



Economic Development
Corporation (EDC) Board of
Directors

Regular Session

January 18, 2024
6:00 P.M.

CITY OF CROWLEY
Economic Development Corporation
Board of Directors
January 18, 2024

Economic Development Corporation Board

- Member Jesse Johnson (Pres) _____
- Member Jerry Beck (VP) _____
- Member Billy Davis _____
- Member Johnny Shotwell _____
- Member Tina Pace _____
- Member Carl Weber III _____
- Member Mike Winterbanks _____

EDC Officers

- Executive Director Robert Loftin _____
- Treasurer Lori Watson _____
- Secretary Carol Konhauser _____



**AGENDA
CROWLEY ECONOMIC
DEVELOPMENT CORPORATION
JANUARY 18, 2024
REGULAR SESSION - 6:00 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76028**

Citizens may address the board members 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 CALLED MEETING – January 18, 2024 - 6:00 P.M.

I. CALL TO ORDER OF THE EDC / ROLL CALL

II. EDC BUSINESS

1. Discuss and consider approving the minutes from the EDC meeting held on September 21, 2023.
2. Discuss and consider an Interlocal Agreement regarding Crowley Crossing Plaza project restrooms and Trellis.

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)**
4. **Section 551.087 (Business Prospect/Economic Development)**
Discuss an Economic Development Incentive Agreement for 326 E Main Properties

IV. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

V. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the Economic Development Corporation to be held on Jan 18, 2024, meeting of the governing body of City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

Carol C. Konhauser, City Secretary

THE EDC AND CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:
 1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
 2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
 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, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****



**Economic Development Corporation
Board of Directors
Agenda Report**

PRESENTER: Carol C. Konhauser City Secretary				MEETING DATE: January 18, 2024			
DEPARTMENT: Administration				AGENDA ITEM: II-1			
SUBJECT: Discuss and consider approving the minutes from the EDC meetings held on September 21, 2023.							
COORDINATION:	Finance		City Sec	cek	Comm Dev		PW
	Dept Director		HR		Comm Services		EDC:
	City Attorney		PD		FD		Admin:

BACKGROUND:

Consider approval of minutes as presented.

RECOMMENDATION:

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

FINANCIAL INFORMATION:

None

ATTACHMENTS:

- Minutes

**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
HELD Thursday, September 21, 2023.**

The Economic Development Corporation Board of Directors met on Thursday, September 21, 2023, at 6:00p.m. in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

CALL TO ORDER/ ROLL CALL

President Jesse Johnson called the Session to order for the Economic Development Corporation at 6:00p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

Present were President Jesse Johnson
 Member Jerry Beck
 Member Matt Foster
 Member Johnny Shotwell
 Member Jim "Mac" McDonald

Absent: Member Billy P. Davis
 Member Tina Pace

PUBLIC HEARING

- 1. (a) Hold a Public Hearing on the proposed Crowley Economic Development 4B FY2023-2024 Operating Budget and (b) discuss and consider adopting the Crowley Economic Development 4B FY2023-2024 Operating Budget**

President Jesse Johnson opened the public hearing at 6:01 pm for anyone to speak either in favor of or in opposition. When nobody came forward, he closed the public hearing at 6:02 pm.

Member Matt Foster made the motion to approve the FY 2023-2024 budget for the Crowley Economic Development 4B Corporation, second by Member Jerry Beck, the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 5-0.

EDC BUSINESS

- 1. Discuss and consider approving the minutes from the EDC meeting held on September 7, 2023.**

Member Matt Foster made the motion to approve the minutes as presented, second by Member Jim McDonald, the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 5-0

As there was no further business, President Jesse Johnson adjourned the meeting at 6:04 p.m.

ATTEST:

Jesse Johnson
President EDC Board of Directors

Carol C. Konhauser
EDC Secretary



**Economic Development Corporation
Board of Directors
Agenda Report**

PRESENTER: Lori Watson				MEETING DATE: January 18, 2024			
DEPARTMENT: Treasurer				AGENDA ITEM: II-2			
SUBJECT: Discuss and consider an Interlocal Agreement regarding Crowley Crossing Plaza project restrooms and Trellis.							
COORDINATION:	Finance		City Sec		Comm Dev		PW
	Dept Director		HR		Comm Services		Other:
	City Attorney		PD		FD		Other:

BACKGROUND:

The design of the plaza did not include the design or construction of public restrooms. There is water and sewer inside the previous fire bay. Staff has included the design of these restrooms in the city hall expansion project. The EDC board previously approved the design cost from Magee Architects. CMAR bid proposals were received, and Johnson Construction Services was recommended as the low bid. In addition, a trellis was designed to blend the outside of the building with the plaza area. This agreement allows the city to pay for construction services and be reimbursed for the restroom and trellis costs at the end of the project.

RECOMMENDATION:

Staff respectfully recommends approval of the Interlocal Agreement.

FISCAL INFORMATION:

The estimated cost of the restrooms and trellis is \$708,220.

ATTACHMENTS:

- Interlocal Agreement between the EDC and the City of Crowley
- Exhibit “A” Contract “B” Guaranteed Maximum Price Agreement

**INTERLOCAL AGREEMENT REGARDING
PLAZA PROJECT RESTROOMS**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Agreement is made and entered into on this 18th day of January, 2024, by and between the City of Crowley, Texas, (“City”), and the Crowley Economic Development Corporation (“EDC”).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the redevelopment of downtown Crowley has been a top priority of the City and the EDC, including the addition of a large plaza and park area providing additional gathering spaces in the downtown corridor (the “Plaza Project”); and

WHEREAS, the design of the Plaza Project has been completed, and construction of the Plaza Project is almost complete; and

WHEREAS, the existing City fire station adjacent to the Plaza Project is being remodeled, and will include public restroom facilities accessible by users of the Plaza (the “Restrooms”) and an exterior Trellis addition (“Trellis”); and

WHEREAS, the design and construction of the public Restrooms and Trellis for the Plaza Project constitute a permissible project and expenditure of the EDC; and

WHEREAS, the EDC has agreed to reimburse the City the cost of the design and construction of the Restrooms and Trellis, upon completion of construction; and

WHEREAS, the EDC and City desire to document herein their agreement regarding the reimbursement of the cost of the Restrooms and Trellis for the Plaza Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. REIMBURSEMENT AGREEMENT

The EDC agrees to reimburse the City the cost of the design and construction of the Restrooms and Trellis for the Plaza Project. Such reimbursement to the City shall be made upon completion of construction and acceptance by the City of the Restroom facilities and Trellis.

II. MISCELLANEOUS PROVISIONS

1. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.
2. This Agreement shall terminate automatically upon reimbursement by the EDC to the City of all amounts owing under this Agreement.
3. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
4. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
5. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the EDC waives any immunity or defense that would otherwise be available to it against claims by third parties.
6. By execution of this Agreement, each party represents to the other that:
 - a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
 - b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;
 - c. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
 - d. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this date, the 18th day of January, 2024.

CITY OF CROWLEY, TEXAS

**CROWLEY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Mayor

By: _____
EDC Executive Director

Attest:

Attest:

City Secretary

Board Secretary

EXHIBIT "A"

CONTRACT "B"

AIA Document A133 2019

Guaranteed Maximum Price Agreement

DRAFT AIA® Document A133® - 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «27th » day of «December » in the year «2023 », is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «27th » day of «December » in the year «2023 » (the “Agreement”)
(In words, indicate day, month, and year.)

for the following PROJECT:
(Name and address or location)

«Contract “B” »
«788 S.F. restroom addition and 1,566 S.F. exterior trellis addition
Crowley City Hall Remodel
201 East Main Street
Crowley, Texas »

THE OWNER:
(Name, legal status, and address)

«City of Crowley »
«201 East Main Street »
«Crowley, Texas »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Johnson Construction Services »
«1524 County Road 810 »
«Alvarado, Texas 76009 »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

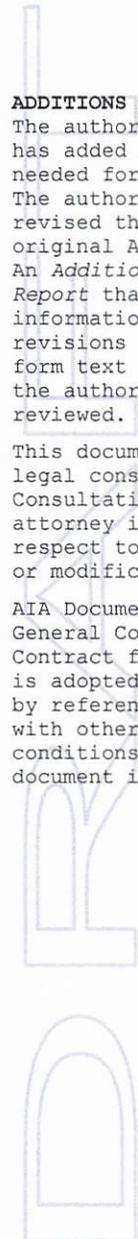
Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «seven hundred eight thousand, two hundred nineteen dollars and fifty two cents » (\$ «708,219.52 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

«Contract "B", Crowley City Hall Remodel, budget breakdown, office remodel, see Exhibit "J" »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 **Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[«N/A»] The date of execution of this Amendment.

[« »] Established as follows: The commencement of work shall be January 3, 2024 as hereby established and the work shall be substantially complete 170 calendar days later on June 20, 2024
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work: (Check one of the following boxes and complete the necessary information.)

[« »] Not later than «One Hundred Seventy » («170 ») calendar days from the date of commencement of the Work.

[«N/A »] By the following date: «N/A »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following: See Article 15 – Scope of the agreement

§ A.3.1.1 The following Supplementary and other Conditions of the Contract: See Article 15 – scope of the agreement

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications: (Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« See Article 15 – Scope of the agreement »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings: (Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« See Article 15 – Scope of the agreement »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any: (If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A	N/A	N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	N/A

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«N/A »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«See Article 15 – scope of the work »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

«N/A »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Robert Loftin »
«EDC Director » or his Designee
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Paul Johnson »
«Chief Operation Officer »
(Printed name and title)

CITY OF CROWLEY
CERTIFIED AGENDA OF EXECUTIVE/CLOSED SESSION
ECONOMIC DEVELOPMENT BOARD OF DIRECTORS
January 18, 2024

I. Statement of Beginning Executive/Closed Session

President of the Board of Directors of the EDC announced at the beginning of the executive/closed session:

“The EDC Board of Directors on January 18, 2024, 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:

Member Jesse Johnson (EDC President)

Member Jerry Beck (EDC Board Member)

Member Johnny Shotwell (EDC Member)

Member Mike Winterbanks (EDC Board Member)

Member Billy Davis (EDC Board Member)

Member Tina Pace (EDC Board Member)

Member Carl Weber III (EDC Board Member)

City Manager Robert Loftin (EDC Exec Director)

EDC Treasurer Lori Watson

City Attorney Rob Allibon

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:

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071 –***
- B. Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072-***
- C. Personnel Matters (the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of Public Officers or Employees) Pursuant to Section 551.074***
- D. Deliberation Regarding Economic Development Negotiations Pursuant to Section 551.087 - [Discuss an Economic Development Incentive Agreement for 326 E Main Properties](#)***

IV. Statement at End of Executive/Closed Session

President of the Board of Directors announced at the end of the executive/closed session:

“The EDC Board of Directors ended its executive/closed session at _____ p.m., on January 18, 2024”

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 the closed session of the EDC Board of Directors 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 _____ 2024.

CITY OF CROWLEY

EDC Board of Directors President