and the School District must destroy any Student information received from the other Party under this Agreement when such Student information and records are no longer needed for the purposes contemplated under this Agreement.
6. The School District's (administrator) shall serve as a liaison with Facility field instructors when necessary.
7. As needed, the School District shall provide transportation for the students to and from the Facility.
8. As needed, the School District shall provide and maintain records and reports required by Facility for conducting certain experiences of School District Personnel under this Agreement.
9. Facility shall provide learning experiences to School District Personnel in the Program. The number of School District Personnel, their program of education within Facility and the

scheduling of the education at Facility shall be determined by mutual agreement between the Facility's coordinator for CTE internships and the School District's (administrator) and memorialized in the Internship Training Agreement form attached hereto as Exhibit B.

10. All activities of School District Personnel shall be performed under direct supervision of Facility professionals who have successfully completed the aforementioned background checks.
11. Facility and the School District agree that Facility will allow School District Personnel to participate in the learning experiences under the Program, provided that Facility is able to obtain any consents deemed necessary by Facility, which consents shall not be unreasonably withheld by School District Personnel.
12. Facility shall require School District to withdraw a School District Student from the Program If: (1) the achievement, progress, adjustment or health of the student does not warrant continuation at Facility, or (2) the behavior of the student fails to conform to the policies and procedures of Facility.
13. Facility shall provide and maintain records and reports reasonably required by School District for conducting the educational Program.
14. Facility shall agree to give a student who receives work-based training or education from the facility under the CTE program priority in interviewing for any jobs for which the student is qualified that are available on the student's completion of the program.
15. The School District agrees (a) to maintain, at its sole expense, Professional Liability and General Liability coverage for the School District and all School District Personnel with qualified insurers in amounts of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, (b) to maintain, at its sole expense, Workers Compensation coverage for all School District Staff with qualified insurers in amounts required by state law, and (c) to furnish Facility with certificates of such insurance at least sixty (60) days prior to commencement of each term of this Agreement.
- 16. To the extent permitted by current Texas law applicable to independent school districts, the School District agrees to mutually indemnify, defend and hold harmless Facility, its directors, officers, employees, agents or representatives.**
- 17. To the extent permitted by current Texas law applicable to independent school districts, the facility agrees to indemnify, defend and hold harmless School District, its directors, officers, employees, representatives, affiliates and agents from any and all liabilities, lawsuits, claims, damages, losses, expenses, court costs, reasonable attorney's fees, and other reasonable costs of defense resulting from or attributable to acts or omissions of the Facility, Facility Personnel, employees, agents or representatives.**
18. The School District and Facility shall not discriminate against anyone applying to or enrolled in the Program contemplated under this Agreement or employed by either party because of race, color, religion, ethnicity, national origin, age, sex or marital, veteran or handicapped status.
19. The School District and Facility agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of this Agreement, and as they may change or be amended.
20. This Agreement is for a term of one (1) year and shall begin on the Commencement Date hereof; provided; however, that the Agreement may be terminated by either party with or without cause or liability, upon providing at least sixty (60) days written notice to the other party. This Agreement may be extended for additional one (1) year terms upon the mutual, written agreement of the Parties.

21. This Agreement is not intended to create, nor should it be construed to create any relationship between the Parties other than that of independent contractors. Neither Party has the authority to bind the other party, contractually or otherwise, except as specifically authorized in this Agreement.
22. This Agreement shall not be assigned or transferred by either Party without written approval of the other.
23. This Agreement constitutes the entire agreement between the parties. No changes or addition shall be binding upon the parties until reduced to writing and signed by both Parties. This Agreement, when fully executed, shall supersede any and all prior or existing agreements, either oral or written, with respect to the subject matter hereof.
24. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to its conflict of law principles.
25. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in force and effect. Any notices required to be sent under this Agreement shall be deemed given when: (a) personally delivered, (b) if sent by facsimile upon confirmation of successful transmission or (c) if sent by U.S. Mail, three (3) business days after deposit in the U.S. Mail, First Class, certified, or registered, postage pre-paid to the addresses set forth in the first paragraph of this Agreement or such other address as specified in writing.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of this 22nd day of January 2026.

____ City of Crowley _____

Crowley Independent School District

By: _____

By: _____

Name _____

Name: _____

Title: _____

Title: _____



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: February 5, 2026
Department: Community Development	Agenda Item: V.2.
Subject: Discuss and consider approval of a preliminary plat for Teeter Ranch, an approximately 67.59 acre tract in the John W Haynes Survey Abstract No. 774 and the Memucan Hunt Survey Abstract No. 763, Crowley, Tarrant County, and located south of FM 1187 and east of Hampton Rd. Case # PP-2025-002.	

Background:

Summary: The city has received a preliminary plat application for the Teeter Ranch subdivision, but the plat does not meet the zoning and other requirements, and staff cannot recommend approval. The applicant is working on addressing the comments, but they are unable to resolve an issue about side setbacks without a code amendment. The developer has a code amendment request pending that will go to the Planning & Zoning Commission for public hearing in February. In the meantime, state law requires the city to act on the plat. More details are provided below.

The city approved a rezoning of this property to a planned development district in 2024. The district is for residential uses and allows two different lot types. One of the lot types, the PD-R-3, was based on the city's standard R-3 zoning district and follows the R-3 setback regulations, which include a 7.5-foot side yard setback from interior lot lines.

The developer submitted a preliminary plat application last fall, and staff noticed that the side setbacks shown on the plat did not meet the planned development district ordinance requirements. Staff noted this discrepancy in the comments we provided to the developer, and during discussions, the developer's engineers and planning staff realized there was a conflict between the ordinance requirements and the lot layout shown in the concept plan. The concept plan's "typical lot" illustrations shows several setbacks incorrectly, but the only error that the developer can't easily correct is the interior side yard setback. The concept plan shows a 5-ft interior side yard setback for the R-3 lot type rather than the required 7.5-ft interior lot line setback. In a conflict between the ordinance text and the setbacks shown as an illustration for a "typical lot" design in the concept plan, the ordinance text must be followed.

The engineers who worked on the application for the rezoning designed the lots around the concept plan and did not realize the ordinance text conflicted; planning staff reviewed the ordinance based on the requirements in the ordinance text and the general layout shown in the concept plan (e.g., how the lots and streets were arranged, size of blocks, number of intersections) and did not closely review the "typical lot" illustrations shown on the concept plan. The proposed developer designed the site around building a 50-ft pad site, and the development

won't work as planned with smaller homes.

The developer recently had a work session with the Planning & Zoning Commission to discuss a possible amendment to the Teeter Ranch regulations to correct the concept plan and reduce the interior side yard setbacks to 5 ft. After generally positive input from the Commission, the developer submitted an application for a code amendment. That amendment case was scheduled to be heard by the Planning & Zoning Commission on January 26 but has now been postponed until February 23rd because the Commission meeting was canceled due to inclement weather.

In the meantime, the applicant's preliminary plat application is still pending. When the developer realized they needed to submit a code amendment request last fall, they also submitted a request to postpone the plat consideration until the Commission's meeting on February 8. State law only allows the Commission to grant plat postponements for 30 days at a time, so the Commission has been granting the postponement request again each month since then. Staff had planned to ask the Commission to postpone again at the January meeting that was canceled. Since the Commission was not able to postpone the request again and was not able to vote to approve or deny the plat, the plat now has to go to the City Council for consideration.

Because the existing regulations with the 7.5 ft are still in effect, and due to other staff comments that have not yet been resolved (see attached review letters), staff recommend the plat be denied. The applicant will have the option to reapply at any time, and the plat will come back to the Council for consideration.

Staff review

Comprehensive Land Use Plan

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

This property was rezoned as a PD district to fit with the mixed-use concept. Instead of having a screening wall along Hampton as would be typical for a subdivision, the district has housing facing the street. The plan is for the property across Hampton to eventually be rezoned to fit the mixed-use concept, and the housing along Hampton will serve as a buffer between the housing inside the subdivision and the development across the street.

Staff considers the project to conform to the comprehensive land use plan.

Development Requirements

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

Requirements from the Zoning Ordinance (Teeter Ranch planned development district)

As you will read on the attached letter, the plat does not comply with the requirements of the Teeter Ranch zoning ordinance.

Requirements from the Subdivision Regulations (Ch. 98)

The plat does not comply with the requirements of the subdivision regulations (see attached letter).

Public Works / Infrastructure Requirements (Technical Specifications)

The plat does not comply with all infrastructure requirements or technical specifications (see attached letter).

ACTION BY THE CITY COUNCIL

Sample motions are provided below. You are not required to use any of these motions. If the Council follows the staff recommendation to deny/disapprove the plat, please refer to the deficiencies noted in the staff comment letter and TNP comment letter because the city needs to provide the specific reasons for denial.

Approval: I make a motion to approve the preliminary plat for Teeter Ranch, Case # PP-2025-002.

Approval with Conditions: I make a motion to approve the preliminary plat for Teeter Ranch with the following conditions [list conditions].

Deny: I make a motion to disapprove the preliminary plat for Teeter Ranch, Case # PP-2025-002.

Recommendation:

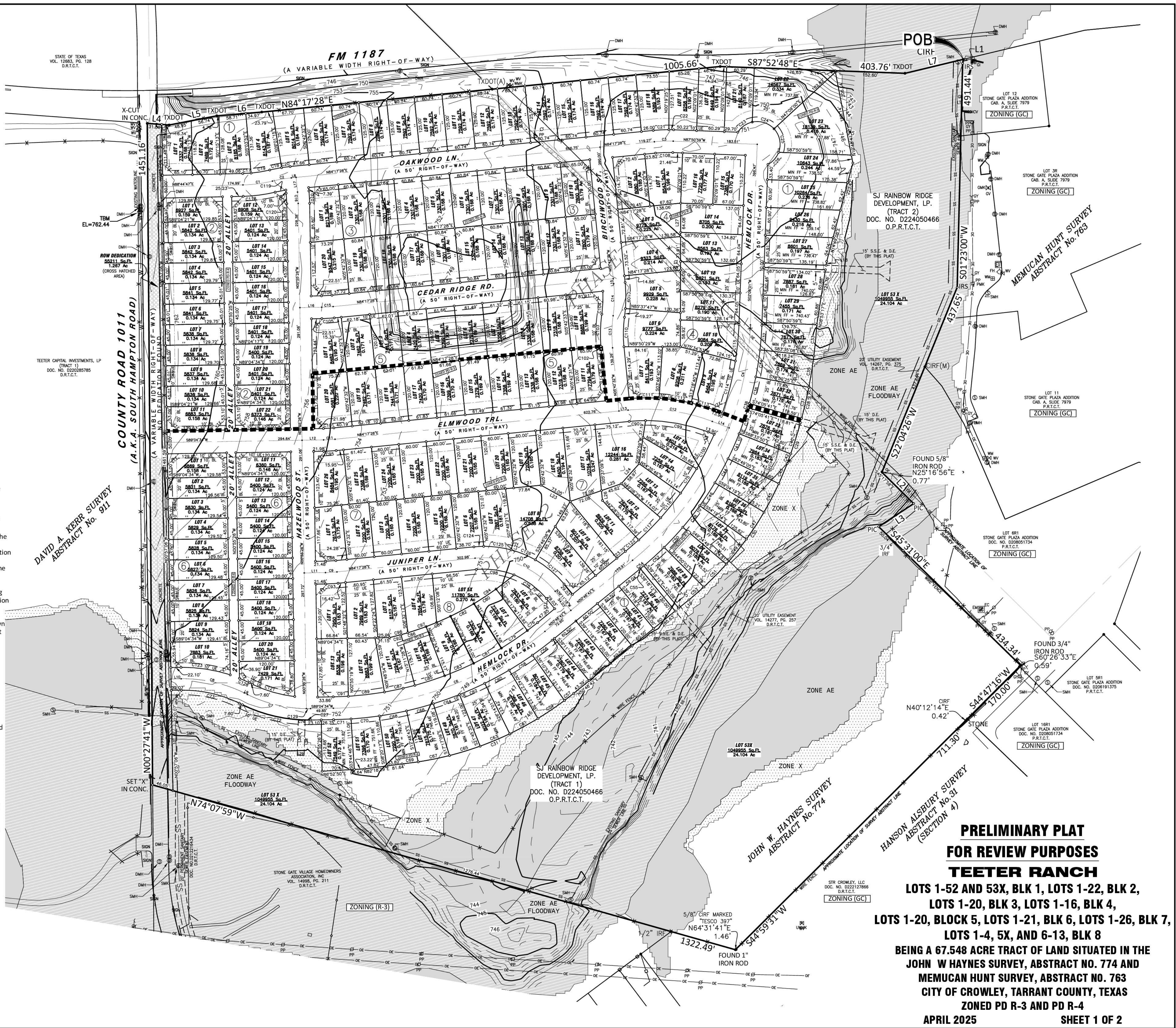
STAFF RECOMMENDATION

Based on the above analysis, staff recommends the plat be disapproved (denied).

Financial Information:

Attachments:

1. PP-2025-002_plat drawing p1
2. PP-2025-002_plat drawing p2
3. PP-2025-002_Teeter Ranch_comment letter_final
4. TNP_Teeter Ranch Review (9.25.25)



SHEET 1 OF 2

Drawing: E:\Survey23\180 Teeter Property Crowley Hawkins\001\Dwg\Final Plat\PP TEETER 4-16-20225.dwg

Curve Table					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C1	12°25'25"	300.00'	65.05'	N82°32'04"E	64.92'
C2	7°58'07"	300.00'	41.72'	N80°18'25"E	41.69'
C3	7°51'33"	300.00'	41.15'	N88°13'15"E	41.12'
C4	18°57'46"	700.00'	231.67'	S11°37'54"W	230.62'
C5	29°41'56"	700.00'	362.84'	S35°57'45"W	358.79'
C6	38°15'51"	750.00'	500.88'	S69°56'38"W	491.62'
C7	25°30'34"	300.00'	133.57'	N76°26'57"W	132.47'
C8	27°13'50"	300.00'	142.58'	N77°18'35"W	141.24'
C9	4°47'05"	300.00'	25.05'	N86°41'01"E	25.05'
C10	56°31'14"	200.00'	197.29'	N67°26'55"W	189.39'
C11	4°47'05"	300.00'	25.05'	N86°41'01"E	25.05'
C12	26°49'19"	400.00'	187.25'	S82°17'52"E	185.55'
C13	13°28'38"	300.00'	70.57'	N01°01'47"E	70.40'
C14	13°28'38"	300.00'	70.57'	N01°01'47"E	70.40'
C15	4°47'05"	300.00'	25.05'	N86°41'01"E	25.05'
C16	4°47'05"	300.00'	25.05'	N03°18'59"W	25.05'
C17	3°48'39"	275.00'	18.29'	S86°50'27"W	18.29'
C18	4°39'24"	325.00'	26.41'	S78°39'03"W	26.41'
C19	8°36'47"	275.00'	41.34'	S80°37'45"W	41.30'
C20	3°18'43"	325.00'	18.79'	S82°36'07"W	18.78'
C21	6°01'57"	325.00'	34.22'	S87°18'27"W	34.20'
C22	1°49'36"	325.00'	10.36'	N86°45'47"W	10.36'
C23	45°16'29"	50.00'	39.51'	S54°47'15"W	38.49'
C24	59°43'31"	50.00'	52.12'	N72°42'45"W	49.79'
C25	63°25'04"	50.00'	55.34'	N11°08'27"W	52.56'
C26	41°34'55"	50.00'	36.29'	N41°21'32"E	35.50'
C27	2°07'29"	325.00'	12.05'	N89°51'42"W	12.05'
C28	11°22'20"	1051.00'	208.61'	N09°08'09"E	208.26'
C29	5°08'00"	1051.00'	94.16'	N17°56'01"E	94.13'
C30	30°18'41"	704.00'	372.44'	N35°39'22"E	368.11'
C31	33°28'46"	704.00'	411.36'	N67°33'05"E	405.54'
C32	4°15'50"	725.00'	53.85'	N04°16'56"E	53.94'
C33	11°22'20"	1051.00'	208.61'	N09°08'09"E	208.26'
C34	4°44'44"	725.00'	60.05'	N08°47'14"E	60.03'
C35	3°48'22"	1051.00'	69.82'	S09°06'42"W	69.81'
C36	4°44'44"	725.00'	60.05'	N13°31'57"E	60.03'
C37	3°48'26"	1051.00'	69.84'	S12°55'06"W	69.82'
C38	0°47'25"	725.00'	10.00'	N16°18'02"E	10.00'
C39	4°44'26"	725.00'	59.99'	N19°03'57"E	59.97'
C40	3°54'05"	1051.00'	71.57'	S17°19°04"W	71.55'
C41	4°44'45"	725.00'	60.05'	N23°48'33"E	60.04'
C42	1°13'55"	1051.00'	22.60'	S19°53'04"W	22.60'
C43	3°52'38"	704.00'	47.64'	S22°26'20"W	47.63'
C44	4°44'45"	725.00'	60.05'	N28°33'18"E	60.04'

Curve Table					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C45	5°43'42"	704.00'	70.39'	S27°14'30"W	70.36'
C46	4°44'45"	725.00'	60.05'	N33°18'03"E	60.04'
C47	5°44'02"	704.00'	70.45'	S32°58'22"W	70.42'
C48	4°44'45"	725.00'	60.05'	N38°02'49"E	60.04'
C49	5°43'58"	704.00'	70.44'	S38°42'22"W	70.41'
C50	4°44'45"	725.00'	60.05'	N42°47'34"E	60.04'
C51	5°43'31"	704.00'	70.35'	S44°26'06"W	70.32'
C52	4°44'26"	725.00'	59.98'	N47°32'10"E	59.97'
C53	3°30'51"	704.00'	43.18'	S49°03'17"W	43.17'
C54	0°47'25"	725.00'	10.00'	N50°18'05"E	10.00'
C55	0°06'55"	725.00'	1.46'	N50°45'15"E	1.46'
C56	4°00'24"	775.00'	54.20'	N52°48'55"E	54.19'
C57	2°04'58"	704.00'	25.59'	S51°51'11"W	25.59'
C58	4°28'26"	775.00'	60.52'	N57°03'20"E	60.50'
C59	5°42'22"	704.00'	70.11'	S55°44'51"W	70.08'
C60	4°28'26"	775.00'	60.52'	N61°31'46"E	60.50'
C61	5°42'36"	704.00'	70.16'	S61°27'20"W	70.13'
C62	4°28'26"	775.00'	60.52'	N66°00'12"E	60.50'
C63	5°42'25"	704.00'	70.12'	S67°09'51"W	70.09'
C64	4°28'26"	775.00'	60.52'	N70°28'38"E	60.50'
C65	5°41'49"	704.00'	70.00'	S72°51'58"W	69.97'
C66	4°28'26"	775.00'	60.52'	N74°57'04"E	60.50'
C67	5°40'48"	704.00'	69.79'	S78°33'17"W	69.76'
C68	4°28'26"	775.00'	60.52'	N79°25'30"E	60.50'
C69	2°53'47"	704.00'	35.59'	S82°50'34"W	35.59'
C70	4°35'31"	775.00'	62.11'	N83°57'29"E	62.10'
C71	2°49'19"	775.00'	38.17'	N87°39'54"E	38.17'
C72	2°13'47"	325.00'	154.45'	S77°18'33"E	153.01'
C73	2°13'50"	275.00'	130.70'	S77°18'35"E	129.47'
C74	2°38'42"	325.00'	15.00'	N87°28'36"W	15.00'
C75	5°25'42"	675.00'	63.95'	S33°06'51"W	63.93'
C76	2°15'01"	725.00'	28.47'	S51°56'13"W	28.47'
C77	4°29'59"	638.00'	50.11'	N51°34'39"E	50.09'
C78	28°56'40"	175.00'	88.41'	S53°39'38"E	87.47'
C79	5°26'05"	725.00'	68.77'	S55°46'46"W	68.74'
C80	5°12'10"	638.00'	57.93'	N56°25'43"E	57.91'
C81	5°27'32"	725.00'	69.08'	S61°13'35"W	69.05'
C82	5°13'16"	638.00'	58.14'	N61°38'26"E	58.12'
C83	5°27'06"	725.00'	68.98'	S66°40'53"W	68.96'
C84	5°12'41"	638.00'	58.03'	N66°51'25"E	58.01'
C85	5°24'06"	725.00'	68.35'	S72°06'29"W	68.33'
C86	5°09'48"	638.00'	57.49'	N72°02'40"E	57.47'
C87	5°22'33"	725.00'	68.02'	S77°29'49"W	68.00'
C88	4°47'05"	275.00'	22.97'	S86°41'01"W	22.96'

Curve Table					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C89	6°17'01"	725.00'	79.51'	S83°19'36"W	79.47'
C90	5°27'31"	375.00'	35.73'	N87°01'14"E	35.71'
C91	2°36'27"	725.00'	32.99'	S87°46'20"W	32.99'
C92	2°22'29"	638.00'	26.44'	N75°48'48"E	26.44'
C93	4°47'05"	325.00'	27.14'	N86°41'01"E	27.13'
C94	17°54'41"	638.00'	199.45'	S58°17°00"W	198.64'
C95	4°47'05"	325.00'	27.14'	N86°41'01"E	27.13'
C96	3°45'45"	638.00'	41.90'	S75°07'10"W	41.89'
C97	5°59'58"	638.00'	66.80'	S70°14'19"W	66.77'
C98	27°34'34"	175.00'	84.23'	S81°55'15"E	83.42'
C99	21°21'48"	375.00'	139.82'	S79°34'07"E	139.01'
C100	7°09'52"	675.00'	84.40'	S26°49'04"W	84.35'
C101	4°47'05"	275.00'	22.97'	S86°41'01"W	22.96'
C102	1°00'40"	325.00'	5.74'	S05°12'12"E	5.74'
C103	12°27'58"	325.00'	70.71'	S01°32'08"W	70.57'
C104	10°32'17"	275.00'	50.58'	S02°29'58"W	50.51'
C105	4°47'05"	325.00'	27.14'	N86°41'01"E	27.13'
C106	4°47'05"	275.00'	22.97'	S86°41'01"W	22.96'
C107	4°47'05"	325.00'	27.14'	N03°18'59"W	27.13'
C108	7°51'33"	275.00'	37.72'	N88°13'15"E	37.69'
C109	10°04'44"	325.00'	57.17'	N00°40'10"W	57.10'
C110	13°28'38"	275.00'	64.69'	N01°01'47"E	64.54'
C111	8°49'04"	425.00'	65.41'	S89°22'08"W	65.34'
C112	9°32'00"	425.00'	70.71'	N81°27'20"W	70.63'
C113	7°48'07"	425.00'	57.87'	N72°47'17"W	57.83'
C114	10°01'01"	675.00'	118.01'	S13°58'55"W	117.86'
C115	6°49'24"	675.00'	80.39'	S05°33'43"W	80.34'
C116	5°54'49"	675.00'	69.67'	S38°47°06"W	69.64'
C117	5°47'27"	675.00'	68.22'	S44°38'14"W	68.19'
C118	12°25'25"	325.00'	70.47'	N82°32'04"E	70.33'
C119	4°56'47"	275.00'	23.74'	N78°47'45"E	23.73'
C120	4°47'05"	275.00'	22.97'	S03°18'59"E	22.96'
C121	20°07'35"	275.00'	96.60'	N73°45'27"W	96.10'
C122	3°16'45"	675.00'	38.63'	S49°10'20"W	38.63'
C123	19°16'35"	325.00'	109.34'	N81°17'13"W	108.83'
C124	5°25'58"	225.00'	21.33'	S87°00'27"W	21.33'
C125	15°24'22"	225.00'	60.50'	N82°34'22"W	60.32'
C126	14°35'19"	225.00'	57.29'	N67°34'32"W	57.13'
C127	21°05'35"	225.00'	82.83'	N49°44'05"W	82.36'
C128	4°10'22"	325.00'	23.67'	N65°46'50"W	23.66'
C129	1°43'12"	300.00'	9.01'	N89°56'10"E	9.01'

OWNER'S CERTIFICATE §

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS SJ Rainbow Ridge Development, LP., being the owners of the hereon described property to wit:

BEING a tract of land situated in the John W. Haynes Survey, Abstract Number 774, and the Memucan Hunt Survey, Abstract Number 763, City of Crowley, Tarrant County, Texas, and being all of tracts 1 and 2 as described by deed to SJ Rainbow Ridge Development, LP as recorded in Document Number D224050466, Deed Records, Tarrant County, Texas (DRTCT), and being more particularly described by metes and bounds as follows: Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.)

BEGINNING at a found 1/2-inch capped iron rod (illegible) for the northeast corner of said Tract 2, same being the northwest corner of Lot 12, Block 1, Stone Gate Plaza Addition, an addition to the City of Crowley, Tarrant County, Texas as shown on the plat recorded in Cabinet A, Slide 7979, Plat Records, Tarrant County, Texas (PRTCT), and being in the south right-of-way line of F.M 1187 (a variable width right-of-way);

THENCE with the common line between said Tract 2 and said Stone Gate Plaza Addition the following courses and distances:

South 09°05'02" West, a distance of 8.93 feet to a found 5/8-inch capped iron rod marked "BHB INC" (CIRF);

South 01°23'00" West, a distance of 491.44 feet to an CIRF;

South 22°04'26" West, passing at a distance of 188.02 feet, a found 5/8-inch iron rod marked "MIZELL RPLS 1967" for the most westerly corner of Lot 11, Block 1 of said Stone Gate Plaza Addition, same being the northwest corner of Lot 6R1, Block 1, Stone Gate Plaza Addition, an addition to the City of Crowley, Tarrant County, Texas as shown on the plat recorded in Document Number D208051734, PRTCT, and now continuing with the common line between said Tract 2 and said Lot 6R1 in all for a total distance of 437.65 feet to a point for the south corner of said Tract 2, and being in the northeast line of the aforementioned Tract 1 from which a found 5/8-inch iron rod bears North 25°16'42" East, a distance of 0.77 feet;

THENCE with the southeast line of said Lot 6R1 the following courses and distances:

South 45°17'58" East, a distance of 97.77 feet to a point in a creek;

South 56°25'15" West, a distance of 91.70 feet to a point in a creek;

South 45°31'00" East, a distance of 434.34 feet to a point for a re-entrant corner in said Lot 6R1, same being in the southeast line of said Tract 1 from which a found 3/4-inch iron rod bears South 60°26'33" East, a distance of 0.59 feet;

THENCE South 44°47'16" West, with the common line between said Tract 1 and said Lot 6R1, passing at a distance of 3.68 feet, a found 1/2-inch capped iron rod marked "W.A.I." for an ell corner in said Lot 6R1, same being the northeast corner of Lot 16R1, Block 1 of the said Stone Gate Plaza Addition as recorded in Document Number D208051734, PRTCT and now continuing with the common line between the said Tract 1 and said Lot 16R1, passing at a distance of 165.02 feet, a found 1/2-inch capped iron rod (illegible) for the northwest corner of said Lot 16R1, same being the most northerly corner of a tract of land as described by deed to STR Crowley, LLC as recorded in Document Number D222127866, DRTCT, and now continuing with the common line between said Tract 1 and the said STR Crowley tract in all for a total distance of 170.00 feet to the center of a found Stone from which a found 5/8-inch iron rod bears South 40°12'14" West, a distance of 0.42 feet;

THENCE South 44°59'31" West, with the common line between said Tract 1 and the said STR Crowley tract, a distance of 711.30 feet to a found 1-inch iron rod from which a found 5/8-inch capped iron rod marked "TESCO 397" bears North 64°31'41" East, a distance of 1.46 feet;

THENCE North 74°07'59" West, continuing with the said common line, passing at a distance of 145.92 feet, a found 1/2-inch iron rod for a corner in the said STR Crowley tract, same being the east corner of a tract of land as described by deed to Stone Gate Village Homeowners Association, Inc. as recorded in Volume 14998, Page 211, DRTCT, and now continuing with the common line between said Tract 1 tract and the said Stone Gate Village Homeowners Association tract in all for a total distance of 1322.49 feet to a found X-cut in County Road 1011, also known as South Hampton Road (a variable width right-of-way), for the southwest corner of said Tract 1, and being in the east line of a tract of land as described by deed to Teeter Capital Investments, LP (Tract 1) as recorded in Document Number D220285785, DRTCT;

THENCE North 00°27'41" West, with the common line between the said SJ Rainbow Ridge Development Tract 1 and the said Teeter Capital Investments tract, a distance of 1451.16 feet to an X-cut found in said County Road 1011 for the northwest corner of the said SJ Rainbow Ridge Development Tract 1, same being the northeast corner of the said Teeter Capital Investments tract, and being in the south right-of-way line of the aforementioned F.M. 1187;

THENCE with the common line between the said SJ Rainbow Ridge Development Tract 1 and the said south right-of-way line the following courses and distances:

South 85°49'20" East, a distance of 48.14 feet to a found TXDOT 4-inch brass disc (TXDOT);

North 79°01'11" East, a distance of 105.69 feet to a TXDOT;

North 85°14'04" East, a distance of 98.46 feet to a TXDOT;

North 84°17'28" East, passing at a distance of 505.56 feet, a found 5/8-inch aluminum capped iron rod marked "TXDOT" for the northeast corner of the said SJ Rainbow Ridge Development Tract 1, same being the northeast corner of the aforementioned Tract 2, and now continuing with the common line between said Tract 2 and the said south right-of-way line in all for a total distance of 1005.66 feet to a TXDOT;

THENCE continuing with the common line between said Tract 2 and the said south right-of-way line the following courses and distances:

South 87°52'48" East, a distance of 403.76 feet to a TXDOT;

North 76°27'51" East, a distance of 130.80 feet to the **POINT OF BEGINNING** and containing 2,942,371 feet or 67.548 acres of land more or less.

Owner's Certificate of Dedication



September 30, 2025

Chris Blevins
Baird, Hampton, and Brown
17330 Preston Road
Suite 205B
Dallas, TX 75252

Staff Review of Teeter Ranch preliminary plat (PP-2025-002)

Dear Mr. Blevins,

City staff have reviewed the preliminary plat and construction plans for Teeter Ranch and have the following comments. *Provide a response letter to this comment letter as a part of the resubmittal.*

NOTE: This is a courtesy comment letter, as the application is still deemed **incomplete**. Please provide all the necessary documents listed in the application completeness letter. An amended completeness check letter was sent along with this comment letter on September 30, 2025.

Planning comments (817-297-2201 x. 3030)

Plat comments – comments other than for typos/word choice are based on the requirements of Ch. 98 subdivision regulations unless otherwise noted.

1. We could not find a few lots on the preliminary plat: Blk 1 Lot 53, Blk 2 Lot 23, Blk 5 Lot 21, Blk 6 Lot 22, Blk 7 Lot 27.
 - *Response: Block 1, Lot 53 has been shown correctly. All other lots specified have been removed from the title block and are no longer a part of the plat.*
 - **ADDRESSED**
2. The title block does not seem to match the lots and blocks on the plat. On the title block it says Blk 2 Lot 1-20 but Block 2 has 22 lots, Block 3 has 20 lots and so on.
 - *Response: The title block has been corrected to match the lot configuration.*
 - **ADDRESSED**
3. For the following lots, what is the lot width at the front setback line?
Block 1: Lots 22, 23, 24, 26, 34, 40
Block 7: Lots 8, 10
Original comment: ADDRESSED
New Comment: What is the lot width of Lot 33 at the front setback line?
4. The following lots do not meet the minimum area requirement of 7,200 sq. ft.
Block 8: Lots 7, 8, 9
Block 7: Lots 13 & 14
 - *Response: Lots have been corrected to meet the minimum requirements.*
 - **ADDRESSED**
5. Some setbacks are shown incorrectly in the PD-R-4 sub-district (for example, Lot 1 and 13 in Block 8 are shown with a 10-ft setback on the side street; this should be 15 ft.). The lots have a 25-ft front yard setback, and corner lots have a street-side side yard setback of 15 ft.



- Response: Based on the approved Development Plan we expected the street side setbacks for both zoning districts to be 10'.
- COMMENT: Staff referenced PD-R-4 by mistake. The comment should have said PD-R-3. R-3 has a 25 ft front setback and 15 ft corner side setback. Corners lots have a minimum lot width of 65 ft to help accommodate the extra side yard setback requirement. (see also Comment #12)

F. PD-R3 Sub-District Standards

1. Where not regulated by the standards below, this sub-district shall follow all regulations applicable to the R-3 single family zoning district.

LOT SIZE AND DENSITY		
Lot Area (Min.)	A	7,200 square feet
Lot Width (Min.)	W	60' (65' on corner lot adjacent to street)
Lot Depth (Min.)	D	100'
Lot Coverage (Max.)		50% (including all accessory buildings on the lot but excluding pools and spas)
PRIMARY BUILDING SETBACKS (MIN.)		
Front (Primary Street)	F	25 feet
Front (Secondary Street) (Corner Lot)	S	15 feet
Side Property Line	S1	7.5 feet. Garages that face the side street must maintain a 25' setback.
Rear Property Line	R	10 feet
ACCESSORY BUILDING SETBACKS (MIN.)		
See R-3 zoning district regulations in the Crowley zoning code		
BUILDING HEIGHT AND MASS		

6. Remove "future" from the notations "future zoning...]. The zoning shown should be the current zoning.
ADDRESSED
7. Proposed future park land dedication(s) should be shown.
8. Proposed future common areas should be shown.
 - Response: A note has been modified in the general notes section to address this.
 - We believe the notes need more detail for clarity about which lots are park land dedication and which are common area open space, as that distinction is not clear from the notes. Also, for Lot 53X, based on the previous discussions, the city anticipated the areas containing the trail and the adjacent areas (extending approx. 20 feet around the trail) to be shown as city park dedication and city maintained, but the remainder of the lot we anticipated being noted as to be maintained by the HOA (or dedicated to the HOA). Our notes from previous discussions are that the city was not interested in taking on maintenance of the entire 23+ acres but would be able to maintain the trail and the area immediately adjacent.
 - Please note that the city Parks maintenance team mows floodplain-adjacent and passive recreation areas on an in-frequent basis (e.g., at most once per quarter). Because the trail runs directly behind some home lots, the home owners may want these areas to be mowed more often than the city mowing schedule permits. If the developer would like these areas mowed more often, the HOA will need to be responsible for mowing.



- Have you discussed with the Public Works Department the process for getting Parks Board approval for the plat dedication? The preliminary plat must show the date of Parks Board acceptance of any park land dedication. If the plat otherwise meets all requirements and is ready for approval, staff can recommend conditional approval, but the Parks Board approval is required before final approval. Please coordinate with the Public Works Department to get the proposed park dedication before the Parks Board for consideration.

9. Lot 4 Block 5 - The lot width dimension is partially blocked. Please show the dimensions clearly. **ADDRESSED**

10. The owner's certificate of dedication does not list all blocks and lots included in the plat. **ADDRESSED**

11. Change the spelling of the P&Z chairman's last name from "Dunman" to "Duman." **ADDRESSED**

12. Provide the required lot summary table.

- **Response: A lot summary table has been added.**
- Table added, acknowledged, but some information is shown incorrectly. The PD-R-3 district has a 15' corner side setback and a 7.5' interior yard setback. After reading your response letter,, we reviewed the example lot sections shown on the concept plan. Both lot types are shown incorrectly. The PD-R-3 district should show a 15' side yard setback on the corner side and a 10' rear setback line (20' is shown on the concept plan), and the PD-R-4 shows a 25' front setback, which should be only 20'.

13. Draw the vicinity map to scale. It must be scaled at 1:1000 **ADDRESSED**

14. Above the title block, add the following language: "Preliminary Plat for Review Purposes Only". **ADDRESSED**

15. We are reviewing the street names at this time and may have comments on the street names at a later date.

Please rename Birchwood and Oakwood. We have one street named Birchwood already, and we have three streets that start with the word Oak.

16. Please remove this language from the owner's dedication:" This plat approved subject to all platting ordinances, rules, regulations, and resolutions of Tarrant County, Texas." Tarrant County does not have platting authority within the city limits of the City of Crowley other than the filing requirements of the County Clerk's Office. **ADDRESSED**

17. New Comment: Please move the front setback line to the Elmwood Trl side. If the front is on the other side, the lot won't meet the minimum lot depth requirement.

18. Pedestrian access easements in Block 1 are not labeled as pedestrian access easements.

19. Note for future building permitting: PD districts require approval of a development plan before any building permits will be issued. The development plan can usually be approved at the staff level. The preliminary plat, once approved, can provide much of the information required for the development plan (e.g., street layouts, location of sidewalks, drainage facilities, and similar elements). However, the development plan should also provide "concepts for public and private landscaping, buffering, and screening (if any)." This information will need to be submitted as part of the development for review by staff prior to submitting for any building permits. We recommend you do this part as soon as possible



so that you have time to get the plan reviewed and approved well in advance of when you expect to start applying for building permits.

20. Note for final plat submittal: At time of final plat, you must provide a copy of the HOA recording documents, which should include both the HOA creation and the CCRs.

21. Please provide HEC-RAS and HEC-HMS files to review the flood study.

City engineer comments (contact Planner to relay questions to city engineer)

See attached letter. Please disregard the statements in the comment letter requesting the TIA and flood study. The planning director had intended to send those files to the engineer with the plat and preliminary plans but accidentally omitted them from the file submittal. Those documents are under review at this time, and comments will be sent to you as soon as possible.

Public Works comments (817-297-2201 ext. 3290)

No comments, but please coordinate with Public Works for Parks Board approval of proposed park land dedication.

Utilities comments (817-297-2201 ext. 3210)

Utilities comments are also attached

Fire Department comments (817-297-2201 ext. 5020)

Civil review

1. C3.10 FH detail update to add 5" hydro-stroz
2. FH red
3. Hose lay distance is 500'

Sincerely,

Memorandum

To: Bhumika Thakore
From: Ryan Jones, P.E.
CC: Rachel Roberts
Date: September 25, 2025
RE: **SINGLE FAMILY RESIDENTIAL - TEETER RANCH
PLAT REVIEW (1st submittal)**

Bhumika,

We have reviewed the Preliminary Plat application for the above-referenced site that we received on September 15, 2025, and offer the following comments:

GENERAL

1. ~~A Traffic Impact Analysis (TIA) is required with the preliminary plat.~~ [addressed]
2. Provide a downstream assessment to confirm there will be no downstream impacts due to development.
3. Provide a flood study to determine the fully developed water surface elevations (WSEL). This is needed due to the proximity of proposed structures to the FEMA floodplain and the fully developed WSEL will be needed to set minimum finished floor elevations.

The response letter indicates that these documents have been provided, but I was not able to locate them in the submittal package.

PRELIMINARY PLAT

4. Label the width of ROW to be dedicated along S. Hampton Rd. along with the total resulting ROW for the thoroughfare.

CIVIL PLANS

5. SHEET C1.04 - Please revise runoff coefficients to use 0.62 instead of 0.60 as stated in the comment response letter.
6. SHEETS C3.00- Add the following notes:
 - "Fire Hydrants shall conform to the latest City of Crowley standards and specifications."
 - "5" Hydra-Storz adapter shall be supplied to all hydrants".
7. SHEET C4.00 – Add the following note: "There shall be a minimum cover of 60 inches over the sanitary sewer main as measured from the top of the pipe to the existing ground or proposed finished grade, whichever is lowest."
8. SHEETS C4.01- Dimension separation between proposed water and sewer mains to ensure the meet TCEQ requirements.
9. SHEET C4.02 – provide a minimum 2 ft vertical separation between water and sewer mains at crossing locations. Check all locations.
10. SHEET C4.05 – adjust flowline at MH station 2+96 such that positive flow is maintained.
11. SHEET C4.07 – adjust water crossing to be above sewer line.

12. SHEET C4.09 – provide a minimum 2 ft vertical separation between water and sewer mains at crossing locations. Check all locations.
13. SHEET C3.01 & C3.04 - Proposed waterline crossings of the existing South Hampton Road shall be installed within a cased bore.
14. SHEETS C5.0 – C5.13 - Curve tables on paving sheets are illegible.
15. SHEET C5.04 – maintain minimum street grade of 0.50%
16. SHEET C5.06 – maintain minimum street grade of 0.50%
17. SHEET C5.08 – maintain minimum street grade of 0.50%
18. SHEET C5.12 – revise notes to be legible without overlaps.
19. SHEET C5.12 - label roadway width, ROW width, lanes, and bike lanes.
20. SHEET C5.12 - Provide roadway typical section for S. Hampton Road that provides widths for ROW, street, on-street parking, bike lane(s), and sidewalk.

If you have any questions or require further information, please do not hesitate to contact me.



Ryan Jones, PE.
817.665.7170
rjones@mpinc.com



City of Crowley, Texas City Council Agenda Report

Presenter: Rachel Roberts	Meeting Date: February 5, 2026
Department: Community Development	Agenda Item: V.3.
Subject: Discuss and consider approving an Interlocal agreement with the North Central Texas Council of Governments for a subscription to Nearmap	

Background:

Crowley used to purchase aerial imagery from NCTCOG every few years for use in the city's GIS program. A few years ago, the city began using Nearmap instead. Nearmap is a subscription service that provides imagery that is updated several times per year instead of once per year; in addition, staff members who don't use GIS can still use the Nearmap service. The service is currently in use by staff from Planning, Administration, Public Works/Utilities, Fire, Code Enforcement, Police, Economic Development, and Special Events.

It is now time to renew the Nearmap subscription. The cost for a one-year contract this year is \$400 more than the cost last year (although still within budget), but the city also has an opportunity to purchase the subscription through NCTCOG with an interlocal agreement. Subscriptions through NCTCOG include a public-facing option for the subscription, meaning we could provide some of our maps (e.g., zoning, new development locations, road closures, etc.) online for the public with the aerial imagery. The NCTCOG purchase costs more than the direct Nearmap subscription with no public-facing option but is within budget if the city subscribes for two years. The city could also get a two-year contract directly through Nearmap for the same price, but the price through NCTCOG is guaranteed for the next five years (it will be the same price when and if we renew), whereas the price through Nearmap has increased each year.

Staff would prefer to have the public-facing option, as we anticipate it being useful for communicating any location-related information to the public.

The interlocal agreement is attached to this report for the City Council's consideration.

The agreement can be terminated with 30-days' notice. Although the contract is for two years, the city would pay the subscription fees on an annual basis rather than paying for two years up front.

Recommendation:

Staff recommend approval.

Financial Information:

The ILA cost is more expensive than subscribing directly through Nearmap without the public-facing option but is within what the city had budgeted for the subscription.

Attachments:

1. ILA_Nearmap_Crowley_draft



**INTERLOCAL AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
CITY OF CROWLEY**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the CITY OF CROWLEY wishes to have its map-based information system include the Nearmap's recurring and/or oblique imagery and has determined that the acquisition of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the purchase of Nearmap's recurring and/or oblique imagery under Master Service Agreement #2020-078.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. NCTCOG has contracted with Nearmap to provide their product at negotiated not-to-exceed rates to the North Texas region.

Nearmap retains all ownership of intellectual property rights in its aerial and oblique imagery and data. Entity is purchasing a data license through NCTCOG and pursuant to the subscription terms set out in Appendix B. Notwithstanding **Section 2.3 of Appendix B**, Entity is permitted to grant access to the Content under the License to its contractor(s) for the purpose of performing work for Entity, provided that the contractor(s) enter into an agreement which requires them to (a) use the Content only to the extent necessary to perform work for the Entity, and (b) immediately delete and destroy the Content in their control or possession at the completion of such work. Entity understands and agrees that it is responsible for compliance with Appendix B and its failure may result in NCTCOG disabling or revoking its data license(s) hereunder.

II. OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG within thirty (30) days.

Population: 18,070

Recurring Aerial Photography	Amount
1-year subscription	
2-year subscription	\$5,800.00
3-year subscription	
4-year subscription	
5-year subscription	

Recurring Aerial Photography + Obliques	Amount
1-year subscription	
2-year subscription	
3-year subscription	
4-year subscription	
5-year subscription	

Annual Subscription Cost	\$5,800.00
Total Subscription Cost	\$11,600.00

You have agreed to the payment terms listed above and have secured the total amount with purchase order (PO) number _____ (please enter PO number and send PO document with returned agreement).

Invoice Term: ☐ Full Payment ☒ Invoice Annually (at beginning of term)

III. TERMINATION

Provisions for terminating Nearmap's aerial and/or oblique imagery subscription can be found in Appendix B. Section 6. In the event Entity terminates this Agreement early for any reason, all funds paid to NCTCOG by Entity are non-refundable. In the event payment obligations for Entity's subscription exceed the amounts paid at the time of early termination, Entity shall be responsible for payment of all such amounts to NCTCOG subject to the non-appropriation clause contained herein.

IV. MISCELLANEOUS

Entirety of Agreement The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were

received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

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

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

Date

CITY OF CROWLEY

Signature

Date

Name: _____

Title: _____

Email: _____

12/9/25

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Donna Coggeshall	
Title:	Program Manager - Research		Senior Program Manager - Research	
Department	Information and Innovation Services		Information and Innovation Services	
Organization:	NCTCOG		NCTCOG	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 695-9156	(817) 640-4428	(817) 695-9168	(817) 640-4428
E-mail:	sbroyles@nctcog.org		dcoggeshall@nctcog.org	

APPENDIX B NEARMAP LICENSING TERMS



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT IS ENTERED INTO BY AND BETWEEN NEARMAP AND CUSTOMER. BY EXECUTING AN ORDER FORM ATTACHED TO THIS MASTER SUBSCRIPTION AGREEMENT OR INCORPORATING THIS MASTER SUBSCRIPTION AGREEMENT BY REFERENCE, NEARMAP AND CUSTOMER AGREE TO BE BOUND BY THIS MASTER SUBSCRIPTION AGREEMENT, THE ORDER FORM, AND ALL TERMS INCORPORATED BY REFERENCE (COLLECTIVELY, THE “**AGREEMENT**”). THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF CUSTOMER ACCESSING OR USING ANY NEARMAP PRODUCTS OR AS SET FORTH ON THE ORDER FORM (“**EFFECTIVE DATE**”). IF CUSTOMER DOES NOT AGREE TO THIS MASTER SUBSCRIPTION AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE ANY NEARMAP PRODUCTS. CAPITALIZED TERMS NOT DEFINED IN THIS MASTER SUBSCRIPTION AGREEMENT HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM.

1. DEFINITIONS

- 1.1. “**Affiliate**” means (a) if Customer contracts with Nearmap AU, a “Subsidiary” or “Related Party,” each as defined in the Corporations Act; or (b) if Customer contracts with Nearmap US, an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, “control” means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.
- 1.2. “**APIs**” means Nearmap’s application programming interfaces made available by Nearmap under the Agreement.
- 1.3. “**Applicable Laws**” means all existing and future federal, state, provincial, regional, territorial and local laws, international treaties, statutes, statutory instruments, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other office releases, guidelines, and policies with the force of law, of or by any government, or any governmental authority, department, or agency thereof (including all federal and state banking laws, regulations, guidance, and policies), or any court of competent jurisdiction that are applicable to the parties in their performance of their obligations or exercise of their rights under the Agreement.
- 1.4. “**Authorized User**” means Customer’s employees, agents, independent contractors, and consultants that use the Products on Customer’s behalf; provided that, to the extent Customer desires its agents, independent contractors, and consultants to be Authorized Users, it must receive Nearmap’s prior, written consent (email to suffice).
- 1.5. “**Confidential Information**” has the meaning set forth in Section 10.1.
- 1.6. “**Corporations Act**” means Corporations Act 2001 (Cth) of Australia, as amended.
- 1.7. “**Customer**” has the meaning set forth in the applicable Order Form.
- 1.8. “**Customer Data**” means information, data, and other content, in any form or medium, that is uploaded to, or otherwise received by, the Platform, directly (including via a third-party provider) from an Authorized User.
- 1.9. “**De-identified Data**” has the meaning set forth in Section 3.4.
- 1.10. “**Derivative Works**” means a work that is based upon another work, such as a revision, modification, or any other form in which the original work may be recast, transformed, or adapted and that if prepared without the authorization of the owner of the copyright in the original work, would constitute a copyright infringement.
- 1.11. “**Documentation**” means any end user technical documentation provided by Nearmap for the Products located at <https://help.nearmap.com>.
- 1.12. “**Feedback**” has the meaning set forth in Section 4.2.
- 1.13. “**Fees**” has the meaning set forth in Section 5.1.
- 1.14. “**Nearmap**” means (a) if Customer is located in Australia or New Zealand, as determined by Customer’s billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap Australia Pty Ltd

(ABN 16 120 677 250) (NZCN 6603574) ("**Nearmap AU**"), with offices located at Level 4, Tower One, International Towers, 100 Barangaroo Avenue, Barangaroo NSW 2000; or (b) if Customer is located in the United States of America, Canada, or any other jurisdiction other than Australia or New Zealand, as determined by Customer's billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap US, Inc. ("**Nearmap US**"), with offices located at 1850 Ashton Blvd, Ste 500, Lehi, UT 84043.

1.15. "**Nearmap Data**" means any data made available by or on behalf of Nearmap to the Customer in connection with the APIs or a Platform.

1.16. "**Nearmap Policies**" has the meaning set forth in Section 2.9.

1.17. "**Order Form**" means a written document or electronic form, including any order, statement of work, proposal, quote, schedule, or other such documentation, whether or not labeled "Order Form," that details the Products, including quantities, specifications, pricing, payment terms, and any other pertinent terms and conditions agreed upon by both parties.

1.18. "**Output**" has the meaning set forth in Section 2.1.1.

1.19. "**Personal Data**" means any data or information that is linked or reasonably linkable to an identified or identifiable natural person.

1.20. "**Platform**" means Nearmap's online web-based application provided by Nearmap, as further described in the "Products" section of an Order Form.

1.21. "**Privacy Policy**" has the meaning set forth in Section 13.

1.22. "**Process**" or "**Processing**" means any operation or set of operations performed, whether by manual or automated means, on information or on sets of information, such as the collection, use, storage, disclosure by transmission, dissemination or otherwise making available, alignment or combination, analysis, restriction, deletion, or modification of information.

1.23. "**Products**" means, collectively, the API and Platform.

1.24. "**Product-Specific Terms**" means the terms and conditions governing the use of specific then-current Products generally available to Nearmap customers via the Nearmap website at <https://www.nearmap.com/us/en/legal/product-specific-terms>.

1.25. "**Service Level Agreement**" means the service level agreement provided by Nearmap for the Platform, as further described at <https://www.nearmap.com/legal/service-level-agreement>.

1.26. "**Subscription Term**" means the term specified on the Order Form, including without limitation in the "License Term," "Subscription Term," or "Subscription Period" section of the Order Form, together with any renewal terms.

1.27. "**Support Policy**" has the meaning set forth in Section 2.6.

1.28. "**Territory**" means, as applicable, Australia, Canada, New Zealand, and/or the United States of America. Coverage by Nearmap within the Territory is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage> for Canada and the United States of America, at <https://www.nearmap.com/au/coverage> for Australia, and at <https://www.nearmap.com/nz/coverage> for New Zealand.

1.29. "**Third-Party Services**" has the meaning set forth in Section 3.5.

1.30. "**Usage Data**" has the meaning set forth in Section 3.4.

2. NEARMAP PRODUCTS AND SERVICES

2.1. **Access to Products.** Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of the Agreement:

2.1.1. **Platform.** To the extent Customer elects to use the Platform or the Platform is specified in an Order Form, Nearmap hereby grants Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, non-transferable (except in compliance with Section 14.1)

right to access and use the Platform in the Territory during the Subscription Term to: (a) use the Platform and the Nearmap Data for Customer's internal business purposes subject to any further limitations set forth in an Order Form; (b) create Derivative Works of the Nearmap Data (subject to Section 2.2), strictly in the form of reports, presentations, maps or other documents for internal purposes only that are fixed in a non-manipulable medium (the "**Output**"); and (c) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer's rights under this Section 2.1.1, solely for use by Authorized Users in accordance with the Documentation and the terms and conditions herein.

- 2.1.2. **API.** To the extent Customer elects to use an API or an API is specified in an Order Form, Nearmap hereby grants to Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, and non-transferable (except in compliance with Section 14.1) right and license in the Territory during the

Subscription Term to: (a) access and use the APIs to receive Nearmap Data; (b) use the Nearmap Data for Customer's internal business purposes subject to any further limitations set forth in an Order Form; (c) create Output for internal purposes only; and (d) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer's rights under this Section 2.1.2.

- 2.1.3. **Other Rights Reserved.** Other than as expressly set out in Sections 2.1.1 and 2.1.2, Customer may not use the Platform, an API, or Nearmap Data for any other purpose without Nearmap's prior written consent, and all other rights therein and thereto are hereby reserved by Nearmap.

- 2.2. **Nearmap Attribution.** If Customer creates Output, Customer must expressly acknowledge Nearmap in a reasonably prominent manner on each Output (by displaying the Nearmap logo or such other attribution as reasonably requested by Nearmap), as the source of any data underlying the Output. Unless otherwise permitted in writing by Nearmap, Customer must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Output. Customer must include all requisite legends indicating and preserving Nearmap's rights in and to the Products. All Output must include the following copyright notice on the work: "Created with [TITLE OF PRODUCT]© [year] Nearmap US, Inc.", if the Nearmap contracting entity is Nearmap US; or "Created with [TITLE OF PRODUCT]© [year] Nearmap Australia Pty Ltd", if the Nearmap contracting entity is Nearmap AU.

- 2.3. **Authorized Users.** Authorized Users may use the Products on Customer's behalf, provided Customer remains liable and responsible for the acts and omissions of each such Authorized User. Customer acknowledges and agrees that each Authorized User must have its own unique password and cannot share such password with any other users. If Customer is given passwords to access the Products on Nearmap's systems, Customer shall require that all Authorized Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer's accounts and passwords.

- 2.4. **Use by Affiliates.** Each of Customer's Affiliates will be entitled to access and use the Products in accordance with the terms and conditions of this Master Subscription Agreement, provided that such Affiliate executes a separate Order Form with Nearmap.

- 2.5. **General Restrictions.** Customer shall not, and shall not allow or induce any third party (including any Authorized User) to: (a) sell, rent, lease, or use the Products for time sharing purposes; (b) use the Products to help develop, or help provide to any third party, any product or service similar to or competitive with the Products, or copy any ideas, features, functions, documentation, content, audio or visual material, images, graphics, photos, digitalmedia, or other materials or content of any type that are provided by, derived from, or based on the Products; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Products; (d) copy, modify, or create Derivative Works from the Products or any Documentation (except as permitted in Section 2.1.1(b) or Section 2.1.2(c));

(e) remove or obscure any copyright or proprietary or other notice contained in the Products or Documentation; (f) create an internal or commercial imagery dataset or Derivative Works composed principally of the Nearmap Data; (g) unless otherwise stated in an Order Form, make the Products publicly accessible or viewable; (h) use the Products for the purpose of product development, tuning, training, or modification of internal models, generation of aggregated analysis, or creation of data elements related to the Products; (i) create any Derivative Works from the Products combined with any third party imagery or based on any third party imagery; (j) propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data; (k) access or use the Products in a manner intended to circumvent or exceed service account limitations, contractual usage limits, or requirements; (l) disrupt, disable, interfere with, or disrupt the integrity or performance of the Products or the data contained therein, including

through excessive use; (m) use any Products in a manner that violates any Applicable Law, regulation, or legal requirement or obligation; (n) use any Products in violation of any third-party rights of privacy or intellectual property rights; (o) use or permit the use of any tools in order to probe, scan, or attempt to penetrate or benchmark any Products; (p) post, upload, transmit, or provide any Customer Data that Nearmap reasonably deems to be unlawful, harmful, abusive, or otherwise objectionable; (q) attempt to gain unauthorized access to the Products or its related systems or networks; (r) utilize any machine learning products, including any open-source products, in connection with the use of the Products; or (s) use the Products except as expressly permitted by the Agreement.

- 2.6. **Support; Improvements.** Customer acknowledges that Nearmap may improve and modify the features and functionality of the Products during the Subscription Term. Nearmap will provide Customer with commercially reasonable notice of any changes made to a material feature or functionality of the Products and will provide support to Customer in accordance with its then-current support policies generally available to Nearmap customers via the Nearmap website: <https://support.nearmap.com> ("**Support Policy**"). Notwithstanding the foregoing, Nearmap has no obligation to provide Customer with any additional support, but if Nearmap and Customer agree to do so, Nearmap may charge Customer reasonable additional fees for the additional support provided to Customer by Nearmap.
- 2.7. **Product-Specific Terms.** For any Products listed on an Order Form, the applicable Product-Specific Terms are hereby incorporated into the Agreement by reference.
- 2.8. **Service Level Agreement.** Nearmap's uptimes, metrics, and provision of the Products are in accordance with the system status located at: <https://www.nearmap.com/status> ("**Status**"). Customer may subscribe to receive optional Status updates. Nearmap will provide the Platform in accordance with the availability obligations, service credits, and other terms set forth in the Service Level Agreement.
- 2.9. **Nearmap Policies.** Nearmap reserves the right to update its Product-Specific Terms, Support Policy, Documentation, and Privacy Policy (collectively "**Nearmap Policies**") at any time in its sole discretion provided that any updates shall not materially diminish the level of privacy, support, or obligations set forth in such Nearmap Policies during the Subscription Term in which Nearmap updates such Nearmap Policies.

3. CUSTOMER'S OBLIGATIONS; CUSTOMER DATA

- 3.1. **Customer Obligations.** Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Nearmap that: (a) Customer's use of the Products and all Customer Data is and will be at all times compliant with all Applicable Laws; (b) Customer has provided all required notices and obtained and will maintain (and acknowledges it is solely responsible for obtaining and maintaining) all necessary consents as may be required by Applicable Laws to grant the Customer Data rights granted to Nearmap in Section 3.3, and Process such Customer Data as contemplated by the Agreement; (c) Nearmap's use of the Customer Data does not infringe or otherwise violate the rights of any third party, including any intellectual property rights, fiduciary duty, and/or privacy rights; (d) Customer will access the APIs using only the login credentials and API key(s) assigned to Customer and as provided by Nearmap; (e) Customer will comply with any limits placed on access to and use of the APIs in the Order Form or in the Documentation, including any rate or data limits on queries to the API; and (f) Customer is responsible for all activities that occur with respect to the Products, use of the Products, and compliance with the Agreement. Customer is responsible for, and will hold confidential, all login credentials, including usernames and passwords, for administrator accounts, as well as the accounts of the Authorized Users. Nearmap will not be responsible for any damages, losses, or liability to Customer, Authorized Users, or anyone else due to such information not being kept confidential by Customer or the Authorized Users, or if such information is correctly provided by an unauthorized third-party logging into and accessing the products.
- 3.2. **Customer Restrictions.** Unless otherwise agreed to in writing, Customer is prohibited from uploading, or otherwise providing, directly or indirectly (including via a third-party provider or an Authorized User) by or through the Products, or provided by Customer to Nearmap to input into the Products, Customer Data that includes any sensitive information, including a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, or any other similar information which may be subject to specific data privacy and security laws. Nearmap does not make any representations as to the adequacy of the Products to Process Customer Data or to satisfy any legal or compliance requirements which may apply to Customer Data, other than as described herein.
- 3.3. **Rights in Customer Data.** As between the parties, Customer shall retain all right, title and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to Customer Data. Customer hereby grants to Nearmap a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through

multiple tiers), fully paid-up, royalty-free right and license to use, copy, store, transmit, modify, and display Customer Data in order to: (a) provide the Products to Customer; (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice); and (c) as otherwise permitted by Applicable Laws. Nearmap will not share Customer Data with any third parties, except with (i) Nearmap's Affiliates, (ii) a subcontractor for a business purpose pursuant to a written agreement, provided that Nearmap shall be liable to Customer for the acts or omissions of any subcontractor to whom Nearmap has disclosed or permitted to access Customer Data as if they were the acts or omissions of Nearmap; and (iii) to third parties as necessary to comply with Applicable Laws.

3.4. **Usage Data and De-identified Data.** Customer acknowledges and agrees that Nearmap may create, collect, analyze, retain, and use data and other information that results or is derived from (a) Customer's use of the Products ("**Usage Data**"); and (b) Customer Data that is used solely in a deidentified manner such that the information is no longer Personal Data under Applicable Laws ("**De-identified Data**"), for the purposes of developing, maintaining, operating, improving, or providing the Products. For clarity, Usage Data and De-identified Data, and all intellectual property and proprietary rights therein, shall be exclusively owned by Nearmap. In the event Customer gains or retains any interest in the Usage Data or De-identified Data, Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Usage Data or De-identified Data.

3.5. **Third Party Application Service Providers.** Customer may be able to access and use certain third-party services or products (e.g., a third-party service that integrates with Nearmap via opt-in or uses Nearmap's APIs) through or with

its use of the Products ("**Third-Party Services**"). IF CUSTOMER USES ANY THIRD-PARTY SERVICES, CUSTOMER AGREES TO SUCH THIRD-PARTY SERVICES' TERMS AND CONDITIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. NEARMAP DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEARMAP WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY AUTHORIZED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

4. IP OWNERSHIP

4.1. **Ownership.**

4.1.1. **Nearmap Ownership.** Customer agrees that Nearmap or the providers of Third-Party Services own and retain all right, title, and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to (a) the Products, Documentation, Nearmap Data, Usage Data, De-identified Data, and any and all related and underlying technology, documentation, content, audio or visual material, images, graphics, photos, digital media, or other materials or content of any type, trademarks, and other information and (b) any idea, discovery, design, method, material, formula, trade secret, invention (including any discovery of a new technology and any improvement to existing technology), know-how, innovation, writing, work of authorship, compilation, and other development or improvement, whether or not patented or patentable, copyrightable, or reduced to practice or writing and all intellectual property rights thereto.

4.1.2. **Customer Ownership.** Subject to Section 6.4, Customer may continue using the Output provided that Nearmap may, by written notice to Customer at any time, limit Customer's use of certain Output or require Customer to cease using certain Output (and delete any copies of them) if Nearmap forms the view, in Nearmap's sole and absolute discretion, that Customer's use of the Output may infringe the rights of any third party. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Nearmap Data embedded in any Output, but all other rights in and to the Output will belong to Customer.

4.2. **Feedback.** In the event Customer or its Authorized Users provide Nearmap with any suggestions, ideas, improvements, or other feedback with respect to any aspect of the Products ("**Feedback**"), Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Feedback.

5. FEES AND PAYMENT

5.1. **Fees and Payment.** All undisputed fees set forth in the Order Form (the "**Fees**") shall be paid by Customer within thirty

(30) days of Nearmap's provision of an invoice to Customer. All Fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term), and except as set forth in an Order Form, all payments shall be

made in the currency detailed in the invoice provided by Nearmap via ACH, credit card, or such other method as Nearmap communicates to Customer. Except as expressly set forth in Section 7.1, or 9.1(iii), all Fees are non-refundable. Any late payments shall be subject to a service charge equal to the maximum amount allowed by law (plus the costs of collection and reasonable attorneys' fees). Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected. Fees for the Products are based on units purchased during the Subscription Term and not actual usage. Customer acknowledges and agrees that the number of units purchased cannot be decreased during a Subscription Term and that the units purchased will not roll over to the next Renewal Subscription Term.

- 5.2. **Excess Fees.** Customer is responsible for paying all actual excess fees incurred by Nearmap based on: excess data, storage, processing, API calls, and access fees charged by Nearmap's third-party cloud service providers as a result of Customer's use in excess of the amount(s) permitted in the Agreement.
- 5.3. **Fee Dispute.** If Customer has a good faith belief that a particular invoice is incorrect, Customer must contact Nearmap in writing (email to suffice) within sixty (60) days of such invoice date detailing the basis of the dispute. Customer may only withhold payment on the timely disputed amount in accordance with this Section. Any payment not received by Nearmap by the due date and not subject to a good faith dispute may accrue late charges at the maximum rate permitted by law, from the date such payment was due until the date paid. Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected.
- 5.4. **Taxes.** If Customer contracts with (a) Nearmap AU, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, withholding taxes, and applicable goods and services tax (GST) under A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Law) of Australia and its associated regulations, as amended; or (b) Nearmap US, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, and withholding taxes. If GST is payable on a supply made by Nearmap, Customer must pay as additional consideration an amount equal to the amount of GST payable on that supply. Customer is responsible for paying all

taxes, excluding only taxes based on Nearmap's net income. If Nearmap has the legal obligation to pay or withhold taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer is exempt from paying such taxes or subject to a reduced state of withholding tax and the Customer provides Nearmap with proof of a valid tax exemption certificate authorized by the appropriate taxing authority.

- 5.5. **Audit.** During the Subscription Term and for two (2) years after termination or expiration of the Agreement, Customer shall maintain accurate and complete records regarding its access and use of the Products. Customer shall permit Nearmap (or its auditors) access to such records, books, systems and Authorized Users to confirm compliance with the Agreement. Nearmap will give at least thirty (30) days' prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended. If an audit results in findings of non-compliance, Nearmap may, at its discretion: (a) invoice any additional license fees due based on the Fees set forth in the applicable Order Form; (b) recover the reasonable cost of the audit if additional Fees exceed five percent (5%) of the Fees paid during the audit period; and (c) terminate the Agreement in accordance with Section 6.2. Customer must pay all invoices issued under this Section 5.5 within thirty (30) days following the date of invoice.

6. TERM; TERMINATION; SUSPENSION

- 6.1. **Subscription Term.** The initial term of the Products shall begin on the Effective Date of the subscription specified in the Order Form and extend for the Subscription Term specified in the applicable Order Form. Upon the expiration of the initial term specified in the applicable Order Form, the term will automatically renew for successive terms of twelve

(12) months each unless either party provides the other party at least thirty (30) days written notice prior to the expiration of the then-current Subscription Term of its intention not to renew the Subscription Term.

- 6.2. **Termination.** Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay Fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is valid only in the case of termination for non-payment of Fees); (b) ceases operation without a successor; (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); or (d) if applicable, a party suspends payment of its debts generally, or is or

becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act.

- 6.3. **Suspension of Products.** Upon written notice (email to suffice) to Customer, in addition to any of its other rights or remedies, Nearmap may immediately suspend Customer's access to the Products if (a) except as provided in Section 5.1, Customer's account is ten (10) days or more overdue until such amounts are paid in full; (b) Customer is in material breach of any term in this Agreement, provided that such suspension will be narrowly tailored to address the cause of suspension for only the duration needed for Customer to cure such breach; (c) there is an attack on the Products, the Products are accessed or manipulated by a third party, or there is another event for which Nearmap reasonably believes that the suspension of Customer's access to the Products is necessary to protect Nearmap's network or its other customers; (d) Nearmap is required to do so by law (e.g., where providing access to Customer or an Authorized User may be, or become, unlawful); or (e) a licensor, supplier, or provider of Third-Party Services offering its products or services to Nearmap has terminated its relationship with Nearmap or ceased to offer such products or services.
- 6.4. **Effect of Termination.** Upon termination or expiration, Customer agrees to: (a) stop all uses of the Products, Nearmap Data, and any Output; (b) permanently delete the Products, Nearmap Data, and any Output from all devices and systems of all Authorized Users (provided that, however, Customer may retain one copy of the Output and Nearmap Data included therein for compliance, regulatory, and archival purposes as required by Applicable Laws provided that such Output and Nearmap Data included therein shall remain subject to the confidentiality and non-use obligations set forth herein for so long as such Output and the Nearmap Data included therein is retained); and (c) within five (5) days of such termination, ensure that an officer of Customer certifies in writing that all applicable copies of the Products, Nearmap Data, and Output have been permanently deleted or destroyed. Except as otherwise set forth herein, termination of the Agreement is not an exclusive remedy and the exercise by either party of any remedy under the Agreement will be without prejudice to any other remedies it may have under the Agreement, by law, or otherwise. Except in the case of Customer's termination for Nearmap's material breach pursuant to Section 6.2, Customer shall pay to Nearmap all Fees accrued or payable to Nearmap upon the effective date of termination in accordance with Section 5.
- 6.5. **Customer Data.** Customer acknowledges that if Customer or an Authorized User deletes or modifies Customer Data from the Products, Customer Data may still reside in Nearmap's systems, applications, databases, and servers (including as backups and/or archives). Customer acknowledges that Customer's deletion or modification of Customer

Data during any Subscription Term may have an adverse impact on Customer's use of the Products (and Nearmap is not liable with respect thereto).

- 6.6. **Survival.** The following Sections shall survive any expiration or termination of the Agreement: 2.2, 3, 4, 5, 6.4, 6.5, 7.2, 8, 9, 10, 12, and 14.

7. LIMITED WARRANTY; DISCLAIMER

- 7.1. **Limited Warranty.** Nearmap warrants that (a) it will provide the Products in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (b) Nearmap will not materially decrease the overall functionality of the Products. Nearmap's sole liability (and Customer's sole and exclusive remedy) for any breach of the warranties set forth in Section 7.1(a) and 7.1(b) shall be, in Nearmap's sole discretion and at no additional charge to Customer, to use commercially reasonable efforts to offer Customer an error correction or work-around so that the Product(s) materially conform(s) to the warranty, or if Nearmap determines such remedies to be impracticable, Nearmap may terminate the remaining Subscription Term and Customer shall receive as its sole remedy and Nearmap's entire liability shall be, a refund of any prepaid Fees for Products not used as of the date of the warranty claim. The limited warranty set forth in this Section 7.1 shall not apply: (a) unless Customer makes a written claim in accordance with Section 14.7 within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software, or services, (c) if the decrease in functionality is caused by the combination of the Products with any services, hardware, connection, interface, data, or business processes not provided by Nearmap, or (d) to the Products provided on a no-charge or evaluation basis.
- 7.2. **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE PRODUCTS, AND ANY AND ALL RELATED AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES,

GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION ARE PROVIDED "AS IS" AND NEARMAP AND ITS THIRD-PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES HEREBY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, OF MERCHANTABILITY, OR THAT THE PRODUCTS AND ANY AND ALL RELATED AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES, GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION, OR ANY RESULTS OF OR THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY PRODUCTS, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, CORRECT, RELIABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ADDITIONALLY, NEARMAP STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS AND ITS AUTHORIZED USERS' INTERACTIONS AND SHARING OF INFORMATION WITH OTHER USERS.

- 7.3. Notwithstanding any other provision, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies under the Australian Consumer Law in the Competition and Consumer Act 2010 (Cth), to the extent the Customer contracts with Nearmap AU.

8. LIMITATION OF LIABILITY.

- 8.1. NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

- 8.2. EXCEPT WITH RESPECT TO (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (B) EITHER PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIAL INFORMATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (C) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (D) CUSTOMER'S BREACH OF SECTION 2.5 (GENERAL RESTRICTIONS); OR (E) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED BY A COURT OF FINAL AND COMPETANT JURISDICTION: EACH PARTY'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY

CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

- 8.3. THE LIMITATIONS UNDER THIS SECTION 8 APPLY WITH RESPECT TO ALL LEGAL THEORIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND TO THE EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 8 ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THE AGREEMENT AND THE PRICING FOR THE PRODUCTS.

9. INDEMNIFICATION.

- 9.1. **Nearmap Indemnification.** Nearmap shall defend Customer at Nearmap's expense against any claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from the direct infringement of a U.S. and Australia registered intellectual property rights asserted against Customer by a third party based upon Customer's use of the Products as delivered by Nearmap in accordance with the terms of the Agreement and Nearmap shall indemnify and hold Customer harmless against all reasonable costs (including attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or agreed in a written settlement agreement signed by Nearmap, provided that Nearmap shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Nearmap to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer. If Customer's use of any Products is, or in Nearmap's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, or Nearmap exercises its right to require Customer to limit or

cease using Output under Section 4.1.2, Nearmap may, in its sole and reasonable discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Customer the right to continue using the Products; or if (i) and (ii) are commercially impracticable, (iii) terminate the Agreement and refund to Customer any unused, prepaid Fees paid by Customer for the terminated period. The foregoing indemnification obligation of Nearmap shall not apply to the extent that the alleged infringement arises from: (1) any modification of the Products by any other party other than Nearmap; (2) access to or use of any Products in combination with any hardware, system, software, network, or other products, materials, or services not provided by Nearmap; (3) use of the Products in breach of the Agreement; or (4) Customer Data. THIS SECTION 9.1 SETS FORTH NEARMAP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2. **Customer Indemnification.** Customer agrees to defend, indemnify and hold harmless Nearmap and its affiliates, licensors, and suppliers, and Nearmap's and their respective employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees and costs) arising from: (a) Customer's and any Authorized User's use of the Products; and

(b) Customer's violation of Section 2.5 (General Restrictions).

10. CONFIDENTIALITY.

10.1. **Confidential Information.** Each party, as a receiving party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient (the "**Confidential Information**"). Notwithstanding any failure to so designate them, the Products, the Documentation, the Usage Data, the De-identified Data, the Nearmap Data, the Feedback, and the commercial terms of the Agreement as set forth in any Order Form shall be Nearmap's Confidential Information. Each party agrees to:

(a) preserve and protect the confidentiality of the other party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors, and other representatives as is reasonably required in connection with the exercise of its rights and obligations under the Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each party agrees to promptly notify the other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.

10.2. **Exceptions.** Notwithstanding the foregoing, Confidential Information shall not include information which is:

(a) already publicly known without breach of the Agreement; (b) discovered, created or independently developed by the receiving party without use of, reliance upon, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (c) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (d) required to be disclosed by law or court order or by the listing rules of any stock exchange where the

recipient's securities are listed or quoted; provided that the receiving party shall provide prompt notice thereof and commercially reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. Each party agrees and acknowledges that any breach or threatened breach of this Section 10 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

11. **SECURITY.** Each party shall comply with all Applicable Laws. Nearmap shall use reasonable physical, technical, and administrative procedures, which procedures may include SOC 2 certification or the equivalent thereof depending on the Product, designed to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of Customer Data, and will choose these safeguards based on the sensitivity of the information that is collected, Processed, and stored and the current state of applicable

technology. Upon Customer's written request, Nearmap shall, not more than once per rolling twelve (12) months, respond to a reasonable security questionnaire provided by Customer regarding Nearmap's compliance with the obligations set forth in this Section 11. All Nearmap's responses and information provided in response to Customer's security questionnaires are Confidential Information under this Agreement. In lieu of completing Customer's security questionnaire, Nearmap may make available to Customer information regarding Nearmap's compliance with the obligations set forth in this Section 11 in the form of a copy of the summary of Nearmap's the then-current applicable security audit report.

12. **PUBLICITY.** Except as otherwise agreed in writing (email to suffice), neither party may use the other party's name, logos, or marks without such party's written pre-approval in each case.
13. **DATA PROCESSING.** Nearmap's data security and privacy practices form an integral part of Nearmap's product engineering and service delivery principles. Customer understands and acknowledges that to the extent Nearmap Processes any Personal Data, Nearmap shall do so in accordance with its privacy notice, which is available at <https://www.nearmap.com/us/en/legal/privacy-policy> (if contracting with Nearmap US) defined data or information under Applicable Laws, Nearmap will Process such information as a data "processor" or "service provider" (each term, as applicable) and a list of Nearmap's sub-processors will be made available upon Customer's written request (email to suffice).
14. **GENERAL TERMS**
 - 14.1. **Assignment.** The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement except upon the advance written consent of the other party, except that either party may assign the Agreement without such consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities (other than, in the case of Customer, to an entity that is reasonably deemed to be a direct competitor of Nearmap). Any attempt to transfer or assign the Agreement except as expressly authorized under this Section 14.1 will be null and void.
 - 14.2. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement if the delay or failure is due to unforeseen events which occur after the signing of the Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.
 - 14.3. **Subcontractors.** Nearmap may use the services of subcontractors for performance of services under the Agreement, provided that Nearmap remains responsible for such subcontractors' compliance with the terms of the Agreement.
 - 14.4. **Independent Contractors.** The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
 - 14.5. **Severability.** If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that the Agreement shall otherwise remain in effect.
 - 14.6. **Governing Law and Venue; Waiver of Jury Trial.**
 - 14.6.1. If Customer contracts with Nearmap AU, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in New South Wales). The jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in New South Wales, Australia and both parties hereby submit to the personal jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.
 - 14.6.2. If Customer contracts with Nearmap US, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Utah, United

States of America, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake County, Utah except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Salt Lake County) and both parties hereby submit to the personal jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.

14.7. **Notice.** Notwithstanding anything to the contrary herein, any notice or communication required or permitted under the Agreement shall be in writing to the parties at the addresses set forth in the applicable Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section. A notice shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, immediately upon receipt; or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the fourth day (excluding holidays) after such notice is deposited in the mail. In addition, any legal notices to Nearmap must be delivered to the following email address: legal@nearmap.com but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in the preceding sentence.

14.8. **Order of Precedence.** In the event of any conflict between this Master Subscription Agreement, an Order Form, and the Product-Specific Term, the order of precedence shall be (a) Order Form; (b) this Master Subscription Agreement; and (c) the Product-Specific Terms (unless expressly stated otherwise in the Product-Specific Terms), in order of appearance.

14.9. **Amendments; Waivers.** All supplements, modifications, or amendments of the Agreement shall be executed in writing by a duly authorized representative of each party to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g., setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by Nearmap).

14.10. **Interpretation.** The words "hereof," "herein," and "hereunder" and words of similar import, when used in the Agreement, will refer to the Agreement as a whole and not to any particular provision of the Agreement. Terms defined in the singular will have correlative meanings when used in the plural, and vice versa. The headings herein are for convenience of reference only, do not constitute part of the Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in the Agreement is made to a section, exhibit, or schedule, such reference will be to a section, exhibit, or schedule to the Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in the Agreement, they will be deemed to be followed by the words "without limitation," unless preceded by the word "not." If a link herein redirects to a geographic-specific link, including but not limited to geographic-specific sites for Australia, New Zealand, and Canada, that geographic-specific link shall be given the same effect as if it were explicitly included in the Agreement in lieu of the link from which the redirect occurred that is set forth in the Agreement.

14.11. **No Third-Party Rights.** There are no third-party beneficiaries to the Agreement.

14.12. **Export Compliance.** Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Neither party, nor any of its subsidiaries or any person acting on its behalf or owning fifty percent (50%) or more of its equity securities or other

equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States of America has embargoed goods or imposed trade sanctions.

14.13. **Compliance with Anti-corruption Laws.** Each party shall comply with the U.S. Foreign Corrupt Practices Act and any Applicable Laws related to anti-corruption of other countries, to the extent applicable. Each party shall not, at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give, or

promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.

- 14.14. **Entire Agreement.** The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of the Agreement. Unless expressly agreed between the parties in writing in an Order Form, the terms, conditions, or provisions of any purchase order, invoice, or other administrative document issued by Customer in connection with the Agreement will not modify, alter, or expand the rights, duties, or obligations of the parties under, or will not otherwise modify, the Agreement, irrespective of the timing of its issuance or any failure of Nearmap to object to such terms, conditions, or provisions.

**ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT
(GOVERNMENT CUSTOMERS)**

1. Section 1.1 (Affiliate) of the Agreement is deleted in its entirety and replaced with the following:

“**Affiliate**” means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, “control” means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.”

2. Section 1.6 (Corporations Act) of the Agreement is deleted in its entirety and replaced with “Intentionally Omitted”.

3. Section 1.14 (Nearmap) of the Agreement is deleted in its entirety and replaced with the following:

“**Nearmap**” means Nearmap US, Inc. (“Nearmap US”), with offices located at 1850 Ashton Blvd, Ste 500, Lehi, UT 84043.”

4. Section 1.28 (Territory) of the Agreement is deleted in its entirety and replaced with the following:

“**Territory**” means the United States of America. Coverage by Nearmap within the Territory is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.”

5. Section 2.2 (Nearmap Attribution) of the Agreement is deleted in its entirety and replaced with the following:

“**2.2 Nearmap Attribution.** If Customer creates Output, Customer must expressly acknowledge Nearmap in a reasonably prominent manner on each Output (by displaying the Nearmap logo or such other attribution as reasonably requested by Nearmap), as the source of any data underlying the Output. Unless otherwise permitted in writing by Nearmap, Customer must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Output. Customer must include all requisite legends indicating and preserving Nearmap’s rights in and to the Products. All Output must include the following copyright notice on the work: “Created with [TITLE OF PRODUCT]©[year] Nearmap US, Inc.”.

6. A new section 2.10 (Data Use for Government Customers) is inserted into the Agreement as follows:

“**2.10 Government Products.** Where the Customer purchases unlimited allowance Products, if set forth in the applicable Order Form, that are exclusively offered to government customers (“**Government Products**”), these Government Products will be subject to Nearmap’s Fair Use Policy, which is available at <https://www.nearmap.com/legal/fair-use-policy>. The following conditions will apply to the Customer’s use of Government Products: (a) the amount of Nearmap Data used by Customer when accessing the Government Products will be monitored and then calculated at the end of every Subscription Term based on the total data of all Authorized Users who access and use Customer’s Nearmap account during the Subscription Term; and (b) if the Customer elects to download and/or export Government Products available to Customer through the Platform, this will be applied to the calculation of the Licensee’s use of the Government Products.”

7. Section 5.1 (Fees and Payment) is deleted in its entirety and replaced with the following:

“**5.1 Fees and Payment.** All undisputed fees set forth in the Order Form (the “Fees”) shall be paid in accordance with the payment terms outlined in the Order Form. All Fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term), and except as set forth in an Order Form, all payments shall be made in the currency detailed in the invoice provided by Nearmap via ACH, credit card, or such other method as Nearmap communicates to Customer. Except as expressly set forth in Section 7.1, or 9.1(iii), all Fees are nonrefundable. Fees for the Products are based on units purchased during the Subscription

Term and not actual usage. Customer acknowledges and agrees that the number of units purchased cannot be decreased during a Subscription Term and that the units purchased will not roll over to the next Renewal Subscription Term.

8. Section 5.2 (Excess Fees) of the Agreement is deleted in its entirety and replaced with the following:

“5.2 Excess Fees. With the exception of Government Products, Customer is responsible for paying all actual excess fees incurred by Nearmap based on: excess data, storage, processing, API calls, and access fees charged by Nearmap’s third- party cloud service providers as a result of Customer’s use in excess of the amount(s) permitted in the Agreement.”

9. Section 5.4 (Taxes) of the Agreement is deleted in its entirety and replaced with the following:

“5.4 Taxes. Customer will be responsible for the payment of any and all local, state, federal, levies, and duties of any nature, including value-added, sales, use, and withholding taxes. Customer is responsible for paying all taxes, excluding only taxes based on Nearmap's net income. If Nearmap has the legal obligation to pay or withhold taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer is exempt from paying such taxes or subject to a reduced state of withholding tax and the Customer provides Nearmap with proof of a valid tax exemption certificate authorized by the appropriate taxing authority.”

10. Section 5.5 (Audit) of the Agreement is deleted in its entirety and replaced with “Intentionally Omitted”.

11. Section 6.2 (Termination) of the Agreement is deleted in its entirety and replaced with the following:

“6.2 Termination. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay Fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is valid only in the case of termination for non-payment of Fees); (b) ceases operation without a successor; (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); or (d) if applicable, a party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due.

6.2.1. Non Appropriation of Funding. Nearmap acknowledges that the terms of the Agreement are contingent upon appropriation of Federal, State, or other sources of funding being provided to Customer, and that funding is on a fiscal year basis and subject to annual appropriations. Should Customer not receive funding during the Subscription Term, Customer shall be permitted to terminate the remaining Subscription Term of the Agreement at the end of the current appropriation period without further obligation or penalty, upon no less than thirty (30) days written notice before the end of the current appropriation period. Customer agrees to submit certified evidence to Nearmap of such non-appropriation of funding. Such termination will not affect Customer’s obligation with Fees during the current fiscal year for which funding is received and any termination of the Agreement will not entitle Customer to a refund of any prepaid Fees. Customer agrees that it will use best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the Subscription Term sufficient funds to meet its obligations under the Agreement.”

12. Section 7.3 (Limited Warranty, Disclaimer) is deleted in its entirety and replaced with “Intentionally Omitted”.

13. Section 9.2 (Customer Indemnification) of the Agreement is deleted in its entirety and replaced with “Intentionally Omitted”.

14. Section 13 (Data Processing) of the Agreement is deleted in its entirety and replaced with the following:

"13. DATA PROCESSING. Nearmap's data security and privacy practices form an integral part of Nearmap's product engineering and service delivery principles. Customer understands and acknowledges that to the extent Nearmap Processes any Personal Data, Nearmap shall do so in accordance with its privacy notice, which is available at <https://www.nearmap.com/us/en/legal/privacy-policy> ("**Privacy Policy**")"; provided, however, that to the extent Customer Data includes any information which is defined as "personal data," "personal information," "personal identifiable information," or similarly defined data or information under Applicable Laws, Nearmap will Process such information as a data "processor" or "service provider" (each term, as applicable) and a list of Nearmap's sub- processors will be made available upon Customer's written request (email to suffice)."

15. Section 14.6 (Governing Law and Venue; Waiver of Jury Trial) is deleted in its entirety and replaced with the following:

"14.6 Governing Law and Venue; Waiver of Jury Trial. The Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake County, Utah except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Salt Lake County) and both parties hereby submit to the personal jurisdiction of such courts. **Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.**"

16. Section 14.8 (Order of Precedence) is amended to insert the following language at the end of the section:

"If Customer purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and Customer supersedes all terms and conditions attached to Customer's and/or reseller's purchase order."

FAIR USE POLICY

GENERAL

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.
2. In this Fair Use Policy:
 - a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
 - b. **Fair Use Policy** means this policy;
 - c. **Nearmap, we, us or our** means Nearmap US, Inc.;
 - d. **Products** has the meaning given to that term in Your Nearmap Agreement;
 - e. **Services** has the meaning given to that term in Your Nearmap Agreement;
 - f. **You or Your** means any customer of Nearmap;
 - g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
 - h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time.
4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

UNREASONABLE USE

1. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.
2. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

EXCESSIVE USE

1. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

NEARMAP'S RIGHTS

1. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).
2. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
 - a. restrict Your access to low resolution imagery for the remainder of the month; and/or
 - b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
 - c. restrict Your access for the remainder of the month; and/or
 - d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next

- month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
 - f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.



City of Crowley, Texas City Council Agenda Report

Presenter:	Meeting Date: February 5, 2026
Department: City Secretary	Agenda Item: V.4.
Subject: Discuss and consider approval of Ordinance 02-2026-584, amending Chapter 82 "Traffic and Vehicles," Article V, "Parking, Stopping and Standing," Division 3, "No Parking; No Stopping or Standing, and Restricted Parking Zones," of the Code of Ordinances by adding a portion of Panchasarp Drive to Section 82-179 "Prohibited Parking."	

Background:

This ordinance amends the City's parking regulations to establish a no-parking zone along a designated portion of Panchasarp Drive due to safety concerns associated with vehicles making right-hand turns onto the street. The restriction is intended to improve visibility, reduce the risk of collisions, and enhance overall traffic safety.

Recommendation:

Staff recommends approval of the Ordinance

Financial Information:

Cost of signage

Attachments:

1. Amend Chapter 82 to add No Parking on Panchasarp Drive Ordinance 02-2026-584
2. Panchasarp Drive

ORDINANCE NO. 02-2026-584

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE V "PARKING, STOPPING AND STANDING," DIVISION 3. "NO PARKING; NO STOPPING OR STANDING AND RESTRICTED PARKING ZONES," BY ADDING A SECTION OF PANCHASARP DRIVE TO SECTION 82-179 "PROHIBITED PARKING"; PROVIDING FOR SIGNAGE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Texas Transportation Code Section 311.001, the City of Crowley ("City") has exclusive control over and under the streets, alleys and public highways of the municipality (hereinafter, "streets"); and

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

WHEREAS, the City has determined that parking along a certain portion of Panchasarp Drive creates a traffic safety hazard for vehicles making right-hand turns onto said street; and

WHEREAS, the presence of parked vehicles in this area increases the likelihood of collisions involving vehicles making turning movements; and

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

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

SECTION 1.

Chapter 82, "Traffic and Vehicles," Article V, "Parking, Stopping and Standing," Division 3, "No Parking; No Stopping or Standing, and Restricted Parking Zones," of the Code of Ordinances of the City of Crowley, Texas, is hereby amended as set forth below. All other provisions of said chapter, articles, and divisions shall remain in full force and effect.

DIVISION 3. - NO PARKING; NO STOPPING OR STANDING AND RESTRICTED PARKING ZONES

Sec. 82-179. - Prohibited Parking.

- (a) No person in control of or in possession of a motor vehicle shall park on the following streets at locations indicated:
 - (1) On Peach Street between South Oak Street and South Midway Street;
 - (2) Oak Street:
 - a. On South Oak Street between Pecan Street and Peach Street; and
 - b. On South Oak Street between Main Street and Meadow Crest Drive;
 - (3) On the north side of Pecan Street between South Oak Street and South Midway Street;
 - (4) Main Street on:
 - a. West Main Street starting at its intersection with Heights Street and extending east 100 feet;
 - b. The north side of West Main Street starting at its intersection with Skelly Street and extending east 100 feet;
 - c. The north side of West Main Street starting at its intersection with Skelly Street and extending west 100 feet;
 - d. West Main Street starting at its intersection with Oak Street and extending east 100 feet;
 - e. West Main Street starting at its intersection with Oak Street and extending west 100 feet;
 - f. Main Street (Farm to Market 1187) between Crowley Road (Farm to Market 731) and Beverly Street; and
 - g. East Main Street (Farm to Market 1187) from Crowley Road (Farm to Market 731) to the east city limit;
 - (5) Hampton Road on:
 - a. South Hampton Road from East Main Street (Farm to Market 1187) to South Crowley Road (Farm to Market 731);
 - b. North Hampton from East Main Street (Farm to Market 1187) to McCurdy Street;
 - (6) On Crowley Road (Farm to Market 731) within the city limits;
 - (7) On Eagle Drive starting at its intersection with Longhorn Trail and extending north 475 feet;
 - (8) On East Glendale Street east of Prairie View Road;
 - (9) On the north side of West Mission Street between North Magnolia Street and North Texas Street;
 - (10) Magnolia Street on:
 - a. The west side of North Magnolia Street between West Mission Street and West Mustang Street; and

- b. The east side of North Magnolia Street between West Main Street and West Mustang Street;

(11) On the north side of Industrial Boulevard;

(12) On Longhorn Trail from Eagle Drive and West Farm to Market 1187 to the west city limit;

(13) On Renfro Street from South Crowley Road (Farm to Market 731) to the city limit;

(14) On Edge Hill Road from South Crowley Road (Farm to Market 731) to the city limit;

(15) On Deer Creek Drive;

(16) On Farm to Market 1187 (including South Beverly Street) from West Main Street to the west city limit;

(17) On Roberts Street between East Main Street (Farm to Market 1187) and Glendale Street;

(18) On South Texas Street between West Main Street (Farm to Market 1187) and Pecan Street;

(19) On Bean Road from West Main Street to the west city limit;

(20) On the south side and the north side of Deer Creek Road between Crowley Road (Farm to Market 731) and Choke Cherry Lane.

(21) On the Southwestern side of Panchasarp Drive between Crowley Road (Farm to Market 731) and Irene Drive.

(b) The provisions of this section shall not apply:

(1) To emergency vehicles operating in response to any emergency call;

(2) To vehicles operated by a public utility while cruising in an assigned area for the purpose of inspecting the facilities of such public utility or providing maintenance to the facilities.

(c) It is an affirmative defense to the prosecution under this section that:

(1) The person in control or possession of a motor vehicle causing it to be parked on a street at a location listed in subsection (a) of the section, if the motor vehicle is parked in front of the private residence of that same person deemed to be in control or possession of the motor vehicle.

(2) Nothing in subsection (c) of the section shall be construed so as to conflict with V.T.C.A., Transportation Code § 545.307 concerning the overnight parking of commercial motor vehicles in residential subdivisions.

Sec. 82-180. - Stopping, standing and parking prohibited.

(a) Stopping, standing and parking is hereby prohibited in the following areas:

(1) On the north side of West Main Street beginning at North Heights Street extending west to Eagle Drive.

(2) On the south side of West Main Street beginning at South Heights Street 180 feet west of South Heights Street.

(b) The provisions of this section shall not apply:

(1) To emergency vehicles operating in response to any emergency call;

- (2) To vehicles operated by a public utility while cruising in an assigned area for the purpose of inspecting the facilities of such public utility or providing maintenance to the facilities.

Sec. 82-181. - Restricted parking for school buses

Only school buses shall be allowed to park in the area from 180 feet west of South Heights Street extending 529 feet along the south side of West Main Street.

SECTION 2.

The City Manager or designee is directed to cause appropriate “No Parking” signs and/or curb markings to be installed along the affected portion of roadway in compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

SECTION 3.

Any person who violates this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in accordance with the general penalty provisions of the City Code of Ordinances. Vehicles parked in violation of this ordinance may be cited and/or towed as authorized by law.

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 judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 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 solid waste that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The caption of this ordinance stating in substance the purpose of this ordinance shall be published one (1) time in a newspaper having general circulation in the City of Crowley, Texas upon passage hereof.

SECTION 8.

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

PASSED AND APPROVED ON THIS ____ DAY OF _____, 2026.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Cannady, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



Legacy at Crowley

154.02 ft

RawDetailing

Burton
Performance Horses



City of Crowley, Texas City Council Agenda Report

Presenter: Julie Hepler	Meeting Date: February 5, 2026
Department: Main Street	Agenda Item: V.5.
Subject: Discuss and consider Playground Lighting Improvements and Optional Surface Enhancements at Crowley Crossing	

Background:

During both regular operations and special events, staff have identified insufficient lighting within the turf and playground areas at Crowley Crossing. Currently, illumination is provided by a single light pole located across the adjacent sidewalk, which offers limited coverage. As a result, visibility in the playground area is minimal, raising safety and usability concerns. Because surface areas will already be opened as part of scheduled construction activities, this project presents a cost-effective opportunity to address existing lighting deficiencies now, rather than incurring higher costs to retrofit lighting at a later date.

Cost Considerations

- \$10,765.45 – Installation of four (4) lights mounted under the playground shade canopy
- \$12,629.00 – Installation of one (1) additional light pole within the turf play area
- \$2,032.05 – Temporary fencing surrounding the construction area

Optional Enhanced Repairs (Aesthetic and Functional Improvements)

TBD – Optional addition of decorative Bondflex shapes within the fall surface to intentionally blend required repair areas, improve aesthetics, and add visual interest to the playground.

In October, City Council approved up to \$7,000 for necessary repairs to the playground fall surface. For an additional cost, the vendor can incorporate these repairs into a cohesive decorative design that enhances the original playground aesthetic while addressing required patchwork.

Recommendation:

Staff respectfully recommend approval of funding for the proposed lighting improvements and optional enhanced repairs to improve safety, visibility, accessibility, and overall aesthetics within the Crowley Crossing area.

Financial Information:

Funding for the lighting and additional enhancements may be allocated from the Gas Well Fund or, alternatively, from the City's General Fund reserves.

Attachments:

1. Electrical Quote
2. Shade Structure Design
3. Electrical Provisions
4. Lighting Photometrics Layout
5. Electrical Additions Estimate
6. Construction Fencing Estimate



STOVALL COMMERCIAL CONTRACTORS LLC

609 S County Rd 810 ALVARADO,TEAXS 76009
817-480-9022
TCEQ CR0000187/TDLR 35472
BUYBOARD 772-25

QUOTE

Date	Estimate No.
1/29/2026	875

Customer / Address	Project Location
City of Crowley 201 E. Main St. Crowley Texas 76036	Crowley Crossing Park

Description	Qty	Rate	Total
Furnish and install the following: * 1-Ashbury light pole Type S1-14' 14' in height. * 1- 24" x 48" pole bases. Height to be flush with grade. #4 rebar, and # 3 rebar rings, 3000 psi concrete. * Excavate from junction boxes on side of sidewalk over to pole bases in 2 locations. * Haul away left over spoils. * Install grounding rods at each pole. * Use existing circuit from Cantilever Suspended Lights, which are a controlled circuit. Non Scope of Work * Turf grass removal or replacement in area of construction.			
Ashbury 14' Pole	1	12,629.00	12,629.00
EQUIPMENT SUBTOTAL			12,629.00
Furnish and install the following at the shade structure location within the park: * 4-RAB HBLED13A stem mounted fixtures on shade structure support columns. (If selected by owner) * Excavate from junction boxes on side of sidewalk over to poles being installed for shade structure in 4 locations. * We will turn conduit up in bases and trench/backfill to each pole. * Install all wiring back to existing circuit for Cantilever Suspended lights, which is a controlled circuit. * Wiring at shade structure will be pulled within poles up to desired location for new lights. * Install lighting and aim fixtures in the upward position. * Will coordinate with shade structure contractor for installation.			
Estimate Total W/ RAB HBLED13A	1	10,765.45	10,765.45
EQUIPMENT SUBTOTAL			10,765.45

QUOTE TOTAL \$23,394.45

•Terms of the Proposal
The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.
StovallCommercialContractors or its Sub Contractors does not take responsibility for damage to utilities if encountered in or out of easements, if unmarked in designated work area after 811/dig test ticket has been submitted. Private property must be marked by the owner.
StovallCommercialContractors will not be responsible for any delays in the completion of fieldwork or reporting due to factors outside of StovallCommercialContractors control which may include inclement weather, subcontractor delays or illness.
“Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin Texas 78711,1-800-803-9202,512-463-6599, www.license.state.tx.



GENERAL NOTES

DESIGN LOADS

BUILDING CODE IBC 2021
LIVE LOADS 5 PSF
SNOW LOAD 5 PSF
WIND LOADS 105 MPH¹
3-Sec. Gust, RISK CATEGORY II & EXPOSURE C

1.- 105 MPH ACCORDING TO THE BASIC WIND SPEED MAPS OF ASCE 7-16 IS EQUIVALENT TO THE ALLOWABLE STRESS DESIGN WIND SPEED OF 81 MPH ACCORDING TO ASCE 7-16 AND IBC 2021 EQ 16-17.

STRUCTURAL STEEL

1.- ALL STRUCTURAL SHAPES SHALL BE COLD FORMED HSS ASTM A500 GRADE C, UNLESS OTHERWISE NOTED, TYPICAL MECHANICAL PROPERTIES FOR HSS PRODUCTS:
SQUARE AND RECTANGULAR 50,000 PSI YIELD / 62,000 PSI TENSILE
ROUND PIPE 50,000 PSI YIELD / 62,000 PSI TENSILE

2.- ALL GALVANIZED STEEL TUBE PRODUCTS ARE MANUFACTURED PER ASTM A500, TYPICAL MECHANICAL PROPERTIES ACHIEVED FOR GALVANIZED TUBE PRODUCTS:
ROUND TUBE 50,000 PSI YIELD / 56,000 PSI TENSILE

3.- ALL PLATES SHALL COMPLY WITH ASTM A572 GRADE 50.

4.- ALL STEEL TUBING SHALL BE TRIPLE COATED FOR RUST PROTECTION USING THE IN-LINE ELECTROPLATING COAT PROCESS. TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALLIED TUBE & CONDUIT.

5.- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.

6.- ALL SHOP WELDS SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY (AWS) D1.1 SPECIFICATIONS. ALL WELDS SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN, UNLESS OTHERWISE SHOWN OR NOTED ON DRAWINGS. ALL WELDS SHALL DEVELOP THE FULL STRENGTH OF THE WEAKER MEMBER. ALL WELDS SHALL BE MADE USING E70XX .045 WIRE.

7.- SHOP CONNECTIONS SHALL BE WELDED UNLESS NOTED OTHERWISE. FIELD CONNECTIONS SHALL BE AS INDICATED ON THE DRAWINGS (IF REQUIRED). ALL FILLET WELDS SHALL BE A MINIMUM OF 3/16" UNLESS OTHERWISE NOTED. FIELD WELDS SHALL NOT BE ALLOWED.

8.- ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH ASTM A325 TYPE 1 OR A490 TYPE 1. ALL NUTS SHALL COMPLY WITH ASTM A563DH, AND WASHERS SHALL COMPLY WITH ASTM F436.

9.- ALL HIGH STRENGTH BOLTS SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION.

10.- ALL STAINLESS STEEL BOLTS / STUDS SHALL COMPLY WITH ASTM F-593, ALLOY GROUP 1 OR 2 ALL NUTS SHALL COMPLY WITH ASTM F-594 ALLOY GROUP 1 OR 2.

11.- ALL STRUCTURAL STEEL SHALL BE PAINTED WITH ONE SHOP COAT (2.5 TO 3.5 MILS THICK MIN). THIS COAT IS A WEATHER RESISTANT POWDER COATING BASED ON POLYESTER TGIC (MANUFACTURED BY SHERWIN WILLIAMS OR TIGER DRYLAC). TO ACHIEVE OPTIMUM ADHESION, IT IS RECOMMENDED THAT THE PROPER TREATMENT AND DRYING TAKE PLACE BEFORE COATING. POLYESTER POWDER (TGIC) SPECIFICATIONS SHALL BE AS FOLLOWS:
- PENCIL HARDNESS (ASTM D-3363)
- HUMIDITY (ASTM D-2247)
- SOLVENT RESISTANCE (PCI METHOD) - 50 DBL RUBS SL. SOFTNESS

FABRIC SPECIFICATION

1.- FABRIC SHALL BE A HIGH DENSITY POLYETHYLENE WITH ULTRA VIOLET ADDITIVES, WITH MONOFILAMENT AND TAPE CONSTRUCTION GIVING A STABLE MATERIAL AND RACHEL KNITTED TO ENSURE MATERIAL WILL NOT UNRAVEL IF CUT.

2.- FABRIC SPECIFICATIONS:
-TEAR STRENGTH SOLID COLORS STRIPE COLORS
WARP 220.4622 LB WARP 182.9836LB
WEFT 462.9707 LB WEFT 401.2413LB
- BURST STRENGTH 37.7098 PSIA 33.0686 PSIA
- FADING MINIMUM FADING AFTER 5 YEARS
- LIFE EXPECTANCY A MINIMUM OF 8 YEARS CONTINUOUS
EXPOSURE TO THE SUN

3.- FIRE TEST ON FABRIC: NFPA 701 TEST 2 AND ASTM E 84

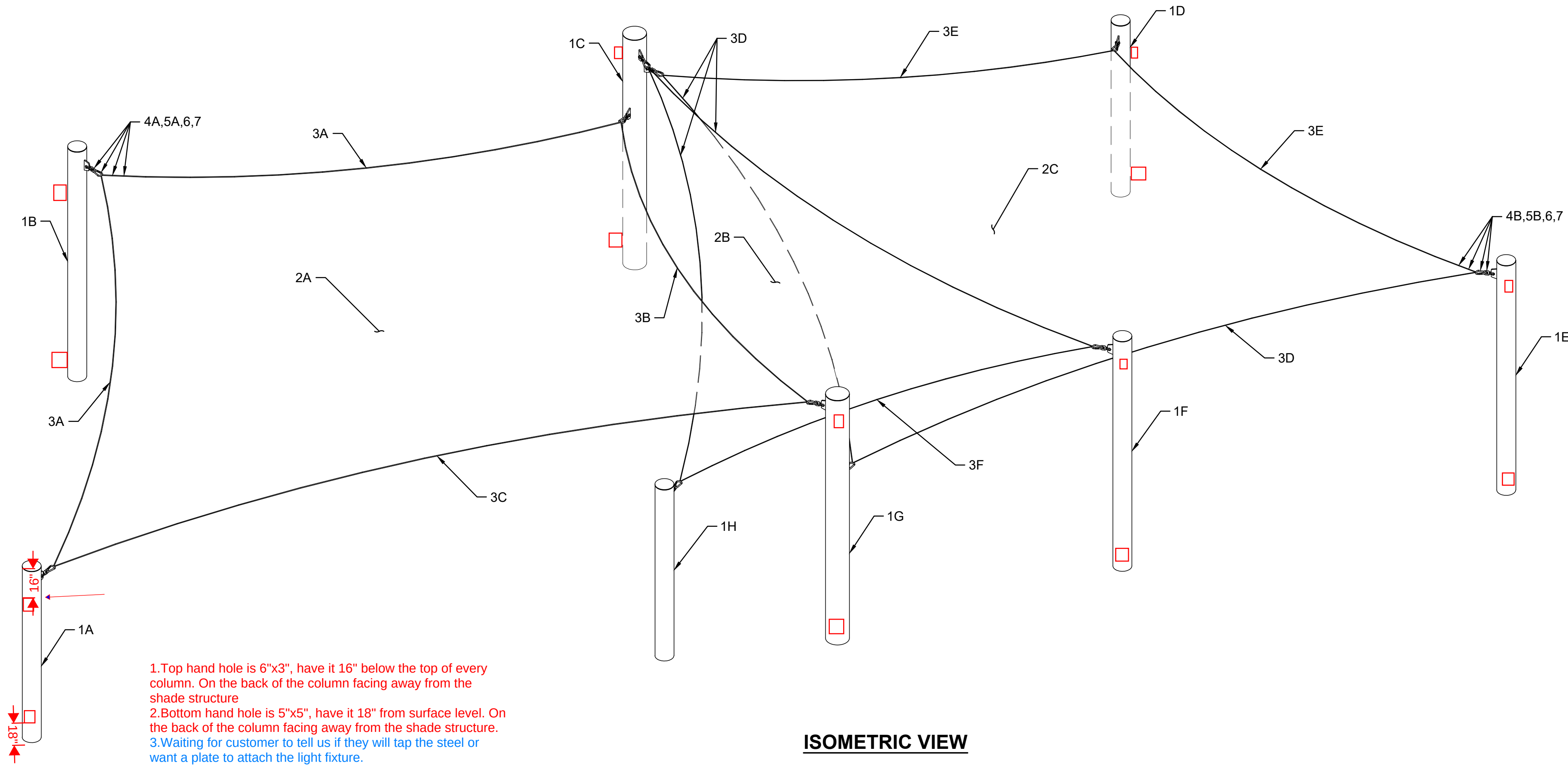
4.- THREAD-PTFE (TEFLON) USED MEET THE FOLLOWING SPECIFICATIONS: HIGH STRENGTH, LOW SHRINKAGE, WIDE TEMPERATURE RANGE, FLEX & ABRASION RESISTANT AND UV RADIATION IMMUNITY. LOCKSTITCH - 1200 DENIER. CHAINSTITCH THREAD - 2400 DENIER.

AIRCRAFT CABLE

1.- WIRE ROPE CABLE ITEM 3A, 3B AND 3C SHALL BE 6x19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF 20,500 LBS (1/2" DIAMETER).

2.- WIRE ROPE CABLE ITEM 3D, 3E AND 3F SHALL BE 7x19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF 14,400 LBS (3/8" DIAMETER).

3.- CABLES SHALL BE FED THROUGH THE FABRIC SLEEVES AROUND THE PERIMETER OF THE CANOPY AND TENSIONED UNTIL THE FABRIC PANELS (DESIGNED PURPOSELY UNDERSIZED) REACH A TAUT APPEARANCE. ANY LONG TERM CABLE SAG SHALL BE MINIMIZED DURING THE MAINTENANCE RE-TIGHTENING VISITS AS REQUIRED.



ISOMETRIC VIEW

LIST OF MATERIALS				
ITEM	QTY.	DESCRIPTION	MATERIAL / DWG	SMI PART NO.
STEEL AND BOLTS				
1A	1	COLUMN	HSS Ø12.75 x 0.500	N/A
1B	1	COLUMN	HSS Ø12.75 x 0.375	N/A
1C	1	COLUMN	HSS Ø16.00 x 0.500	N/A
1D	1	COLUMN	HSS Ø12.75 x 0.375	N/A
1E	1	COLUMN	HSS Ø12.75 x 0.500	N/A
1F	1	COLUMN	HSS Ø12.75 x 0.375	N/A
1G	1	COLUMN	HSS Ø16.00 x 0.500	N/A
1H	1	COLUMN	HSS Ø12.75 x 0.375	N/A
800	120	ANCHOR ROD SET 1-1/4" x 36"	F1554 GR55 (GALVANIZED)	307615
FABRIC AND HARDWARE				
2A	1	FABRIC (CUSTOM)	HDPE MESH	AREA: 1019 SQF, WEIGHT: 44 LBS
2B	1	FABRIC (CUSTOM)	HDPE MESH	AREA: 291 SQF, WEIGHT: 12 LBS
2C	1	FABRIC (CUSTOM)	HDPE MESH	AREA: 882 SQF, WEIGHT: 38 LBS
3A	2	45 FT OF Ø1/2" STEEL CABLE	GALVANIZED CABLE	307605
3B	1	50 FT OF Ø1/2" STEEL CABLE	GALVANIZED CABLE	307605
3C	1	55 FT OF Ø1/2" STEEL CABLE	GALVANIZED CABLE	307605
3D	4	50 FT OF Ø3/8" STEEL CABLE	GALVANIZED CABLE	308175
3E	2	45 FT OF Ø3/8" STEEL CABLE	GALVANIZED CABLE	308175
3F	1	35 FT OF Ø3/8" STEEL CABLE	GALVANIZED CABLE	308175
4A	24	Ø1/2" CABLE CLAMP	GALVANIZED	307627
4B	28	Ø3/8" CABLE CLAMP	GALVANIZED	307629
5A	8	Ø1/2" THIMBLE	GALVANIZED	308062
5B	14	Ø3/8" THIMBLE	GALVANIZED	308064
6	11	3/4" SWIVEL JAW END	GALVANIZED	308586
7	11	3/4" QUICK LINK	ZINC PLATED	308205

NOTICE

FABRIC SHALL BE REMOVED IF EITHER CONDITIONS ARE ANTICIPATED:

- SNOW LOAD EXCEEDS 5 PSF.
- WIND SPEED EXCEEDS 105 MPH ULTIMATE (81 MPH ALLOWABLE).

CODE ANALYSIS				
BUILDING	OCCUPANCY	CONSTRUCTION TYPE	AREA (SQF)	OCCUPANT LOAD
SHADE STRUCTURE	U	V-B	2599	N/A
SEE PAGE 2000				

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE AND FABRIC STRUCTURES AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



CORPORATE HEADQUARTERS
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:

IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA): 355

CUSTOMER:

CITY OF CROWLEY

PROJECT NAME:

CROWLEY CITY HALL
PLAYGROUND & DOG PARK

LOCATION:

CROWLEY
TX

PROJECT NUMBER.

97461

STRUCTURE TYPE:

JOINED SAILS
FULL CUSTOM

SIZE:

SEE PAGE 2000

SCALE : AS NOTED

DRAWING SIZE:

B

	MHB		ENG
	SM		CHK
	MSM		DRW
	11/17/25		DATE
	FULL CUSTOM		DESCRIPTION
	NC		REV
Eng. By : MHB		11/17/25	
Design By : MSM		11/17/25	
Approved By : SM-MS		11/17/25	
DRAWING DESCRIPTION:			
NOTES/ LOM			
DWG. 97461-1.0			
PAGE 1000			
REV. NC			



REV.	NC
------	----

REINFORCED CONCRETE NOTES

1.- CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301 AND BUILDING CODE ACI 318.
CONCRETE SPECIFICATIONS, SHALL BE AS FOLLOWS:

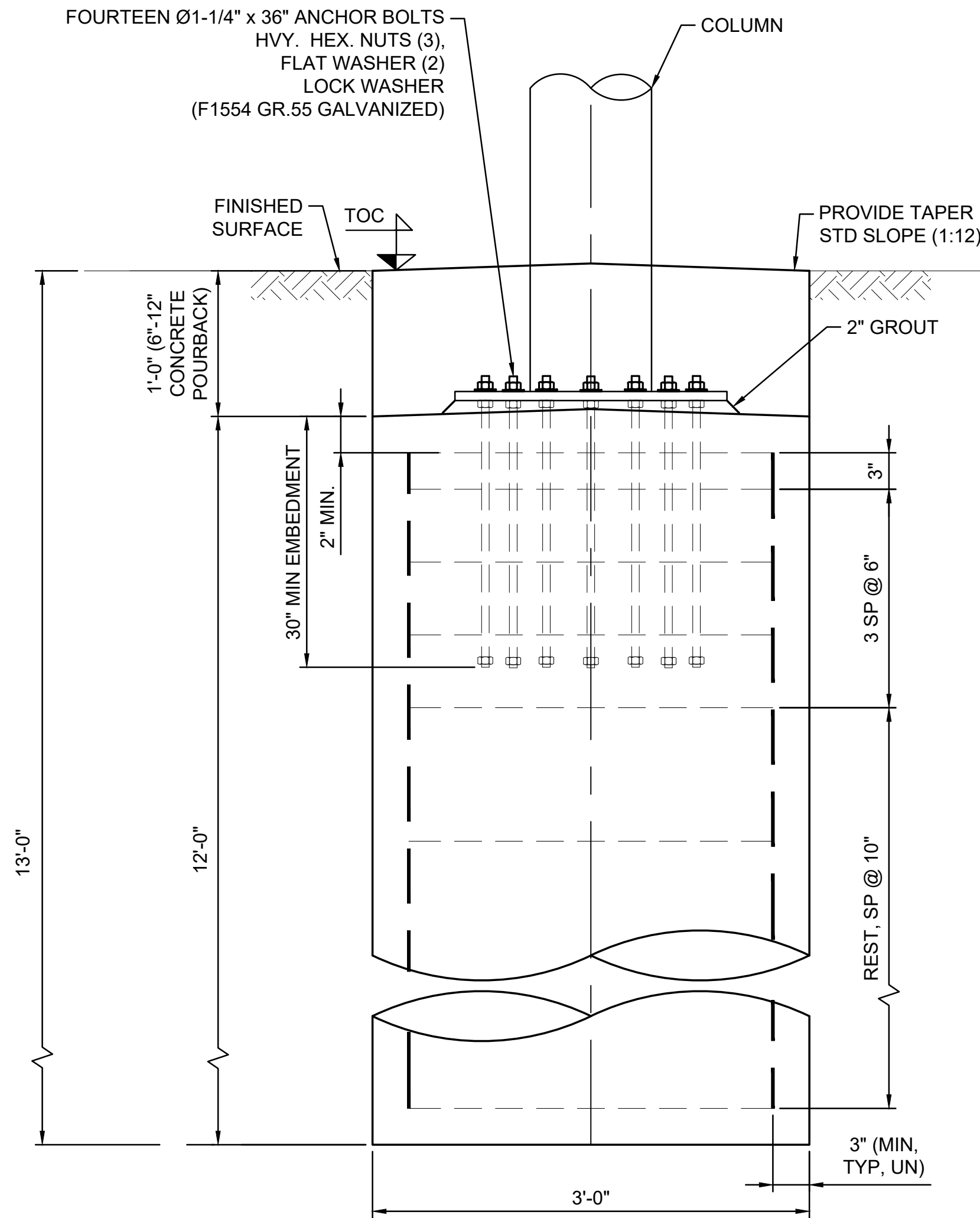
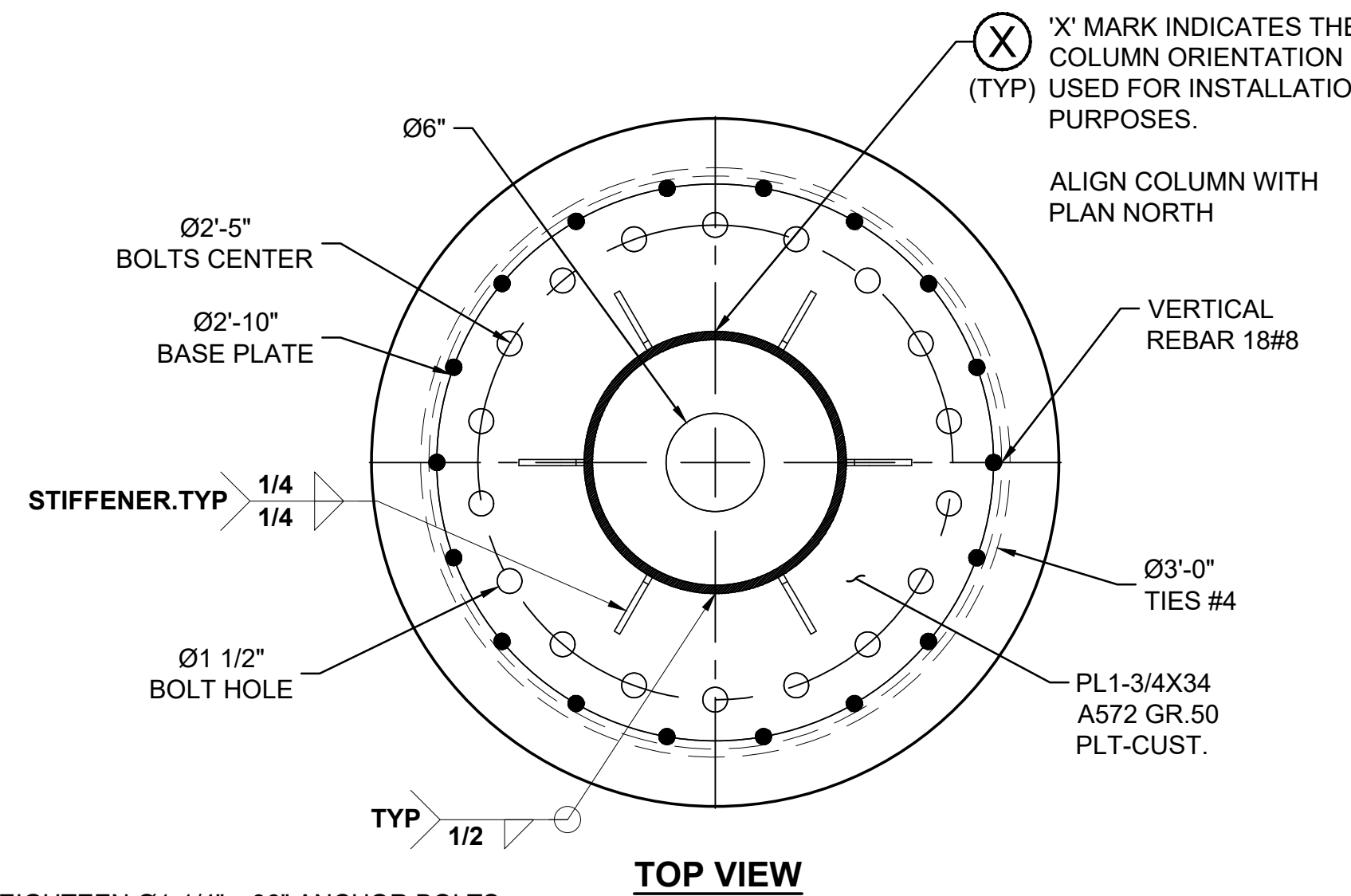
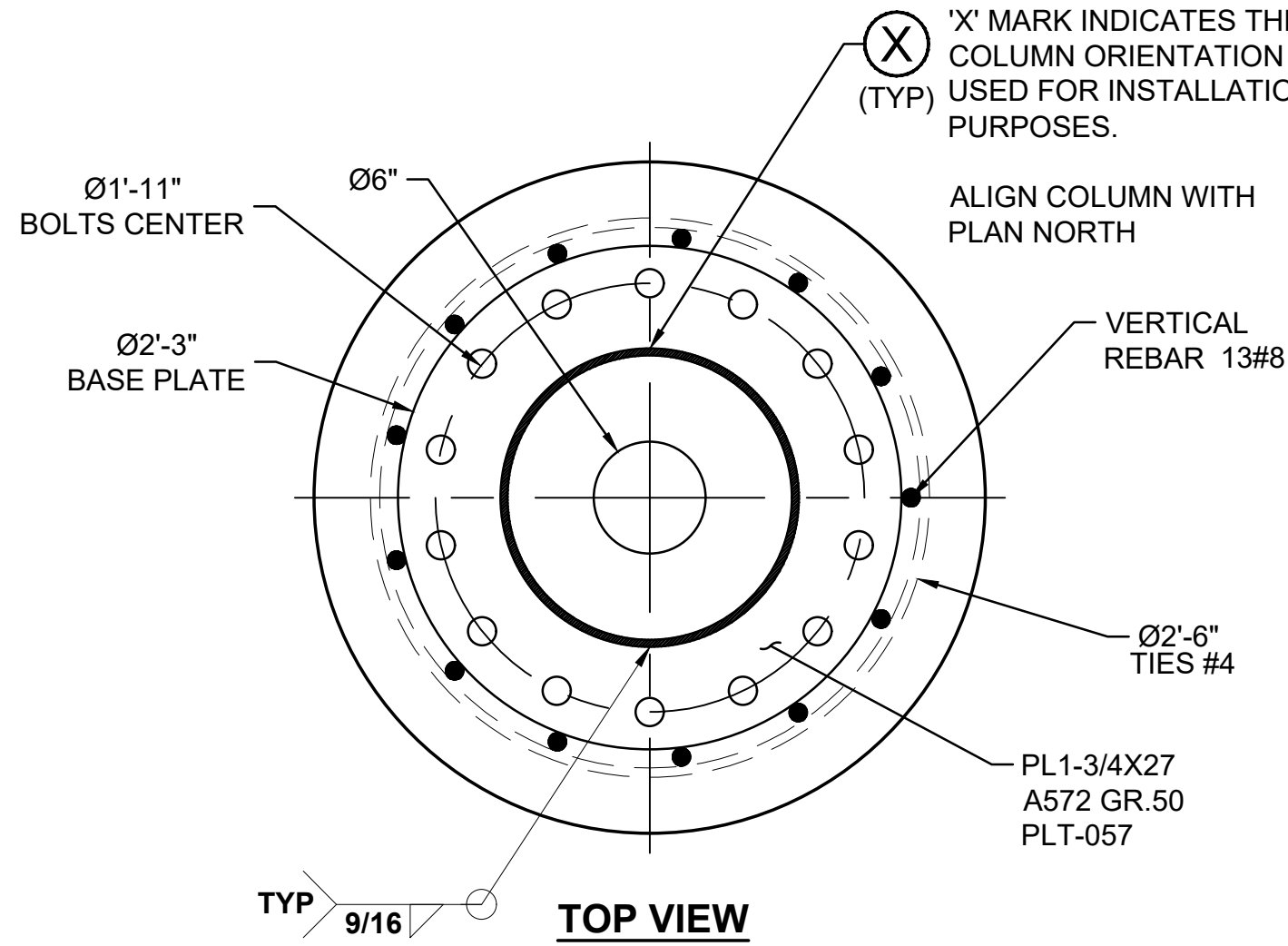
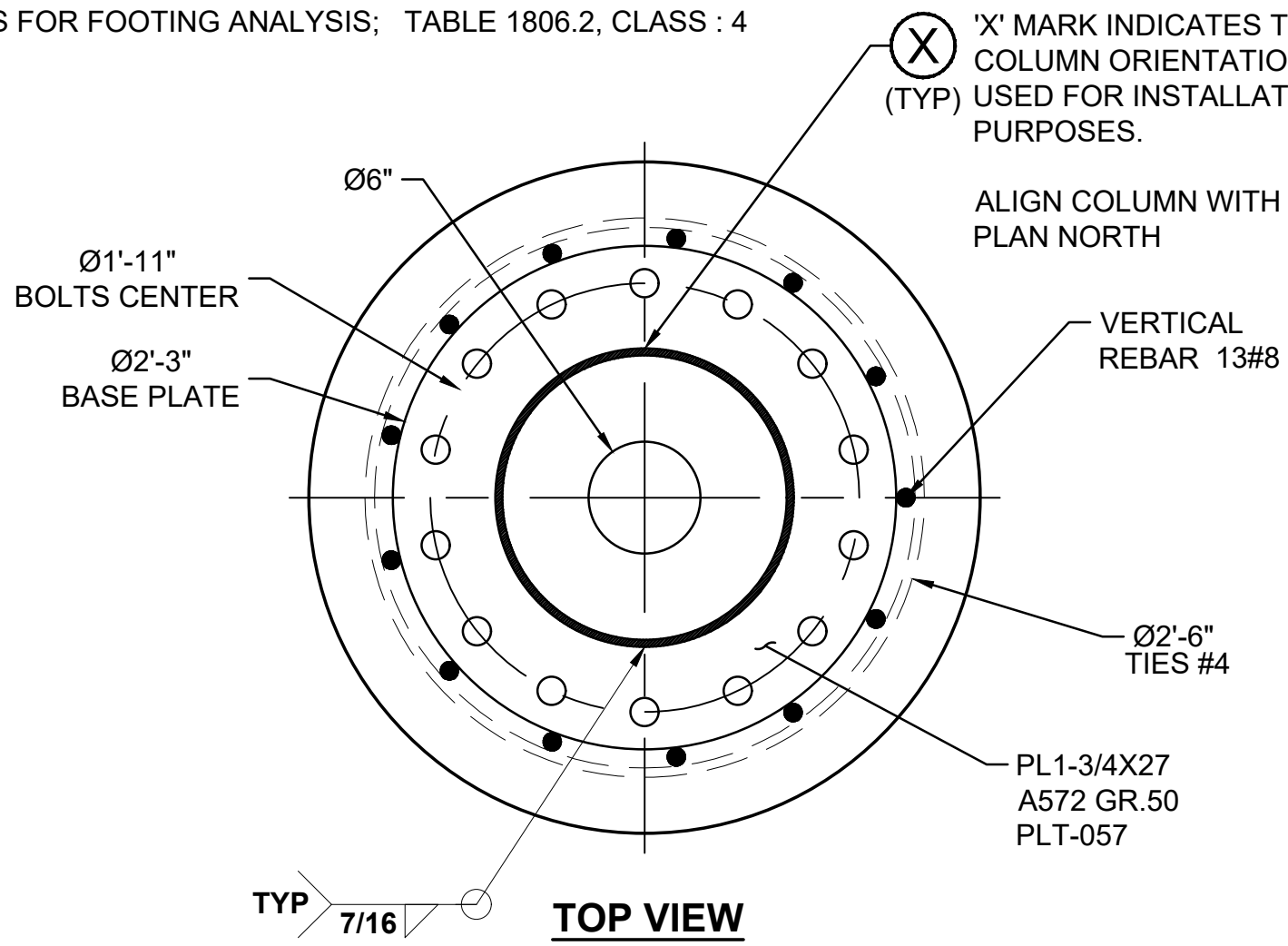
- 28 DAY STRENGTH: 4500 PSI
- SLUMP: 3-5
- PORTLAND CEMENT SHALL CONFORM TO C-150
- AGGREGATE SHALL CONFORM TO ASTM C-33

2.- ALL REINFORCEMENT STEEL SHALL CONFORM TO ASTM A-615 GRADE 60; AND SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301, ACI DETAILING MANUAL AND CRSI MANUAL OF STANDARD PRACTICE.

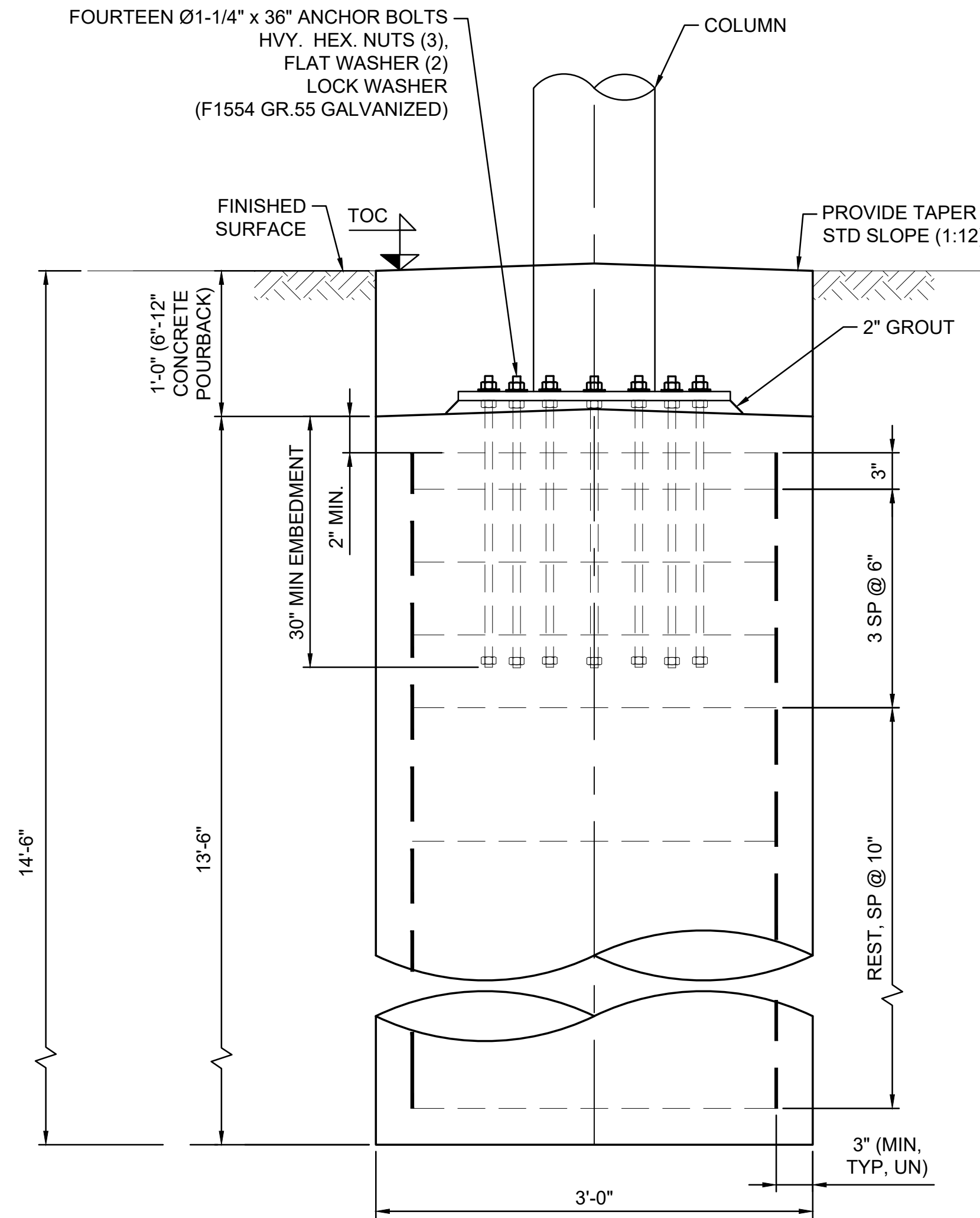
3.- ALL ANCHOR BOLTS SET IN NEW CONCRETE (WHEN APPLICABLE) SHALL COMPLY WITH ASTM F-1554 GRADE 55 (GALVANIZED).

4.- ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI, AND SHALL COMPLY THE REQUIREMENTS OF ASTM C109, ASTM C939, ASTM C1090, ASTM C1107, WHEN APPLICABLE.

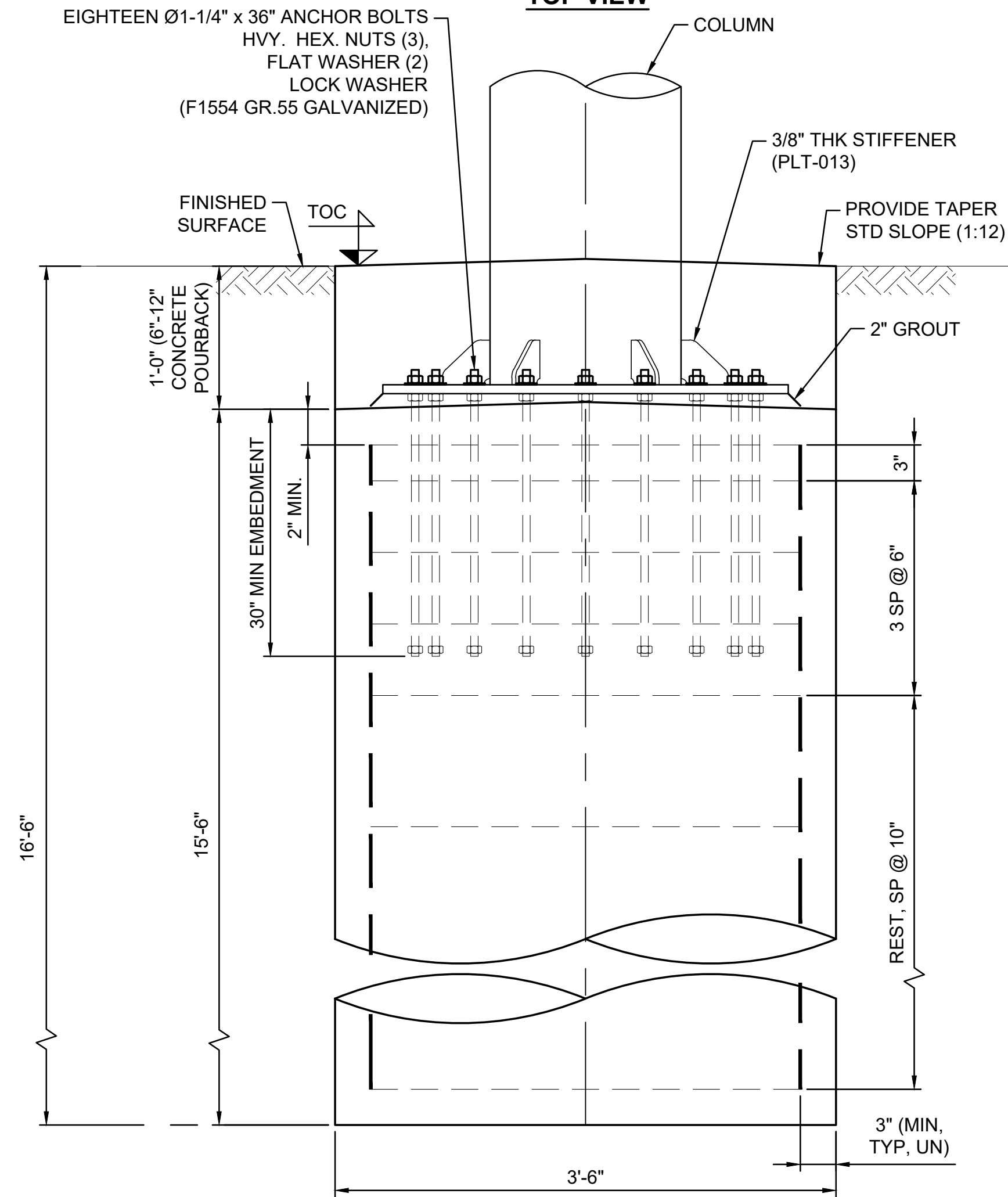
5.- SOIL PARAMETERS FOR FOOTING ANALYSIS; TABLE 1806.2, CLASS : 4



FOOTING TYPE A Ø3'-0" X 12'-0" T D
(RBP-RECESSED BASE PLATE)
USE FOR NON-CONSTRAINED CASES

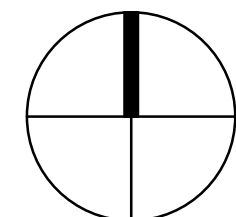


FOOTING TYPE B Ø3'-0" X 13'-6" T D
(RBP-RECESSED BASE PLATE)
USE FOR NON-CONSTRAINED CASES



FOOTING TYPE C Ø 3'-6" X 15'-6" T D
(RBP-RECESSED BASE PLATE)
USE FOR NON-CONSTRAINED CASES

PLAN NORTH



FOR TRUE NORTH
SEE CUSTOMER'S
SITE PLAN

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800-966-5005

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CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA): 355

CUSTOMER:

CITY OF CROWLEY

PROJECT NAME:

CROWLEY CITY HALL
PLAYGROUND & DOG PARK

LOCATION:

CROWLEY
TX

PROJECT NUMBER.

97461

STRUCTURE TYPE:

JOINED SAILS
FULL CUSTOM

SIZE:

SEE PAGE 2000

SCALE : AS NOTED

DRAWING SIZE:

B

FULL CUSTOM	DESCRIPTION	NC	REV
		11/17/25	DATE
		MSM	DRW
		SM	CHK
MHB	ENG	11/17/25	DATE
		MSM	DRW
		SM	CHK
		11/17/25	DATE

Eng. By :	MHB	11/17/25
Design By :	MSM	11/17/25
Approved By :	SM-MS	11/17/25

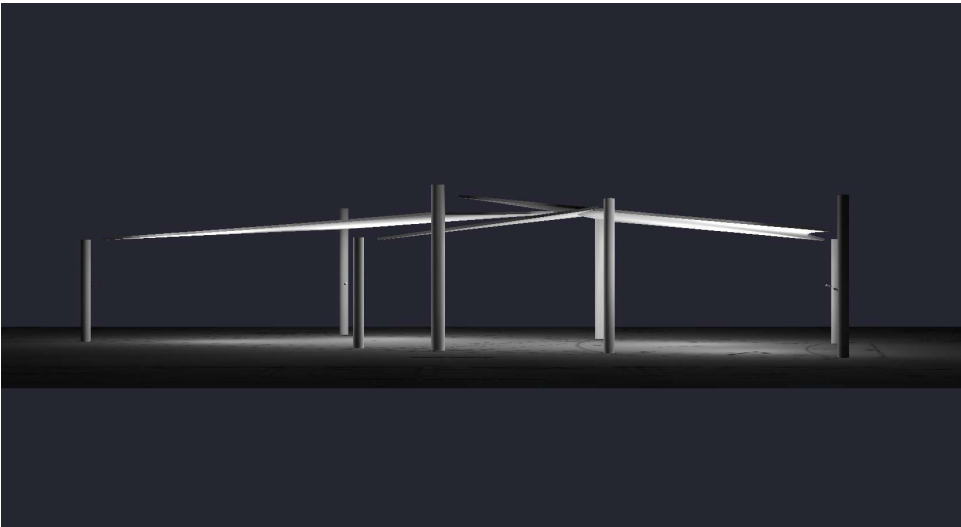
DRAWING DESCRIPTION:

FOOTING DETAILS

DWG. 97461-1.0

PAGE 3001

REV. NC



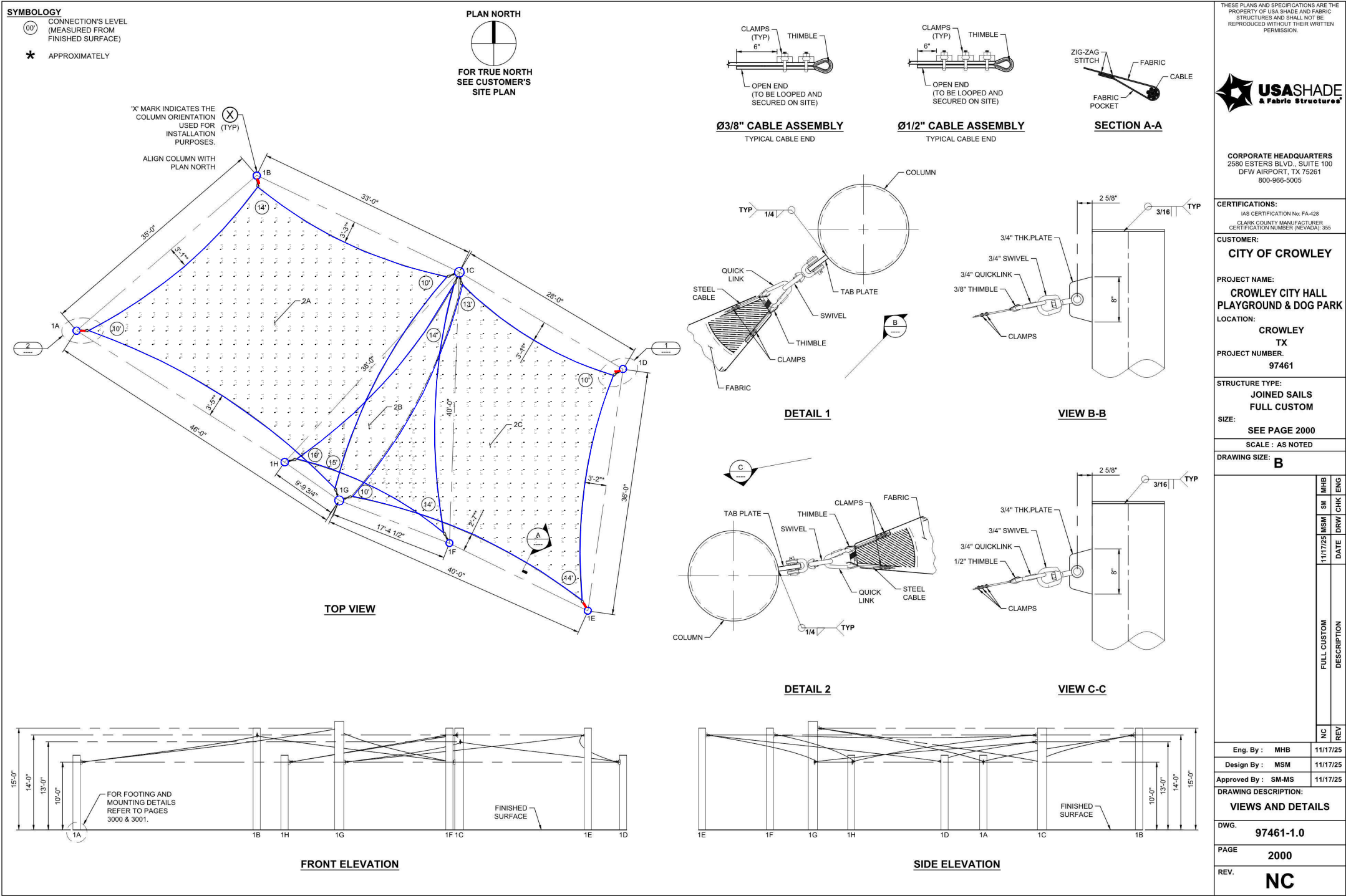
Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	4	HBLED13_D10	Single	HBLED13_D10	1.000	1980	13.5	54

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Object_10_Bottom	Illuminance	Fc	2.18	9.4	0.1	21.80	94.00
Object_11_Bottom	Illuminance	Fc	2.03	10.2	0.3	6.77	34.00
Object_9_Bottom	Illuminance	Fc	1.20	1.9	0.2	6.00	9.50

Expanded Luminaire Location Summary						
		Luminaire Coordinates				
LumNo	Label	X	Y	Z	Orient	Tilt
1	HBLED13_D10	21.87	89.81	6	358.247	100
2	HBLED13_D10	47.88	112.09	6	293.705	100
3	HBLED13_D10	96.21	49.13	6	120.641	100
4	HBLED13_D10	101.2	83.89	6	189.39	100

NOTES:

- * The light loss factor (LLF) is a product of many variables, only lamp lumen depreciation (LLD) has been applied to the calculated results unless otherwise noted. The LLD is the result (quotient) of mean lumens / initial lumens per lamp manufacturers' specifications.
- * Illumination values shown (in footcandles) are the predicted results for planes of calculation either horizontal, vertical or inclined as designated in the calculation summary. Meter orientation is normal to the plane of calculation.
- * The calculated results of this lighting simulation represent an anticipated prediction of system performance. Actual measured results may vary from the anticipated performance and are subject to means and methods which are beyond the control of Burrus and Matthews, Inc.
- * Mounting height determination is job site specific, our lighting simulations assume a mounting height (insertion point of the luminaire symbol) to be taken at the top of the symbol for ceiling mounted luminaires and at the bottom of the symbol for all other luminaire mounting configurations.
- * It is the Owner's responsibility to confirm the suitability of the existing or proposed poles and bases to support the proposed fixtures, based on the weight and EPA of the proposed fixtures and the owner's site soil conditions and wind zone. It is recommended that a professional engineer licensed to practice in the state the site is located be engaged to assist in this determination.
- * The landscape material shown hereon is conceptual, and is not intended to be an accurate representation of any particular plant, shrub, bush, or tree, as these materials are living objects, and subject to constant change. The conceptual objects shown are for illustrative purposes only. The actual illumination values measured in the field will vary.
- * Photometric model elements such as buildings, rooms, plants, furnishings or any architectural details which impact the dispersion of light must be detailed by the customer documents for inclusion in the Burrus and Matthews, Inc. lighting design model. Burrus and Matthews, Inc is not responsible for any inaccuracies caused by incomplete information on the part of the customer, and reserves the right to use best judgement when translating customer requests into photometric studies.
- * RAB Lighting Inc. luminaire and product designs are protected under U.S. and International intellectual property laws. Patents issued or pending apply.



Not to Scale



Prepared For:

Job Name:
x

Lighting Layout
Version A

Scale: as noted

Date:12/17/2025

Filename: CROWLEY SHADE STRUCTURE.AGI

Drawn By: Rachel Booth

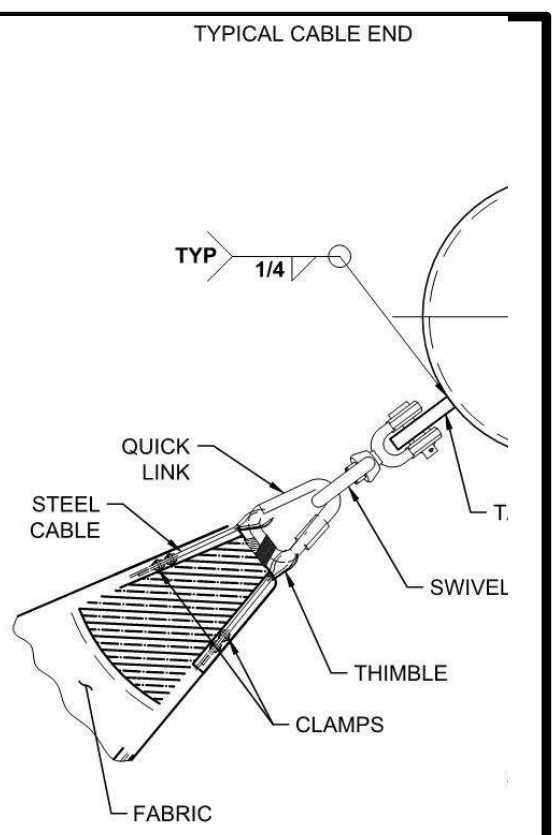
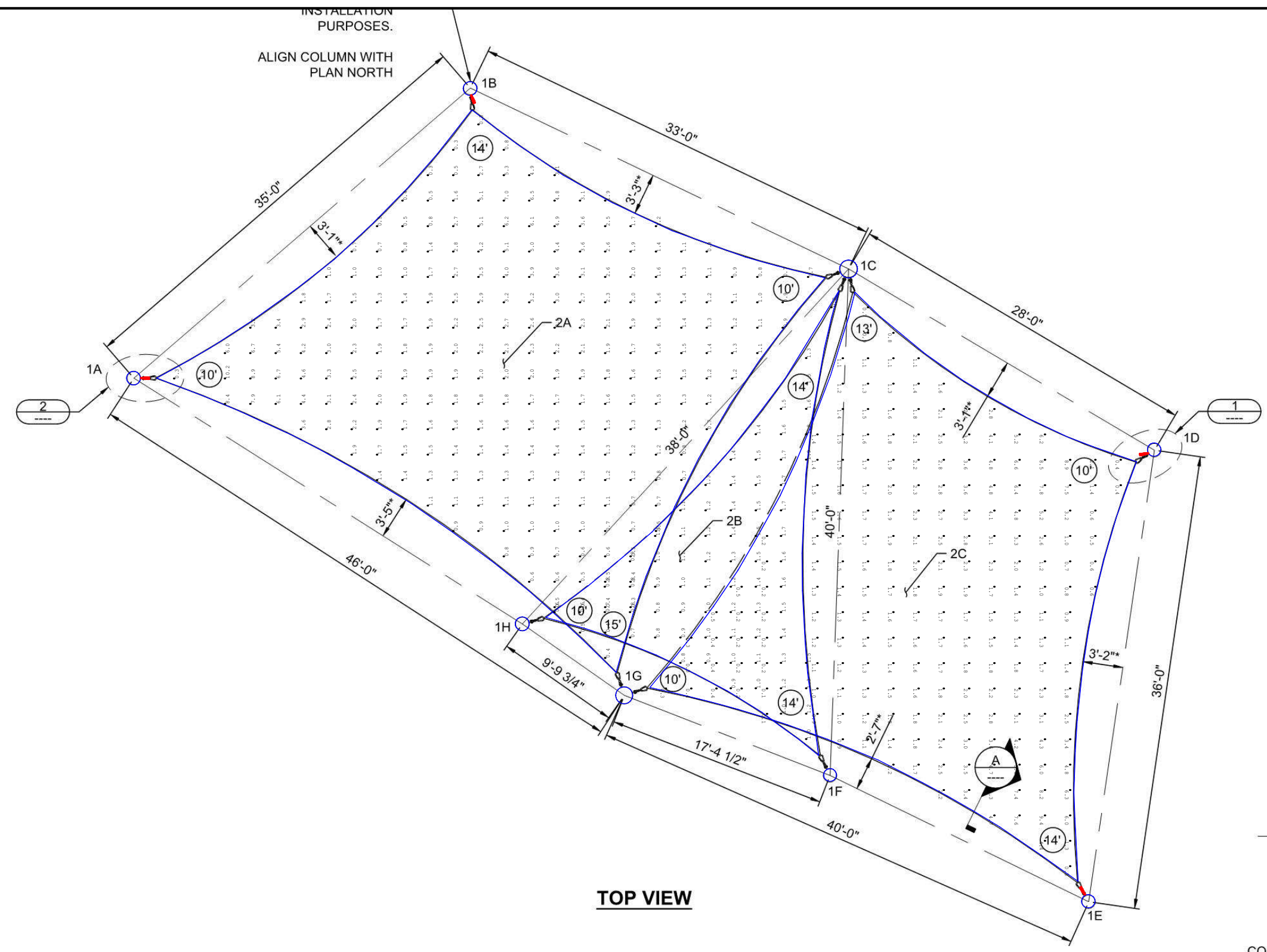
PROJECT # :

CASE # :

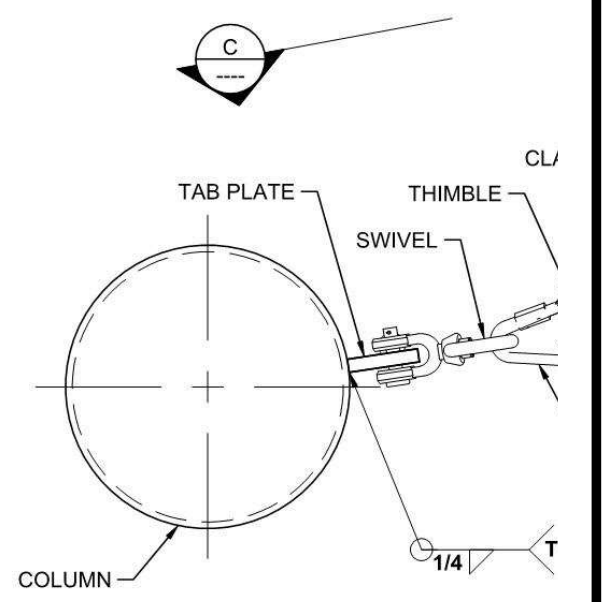
The Lighting Analysis, e2Layout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by the Burrus and Matthews, Inc., represent an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by Burrus and Matthews, Inc., and therefore actual measured results may vary from the actual field conditions. Burrus and Matthews, Inc., recommends that design parameters and other information be field verified to reduce variation.

Burrus and Matthews, Inc., neither warranties, either implied or stated with regard to actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design. Burrus and Matthews, Inc., neither warranties, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design intent as compliant with any applicable regulatory code requirements with the exception of those specifically stated on drawings created and submitted by Burrus and Matthews, Inc.,. The Lighting design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for construction nor as being part of a project's construction documentation package.

Filename: C:\Users\Rachel\OneDrive - Burrus & Matthews, Inc\Documents\LAYOUT FOLDERS\CROWLEY SHADE STRUCTURE\CROWLEY SHADE STRUCTURE.AGI



DETAIL 1



Not to Scale



Prepared For:	Job Name: x	Scale: as noted	PROJECT # :
		Date:12/17/2025	CASE # :
		Filename: CROWLEY SHADE STRUCTURE.AGI	
		Drawn By: Rachel Booth	

Filename: C:\Users\Rachel\OneDrive - Burrus & Matthews, Inc\Documents\LAYOUT FOLDERS\CROWLEY SHADE STRUCTURE\CROWLEY SHADE STRUCTURE.AGI

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STOVALL COMMERCIAL CONTRACTORS LLC

609 S County Rd 810 ALVARADO,TEAXS 76009
817-480-9022
TCEQ CR0000187/TDLR 35472
BUYBOARD 772-25

QUOTE

Date	Estimate No.
12/5/2025	875

Customer / Address	Project Location
City of Crowley 201 E. Main St. Crowley Texas 76036	Crowley Crossing Park

Description	Qty	Rate	Total
Furnish and install the following:			
* 2- Ashbury light poles Type S1-10 10' in height.			
* 1-Ashbury light pole Type S1-14' 14' in height.			
* 3- 24" x 48" pole bases. Height to be flush with grade. #4 rebar, and # 3 rebar rings, 3000 psi concrete.			
* Excavate from junction boxes on side of sidewalk over to pole bases in 2 locations.			
* Haul away left over spoils.			
* Install grounding rods at each pole.			
* Use existing circuit from Cantilever Suspended Lights, which are a controlled circuit.			
Non Scope of Work			
* Turk grass removal or replacement in area of construction.			
Ashbury 10' Poles	2	15,361.40	30,722.80
EQUIPMENT SUBTOTAL			30,722.80
Ashbury 14' Pole	1	12,629.00	12,629.00
EQUIPMENT SUBTOTAL			12,629.00
Furnish and install the following at the shade structure location within the park:			
* 4-RAB HBLED13A stem mounted fixtures on shade structure support columns. (If selected by owner)			
* OR			
* 4- Kichler 162117 120volt 55degree flood, stem mounted fixtures on shade support columns. (If selected by owner)			
* Excavate from junction boxes on side of sidewalk over to poles being installed for shade structure in 4 locations.			
* We will turn conduit up in bases and trench/backfill to each pole.			
* Install all wiring back to existing circuit for Cantilever Suspended lights, which is a controlled circuit.			
* Wiring at shade structure will be pulled within poles up to desired location for new lights.			
* Install lighting and aim fixtures in the upward position.			
* Will coordinate with shade structure contractor for installation.			
Estimate Total W/ RAB HBLED13A	1	10,765.45	10,765.45
EQUIPMENT SUBTOTAL			10,765.45
Estimate Total W/ Kilcher 16217	1	10,526.75	10,526.75
EQUIPMENT SUBTOTAL			10,526.75

QUOTE TOTAL \$64,644.00

•Terms of the Proposal

The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

StovallCommercialContractors or its Sub Contractors does not take responsibility for damage to utilities if encountered in or out of easements, if unmarked in designated work area after 811/dig test ticket has been submitted. Private property must be marked by the owner.

StovallCommercialContractors will not be responsible for any delays in the completion of fieldwork or reporting due to factors outside of StovallCommercialContractors control which may include inclement weather, subcontractor delays or illness.

“Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin Texas 78711,1-800-803-9202,512-463-6599, www.license.state.tx.



Quote Report No:
2909

1-855-663-8562 www.sunbeltrentals.com

F.S.R #:			BRANCH NO:		
PROJECT NAME:	Main St Modification				
CLIENT:	City of Crowley				
SITE ADDRESS:	201 E Main St				
CITY:	Crowley	SITE CONTACT:	Julie Hepler	PHONE:	
DELIVERY DATE/TIME:	28-Jan-2026 08:00 AM	Email	jhepler@ci.crowley.tx.us	MOBILE:	817-297-2201 ext 704

DELIVERY/INSTALL INSTRUCTIONS:
100% Slab
420'- 6' Fence
42- Weights
1-20' gate

BILLING ADDRESS (if new customer) or O/F if On File
201 E Main St
Crowley Texas 76036

PRODUCT				
QUANTITY	DESCRIPTION	Price	Total Ex. Tax	Total Inc. Tax
1.00	Freight	\$300.00	\$300.00	\$324.75
42.00	Cap - Install	\$0.10	\$4.20	\$4.55
42.00	Base - Install	\$0.20	\$8.40	\$9.09
42.00	Base Weight /30 lbs. - Rent	\$5.00	\$210.00	\$210.00
1.00	Gate - 20' System Install	\$7.50	\$7.50	\$8.12
1.00	6' Fence - Rent	\$586.10	\$586.10	\$634.45
420.00	6' Fence - Install	\$1.85	\$777.00	\$841.09
Total:			\$1,893.20	\$2,032.05

Payment Terms:

NOTES/OTHER INFO: Quote denotes full 1 month rental
Install price includes final removal of fence at end of project. Possible surcharges, fees upon removal not included
First invoice will equal price of drop and first rental payment.
Freight is charged per truck, per trip.
One month minimum.
Installation, services and final removals need to be scheduled at least a week prior to the clients desired date.

TIME ON SITE: 28-Jan-2026 08:00 AM **TIME OFF SITE:** 28-Jan-2026 10:00 AM

Prices stated are valid for 14 days from receipt of quote, unless clearly noted otherwise
I agree that the above information is correct, and services rendered were as ordered. I have acknowledged the terms and conditions printed on the back of this page. Lessee to maintain clear unobstructed fence line at all times – failure to do so may result in additional charges.

Authorized Signature	Name (Please print clearly)	Date Signed

Rental of the fences and any other fence materials ("the fencing") provided by Sunbelt Temporary Fence to the lessee is conditional upon the agreement of lessee to the following terms and conditions by Lessee:

Sunbelt and Lessee agree that the fencing, when delivered and installed, shall be in good condition, subject only to any deficiencies noted by lessee in this Job Report. Sunbelt shall correct any such deficiencies promptly. The fencing is delivered as described above and all agreements, representations and warranties on the part of Sunbelt not set out herein, whether express or implied, are excluded. WITHOUT LIMITING THE FOREGOING, Sunbelt MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Sunbelt is not responsible for any loss incurred by reason of late delivery of fencing or for failure to correct deficiencies in respect of the fencing delivered unless Sunbelt fails to act reasonably promptly. Lessee will use the fencing provided only for the above purpose, at lessee's sole risk and lessee is solely responsible for confirming that the fencing meets its requirements. Lessee will return the fencing in the same condition as it was when delivered by Sunbelt, subject only to reasonable wear and tear from permitted use. Lessee shall reimburse Sunbelt for any loss or damage which may occur before it is returned to Sunbelt, including by reason of abuse, theft or damage caused by Lessee or third parties. Sunbelt shall remove and repair damaged fencing at Lessee's expense, and if fencing is damaged beyond repair (in the opinion of Sunbelt, exercised reasonably), or if fencing is lost or stolen while leased to lessee, Sunbelt shall replace such fencing at Lessee's expense. Rental charges include delivery and pick-up of the fencing at the site location as well as installation by Sunbelt personnel in accordance with Sunbelt's customary standards or any special instructions set out above. It does not include the cost of repair, replacement, cleaning or painting or unreasonably dirty or vandalized fencing, removal cartage or reinstallation of repaired or re placed fencing, such costs being for the account of the lessee.

Rental charges include delivery and pick-up of the fencing at the site location as well as installation by Sunbelt personnel in accordance with Sunbelt's customary standards or any special instructions set out above. It does not include the cost of repair, replacement, cleaning or painting or unreasonably dirty or vandalized fencing, removal cartage or reinstallation of repaired or replaced fencing, such costs being for the account of the lessee.

Lessee shall indemnify and holds harmless Sunbelt and its members, officers, directors, managers, employees and contractors from any loss or claim arising in respect of the fencing, its installation or use, including all losses incurred or claims made by any person for injury, loss of life or loss from damage to property, including reasonable legal costs of Sunbelt, on a full indemnity basis. Lessee shall be responsible for ensuring reasonable work place safety at the site location and that the fencing is used for the intended purpose and is not abused or vandalized.

Rental and any other costs payable by Lessee hereunder shall be invoiced to the Lessee and are payable in full within 15 days after receipt, unless otherwise mutually agreed upon, of the invoice and without set off. Sunbelt bills on a 28 day cycle. Any rental or other amounts not paid by Lessee when due shall bear interest from the date of invoice until paid at the rate of 18% per annum. All costs of enforcing these terms and conditions shall be for the account of the lessee, including Sunbelt's reasonable legal costs, on a full indemnity basis. Any legal suit, action or proceeding arising out of or relating to this order shall be instituted in the courts of the State of Texas located in the City of Houston and County of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

As per Sunbelt's terms and conditions, it is the responsibility of the customer to maintain all equipment under lease after the initial install.

CUSTOMER ACKNOWLEDGEMENT – FENCE STABILITY AND ADDITIONS

The Customer or Lessee (the "**Customer**") is responsible to conduct all reasonable due diligence and demonstrate duty of care, including assessing all hazards and risks, including: inspection at the time of delivery, installation, upon transfer of care, custody, control and maintenance of the "**Equipment**" defined as fencing materials and/or other products and services provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented or sold.

Additions

The addition of any material, including but not limited to screening, signage, plywood, plastic, sound blankets, acoustic panels, or netting (the “**Additions**”) to any Equipment causes instability which can create dangerous or hazardous conditions, including without limitation, the fence sliding, tipping or blowing over and/or gates blowing open.

Additions to Equipment creates additional risk to public safety and may lead to property damage and injury, including death.

Sunbelt recommends all Equipment to be designed with a minimum wind gust rating of 30 mph, although wind gusts can frequently exceed 30 mph. It is the responsibility of the Customer to assess the appropriate wind gust for your site and implement additional Equipment as required.

Sunbelt will not provide the service of attaching Additions to any Equipment if it is determined to have a wind gust rating of less than 30 mph, at a minimum.

Due to the unpredictability of weather, the Customer is responsible to implement a control plan to monitor weather conditions at all times, and appropriately mitigate the risks associated with any Equipment and Additions.

Upon completion of our installation, where care, custody and control has been transferred, the Customer is responsible to conduct routine inspection and maintenance of all Equipment, and after any wind gusts exceeding 30 mph. Sunbelt recommends that all inspections be documented and retained for a period of up to 2 years.

Notwithstanding any other agreement (including Sunbelt’s standard terms and conditions), you agree to defend, indemnify, and hold Sunbelt, its affiliates, and their respective employees, directors and officers, harmless from and against any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, expenses and legal fees, arising out of or relating to, Equipment, any Addition, including without limitation, claims of, or liabilities to, third parties.

The foregoing shall remain in full force notwithstanding the completion and/or termination of any agreement for the supply of fencing.

Screen

Where applicable, quote reflects price for customer to purchase and have Sunbelt install standard color screen. In cases where customer requests non-standard color screen with or without logos, prints, graphics or design, the quote above reflects an estimated price. Final cost will be reflective of actual price of screen from manufacturer. Sunbelt reserves right to revise final price based on screen manufacturer’s current market prices. Upon installation, customer understands that they own the screen outright and assumes responsibility to maintain screen. Sunbelt is not responsible for torn or detached screen post installation. Service calls regarding screen will be charged to customer at market rate.

Customer acknowledges that adding windscreen to any project has a substantial effect to the integrity of any fencing. Sunbelt stands behind its bracing system with regards to securing fence with screen attached. Making any changes to the fence line, adding signage, moving fence, or detaching fence from bracing may have adverse effects to fence, and thereby customer assumes all responsibility therein for any issues that may arise due to forces, such as weather, vehicles or intentionally manipulating the fence.

CUSTOMER ACKNOWLEDGEMENT – SLIP, TRIP AND FALL

As the owner of the site and of the project scope, at all times, the Customer is responsible to conduct all reasonable due diligence and demonstrate duty of care, including assessing all hazards and risks associated with the risk of any slip, trip and falls due to the placement of temporary fence on site.

Care, custody, control and maintenance of rented products are at all times the responsibility of the Customer. The Customer is responsible to inspect and approve that the installation has been completed according to your specifications and that Equipment has been installed correctly, and is safe and fit your use.

Sunbelt strongly recommends the addition of safety ramps to minimize the risk of slips, trips and falls due to temporary fence bases.

Notwithstanding any other agreement (including Sunbelt's standard terms and conditions) you agree to defend, indemnify, and hold Sunbelt, its affiliates, and their respective employees, directors and officers, harmless from and against any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, expenses and legal fees, arising out of or relating to, any slip, trip and fall incident.

The foregoing shall remain in full force notwithstanding the completion and/or termination of any agreement for the supply of fencing.



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Cannady	Meeting Date: February 5, 2026
Department: City Secretary	Agenda Item: V.6.
Subject: Discuss and consider adoption of Joint Resolution R02-2026-478 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 R02-2026-478 and agreement 2026
2. Joint Election Resolution Exhibits - Estimated Expenses

CITY OF CROWLEY RESOLUTION NO. R02-2026-478

**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 2, 2026, pursuant to the above cited provisions of the Election Code; and

WHEREAS, the City has expressed its willingness to hold its May 2, 2026 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 2, 2026, 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 _____, 20__ by the Crowley City Council.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Cannady
City Secretary, City of Crowley

PASSED AND APPROVED ON THIS _____ day of _____, 20____ by the
Crowley Independent School District Board of Trustees.

Gary Grassia, President
Board of Education
Crowley Independent School District

ATTEST:

Dr La Tonya Woodson, 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 2, 2026. The City anticipates holding an election for the purpose of electing City officials on May 2, 2026. 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 2, 2026, 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 \$16.00 per hour for services rendered. Each alternate judge shall receive \$15.00 for services rendered. Each clerk shall receive \$14.00 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 2, 2026, 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 20, 2026, and continuing through Tuesday, April 28, 2026 with expanded hours of 7:00 a.m. to 7:00 p.m. on Monday, April 27, 2026 and Tuesday, April 28, 2026. 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, 2026, and not later than the close of business on Tuesday, April 21, 2026, 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 _____, 20____.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Cannady
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____.

Gary Grassia, President
Board of Education
Crowley Independent School District

ATTEST:

Dr La Tonya Woodson-Mayfield, 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 Cannady	Meeting Date: February 5, 2026
Department: City Secretary	Agenda Item: V.7.
Subject: Discuss and consider adoption of Ordinance 02-2026-585 an ordinance of the City Council of the City of Crowley, Texas, Ordering a General Election to be held on May 02, 2026; appointing an election judge and alternate judge, designating location of polling place; providing for dates; prescribing the hours; providing for an early voting ballot board; providing for the posting and publication of notice; and providing an effective date and authorize the Mayor to execute the Notice of Election.	

Background:

Passage of Ordinance 02-2026-485 will order the general election to elect members to Council Place 5 and City Council Place 6, 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 02-2026-585 General Election
2. Election Order 2026
3. Notice of General Election 2026

ORDINANCE NO. 02-2026-585

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 2, 2026; APPOINTING AN ELECTION ADMINISTRATOR, VOTING CLERK, ELECTION JUDGE AND ALTERNATE ELECTION JUDGE; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DATES; PRESCRIBING THE HOURS; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for City Council members of the City of Crowley is required to be held on May 2, 2026, at which time the voters will elect persons to fill the positions of City Council Place 5 and City Council Place 6; 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 5 and City Council Place 6, to serve a three (3) year term from May 2026 until May of 2029 or until their successors are duly elected and qualified. The election shall be held on May 2, 2026, 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 14, 2026 and ending February 13, 2026.

Section 4. Appointment of Election Administrator and Voting Clerk. For both Tarrant County and Johnson County Voters, Carol Cannady, 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 2, 2026, General Election:

Presiding Election Judge
Alternate Presiding Judge/Clerk

Theresa Freihage
John Scherrer

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 20, 2026 and end on April 30, 2026 during the below listed hours.

Monday, April 20, 2026	8:00 a.m. until 5:00 p.m.
Tuesday, April 21, 2026	8:00 a.m. until 5:00 p.m.
Wednesday, April 22, 2026	8:00 a.m. until 5:00 p.m.
Thursday, April 23, 2026	8:00 a.m. until 5:00 p.m.
Friday, April 24, 2026	8:00 a.m. until 5:00 p.m.
Monday, April 27, 2026	7:00 a.m. until 7:00 p.m.
Tuesday, April 28, 2026	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 Monday, **April 20, 2026** (normally Tuesday, moved due to San Jacinto Day).



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 2, 2026. 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 7, 2026. Marked ballots may also be delivered in person **ONLY** on Election Day, May 2, 2026, 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 Paper Ballots with a required 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 _____, 20__.

CITY OF CROWLEY, TEXAS

Billy P. Davis
MAYOR

ATTEST:

Carol C. Cannady
CITY SECRETARY

APPROVED AS TO FORM:

Rob Allibon
CITY ATTORNEY

**NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)**

(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 2, 2026, for voting in a general election to elect members to City Council Place 5 and Place 6.

(Notifíquese por la presente, que los sitios de votación citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el día 2 de mayo 2026 para votar en la elección general para elegir a los miembros de los lugares 5 y 6 del consejo.)

(Thông báo được đưa ra rằng (các) địa điểm bỏ phiếu được liệt kê dưới đây sẽ mở cửa từ 7:00 sáng đến 7:00 tối, ngày 2 tháng 5 năm 2026, để bỏ phiếu trong một cuộc tổng tuyển cử để bầu Văn phòng Hội đồng Thành phố và Địa điểm 6.)

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 QUẢN 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 20, 2026 through April 28, 2026 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 20 de abril, 2026 hasta el 28 de abril, 2026 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 20 tháng 4 năm 2026 đến ngày 28 tháng 4 năm 2026 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 20 - April 24, 2026 (20 de abril al 24 de abril de 2026) (20 tháng 4 năm 2026 đến 24 tháng 4 năm 2026)	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 25 & April 26, 2026 (25 de abril y 26 de abril de 2026) (Ngày 25 tháng 4 và ngày 26 tháng 4 năm 2026)	Saturday & Sunday (sábado y domingo) (thứ bảy và chủ nhật)	NO VOTING (Sin votación) (Không bỏ phiếu)
April 27 & 28, 2026 (27 y 28 de abril de 2026) (Ngày 27 và 28 tháng 4 năm 2026)	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

Johnson County Email: vote@johnsoncountytexas.org

Tarrant County Email: votebymail@tarrantcounty.com

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 21, 2026 (martes, 21 de abril, 2026) (Thứ ba ngày 21 tháng 4 năm 2026)

Issued this the 5th day of February, 2026

(Emitada este dia 5 de febrero, 2026)

(Phát hành vào ngày 5 tháng 2 năm 2026)

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

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 2, 2026, for voting in a general election to elect members to City Council Place 5 and Place 6.
(Notifíquese por la presente, que los sitios de votación citados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el día 2 de mayo 2026 para votar en la elección general para elegir a los miembros de los lugares 5 y 6 del consejo.)
(Thông báo được đưa ra rằng (các) địa điểm bỏ phiếu được liệt kê dưới đây sẽ mở cửa từ 7:00 sáng đến 7:00 tối, ngày 2 tháng 5 năm 2026, để bỏ phiếu trong một cuộc tổng tuyển cử để bầu Văn phòng Hội đồng Thành phố và Địa điểm 6.)

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

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(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 20 de abril, 2026 hasta el 28 de abril, 2026 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 20 tháng 4 năm 2026 đến ngày 28 tháng 4 năm 2026 tại Trung tâm Sự kiện Crouch trong Công viên. Bicentennial, 900 E Glendale St, Crowley, Texas 76036 như sau:)

April 20 - April 24, 2026 (20 de abril al 24 de abril de 2026) (20 tháng 4 năm 2026 đến 24 tháng 4 năm 2026)	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 25 & April 26, 2026 (25 de abril y 26 de abril de 2026) (Ngày 25 tháng 4 và ngày 26 tháng 4 năm 2026)	Saturday & Sunday (sábado y domingo) (thứ bảy và chủ nhật)	NO VOTING (Sin votación) (Không bỏ phiếu)
April 27 & 28, 2026 (27 y 28 de abril de 2026) (Ngày 27 và 28 tháng 4 năm 2026)	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 Express Courier:
Tarrant County Elections
P.O Box 961011
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	Johnson County Email: vote@johnsoncountytexas.org
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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 21, 2026 (martes, 21 de abril, 2026) (Thứ ba ngày 21 tháng 4 năm 2026)

Issued this the 5th day of February, 2026
(Emitada este día 5 de febrero, 2026)
(Phát hành vào ngày 5 tháng 2 năm 2026)

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



City of Crowley, Texas City Council Agenda Report

Presenter: Carol Cannady	Meeting Date: February 5, 2026
Department: City Secretary	Agenda Item: V.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 2, 2026, 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 Agreement 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.

Attachments:

1. Johnson County Express Vote Lease-City of Crowley 5-2-2026

VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and

LESSEE: CITY OF CROWLEY

THIS AGREEMENT is entered on this _____ day of _____ 2026, 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 15, 2026**, through **May 2, 2026**, and is due on **April 15, 2026**. 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