



Agenda
Crowley City Council
July 1, 2025
Special Called 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).

Special Called Session - July 1, 2025 - 7:00 PM

I. Call to Order and Roll Call

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

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

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

III. Presentations/Proclamations

1. We are pleased to formally announce the winning slogan of the "Give Crowley a Voice" Campaign. Ms. Ashley Becker, Senior Citizens Program Coordinator, submitted the slogan that was ultimately selected through a three-round voting process involving peers, City Management, and the City Council. Her winning submission: "Where Every Crossing Leads to Community." We are excited to begin using this new slogan in our marketing efforts and as a reflection of our commitment to fostering a strong sense of community throughout Crowley.

IV. Consent Agenda

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

1. Discuss and consider approving the minutes from the work session and regular meeting held on Jun 19, 2025.
2. Discuss and consider approving a Cooperative Purchasing Agreement for HA-5 Street Resurfacing with the City of Hurst.

V. City Business

1. Discuss and consider authorizing the City Manager, or her designee, to execute a Chapter 380 Agreement between the City of Crowley and Next Level Events, LLC for the purpose of hosting a BBQ Festival at Crowley Crossing.

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 Special Called meeting to be held on July 1, 2025 at 7:00 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.



Carol C. Cannady, City Secretary

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



**City of Crowley, Texas
City Council Agenda Report**

Presenter:	Meeting Date: July 1, 2025
Department: City Manager	Agenda Item: III.1.
Subject: We are pleased to formally announce the winning slogan of the "Give Crowley a Voice" Campaign. Ms. Ashley Becker, Senior Citizens Program Coordinator, submitted the slogan that was ultimately selected through a three-round voting process involving peers, City Management, and the City Council. Her winning submission: "Where Every Crossing Leads to Community." We are excited to begin using this new slogan in our marketing efforts and as a reflection of our commitment to fostering a strong sense of community throughout Crowley.	

Background:

Recommendation:

Financial Information:

Attachments:

1. Your paragraph text (1)

WHERE EVERY CROSSING



LEADS TO COMMUNITY



**City of Crowley, Texas
City Council Agenda Report**

Presenter: Carol Cannady	Meeting Date: July 1, 2025
Department: City Secretary	Agenda Item: IV.1.
Subject: Discuss and consider approving the minutes from the work session and regular meeting held on Jun 19, 2025.	

Background:

Recommendation:

Recommend approving minutes

Financial Information:

None

Attachments:

1. 06192025 Minutes CC WS
2. 06192025 CC Reg Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD JUNE 19, 2025. The City Council of the City of Crowley, Texas met in Work Session on Thursday, June 19, 2025, at 6:30 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

Mayor Billy Davis called the Work Session to order at 6:36 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 Matt Foster, Council Member Scott Gilbreath, Mayor Billy Davis

City staff included:

City Attorney, Rob Allibon

City Secretary, Carol Cannady

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

Media Relations Coordinator, Jay Hinton

Downtown Events Coordinator, Julie Hepler

Absent: None

Non-Action Items for Discussion

None

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on June 5, 2025.

Public Hearings

1. Hold a public hearing to discuss and consider approval of Ordinance 06-2025-566, an ordinance amending Sec. 106.66(E)(4) of Chapter 106, the comprehensive zoning ordinance, to require outdoor sales or display to be limited in location to within 15 feet of the building and not block the fire lane. **Case # ZCA-2025-001.**

No discussion

2. (a) Hold a public hearing on the Fiscal Year 2025-26 Proposed Budget for the City of Crowley Crime Control and Prevention District. (b) Discuss and consider approval/adoption of the Crime Control and Prevention District (CCPD) proposed FY 2025-26 Budget.

No discussion

City Business

1. Discuss and consider canceling the regularly scheduled City Council Meeting on Thursday, July 3,

2025, and instead calling a Special City Council Meeting to be held on Tuesday, July 1, 2025.

No discussion

2. Discuss and consider approval of a 3-year contract (2025-2027) with Tarrant County Tax Assessor for the collection services of Ad Valorem Taxes levied by the City and authorizing the Mayor to execute said contract.

No discussion

3. Discuss and Consider the adoption of Ordinance 06-2025-565, an Ordinance of the City Council of the City of Crowley, Texas, amending the solid waste rate fees in Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for publication; and providing an effective date.

No discussion

4. Discuss and consider a special event permit application submitted by Devonne Taylor on behalf of Kreatio Outreach to hold a worship service in Bicentennial Park on June 29, 2025 from 2:00pm till 7:30pm.

Council members all discussed their concerns that holding church services in the park may be disruptive to other citizens. They also had concerns that churches were utilizing the park in-lieu of paying for a brick and mortar building.

5. Discuss and consider approving EDC Budget Amendment #1 for FY 2024-2025, and approve the purchase of property not to exceed \$880,000.

No discussion

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 6:45 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Cannady

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD JUNE 19, 2025. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, June 19, 2025, at 7:00 PM in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Call to Order and Roll Call

Mayor Billy Davis called the Regular Session to order at 7:00 p.m. City Secretary Carol 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 Matt Foster, Council Member Scott Gilbreath, Mayor Billy Davis

City staff included:

City Attorney, Rob Allibon

City Secretary, Carol Cannady

Police Chief, Kit Long

Planning and Comm Dev Director, Rachel Roberts

EDC Director, Molly Martin

Asst Finance Director, Heather Gwin

Media Relations Coordinator, Jay Hinton

Downtown Events Coordinator, Julie Hepler

Absent: None

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

None

Consent Agenda

1. Discuss and consider approving the minutes from the work session and regular meeting held on June 5, 2025.

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

Public Hearings

1. Hold a public hearing to discuss and consider approval of Ordinance 06-2025-566, an ordinance amending Sec. 106.66(E)(4) of Chapter 106, the comprehensive zoning ordinance, to require outdoor sales or display to be limited in location to within 15 feet of the building and not block the fire lane. **Case # ZCA-2025-001.**

Mayor Davis opened the public hearing at 7:02 p.m. and invited anyone wishing to speak to come forward. Mayor Davis closed the public hearing at 7:03 p.m.

Council Member Jim Hirth made the motion to Approve Ordinance 06-2025-566 amending Chapter 106, the comprehensive plan; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. (a) Hold a public hearing on the Fiscal Year 2025-26 Proposed Budget for the City of Crowley Crime Control and Prevention District. (b) Discuss and consider approval/adoption of the Crime Control and Prevention District (CCPD) proposed FY 2025-26 Budget.

Mayor Davis opened the public hearing at 7:03p.m. and invited anyone wishing to speak to come forward. Mayor Davis closed the public hearing at 7:04 p.m.

Council Member Tina Pace made the motion to Approve the FY2025-26 Crime Control and Prevention District Budget; second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion carried 7-0.

City Business

1. Discuss and consider canceling the regularly scheduled City Council Meeting on Thursday, July 3, 2025, and instead calling a Special City Council Meeting to be held on Tuesday, July 1, 2025.

Council Member Jesse Johnson made the motion to Approve canceling the City Council Meeting scheduled for Jul 3, 2025 and instead, calling a special meeting for Jul 1, 2025; second by Council Member Matt Foster, council voted unanimously to approve the motion as presented. Motion carried 7-0.

2. Discuss and consider approval of a 3-year contract (2025-2027) with Tarrant County Tax Assessor for the collection services of Ad Valorem Taxes levied by the City and authorizing the Mayor to execute said contract.

Council Member Jerry Beck made the motion to Approve a 3-year contract with Tarrant County Tax Assessor for the collection of services of Ad Valorem taxed; second by Council Member Tina Pace, council voted unanimously to approve the motion as presented. Motion carried 7-0.

3. Discuss and Consider the adoption of Ordinance 06-2025-565, an Ordinance of the City Council of the City of Crowley, Texas, amending the solid waste rate fees in Appendix A, Schedule of Rates, Fees, and Charges of the Code of Ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for publication; and providing an effective date.

Council Member Matt Foster made the motion to Approve Ordinance 06-2025-565 amending the solid waste rates; second by Council Member Jim Hirth, council voted unanimously to approve the motion as presented. Motion carried 7-0.

4. Discuss and consider a special event permit application submitted by Devonne Taylor on behalf of Kreatio Outreach to hold a worship service in Bicentennial Park on June 29, 2025 from 2:00pm

till 7:30pm.

Council Member Matt Foster made the motion to Approve a special event permit for Kreatio Outreach to hold a worship service in the park; second by Council Member Jesse Johnson, council voted unanimously to approve the motion as presented. Motion carried 7-0.

5. Discuss and consider approving EDC Budget Amendment #1 for FY 2024-2025, and approve the purchase of property not to exceed \$880,000.

Council Member Jesse Johnson 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 7-0.

Public Comment

None

Items of Community Interest

Main Street Coordinator Julie Hepler announced several upcoming events that would be held in the plaza which included a Beat the Heat event, concerts, and movies.

Executive Session

Mayor Billy Davis announced that the City Council would convene into Executive Session at 7:17 p.m. to consult with the City Attorney on the possibility of filing a lawsuit against the Maverick County Housing Finance Corporation, Tarrant Appraisal District, and other appropriate parties, regarding tax-exempt property pursuant to Section 551.071 of the Texas Government Code and to discuss the value and exchange of real property for a development opportunity located at 125 N. Hampton Rd, pursuant to Section 551.072 of the Texas Government Code.

1. Consultation with City Attorney on the possibility of filing a lawsuit against the Maverick County Housing Finance Corporation, Tarrant Appraisal District, and other appropriate parties, regarding tax-exempt property pursuant to Section 551.071, of the Texas Government Code - Consultation with Attorney.
2. Discuss the value and exchange of real property for a development opportunity located at 125 N. Hampton Rd, pursuant to Section 551.072 of the Texas Government Code - Deliberations about Real Property.

Reconvene and Take Action from Executive Session

At 7:41 p.m., Mayor Billy Davis announced the City Council would reconvene into open session and due to discussion during executive session Council Member Jesse Johnson made the motion to authorize the City Attorney's Office filing of a tax exemption challenge under the Tax Code and the filing of a lawsuit against the Maverick County Housing Finance Corporation, the Tarrant Appraisal District, and other appropriate parties to invalidate removal of properties from the ad valorem tax rolls; second by Council Member Scott Gilbreath, council voted unanimously to approve the motion as presented. Motion carried 7-0.

Adjournment

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:42 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



**City of Crowley, Texas
City Council Agenda Report**

Presenter: Bill Bateman	Meeting Date: July 1, 2025
Department: Public Works	Agenda Item: IV.2.
Subject: Discuss and consider approving a Cooperative Purchasing Agreement for HA-5 Street Resurfacing with the City of Hurst.	

Background:

The Public Works Department is requesting approval to utilize a cooperative purchasing agreement with the City of Hurst for Andale Construction to perform HA-5 seal coat treatments on city roadways. HA-5 is a process that seals the surface of the roadway to prevent water infiltration into the road base and renews the street surface. This process has been used on several roadways over the last few years with excellent results. The following streets are scheduled for resurfacing this summer:

STREET	FROM	TO
ELLER AVE.	S. HAMPTON RD.	HARRIS DR.
MALONE AVE	S. HAMPTON RD.	HARRIS DR.
E. CUNNINGHAM AVE.	S. HAMPTON RD.	HARRIS DR.
HUDSON ST.	S. HAMPTON RD.	HARRIS DR.
FERENZ AVE.	HUDSON ST.	HARRIS DR.
OWENS DR.	S. HAMPTON RD.	EDSON AVE.
PORTER AVE.	OWENS DR.	OWENS DR.
BALDWIN AVE.	OWENS DR.	DANIELS DR.
DANIELS DR.	OWENS DR.	S. HAMPTON RD.
EDSON DR.	DANIELS DR.	S. END

Recommendation:

Staff recommends approval of the cooperative purchasing agreement.

Financial Information:

The total estimated cost of the contract is \$188,925.00 Funds were approved in the FY 24-25 budget for the project.

Attachments:

1. HA-5 Cooperative Purchasing Agreement
2. Andale Construction HA-5 Summary



January 3, 2025

Andale Construction Inc.
3170 N Ohio St
Wichita, KS 67219

Re: Contract #24-004 High Density Mineral Bond Seal

To whom it may concern,

The City of Hurst Purchasing Department extends this invitation to renew the above mentioned contract for an additional one (1) year period. Please mark the appropriate response below and complete the vendor authorization. All prices must remain firm for the renewal period March 26, 2025 through March 25th, 2026.

- Yes, we will accept the offer to extend the same contract pricing for the new renewal period
- Yes, we will accept the offer to extend the contract through the new renewal period, but with the attached price changes. City staff will review submitted price changes and will decide whether or not to accept these changes or allow the contract to expire.
- No, we will NOT accept the offer to extend the contract.

Please email response to purchasing@hursttx.gov .

Vendor Authorization:

Peter J. Molitor
Printed Name
President
Title

Peter J. Molitor
Signature & Date 01/03/2025

Department Authorization:

Steve Carter
Printed Name
Streets Director
Title

Steve Carter 1/28/25
Signature & Date

Purchasing Authorization:

Jerry Lewandowski
Printed Name
Director of Purchasing
Title

Jerry Lewandowski 1/30/25
Signature & Date



HIGH DENSITY MINERAL BOND



Crowley, TX Partner in Pavement Preservation
Total Project size: 49,770 sy
Proposal for HDMB Project

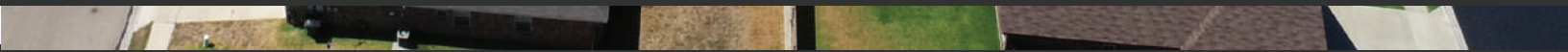
Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond. **Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.** Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments:

The biggest items to focus on for preservation treatment are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to stop the infiltration of water and slowed down the overall oxidation process compared to other premium seal coats.



ANDALE
CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdan, TX
Phone: (505) 716-6851



HIGH DENSITY MINERAL BOND

INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability. We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level



Founded in 1972

IS Networld™ contractor

Six-time Golden National Award Winner

Over 1500 Successful projects completed

Phone: (505) 716-6851

Website: andaleconstruction.com

INTRODUCTION

Integrated Pavement Solutions (IPS) produces HA5, one of the leading pavement preservation treatments for residential roadways. HA5 meets the rigid demands for High Density Mineral Bond installations for extending pavement life. This category in pavement management was established by agency engineers after evaluating the performance of installations over a 10 year period. Today HA5 has a track record of performance spanning 18 years.



Creator of HA5 High Density Mineral Bond

HA5 is now protecting over

600 million square feet of

roadways across **25 states**

The choice of over **200** public agencies and hundreds of private communities

For more information visit:
www.HA5info.com/blog

Treatment Report HA5

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration.**

A report from the engineering firm Rosenberg & Associates, assessing a side by side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4 year period**.

Core Sample Comparison (Cores taken from Mohave Desert region)



Slurry

Date Pavement Installed:
1999

Preservation:
Type II Slurry
Installed in 2007
(Cobblestone Drive)

Chip Seal

Date Pavement Installed:
1999

Preservation:
Chip Seal
Installed in 2008
(Boulder Springs Drive)

HA5

Date Pavement Installed:
1995

Preservation:
HA5 (High Density Mineral Bond)
Installed twice
beginning in 2002
(West Springs Drive)

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.



ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
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 www.andaleconstruction.com

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 193 Welco Ln. Jourdan, TX 78026
 Phone (505) 716-6851

PROPOSAL		Date:	6/23/2025	Estimate:	1
Partner in Pavement Preservation		Project Description		Project Location	
		High Density Mineral Bond - HA5 Installation		Crowley, TX	
P.O. Number	Terms	Advisor	Region	State License #	
	Due upon completion	Anthony Capul	Texas		
Description			Quantity	U/M	Rate
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).			49,770	SY	\$ 4.10
Traffic Control				LS	
Mobilization			1	LS	
Citizen Notification				LS	
PPE & Safety Equipment			1	LS	
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.					
TAX					
Total:					\$204,057.00

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits.
 Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) AUTO: \$1m UMBRELLA: \$2m (inc.), \$2m (agg.) PERSONAL INJ: \$1m WORKERS COMP: \$1m **GUARANTEE:** Five year guarantee on workmanship and product liability.

Signature: _____ Print: _____ Date: _____ Andale Construction Inc. _____



HIGH DENSITY MINERAL BOND

Proactive HOAs by the thousands have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond.

- » *Smooth, Impermeable Surface*
- » *High Home Owner Acceptance*
- » *Unmatched Durability*

Prominent communities across the country who have transitioned to a longer lasting and more cost effective high density mineral bond installation include:



HOAs in particular are trending away from the use of slurry and seal coats due to the much higher return on investment and longer lasting performance of HA5 (categorized as High Density Mineral Bond). HA5 enables communities to lower the life-cycle costs of pavement assets and reduce the amount of road closures.

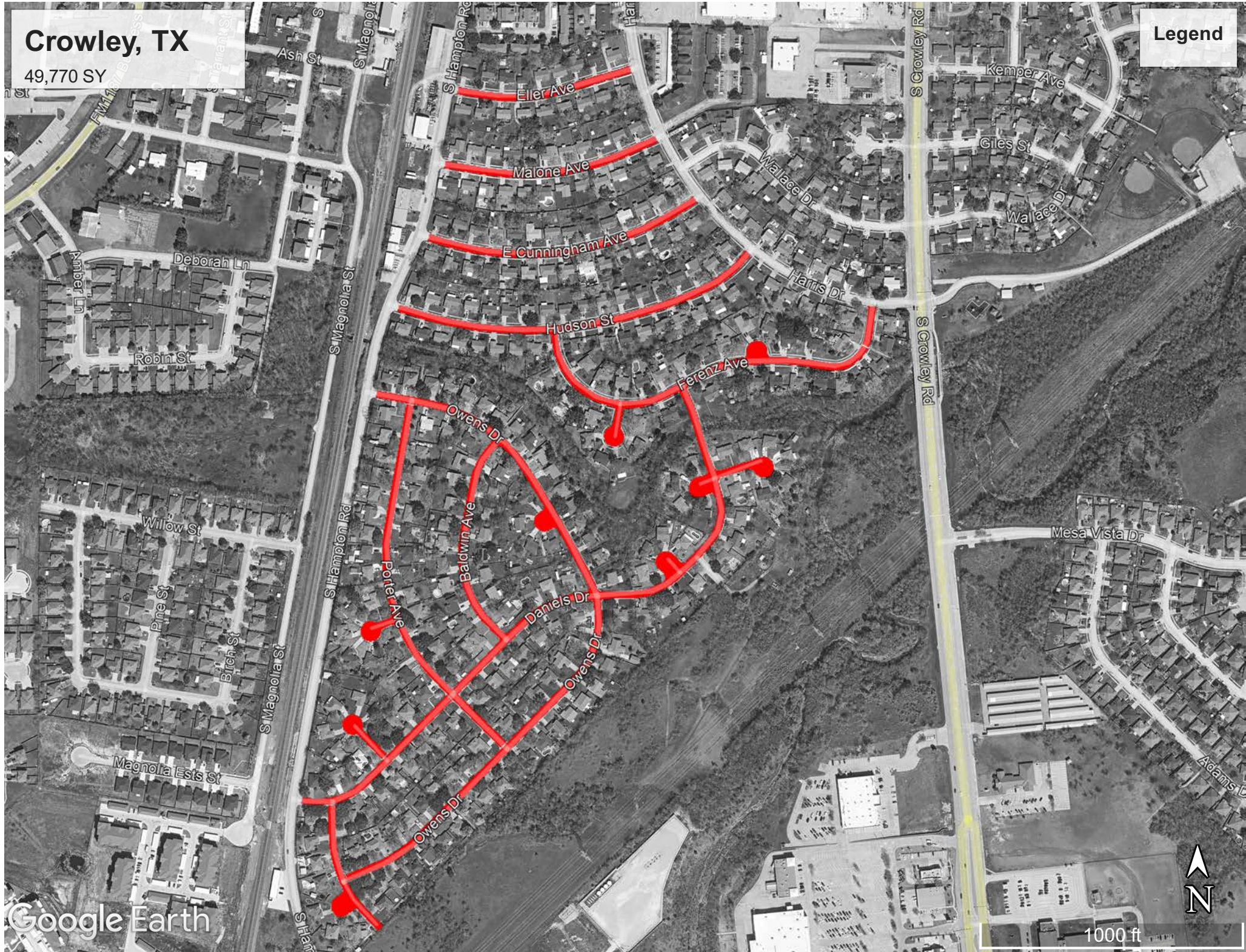
- » *Lower & more predictable costs*
- » *Extends pavement life*
- » *Improved aesthetics and property values*
- » *No loose or grainy residue*
- » *Fewer premature failures*

For more information visit:
www.HA5info.com/blog

Crowley, TX

49,770 SY

Legend





City of Crowley, Texas City Council Agenda Report

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

Background:

City Council reviewed a proposal from Next Level Events, LLC to host a ticketed BBQ festival and sanctioned a cook-off at Crowley Crossing in November. Following Council's direction, staff have prepared a Chapter 380 Economic Development Agreement outlining a formal partnership.

Under the proposed agreement:

- Next Level will organize, promote, and manage the BBQ festival, including all associated costs, except for specified City-supported items.
- The City agrees to provide up to **\$17,500** in reimbursable support for event infrastructure (restrooms, fencing, A/V, light towers, dumpsters, marketing). These funds must be repaid by Next Level within **30 days after** the event.
- The City and/or EDC will also contribute up to **\$6,000** toward staffing costs to oversee city facilities and resources during the event. This portion is **not reimbursable** by Next Level.
- The agreement allows the use of the Plaza at 201 E. Main Street and specifies parking logistics, clean-up obligations, and indemnity provisions.

Recommendation:

Staff respectfully recommends approval.

Financial Information:

City agrees to cover eligible event-related costs not to exceed \$17,500. The City will make payments as requested by Next Level to support event planning and operations, with the understanding that Next Level will reimburse the City for these expenses within 30 days following the conclusion of the event. Additionally, the City and/or Economic Development Corporation (EDC) will fund up to \$6,000 in staffing costs to provide oversight of City facilities and resources during the event. Next Level will not be required to reimburse these staffing costs.

Should additional personnel be required beyond this amount, Next Level will be responsible for securing and covering those costs.

Attachments:

1. 380 Next Level Festival

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement (“Agreement”) is entered into this 1st 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

EXHIBIT A

PLAZA DESCRIPTION AND PARKING AREAS

