



**Agenda**  
**Crowley Economic Development Corporation**  
**Board of Directors**  
**July 1, 2025**  
**Regular Session - 6:30 PM**

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

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Citizens may address the Economic Development Corporation Board of Directors by filling out a blue “Citizen Participation” card to discuss any issue that is on the Agenda. Please turn in cards to the board secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

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**Regular Session - July 1, 2025 - 6:30 PM**

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

**II. EDC Business**

1. Discuss and consider approving the minutes from the meeting held on June 19, 2025.
2. Discuss and consider authorizing the City Manager, or her designee, to execute a Chapter 380 Agreement with Next Level Events, LLC for the purpose of hosting a BBQ Festival at Crowley Crossing.

**III. 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.

1. Discuss and consider the execution of a contract for an economic development opportunity located within the city pursuant of Section 551.087 - Business Prospect/Economic Development, of the Texas Government Code.

**IV. 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.

**V. Adjournment**

I, the undersigned authority, do hereby certify that this Agenda of the Crowley Economic Development Corporation Board of Directors meeting to be held on July 1, 2025 at 6:30 PM is a true and correct copy posted on June 27, 2025 at 6:00 pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

A handwritten signature in blue ink that reads 'Carol C. Cannady'.

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Carol C. Cannady, 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**  
**Economic Development Corporation Board of Directors**  
**Agenda Report**

<b>Presenter:</b> Carol Cannady	<b>Meeting Date:</b> July 1, 2025
<b>Department:</b> City Secretary	<b>Agenda Item:</b> II.1.
<b>Subject:</b> Discuss and consider approving the minutes from the meeting held on June 19, 2025.	

**Background:**

**Recommendation:**

Recommend approving minutes

**Financial Information:**

None

**Attachments:**

1. 06192025 EDC Minutes

**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS REGULAR SESSION HELD JUNE 19, 2025.** The Economic Development Corporation Board of Directors of the City of Crowley, Texas met in Regular Session on Thursday, June 19, 2025, at 6:15 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

**Call to Order and Roll Call**

President Jesse Johnson called the Session to order at 6:15 p.m. Board Asst Secretary Asja Reyes called roll and noted a quorum was present.

Present were

President Jesse Johnson, Member Jerry Beck, Member Jim Hirth, Member Billy Davis, Member Mike Winterbank, Member Carl Weber III

Absent:

George Allen

**Public Hearings**

None

**Executive Session**

1. Discuss the value and exchange of real property for a development opportunity located at 125 N Hampton Rd pursuant to Section 551.072, Deliberations about Real Property, of the Texas Government Code.

President Jesse Johnson announced that the EDC Board of Directors would convene into Executive Session at 6:16 p.m. to discuss the value and exchange of real property for a development opportunity located at 125 N Hampton Rd pursuant to Section 551.072, Deliberations about Real Property, of the Texas Government Code.

**Reconvene and Take Action from Executive Session**

At 6:32 p.m., President Jesse Johnson announced the EDC Board of Directors would reconvene into open session.

As a result of discussions held during Executive session, Member Carl Weber III made the motion to approve the contract of sale with Powerhouse Partners, LLC for the Crowley Economic Development Corporation to purchase the property located at 125 N Hampton Rd, Crowley TX 76036, and to authorize the EDC Director to sign the contract of sale and all related closing documents; second by Member Billy Davis. The EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 6-0.

**EDC Business**

1. Discuss and consider approving the minutes from the meeting held on June 05, 2025.

Member Jerry Beck made the motion to Approve the minutes from the June 5, 2025 meeting;

second by Carl Weber III, council voted unanimously to approve the motion as presented. Motion carried 6-0.

2. Discuss and consider approving Budget Amendment #1 for FY 2024-25 and approve purchase of property not to exceed \$880,000.

Member Billy Davis made the motion to Approve Amendment #1 to the FY2024-25 EDC Budget; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 6-0.

### **Adjournment**

As there was no further business, President Jesse Johnson adjourned the meeting at 6:34 p.m.

ATTEST:

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EDC Board President

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EDC Secretary



**City of Crowley, Texas**  
**Economic Development Corporation Board of Directors**  
**Agenda Report**

<b>Presenter:</b> Julie Hepler	<b>Meeting Date:</b> July 1, 2025
<b>Department:</b> Main Street	<b>Agenda Item:</b> II.2.
<b>Subject:</b> Discuss and consider authorizing the City Manager, or her designee, to execute a Chapter 380 Agreement with Next Level Events, LLC for the purpose of hosting a BBQ Festival at Crowley Crossing.	

**Background:**

Staff is proposing a Chapter 380 Agreement with Next Level Events, LLC to host a ticketed BBQ festival and sanctioned competition at Crowley Crossing in November. This event is expected to attract regional visitors, support local businesses, and enhance visibility of the Crowley Crossing area.

To support the event, the agreement provides:

- Up to \$17,500 in reimbursable economic development incentives for infrastructure such as restrooms, fencing, lighting, A/V, and marketing.
- Up to \$6,000 in non-reimbursable staffing support from the City/EDC to oversee City facilities and resources during the event.

This partnership aligns with the EDC’s goals to stimulate commercial activity, promote tourism, and increase foot traffic in the downtown district. Staff recommends approval and authorization to proceed with the agreement.

**Recommendation:**

Staff respectfully recommends approval.

**Financial Information:**

**Attachments:**

1. 380 Next Level Festival Agreement

## **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

This Chapter 380 Economic Development Agreement (“Agreement”) is entered into this 1<sup>st</sup> day of July, 2025 (“Effective Date”) by and between the City of Crowley, Texas (the “City”), and Next Level Events, LLC (“Next Level”). For convenience, the City and Next Level may be referred to individually as a “Party” or collectively as “the Parties”.

### **RECITALS**

**WHEREAS**, Next Level desires to utilize the Crowley Crossing Plaza property, located at 201 E. Main Street, Crowley, Texas 76036 (the “Plaza”), as more particularly described and depicted on the attached Exhibit A, incorporated herein by reference, to host a competition level BBQ festival and contest which will attract contestants, participants, spectators and guests from around the State of Texas, and potentially from out of state (the “Event”); and

**WHEREAS**, use of the Plaza for such an Event is not permitted without the express consent and approval of the City as provided herein; and

**WHEREAS**, the City has adopted an Economic Development Program (the “Program”) pursuant to Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, Next Level desires to participate in the Program by entering into this Agreement whereby the City will provide certain incentives specified herein to Next Level for the location of the Event in the City; and

**WHEREAS**, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program by promoting local economic development and stimulating business and commercial activity in the City.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE I. AUTHORIZATION**

The City Council finds and determines that this Agreement is authorized and governed by Section 380.001 of the Texas Local Government Code and by the Program.

### **ARTICLE II. TERM**

This Agreement shall be effective as of the date of execution by all parties and continue until all obligations under the Agreement are fulfilled, unless otherwise terminated as provided for in this Agreement.

### **ARTICLE III. ECONOMIC DEVELOPMENT INCENTIVES**

#### **1. Covenants of Next Level:**

a. Next Level shall advertise and promote the Event, which is scheduled to occur in March 2026. The final date of the Event is subject to approval by the City Council to ensure there are no conflicts with existing City events or staffing resources.

b. Next Level is responsible for all costs related to the preparation, operation, management, and clean-up of the Event, except to the extent of the City's obligations specified below.

c. The Event shall be permitted on those portions of the Plaza property as specified in the Attached Exhibit A. Parking shall only be permitted in the parking lot behind City Hall and along Mission Street as shown on the attached Exhibit A, beginning no earlier than 3:00 p.m. the day before the Event.

d. The Event shall be a competition style BBQ cook-off, with registration fees and prize awards established by Next Level in order to attract contestants, participants, spectators and guests from the State of Texas and potentially from out of state.

e. Unless otherwise provided herein, or by written approval of the City Manager, the Event must comply with all adopted rules and procedures relating to the use of the Plaza or City parks in general.

f. Next Level shall operate the Event at all times in a manner that is consistent with the general purposes of encouraging economic development within the City. In this regard, the parties agree that the use of the Plaza for the Event is consistent with such purpose.

g. Next Level agrees to clean up all trash and debris from the Plaza after the Event, and to restore the Plaza to the condition that existed prior to the Event, including any damages caused to the Plaza from the Event.

#### **2. Covenants of City:**

As an economic development incentive and to assist Next Level with locating the Event in the City, the City agrees to cover eligible costs related to the Event, not to exceed a total of \$17,500, to be reimbursed by Next Level to the City following the conclusion of the Event as specified below:

- a. Restroom trailers/porta-potty's,
- b. Temporary fencing for securing the Plaza; and
- c. Audio/visual equipment for entertainment; and

- d, Light towers and generators; and
- e. Dumpster rentals; and
- f. Event Marketing.

The City agrees to make payment for the above items upon request by Next Level as needed for the Event planning, setup, and operation. Next Level agrees to reimburse the City all such amounts paid in advance by the City on Next Level's behalf for the Event, within 30 days of the conclusion of the Event.

As part of its support for the Event, the City and/or the Economic Development Corporation (EDC) agree to cover staffing costs associated with providing City personnel to oversee City facilities and resources during the Event. These staffing costs shall not exceed \$6,000. There is no expectation that Next Level will reimburse the City or EDC for these staffing-related expenses. If it is determined that additional staff are necessary beyond what is covered under the \$6,000 allocation, Next Level shall be responsible for providing and funding the cost of the additional personnel.

#### **ARTICLE IV. GENERAL PROVISIONS**

1. **Access to Information.** Next Level agrees to provide the City, upon reasonable notice, access to information related to the Event, and other information necessary to fulfill this Agreement.
2. **Default.** If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within thirty (30) days after delivery of written notice of such default from another party (the "Complaining Party") to cure such default, the Complaining Party may be awarded specific performance and/or damages for such default by action or proceeding at law or in equity.
3. **Termination.** This Agreement may be terminated as follows:
  - a. by mutual written agreement by the parties;
  - b. by the City upon the failure of Next Level to fulfill its obligations under this Agreement after receipt of written notice of default and a thirty (30) day cure period.
4. **Mutual Assistance.** Next Level and the City shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.
5. **Attorney's Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

**6. Law Compliance.** Next Level agrees to comply with all federal, state, and local laws and all Restaurant regulations that are applicable to the Restaurant.

**7. Indemnity.** THE CITY SHALL NOT BE LIABLE TO NEXT LEVEL, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, NEXT LEVEL AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF NEXT LEVEL OR ITS AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, ARISING FROM THE CONDUCT, MANAGEMENT OR OPERATIONS OF THE EVENT, FROM ANY BREACH BY NEXT LEVEL OF ANY CONDITION OF THIS AGREEMENT, OR ARISING IN ANY WAY OUT OF THE PERFORMANCE OF THIS AGREEMENT. This provision is solely for the benefit of the City, and their officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This section shall survive termination of this Agreement.

Nothing in this Agreement shall be construed as waiving any governmental immunity available to the City under state law.

**8. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

**9. Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by Next Level and the City.

**10. Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Next Level may not assign all or any part of its rights and obligations hereunder without prior written approval of the City.

**11. Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Next Level: Next Level Events, LLC  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**12. Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

**13. Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Tarrant County, Texas.

**14. Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**15. No Joint Venture.** Nothing in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

**16. Approval by City of Crowley, Texas.** This Agreement was approved by the City Council at its meeting on July 1, 2025.

**NEXT LEVEL EVENTS, LLC**

**CITY OF CROWLEY**

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

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

ATTEST:

\_\_\_\_\_  
City Secretary

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ §

§

**COUNTY OF** \_\_\_\_\_ §

BEFORE ME, the undersigned authority in and for \_\_\_\_\_ County, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the \_\_\_\_\_ of Next Level Events, LLC, and that he/she is authorized by said entity to execute the foregoing instrument as the act of such entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**PLAZA DESCRIPTION AND PARKING AREAS**



**CITY OF CROWLEY**  
**CERTIFIED AGENDA OF THE EXECUTIVE/CLOSED SESSION**  
**July 01, 2025**

**I. Statement of Beginning Executive/Closed Session**

President Jesse Johnson announced at the beginning of the executive/closed session:

“The Crowley Economic Development Corporation, on July 01, 2025, beginning at \_\_\_\_\_ p.m., convened in an executive/closed session in accordance with the Texas Open Meetings Act (Local Government Code – Chapter 551).”

**II. The following were present:**

\_\_\_\_\_  
President Jesse Johnson

\_\_\_\_\_  
Member Jerry Beck, Jr.

\_\_\_\_\_  
Member Jim Hirth

\_\_\_\_\_  
Member Billy Davis

\_\_\_\_\_  
Member Mike Winterbank

\_\_\_\_\_  
Member Carl Weber III

\_\_\_\_\_  
Member George Allen

\_\_\_\_\_  
City Manager Lori Watson

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

\_\_\_\_\_  
Asst City Manager Cristina Winner

\_\_\_\_\_  
Asst City Manager, Matt Elgin

\_\_\_\_\_  
Other:

\_\_\_\_\_  
Other:

\_\_\_\_\_  
Other:

**III. Subjects Discussed in the Session Closed to the Public**

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:

***Pursuant to Texas Gov’t Code § 551.087 – Business Prospect/Economic Development***  
***Discuss and consider the execution of a contract for an economic development opportunity located within the city.***

**IV. Statement at End of Executive/Closed Session**

Mayor Billy Davis announced at the end of the executive/closed session:

“The City Council ended its executive/closed session at \_\_\_\_\_ p.m., on July 01, 2025”

**V. Record of Further Action Taken, if any, on Above Items in the Subsequent Open Session.**

**VI. Certification by Presiding Officer**

I hereby certify that this agenda of closed session of the City Council of the City of Crowley is a true and correct record of the proceedings pursuant to the Texas Government Code, Chapter 551.

WITNESS MY HAND this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**CITY OF CROWLEY**

\_\_\_\_\_  
**Jesse Johnson, President**