



CITY COUNCIL AGENDA

Monday, December 04, 2023 at 6:00 PM

City Hall – Council Chambers, 200 North Fifth, Crockett, TX 75835

Dr. Ianthia Fisher, Mayor

Dennis Ivey, Council Member
Darrell Jones, Council Member
Ernest Jackson, Council Member
Marquita Beasley, Council Member
Mike Marsh, Mayor Pro Tem

John Angerstein, City Administrator
Mitzi Stefka, City Secretary
William Pemberton, City Attorney
Clayton Smith, Police Chief
Jason Frizzell, Fire Chief

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, DECEMBER 4, 2023 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

OPEN MEETING WITH INVOCATION AND PLEDGE

RECOGNITION OF VISITORS

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personal matters or matters under litigation will be allowed. The length of time may not exceed three (3) minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

EXECUTIVE SESSION

1. TEXAS GOV. CODE 551.071: CONSULTATION WITH ATTORNEY ON CITY'S PRECINCT REDISTRICTING OBLIGATIONS

RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON EXECUTIVE ITEMS

APPROVAL OF MINUTES

2. REGULAR SESSION: NOVEMBER 6, 2023

REPORTS

3. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR OCTOBER 2023
4. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR OCTOBER 2023
5. CITY ADMINISTRATOR'S REPORT

BUSINESS

6. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS; AMENDING SECTION 5-1 OF THE CROCKETT CODE; AMENDING SECTION 5-19 OF THE CROCKETT CODE; AMENDING SECTION 5-199 OF THE CROCKETT CODE; AMENDING SECTION 5-304 OF THE CROCKETT CODE; AMENDING SECTION 5-393 OF THE CROCKETT CODE; AMENDING SECTION 5-501 OF THE CROCKETT CODE; AMENDING SECTION 5-530 OF THE CROCKETT CODE; ADDING SECTION 5-600 TO THE CROCKETT CODE; CONSOLIDATING PROVISIONS RELATING TO PERMIT FEES; INCREASING FEES FOR MECHANICAL PERMITS; INCREASING BUILDING PERMIT FEES; INCREASING FEES FOR ELECTRICAL PERMITS; INCREASING PLUMBING PERMIT FEES; INCREASING FEES FOR PERMITS REQUIRED BY THE GAS CODE; PROVIDING BUILDING MOVING FEES; PROVIDING FENCING PERMIT FEES; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

7. CONSIDER AND APPROVE AWARDED BID FOR BUILDING INSPECTIONS AND PLAN REVIEW SERVICES TO AOKA CODE CONSULTING AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
8. CONSIDER AND APPROVE AWARDED BID FOR EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES TO BRINSON BENEFITS AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
9. CONSIDER AND APPROVE NOMINATION AND APPOINTMENT OF EMERGENCY MANAGEMENT COORDINATOR
10. CONSIDER AND APPROVE SUBMITTING THE INTENT TO APPLY FOR FUNDING FROM THE DRINKING WATER STATE REVOLVING FUND (DWSRF) IN THE AMOUNT OF \$4,095,000.00 AND ISSUE SOLICITATIONS TO PROCURE SERVICES OF A FINANCIAL ADVISOR, BOND COUNSEL, AND AN ENGINEERING FIRM
11. CONSIDER AND APPROVE SUBMITTING THE INTENT TO APPLY FOR FUNDING FROM THE CLEAN WATER STATE REVOLVING FUND (CWSRF) IN THE AMOUNT OF \$11,540,000.00 AND ISSUE SOLICITATIONS TO PROCURE SERVICES OF A FINANCIAL ADVISOR, BOND COUNSEL, AND AN ENGINEERING FIRM
12. CONSIDER AND APPROVE AWARD OF BID FOR DUMP TRUCK
13. CONSIDER AND APPROVE A RESOLUTION APPROVING THE MASTER AGREEMENT DATED DECEMBER 4, 2023 BETWEEN THE STATE OF TEXAS AND THE CITY OF CROCKETT FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF CROCKETT AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT
14. CONSIDER AND APPROVE APPLYING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM 2023-2024 TXCDBG STREET CONSTRUCTION PROJECT NO. CDV21-0080 TO MLK STREET IMPROVEMENTS AND THEN TO USE PROCEEDS FROM THE STATE INFRASTRUCTURE BANK LOAN AGREEMENT (SIB# 2022-008-01) TO COMPLETE MLK STREET IMPROVEMENTS AND THE REMAINING ROADWAY IMPROVEMENTS SPECIFIED IN THE STATE INFRASTRUCTURE BANK LOAN AGREEMENT
15. CONSIDER AND APPROVE PAYMENT OF INVOICES FROM CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Crockett will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Mitzi Stefka, City Secretary, at 936-544-5156.

CERTIFICATION

I certify that a copy of the December 4, 2023 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on November 30, 2023 at 5:30 PM.

Mitzi Stefka, City Secretary

I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the ____ day of _____, 2023. _____ Title _____

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 6th DAY OF NOVEMBER 2023 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, DENNIS IVEY, ERNEST JACKSON & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA AND POLICE CHIEF CLAYTON SMITH. DARRELL JONES AND MARQUITA BEASLEY WERE ABSENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the formal session open; council member Jackson gave the invocation, and all joined in the pledge.

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present.

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personnel matters or matters under litigation will be allowed. The length of time may not exceed three minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

- There were no public comments.

APPROVAL OF MINUTES

1. REGULAR SESSION: OCTOBER 16, 2023 & SPECIAL SESSION: OCTOBER 23, 2023

Council member Jackson made a motion to approve the minutes of the October 6, 2023 Regular Session and October 23, 2023 Special Session. Council member Ivey seconded the motion. Motion passes 3-0.

BUSINESS

2. CITY ADMINISTRATOR UPDATE ON STATUS OF CHARTER REVISION

Mr. Angerstein explained that the previous charter consultant had recused himself from the project due to a difference in opinion regarding the hierarchy of our council-manager structure with regard to the Police and Fire Chief reporting to the Mayor and City Council instead of the City Administrator. As a result, the charter revision project would be placed on hold temporarily while the city searches for a new consultant to assist with the process. As soon as another consultant is found, the project will move forward as prescribed by the council.

3. CONSIDER AND APPROVE A RESOLUTION TO CAST VOTES FOR THE BOARD OF DIRECTORS FOR HOUSTON COUNTY APPRAISAL DISTRICT

Mayor Pro Tem Marsh made a motion to cast 213 votes for Kathi Calvert and 213 votes for Red Kitchen for the Board of Directors for Houston County Appraisal District. Council member Ivey seconded the motion. Motion passes 3-0.

4. CONSIDER AND APPROVE NOMINATION AND APPOINTMENT OF EMERGENCY MANAGEMENT COORDINATOR

Mayor Pro Tem Marsh made a motion to table the item until the next council meeting. Council member Ivey seconded the motion. Motion passes 3-0.

5. DISCUSSION OF POLICE DEPARTMENT FLEET AND FINANCING OPTIONS

Police Chief Smith explained that the police department was in need of new patrol vehicles due to the age and lack of reliability of the current fleet. After a brief discussion, Mayor Pro Tem Marsh made a motion to authorize the City Administrator to research possible financing options for the purchase that would allow the city to acquire the vehicles without the need to increase the tax rate and present them to council at the next council meeting. Council member Jackson seconded the motion. Motion passes 3-0.

6. CONSIDER AND APPROVE REMOVING PAID ADMINISTRATIVE LEAVE STATUS OF CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION'S ADMINISTRATIVE ASSISTANT

Mayor Pro Tem Marsh made a motion to table this item until the criminal investigation is complete. Council member Jackson seconded the motion. Motion passes 3-0.

7. CONSIDER AND APPROVE PAYMENT OF INVOICES FROM CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Council member Ivey made a motion to approve the payment of invoices from Crockett Economic and Industrial Development Corporation. Council member Jackson seconded the motion. Motion passes 3-0.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 6:51 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary



City of Crockett
POLICE DEPARTMENT

COURTESY
PROTECTION
DEDICATION

Item 3.

CROCKETT, TEXAS 75835

936-544-2021 * 200 NORTH FIFTH STREET

CHIEF OF POLICE
Clayton Smith

Mayor
Dr. Ianthia Flsher

October 2023

Manpower: 16

Manpower Hours: 2792

Calls: 427

Accidents: 8

Arrests: 43

Traffic: 295

Reports: 74

Alarm Calls: 25

False Alarms: 19

No Fault Alarms: 6

Assault: 6

Burglary: 4

Criminal Mischief: 5

Criminal Trespass: 4

Disorderly Conduct: 1

Driving While Intoxicated: 2

Forgery: 0

Possession of Controlled Substance: 3

Possession of Drug Paraphernalia: 5

Possession of Marijuana: 4

Public Intoxication: 4

Resisting Arrest: 1

Theft: 5

Unlawful Possession of Firearm: 0

Unauthorized use of Motor Vehicle: 0

Miscellaneous Offenses: 50

Comments: REPORTING PERIOD: OCTOBER 1-31, 2023 MISCELLANEOUS OFFENSES INCLUDES 24 WARRANT SERVICES.

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
CITY CALLS	29	35	30	42	27	30	27	54	21	24	0	0	319	0
STRUCTURE FIRES:	0	1	0	1	1	0	0	3	1	0	0	0	7	0
Business	0	0	0	0	1	1	0	3	0	0	0	0	5	0
Residential	0	1	0	1	0	0	3	0	1	0	0	0	6	0
VEHICLE FIRES	0	1	1	1	2	1	0	1	0	0	0	0	7	0
GRASS / WOODS FIRES	0	0	0	0	0	1	3	4	1	0	0	0	9	0
REFUSE / TRASH FIRE	2	0	1	0	0	1	0	1	1	0	0	0	6	0
VEHICLE ACCIDENT	9	4	6	3	5	6	4	10	4	4	0	0	55	0
VEHICLE ACCIDENT w/RESCUE	0	1	0	1	0	0	1	0	0	0	0	0	3	0
TECHNICAL RESCUE	0	0	3	3	0	0	0	1	0	0	0	0	7	0
													0	
POWERLINE EMERGENCIES	5	2	1	7	3	5	2	9	6	1	0	0	41	0
TREES DOWN	2	0	1	4	0	0	0	0	0	1	0	0	8	0
NATURAL/LPG GAS LEAK	0	3	4	1	2	0	1	3	0	2	0	0	16	0
HAZ-MAT SPILL / LEAK	0	0	1	0	0	0	0	1	0	1	0	0	19	0
CARBON MONOXIDE ALARM	1	1	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	3	5	1	0	5	4	3	12	2	4	0	0	39	0
EMS LIFT ASSIST	2	6	5	11	2	0	0	0	2	2	0	0	30	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM BUSINESS	3	4	2	5	2	4	1	7	2	6	0	0	36	0
FALSE ALARM RESIDENTIAL	0	3	2	2	3	2	2	0	0	1	0	0	15	0
TERRORISTIC/BOMB THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	1	4	2	1	2	3	6	2	2	2	0	0	25	0
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRAFFIC CONTROL	0	0	0	2	0	0	0	0	0	0	0	0	2	0
AGENCY ASSIST	1	0	0	0	0	2	1	0	0	0	0	0	4	0
ARSON ARREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
COUNTY CALLS	16	10	23	10	7	14	12	25	18	24	0	0	159	0
STRUCTURE FIRES:	1	1	3	0	0	0	0	0	0	1	0	0	6	0
Business	1	0	0	0	0	0	0	0	0	0	0	0	1	0
Residential	0	1	3	0	0	0	0	1	0	1	0	0	6	0
VEHICLE FIRES	1	2	1	0	1	0	1	3	1	0	0	0	10	0
GRASS / WOODS FIRES	2	1	6	0	0	1	2	14	9	4	0	0	39	0
REFUSE / TRASH FIRE	1	1	0	0	0	0	0	0	1	0	0	0	3	0
VEHICLE ACCIDENT	9	2	6	7	5	5	6	2	2	13	0	0	57	0
VEHICLE ACCIDENT w/Extrication	0	0	1	1	0	0	0	0	0	1	0	0	3	0
TECHNICAL RESCUE	0	0	0	0	0	1	0	0	0	0	0	0	1	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HAZ-MAT SPILL / LEAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
POWERLINE EMERGENCIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TREES DOWN	0	0	2	1	0	4	0	0	1	0	0	0	8	0
NATURAL/LPG GAS LEAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
														0
OIL/GAS WELL FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CARBON MONOXIDE ALARM	1	0	0	0	0	0	0	1	0	0	0	0	2	0
EMS FIRST RESPONDER	0	0	1	0	0	3	0	2	0	1	0	0	7	0
EMS LIFT ASSIST	1	2	3	0	0	0	0	0	0	0	0	0	6	0
FALSE ALARM BUSINESS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM RESIDENTIAL	0	0	0	0	0	0	0	0	0	1	0	0	1	0
													0	0
TERRORISTIC THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	0	0	0	0	1	0	3	2	4	2	0	0	12	0
TRAFFIC CONTROL	0	0	0	1	0	0	0	0	0	1	0	0	2	0
CONTROL BURN	0	1	0	0	0	0	0	0	0	0	0	0	1	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

Item 4.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
2023														
TOTAL CALLS	45	45	53	52	34	44	39	79	39	48	0	0	478	0
ACTIVE MEMBERS (PAID / VOL.)	18	18	18	18	17	17	17	17	17	17	0	0	0	0
PAYROLL	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$0	\$0	\$0	0
VOLUNTEER MAN HOURS	340	320	350	368	315	325	310	435	320	330	0	0	0	0
COST PER MAN HOUR	\$15.00	\$15.93	\$14.57	\$13.85	\$16.20	\$15.69	\$16.45	\$11.72	\$15.94	\$15.45	0	\$0.00	\$0.00	0
FIREFIGHTER INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIREFIGHTER FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN INJURIES	0	0	3	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN FATALITIES	0	2	0	0	0	0	0	0	0	0	0	0	0	0
MUTUAL AID GIVEN	1	2	2	2	2	2	3	11	4	5	0	0	0	0
MUTUAL AID RECEIVED	1	1	0	0	0	0	2	7	2	2	0	0	0	0
OUT OF COUNTY CALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS; AMENDING SECTION 5-1 OF THE CROCKETT CODE; AMENDING SECTION 5-19 OF THE CROCKETT CODE; AMENDING SECTION 5-199 OF THE CROCKETT CODE; , AMENDING SECTION 5-304 OF THE CROCKETT CODE; AMENDING SECTION 5-393 OF THE CROCKETT CODE; AMENDING SECTION 5-501 OF THE CROCKETT CODE; AMENDING SECTION 5-530 OF THE CROCKETT CODE; ADDING SECTION 5-600 TO THE CROCKETT CODE; CONSOLIDATING PROVISIONS RELATING TO PERMIT FEES; INCREASING FEES FOR MECHANICAL PERMITS; INCREASING BUILDING PERMIT FEES; INCREASING FEES FOR ELECTRICAL PERMITS; INCREASING PLUMBING PERMIT FEES; INCREASING FEES FOR PERMITS REQUIRED BY THE GAS CODE; PROVIDING BUILDING MOVING FEES; PROVIDING FENCING PERMIT FEES; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF CROCKETT, TEXAS HEREBY ORDAINS:

SECTION I:

Section 5-1 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 5-1. Mechanical Code Adopted.

A. The International Mechanical Code, as now written and hereinafter amended, is hereby adopted by the City of Crockett, Texas, and the provisions thereof are incorporated herein as fully as if set out at length herein. The provisions thereof shall be controlling within the City for all matters set forth therein. At least three (3) copies of the current version of the International Mechanical Code are now filed in the office of the City Secretary, and as the International Mechanical Code is, from time to time, amended, at least three (3) copies of the International Mechanical Code and amendments shall be and remain filed in the office of the City Secretary.

B. No person may commence work covered by the International Mechanical Code without first obtaining a permit from the Code Enforcement Officer. The fee for mechanical permits will be as specified in Section 5-600 of the Crockett Code.

C. If work is started prior to obtaining a mechanical permit, the fees specified in Section 5-600 shall be doubled. Payment of the fee shall not relieve any person from fully complying with the requirements of the Crockett Code in the execution of the work or from any other penalties prescribed in the Crockett Code.

SECTION II:

Section 5-19 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 5-19. Permit.

A. No person may commence work constructing, remodeling or building an addition to a residential or commercial structure without first obtaining a permit from the Code Enforcement Officer.

B. If work is started prior to obtaining permits required by Sections 5-16 and 5-16.1, the fees specified in Section 5-600 shall be doubled. Payment of the fee shall not relieve any person from fully complying with the requirements of the Crockett Code in the execution of the work or from any other penalties prescribed in the Crockett Code.

SECTION III:

Section 5-199 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 5-199. Permit

A. No person may commence electrical work without first obtaining a permit from the Code Enforcement Officer.

B. If work is started prior to obtaining the required permit, the fees specified in Section 5-600 shall be doubled. Payment of the fee shall not relieve any person from fully complying with the requirements of the Crockett Code in the execution of the work or from any other penalties prescribed in the Crockett Code.

SECTION IV:

Section 5-304 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 5-304. Permit

A. No person may commence plumbing work without first obtaining a permit from the Code Enforcement Officer.

B. If work is started prior to obtaining the required permit, the fees specified in Section 5-600 shall be doubled. Payment of the fee shall not relieve any person from fully complying with the requirements of the Crockett Code in the execution of the work or from any other penalties prescribed in the Crockett Code.

SECTION V.

Section 5-393 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 5-393. Permit.

A. No person may commence work covered by the Gas Code without first obtaining a permit from the Code Enforcement Officer.

B. If work is started prior to obtaining the required permit, the fees specified in Section 5-600 shall be doubled. Payment of the fee shall not relieve any person from fully complying with the requirements of the Crockett Code in the execution of the work or from any other penalties prescribed in the Crockett Code.

SECTION VI.

Section 5-501 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 5-501. Building Moving Permits.

A. No person may move a house or other building on, along or across any street in the City without first obtaining a permit from the Code Enforcement Officer.

B. If work is started prior to obtaining the required permit, the fees specified in Section 5-600 shall be doubled. Payment of the fee shall not relieve any person from fully complying with the requirements of the Crockett Code in the execution of the work or from any other penalties prescribed in the Crockett Code.

SECTION VII:

Section 5-530 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 5-530. Fencing Permits.

A. No person may construct, repair or have constructed or repaired any kind of fence on any property to which this Article applies without first obtaining a permit from the Code Enforcement Officer.

B. If work is started prior to obtaining the required permit, the fees specified in Section 5-600 shall be doubled. Payment of the fee shall not relieve any person from fully complying with the requirements of the Crockett Code in the execution of the work or from any other penalties prescribed in the Crockett Code.

SECTION VIII:

Section 5-600 of the Crockett Code is hereby added to read as follows:

Sec. 5-600. Fees.

Commercial and Multi-Family Construction Permit w/Plan Review

Valuation	Fee
\$1.00 to \$10,000.00	\$75.00
\$10,001 to \$25,000.00	\$90.00 for the first \$10,000 plus \$6.25 for each add. \$1,000.00
\$25,000.01 to \$50,000.00	\$185.00 for the first \$25,000 plus \$4.75 for each add. \$1,000.00
\$50,000.01 to \$100,000.00	\$295.00 for first \$50,000.00 plus \$3.50 for each add. \$1,000.00
\$100,001.00 to \$500,000.00	\$450.00 for first \$100,000.00 plus \$3.00 for each add. \$1,000.00
\$500,000.00 to \$1,000,000.00	\$1,500.00 for the first \$500,000.00 plus \$2.50 for each add. \$1,000.00
\$1,000,000.01 and up	\$2,500.00 for first \$1,000,000 plus \$1.34 for each add. \$1,000

Commercial and Multi-Family Construction Inspection

Valuation	Fee
\$1.00 to \$10,000.00	\$95.00
\$10,001 to \$25,000.00	\$125.00 for the first \$10,000 plus \$10.00 for each add. \$1,000.00
\$25,000.01 to \$50,000.00	\$255.00 for the first \$25,000 plus \$8.00 for each add. \$1,000.00
\$50,000.01 to \$100,000.00	\$425.00 for first \$50,000.00 plus \$5.25 for each add. \$1,000.00
\$100,001.00 to \$500,000.00	\$625.00 for first \$100,000.00 plus \$4.25 for each add. \$1,000.00
\$500,000.00 to \$1,000,000.00	\$2,000.00 for the first \$500,000.00 plus \$3.50 for each add. \$1,000.00
\$1,000,000.01 and up	\$3,500.00 for first \$1,000,000 plus \$2.25 for each add. \$1,000

Commercial and Multi-Family Single Inspection Fees

Commercial Advertising Sign	\$4.25 per sq ft
Electrical/Mechanical – Commercial Inspection	\$150.00
Plumbing – Commercial Inspection	\$150.00
Gas – Commercial Inspection	\$150.00
Fire Sprinkler – Commercial Inspection	\$150.00

Residential Permit and Inspection Fees

Permit Type	Fee
New Construction/Remodel	\$0.40 per sq ft / Minimum \$50.00
Open Structure	\$0.15 per sq ft / Minimum \$50.00
Demolition Permit	\$50.00
Certificate of Occupancy	\$150.00
Electrical – Temporary Pole	\$120.00
Electrical/Mechanical – Remodel and Additions Inspection	\$120.00
Electrical/Mechanical – Residential Inspection	\$120.00
Plumbing – Field Lines (Moving and Hook up)	\$120.00
Plumbing – Residential Inspection	\$120.00
Fire Sprinkler – Residential Inspection	\$75.00
Sprinkler System Lawn	\$75.00
Gas – Field Lines (Moving and Hook Up)	\$120.00
Gas – Residential Inspection	\$120.00
Fence Building Permit	\$50.00
Building Moving Permit	\$100.00

SECTION IX. Severability.

The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION X. Repealing Clause.

All Ordinances, or parts of Ordinances, inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION XI. Effective Date.

This Ordinance shall become effective immediately upon its passage.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Crockett, Texas, on the _____ day of November, 2023.

CITY OF CROCKETT

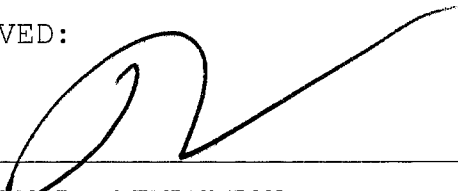
BY: _____

DR. IANTHIA FISHER, MAYOR

ATTEST:

MITZI STEFKA, CITY SECRETARY

APPROVED:



WILLIAM R. PEMBERTON,
CITY ATTORNEY



December 4, 2023

Letter of Recommendation for Bid Award

Dear Mayor and Councilmembers:

Sealed proposal packets were received with a deadline of September 26, 2023 at 12:00 P.M. for Building Inspection and Plan Review Services. Two (2) sealed bids were received.

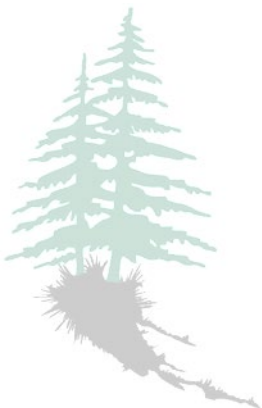
The notification and advertising process for this bid included advertisement in the Houston County Courier newspaper and on our city's website.

On September 26, 2023 at 2:00 P.M. the bids were publicly opened and documented as shown on attached bid tally sheet. From the review of the information provided in the sealed bids, the recommended bidder is Aoka Code Consulting. They are fully qualified and have excellent references from other clients. Therefore, I am recommending the city award the 12-month contract to Aoka Code Consulting.

Sincerely,

John Angerstein,

City Administrator



Legal Notice

The City of Crockett will be accepting sealed bids for Building Inspection and Plan Review Services.

The services are to be performed for the City of Crockett for a period of one calendar year from acceptance and approval of the bid.

A detailed Bid Packet may be picked up at City Hall, located at 200 N. Fifth Street, Crockett, TX 75835. It is also listed on our city website <https://crocketttexas.org/rfps/> . Use the detailed bid packet to formulate and submit your bid.

Bids must be received by 12:00 PM on Tuesday, September 26, 2023. Bid opening will be at 2:00 P.M., on Tuesday, September 26, 2023 at City Hall. All sealed bids shall be clearly labeled with: "SEALED BID: Concrete Projects"

The City of Crockett reserves the right to reject any or all bids.

Butch Calvert

Program & Grants Manager

ATTENDANCE SHEET

Sealed Bid Opening September 26, 2023 @ 2:00PM
2023 Building Inspection/Plan Review Services Bid

NAME

COMPANY REPRESENTING

SIGNATURE

BUTCH CALVERT

City

BC

John Angerstein

City

John Angerstein

Mitzi Stefka

City

Mitzi Stefka

CITY OF CROCKETT
BID TALLY SHEET

CONTRACT

Sealed Bid


Telephone Bid

Letter Bid

BID DESCRIPTION: 2023 Building Inspection / Plan Review Bid

BID OPENING DATE/TIME: September 26, 2023 at 2:00 PM

VENDOR/BIDDER	BASE BID	TOTAL BID	COMMENTS
AOKA CODE CONSULTING			SEE PROPOSAL PACKETS
BUREAU VERITAS N.A.			


Bid Opener Name and Signature



CONSULTING AGREEMENT

This AGREEMENT is made between the City of Crockett, a political subdivision of the state of Texas, herein “City” and Aoka Engineering LLC (DBA: Aoka Code Consulting), herein “Aoka”.

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** City engages Aoka to provide services as set forth in Exhibit “A” attached hereto.
2. **LICENSES:** Aoka possesses the skill and experience necessary; and all qualified personnel and licenses required to perform the services under this agreement. Aoka further agrees to comply with all applicable laws in the performance of the services hereunder.
3. **PAYMENT:** City agrees to pay Aoka for their services rendered under this Agreement an amount as set forth in Exhibit “B” attached hereto.
4. **TERMS OF PAYMENT:** Aoka will bill the City once a month. All invoices are due and payable net thirty (30) days, and interest shall accrue at the rate of one and one-half percent (1.50%) per month from the date due. Failure to pay any invoice within the time required shall constitute a material breach of this Agreement.
5. **RIGHT OF CONTROL:** City agrees that it will have no right to control or direct the details, manners, or means by which Aoka accomplishes the results of the services performed hereunder. Aoka has no obligation to work any particular hours or days or any particular number of hours or days. Aoka agrees, however, that Aoka’s other contracts or services shall not interfere with the performance of its services under this Agreement.
6. **RELATIONSHIP:** Aoka is an independent contractor and is not an employee, servant, agent, partner, or joint venture of the City. Aoka is not eligible for, and shall not participate in, any employee pension, health, or other benefit plans provided by the City.
7. **FEDERAL, STATE AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Aoka or the employees of Aoka.
8. **INSURANCE:** Aoka at its own expense shall procure and maintain the following insurance policies for the duration of the contract:
 1. **Worker’s Compensation:** Aoka currently maintains worker’s compensation and employer’s liability insurance in the amount:
 1. Each accident: \$1,000,000.00
 2. Disease each employee: \$1,000,000.00
 2. **General Liability:** Aoka currently maintains commercial general liability insurance in the amount of \$1,000,000.00 per occurrence.
 3. **Errors and Omission:** Aoka currently maintains errors and omission insurance in the amount:
 1. Per occurrence: \$1,000,000.00
 2. Aggregate: \$2,000,000.00

- 9. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Aoka shall supply, at its sole expense, all equipment tools, materials and/or supplies to accomplish the services to be provided herein.
- 10. **EFFECTIVE DATE:** This contract will run from ____ day of _____, 2023 through the termination by at least 45 days written notice by either party. Upon termination, the City shall pay Aoka for any materials, supplies, or equipment, which are in transit or under commitment.
- 11. **WAIVER:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- 12. **NON-SOLICITATION:** The City agrees in good faith that for the term of this Agreement and one year after the termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of Aoka or any former employee of Aoka who left Aoka within the six months prior to and including the date of the execution of this Agreement.
- 13. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Texas. All claims, disputes, or matter in question arising out of, or relating to, this agreement or any breach thereof, including but not limited to dispute shall be submitted to non-binding mediation before initiation of legal proceedings. City and Aoka agree to submit all disputes and claim that arise out of or that relate to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement to a non-binding mediation jointly selected by the City and Aoka prior to initiating demand for Arbitration. In the event of any such dispute or claim, the parties agree to mediate the dispute or claim within 30 days of a written notice to the City or Aoka of such a claim or dispute. The parties shall mutually agree upon the mediator, and the parties shall bear one-half of the cost of the mediation and shall bear the cost of their own attorney fees.
- 14. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

City of Crockett, Texas

Signature: _____

Date: _____

Print Name: _____

Title: _____

Aoka Engineering LLC

Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT A (Scope of Services)

Building Plan Review

Our building plan review service ensures building safety all the while helping contractors meet their construction goals. When a contractor submits a drawing of their building to us through the city, ICC professionals well versed in building safety codes will review it to ensure what is being planned to build is safe. We provide building plan review services at an industry leading **turn around time of 3-10 days**. With our expert plan review staff supported by our technology centered process, plans are reviewed accurately and timely.

All plans are eligible for electronic submission. The process is as follows:

- The city intakes the permit application with design documents.
- The project is submitted to us through the city's own system or through an easy upload to Aoka's website.
- Aoka's project manager is notified as soon as the city uploads the design documents.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents.
- The plan examiners upload their plan check report according to the direction of the city, either on the city's system or on Aoka's digital platform, which can be accessed by the city in real time.
- The project manager will review the plan check report to ensure quality.
- The city will be notified by email as soon as the plan examination and quality review is completed.
- The city will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

Building Inspection

Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.

Aoka inspectors will:

- Maintain all necessary certificates and licenses.
- Provide the City with necessary information to determine what inspections are required for a given application.
- Perform inspections under the direction of Aoka's Building Official.
- Complete inspections timely and courteously.
- Represent the City in a professional manner.
- Coordinate inspections with other City departments as necessary.
- Maintain specific records of completed inspections and inspection reports and transmit them in real time to the City.
- Assist in complaint investigations, hazardous building inspections, and assist the City in prosecuting violations.
- In addition to on-site inspections, Aoka offers an optional virtual inspection process. Virtual inspection increases efficiency and reduces costs, and we adhere to all ICC's virtual inspection guidelines.

Virtual Inspection

We have adapted to the changing landscape of building inspections by adopting virtual inspections and provide it as needed. We use a specialized software that allows the inspector to inspect the property virtually with the help of the contractor/homeowner who is on site. Taking video recordings and photos, easy communication with the contractor, taking relevant notes to include in the inspection report, geotagging to ensure the homeowner is in the right location is all possible through our virtual inspection program. We currently conduct building inspections virtually for multiple jurisdictions and are in the process of trying it with HUD projects as needed.

Aoka Inspectors will:

- Maintain all necessary certifications and licenses
- Be trained in and familiar with ICC's virtual inspection procedures and guidelines
- Have at least seven years of experience doing field inspections so that they can direct contractors virtually, very efficiently.
- Use our latest virtual inspection software to send a text to the contractor's phone at the time of the inspection. The contractor will be connected with the inspector through video and audio when they click on the link.
- Use our latest software which has geotagging to verify the contractor is in the right address. In addition, they will check the permit number, street name and house number.
- Direct contractors/homeowners to show certain things according to the requirements of the inspections.
- Ask contractors/homeowners additional questions as needed.
- Take pictures and videos of what they see for documentation
- Approve, deny or partially approve the inspection
- If the inspector feels the virtual inspection has not provided adequate information to approve or deny, they will schedule an in-person inspection.
- Create inspection reports containing the geotagged location, pictures, and comments
- Upload the report into our system which automatically shares it with the municipality and the contractor/homeowner.
- Ask the contractor to reschedule the inspection if not approved.

We encourage the consideration of our virtual inspection program for faster inspections and efficiency. It allows for inspectors from a larger area to be used, reduces driving time, increases cost savings, all while meeting ICC's life safety and inspection standards.

Public Works/ Civil Plan Review and Inspection

Aoka provides the highest-level of civil plan review and inspection services. Our staff has performed civil plan review for private subdivisions and development improvement plans for both on-site and public right-of-way improvements. Our review/inspections include, but are not limited to:

- Paving
- Lot Grading

- Retention Pond
- Drainage / Storm Sewer
- Sanitary Sewer
- Street Sign and Sidewalk
- Street Lighting
- Water Layout
- Erosion Control

Public Works Permit Service

Aoka can review residential, commercial, and industrial permit applications for public works permits – including water and sewer services, driveways, roadways, utility installation, and other work within the City’s right-of-way. Our staff can provide customer service and technical information for permit application process related questions, infrastructure requirements, and other public works issues within the City.

Stormwater Plan Review and Inspections

Aoka can provide a Qualified SWPPP Developer (QSD) for stormwater plan review. Plans will be carefully reviewed for compliance with all stormwater technical guidelines. We will review preventative maintenance plans and ensure they meet or exceed regulatory stormwater standards. Our staff has completed plan review for and inspected various treatment methodologies permitted by the C3 stormwater technical guidelines for public, private, and special projects. If needed, we can provide Certified Erosion and Sediment Control Lead (CESCL) training.

Floodplain Manager Service

Permits are required prior to any construction conducted in a floodplain designated by the Federal Emergency Management Agency as “AO,” “AE”, or “Floodway”. Our Floodplain Managers can process, verify, and approve floodplain development permits.

Fire Protection Plan Review and Inspection

Aoka can provide fire and life safety plan review and inspection services. Our staff include ICC certified fire marshals and NFPA certified fire plans examiners who have performed comprehensive fire and life safety reviews. With proficiency in virtually all types of construction and occupancies, our team will review fire sprinkler system plan, fire alarm plan, fire suppression system plan, CO2 system plan, and fuel storage tank plan. Aoka can check for allowable height and area, fire restrictive construction, means of egress, fire access, hazardous materials, and smoke management systems.

Certified Building Official Services

We can provide complete Certified Building Official services for the development, administration, interpretation, application and enforcement of all adopted codes and policies and other Building Department needs.

Training Services

Our Certified Building Official can provide on-site training services to your residents and contractors regarding all aspects of the permit submission, review, and inspection processes. We can also create informational materials and other documentation guiding the applicant through the entire permitting process.

Availability and Turnaround Times

We propose the following turnaround times for the services listed below:

- Plan Review (<\$5M valuation) -within 5 business days
- Plan Review (>\$5M valuation) -within 10 business days
- Plan Review Rechecks -within 3 business days
- Inspections -within 24 hours

EXHIBIT B (Fee Schedule)

Residential Construction Plan Review and Inspection

Aoka will bill the City the following percentage of the listed fees for a combination of plan review and inspection services.

- Digital plan review and virtual inspection: 60% of the City of Crockett’s most current adopted plan review and permit fees.
- Digital plan review and on-site inspection: 80% of the City of Crockett’s most current adopted plan review and permit fees.

Commercial and Multi- Family Construction Plan Review

Valuation	Proposed Fee
\$1.00 to \$10,000.00	\$55.00
\$10,001.00 to \$25,000.00	\$76.90 for the first \$10,000.00 plus \$5.9 for each additional \$1000.00
\$25,001.00 to \$50,000.00	\$166.17 for the first \$25,000.00 plus \$4.29 for each additional \$1000.00
\$50,001.00 to \$100,000.00	\$273.44 for the first \$50,000.00 plus \$2.97 for each additional \$1000.00
\$100,001.00 to \$500,000.00	\$422.26 for the first \$100,000.00 plus \$2.38 for each additional \$1000.00
\$500,001.00 to \$1,000,000.00	\$1,376.06 for the first \$500,000.00 plus \$2.02 for each additional \$1000.00
\$1,000,001.00 and up	\$2,383.38 for the first \$1,000,000.00 plus \$1.34 for each additional \$1000.00

Commercial and Multi-Family Construction Inspection

Note: Remote will be billed at 80% of the below In-person rates

Valuation	Proposed Fee
-----------	--------------

\$1.00 to \$10,000.00	\$76.15
\$10,001.00 to \$25,000.00	\$107.67 for the first \$10,000.00 plus \$8.32 for each additional \$1000.00
\$25,001.00 to \$50,000.00	\$232.41 for the first \$25,000.00 plus \$6 for each additional \$1000.00
\$50,001.00 to \$100,000.00	\$382.39 for the first \$50,000.00 plus \$4.16 for each additional \$1000.00
\$100,001.00 to \$500,000.00	\$590.29 for the first \$100,000.00 plus \$3.32 for each additional \$1000.00
\$500,001.00 to \$1,000,000.00	\$1920.85 for the first \$500,000.00 plus \$2.83 for each additional \$1000.00
\$1,000,001.00 and up	\$3331.6 for the first \$1,000,000.00 plus \$1.87 for each additional \$1000.00

Commercial and Multi-Family FIRE Plan Review (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250.00	\$200.00
\$6,250.00 to \$250,000.00	\$300.00
\$250,001.00 to \$500,000.00	\$425.00
\$500,001.00 to \$1,000,000.00	\$550.00
\$1,000,001.00 to \$3,000,000.00	\$800.00
\$3,000,001.00 to \$6,000,000.00	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1000.00

Commercial and Multi-Family FIRE Inspection (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250.00	\$300.00
\$6,250.00 to \$250,000.00	\$425.00
\$250,001.00 to \$500,000.00	\$525.00
\$500,001.00 to \$1,000,000.00	\$675.00
\$1,000,001.00 to \$3,000,000.00	\$950.00
\$3,000,001.00 to \$6,000,000.00	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1000.00

Miscellaneous Fire Related Items	Hourly rate
Underground fire code plan review	\$90
Fuel storage tank plan review	\$90
Underground fire code inspection	\$120
Fire extinguisher inspection	\$120
Fire certificate of occupancy inspection	\$120
Fuel storage tank inspection	\$120
Annual fire safety inspection	\$120

Public Work Services

Plan review	\$90 per hour
Inspection	\$90 per hour

Additional Services

Additional Services	Hourly rate
Building Official On-Site	\$120+ Travel expenses
Building Official Virtual (Min:1hr)	\$100

Additional Notes:

- Plan review includes an initial the second and third review- as necessary. Subsequent review (if needed) will be billed at an additional hourly rate of \$90 with a prior approval from the city
- Expedited plan review fee: 150% of the regular plan review fee.



City of
CROCKETT
Est. 1837
Texas

Benefits Blueprint

presented by:

Nick Love, CPFA

817-917-7213

nlove@brinsonbenefits.com



brinsonbenefits.com
dallas | austin | fort worth

proposal of services



Summary of Services	Implementation Date	Fee
Manage benefits RFP, carrier negotiations, & strategy	01/01/2024	\$7,500/quarter
Daily compliance support/access	01/01/2024	Included in fee
Customized employee materials and educational communication	04/01/2024	Included in fee
In person and/or virtual open enrollment support/employee meetings	04/01/2024	Included in fee
The Purple Card – Employee Advocate helpline	04/01/2024	Included in fee
Tele-Medicine with unlimited medical and behavioral health (optional)	04/01/2024	\$7.50 P.E.P.M.
Cobra administration (optional)	04/01/2024	\$1,500 annually
Customized benefits administration system	05/01/2024	Included in fee
Claims review and stewardship reporting	Semi-Annual	Included in fee

RFP timeline



Date	Action
12/7	Census and Claims report request to Client
12/18	Census and claims report back to Brinson from Client
1/12	RFP / Bid to market
	Municipality only-Newspaper name: The Messenger
	Run Day: Thursday Jan 18 th and Thursday Jan 25 th
	Advertisement due to paper Jan 16 th
	Advertisement begins Jan 18 th
1/30	Formal Bid opening date (recorded zoom)
2/5	Initial Client Renewal Presentation
2/9	Finalist negotiations completed & best offers Client
2/13	Renewal decision made by Client
2/19	Presentation to Executive/Board/Committee/City Council (for Cities)/Court (for Counties)
	City Secretary PROVIDE DATE AND TIME
	City Council
2/15	First Draft of OE Guide will be delivered to client
2/19	Client sign off on OE Guide
2/21	Open enrollment begins
2/28	Elections back to HR
3/1	Completed Paperwork & Census to Carrier
4/1	Effective Date
4/15	Premium/ Rate Verification Audit



December 4, 2023

Letter of Recommendation for Bid Award

Dear Mayor and Councilmembers:

Sealed proposal packets were received with a deadline of August 28, 2023 at 10:00 A.M. for Employee Benefits Insurance Broker and Consulting Services. Three (3) sealed bids were received.

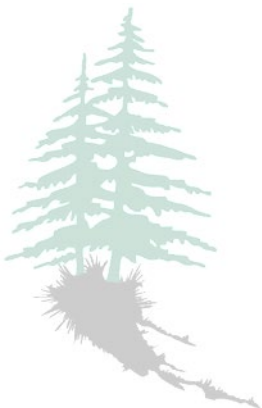
The notification and advertising process for this bid included advertisement in the Houston County Courier newspaper and on our city's website.

On Tuesday, August, 29, 2023 at 8:00 A.M. the bids were publicly opened and documented as shown on attached bid tally sheet. From the review of the information provided in the sealed bids, the recommended bidder is Brinson Benefits. They are fully qualified and have excellent references from other clients. Therefore, I am recommending the city award the bid to Brinson Benefits.

Sincerely,

John Angerstein,

City Administrator



Legal Notice

The City of Crockett will be accepting sealed bids for Employee Benefits Insurance Broker and Consulting Services


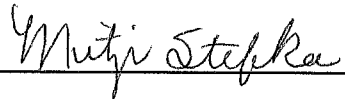
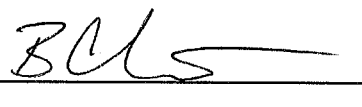
Bids must be received by Monday, August 28, 2023. Bid opening will be at 10:00 A.M., Tuesday, August 29, 2023 at City Hall. All sealed bids shall be labeled with: "Sealed Bid: Employee Benefits RFP".

The City of Crockett reserves the right to reject any or all bids.

Butch Calvert
Program & Grants Manager

ATTENDANCE SHEET

Sealed Bid Opening August 29, 2023 @ 8:00AM
2023 Insurance Services Bid

<u>NAME</u>	<u>COMPANY REPRESENTING</u>	<u>SIGNATURE</u>
John Angerstein	City	
Mitzi Stepka	City	
BOTCH CALVERT	CITY	

CITY OF CROCKETT
 BID TALLY SHEET

- CONTRACT
- Sealed Bid
 - Telephone Bid
 - Letter Bid

BID DESCRIPTION: 2023 Benefits Broker Services Bid

BID OPENING DATE/TIME: August 29, 2023 at 8:00 AM

VENDOR/BIDDER	BASE BID	TOTAL BID	COMMENTS
1921 Consulting		No response on cost.	
Brinson Benefits	\$2,500/mo 10% premium 15% premium \$1500/ann.	\$44.00/employee	Health Dental/Vision Life/disability Cobra Admin \$ 7.50/mo/employee - Telemedium
Holmes Murphy	\$2,500 - \$3,750/mo		Dependent upon benefit coverage

John Angersstein
 Bid Opener Name and Signature

Official Electronic mail sent via email. No hard copy to follow.

November 29, 2023

Mr. John Angestein
Deputy City Administrator
City of Crockett
angersteinj@crocketttx.org

**Re: State Fiscal Year 2024 Drinking Water State Revolving Fund (DWSRF)
Application Invitation**

Dear Mr. Angestein:

Congratulations! We are pleased to notify you that the City of Crockett is hereby invited to submit an application for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund.

Your project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Water Well #4 & Transmission Main
Eligible Phases	Planning Design & Construction
Project Information Form Number	14930
Eligible Project Cost	\$ 4,093,600

The maximum loan/bond commitment amount a project may receive under the SFY 2024 IUP is \$49 million. The maximum amount of principal forgiveness that may be committed to a project under the SFY2024 IUP from all funding options is \$10 million.

Principal Forgiveness Eligibility

Your project has been identified as eligible for principal forgiveness. This eligibility is subject to funding availability and the amount, depending on the funding option, may be dependent on others who may elect to apply. Final principal forgiveness eligibility is determined following a detailed review of the full application budget and will be documented in a Funding Determination Letter prior to the Board taking formal action on the funding request.

Asset Management Funding Option

If you indicated in your PIF that you will be preparing an asset management plan as part of your project, you may be eligible for up to \$100,000 in loan funding with an interest rate of 0% to prepare the plan under the DWSRF Program. Please ensure you mention the asset management plan in your project scope and include funds for these activities in your application budget, if interested.

Required Documentation and Deadlines

To be considered for funding under the SFY 2024 DWSRF Program, please follow the requirements stated below:

- (1) **You must submit your Intent to Apply form to DWSRF@twdb.texas.gov by 5:00 P.M., CST on December 28, 2023.** If you fail to fully complete and submit the Intent to Apply Form by the deadline, your project will not be considered for funding. This will allow the TWDB to invite in rank order additional projects on the lists if an invited entity does not wish to pursue SRF funding for their project at this time.
- (2) If you intend to apply, **your complete application must be received by TWDB no later than 5:00 P.M., CST on January 29, 2024.** Applications will not be accepted after the deadline. We encourage you to submit your application before the deadline, which will allow us to begin a review of your application earlier. Application materials, such as, submittal instructions, guidance documents, frequently asked questions, and a link to our online application portal may be found on our website at www.twdb.texas.gov/financial/applications/.
- (3) **A pre-application meeting is required** for all DWSRF projects to ensure that the applicant and the corresponding TWDB staff discuss the project and ask initial questions prior to the application being submitted.

If you submit an Intent to Apply, please contact Ms. Diana Sanchez by phone at 512-475-1554 or by e-mail at Diana.Sanchez@twdb.texas.gov to schedule a pre-application meeting with [WSI-RWPD-Team 4](#). She will be able to assist you with scheduling a meeting prior to your submission of the application.


To assist you in being successful, please take note of the following tips and reminders which are based on TWDB's experience reviewing prior SRF applications:

- Applicants that will be requesting a SRF loan will most likely be selling bonds to the TWDB. As such, a financial advisor and bond counsel will be required. We highly encourage you to engage these consultants prior to submitting the application and follow the [DBE requirements](#) (equivalency only) if you seek to fund their work using SRF monies.

- Be sure any changes to the project amount are reflected in both the Intent to Apply Form and the application budget.
- For bond purposes only, TWDB SRF loan amounts must be rounded up to the nearest \$5,000. Please round up any loan numbers in the application budget and confirm the dollar amounts with your TWDB project team before passing resolutions to minimize adjustment during the review period.

We look forward to working with the City of Crockett on its SRF project and are committed to providing excellent customer service and prompt responses to any questions as you complete your application. Should you have any questions or concerns, please contact Heather O'Keefe, Team Lead SRF General Activities, by phone at (512) 475-1835 or by email at DWSRF@twdb.texas.gov.

Sincerely,


Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

Attachment: SFY 2024 DWSRF Intent to Apply Form

cc: Daniel Hays, P.E., Senior Project Manager; KSA Engineers, Inc.: dhays@ksaeng.com
Nancy Richards, Team Manager; WSI-RWPD-Team4@twdb.texas.gov

Texas Water Development Board
SFY 2024 Drinking Water State Revolving Fund
Intended Use Plan
Appendix G. Project Priority List - Alphabetical

Item 10.

Rank	Points	PIF #	Entity	Owner Type	PWS ID	Population	Project Description	Requested Phase(s)	Total Project Cost	Disadv %	Green Type	GPR	Related PIF #'s
Public Water System													
262	0	14928	Coryell City WSD	D	TX0500013	5,713	Coryell City water supply system improvements.	DC	\$40,175,600.00				
148	15	14869	Covington	M	TX1090021	570	The purpose of this project is to replace/upsized undersized water mains to improve water flow/pressure. This project will also include replacement of lead service lines.	PDC	\$300,000.00				
21	56	15167	Cox Addition PWS	W	TX1520106	150	The project involves the planning, design, and implementation of rehabilitation and replacement, if necessary, of the existing adsorption system damaged in winter storm Uri in 2021. Interconnection with Lubbock will be explored as a more resilient long term supply. An additional storage tank is needed. An Asset Management Plan will be completed.	PDC	\$523,000.00				
144	16	14779	Creedmoor Maha WSC	W	TX2270008	9,954	The Twin Creek subdivision currently has undersized lines that do not meet TCEQ requirements for serving the existing customers. These lines also are in conflict with an upcoming Travis County drainage project. The lines will be replaced. The project will also include an Asset Management Plan.	PADC	\$3,095,000.00				
169	11	14775	Creedmoor Maha WSC	W	TX2270008	9,954	The undersized lines currently have more connections than allowed by Chapter 290.44(c) connection requirements. The project will include an Asset Management Plan.	PADC	\$3,000,700.00				
179	11	14777	Creedmoor Maha WSC	W	TX2270008	9,954	CMWSC Water System Improvement to increase capacity and serviceability and Asset Management Plan	PADC	\$13,141,500.00				
180	11	14778	Creedmoor Maha WSC	W	TX2270008	9,954	New water well and Asset Management Plan.	PDC	\$5,830,000.00				
264	0	14776	Creedmoor Maha WSC	W	TX2270008	9,954	Providing water services to those within the CMWSC CCN who do not have it.	PADC	\$6,074,700.00				
174	11	14798	Crescent Heights WSC	W	TX1070016	1,935	A new public water supply well, pressure facilities, and line upgrades. Includes the creation of an asset management plan	PDC	\$3,685,000.00				
53	34	14930	Crockett	M	TX1130001	6,441	Development of a new water well, transmission main, and treatment facilities	PDC	\$4,093,600.00	70%			
24	47	14799	Cross Roads Community WSC	W	TX1070228	720	Construct a new public water supply well and install an emergency generator	PDC	\$2,570,000.00				
123	21	14793	Crystal City	M	TX2540001	7,128	The City of Crystal City needs to make improvements to its drinking water system. These improvements are primarily focused on well enhancements, making improvements to its elevated water storage tank, building a new well, and replacing old iron and asbestos water lines.	DC	\$29,625,680.00	70%			

Drinking Water State Revolving Fund State Fiscal Year 2024 Intent to Apply

Instructions

Please indicate your intention to apply for funding from the Drinking Water State Revolving Fund (DWSRF) in the amount listed in the DWSRF SFY 2024 IUP.

Deadline to submit your Intent to Apply is December 28, 2023. Submit this document as an attachment to DWSRF@TWDB.TEXAS.GOV.

Failure to return this form by the deadline will be considered as no intention to apply and your project will not be considered for funding.

General Information

PIF #: 14930

Entity (Applicant) Name: City of Crockett

Project Name: Water Well #4 & Transmission Main

Intent to Apply

Entity intends to submit an application for this project: Yes No

Requested funding amount appearing in SFY 2024 DWSRF Intended Use Plan is confirmed: Yes No

If "No" above, please explain in the space provided below. Please note that due to limited program capacity, only decreases in requested funding amount may be considered. TWDB staff may contact you to follow up on any requested adjustments:

Click or tap here to enter text.

Signature

Dr. Ianthia Fisher

Printed

Mayor

Title

angersteinj@crocketttxas.org

Email Address

Texas Water Development Board
SFY 2024 Clean Water State Revolving Fund
Intended Use Plan
Appendix J. Project Priority List - By Rank

Item 11.

#	Entity	NPDES #	Population	Project Description	EPA Cat.	Requested Phase(s)	Total Project Cost	Disadv %	Green Type	GPR
168	Jacksonville	TX0100587	14,029	The City closed an existing wastewater treatment plant several years ago and has not replaced the lost capacity from that plant closure. They have exceeded 90% flow limit for 3 years. They have been cited by TCEQ for collection system overflows. The proposed project consists of the upgrade and expansion of the City's Double Creek WWTP to increase capacity and will also include an equalization basin for excess flows. The plant has exceeded the 90% flow limit for over three (3) years and has been cited by the TCEQ and is also under enforcement for collection system overflows. The City closed an existing wastewater treatment plant several years ago and has not replaced the lost capacity from that plant closure. The preparation of an Asset Management Plan is also included as part of this project.	CWT	PADC	\$11,895,000.00	70%	Yes-BC	\$25,
002	Crockett	TX0070831	6,441	WWTP and collection system experiencing overflows and TCEQ violations from dilapidated, failing equipment, and excessive I/I. Proposed project consists of Wastewater Treatment Plant (WWTP) and sanitary sewer improvements to include: equalization basin, influent pumping, mechanical bar screen, grit collection, classification, grit pumping, aeration basin improvements, clarifiers (new and refurbished), blowers / mechanical aerators, return sludge pumping, disinfection, solids processing, digester repair, solids dewatering and processing, polymer tankage and mixing, one-time sludge removal from aeration basin, process piping, paving and miscellaneous concrete flatwork and sitework, RAS pumping, collection system I/I improvements, manhole and piping repair, smoke testing, and CCTV inspection.	CWT	PDC	\$11,536,250.00	70%		

Official Electronic mail sent via email. No hard copy to follow.

November 29, 2023

Mr. John Angerstein
City Administrator
City of Crockett
angersteinj@crocketttexas.org

**Re: State Fiscal Year 2024 Clean Water State Revolving Fund (CWSRF)
Application Invitation**

Dear Mr. Angerstein:

Congratulations! We are pleased to notify you that the City of Crockett is hereby invited to submit an application for funding through the Texas Water Development Board's (TWDB) Clean Water State Revolving Fund.

Your project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	WWTP & Sanitary Sewer Improvements
Eligible Phases	Planning Design & Construction
Project Information Form Number	15002
Eligible Project Cost	\$ 11,536,250

The maximum loan/bond commitment amount a project may receive under the SFY 2024 IUP is \$59 million. The maximum amount of principal forgiveness that may be committed to a project under the SFY2024 IUP from all funding options is \$10 million.

Principal Forgiveness Eligibility

Your project has been identified as eligible for principal forgiveness. This eligibility is subject to funding availability and the amount, depending on the funding option, may be dependent on others who may elect to apply. Final principal forgiveness eligibility is determined following a detailed review of the full application budget and will be documented in a Funding Determination Letter prior to the Board taking formal action on the funding request.

Asset Management Funding Option

If you indicated in your PIF that you will be preparing an asset management plan as part of your project, you may be eligible for up to \$100,000 in loan funding with an interest rate of 0% to prepare the plan under the CWSRF Program. Please ensure you mention the asset management plan in your project scope and include funds for these activities in your application budget, if interested.

Required Documentation and Deadlines

To be considered for funding under the SFY 2024 CWSRF Program, please follow the requirements stated below:

- (1) **You must submit your Intent to Apply form to CWSRF@twdb.texas.gov by 5:00 P.M., CST on December 28, 2023.** If you fail to fully complete and submit the Intent to Apply Form by the deadline, your project will not be considered for funding. This will allow the TWDB to invite in rank order additional projects on the lists if an invited entity does not wish to pursue SRF funding for their project at this time.
- (2) If you intend to apply, **your complete application must be received by TWDB no later than 5:00 P.M., CST on January 29, 2024.** Applications will not be accepted after the deadline. We encourage you to submit your application before the deadline, which will allow us to begin a review of your application earlier. Application materials, such as, submittal instructions, guidance documents, frequently asked questions, and a link to our online application portal may be found on our website at www.twdb.texas.gov/financial/applications/.
- (3) **A pre-application meeting is required** for all CWSRF projects to ensure that the applicant and the corresponding TWDB staff discuss the project and ask initial questions prior to the application being submitted.

If you submit an Intent to Apply, please contact Ms. Diana Sanchez by phone at 512-475-1554 or by e-mail at Diana.Sanchez@twdb.texas.gov to schedule a pre-application meeting with [WSI-RWPD-Team 4](#). She will be able to assist you with scheduling a meeting prior to your submission of the application.

To assist you in being successful, please take note of the following tips and reminders which are based on TWDB's experience reviewing prior SRF applications:

- Applicants that will be requesting a SRF loan will most likely be selling bonds to the TWDB. As such, a financial advisor and bond counsel will be required. We highly encourage you to engage these consultants prior to submitting the application and follow the [DBE requirements](#) (equivalency only) if you seek to fund their work using SRF monies.

- Be sure any changes to the project amount are reflected in both the Intent to Apply Form and the application budget.
- For bond purposes only, TWDB SRF loan amounts must be rounded up to the nearest \$5,000. Please round up any loan numbers in the application budget and confirm the dollar amounts with your TWDB project team before passing resolutions to minimize adjustment during the review period.

We look forward to working with the City of Crockett on its SRF project and are committed to providing excellent customer service and prompt responses to any questions as you complete your application. Should you have any questions or concerns, please contact Heather O'Keefe, Team Lead SRF General Activities, by phone at (512) 475-1835 or by email at CWSRF@twdb.texas.gov.

Sincerely,



Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

Attachment: SFY 2024 CWSRF Intent to Apply Form

cc: Robert Thurber, P.E., Vice President, KSA Engineers, Inc.: bthurber@ksaeng.com
Nancy Richards, Team Manager: WSI-RWPD-Team4@twdb.texas.gov

Clean Water State Revolving Fund State Fiscal Year 2024 Intent to Apply

Instructions

Please indicate your intention to apply for funding from the Clean Water State Revolving Fund (CWSRF) in the amount listed in the CWSRF SFY 2024 IUP.

Deadline to submit your Intent to Apply is December 28, 2023. Submit this document as an attachment to CWSRF@TWDB.TEXAS.GOV.

Failure to return this form by the deadline will be considered as no intention to apply and your project will not be considered for funding.

General Information

PIF #: 15002

Entity (Applicant) Name: City of Crockett

Project Name: WWTP & Sanitary Sewer Improvements

Intent to Apply

Entity intends to submit an application for this project: Yes No

Requested funding amount appearing in SFY 2024 CWSRF Intended Use Plan is confirmed: Yes No

If "No" above, please explain in the space provided below. Please note that due to limited program capacity, only decreases in requested funding amount may be considered. TWDB staff may contact you to follow up on any requested adjustments:

Click or tap here to enter text.

Signature

Dr. Ianthia Fisher

Printed

Mayor

Title

angersteinj@crocketttxas.org

Email Address

**NOTICE FOR SEALED BIDS
FOR ONE (1) SINGLE AXLE DUMP TRUCK
FOR THE CITY OF CROCKETT, TEXAS**

Notice is hereby given that sealed bids will be received by the City of Crockett until 2:00 PM, November 27, 2023 at Crockett City Hall, 200 N. 5th Street, Crockett, Texas 75835, and will be publicly opened and read for the FOLLOWING ITEM to be purchased by the City of Crockett. Information relative to this project and/or complete proposal package may be obtained on our website www.crocketttexas.org/rfps/ or from City Hall 200 N. 5th Street, Crockett, Texas 75835 or email at calvertb@crocketttexas.org

Bid Item is as follows:

- One (1) Single axle truck with dump bed
- 2012 or newer model
- 225,000 or fewer miles on chassis/engine,
- Diesel engine with minimum of 250 horsepower
- GVWR of 25,000lb or greater

CITY OF CROCKETT
BID TALLY SHEET

CONTRACT

- Sealed Bid
- Telephone Bid
- Letter Bid

BID DESCRIPTION: 2023 Single Axle Dump Truck Bid

BID OPENING DATE/TIME: November 27, 2023 at 3:00 PM

VENDOR/BIDDER	BASE BID	TOTAL BID	COMMENTS
<i>LOVE STAR TRUCK GROUP</i>	<i>56,249-</i>	<i>56,249</i>	

Bols

Bid Opener Name and Signature

**Bidder's Proposal
Single Axle Dump Truck
Crockett, Texas**

NAME OF BIDDER:	LOVESTAR TRUCK GROUP		
ADDRESS:	7575 N. STATE Hwy 6 BRYAN, TX. 77807		
PHONE NO.:	979-778-3640	FAX NO.:	979-778-
E-mail address:	Shane.winkler@tntxtruck.com		

Bidder proposes and agrees to and with the City of Crockett, Texas ("City") to furnish the following item(s) at the following listed price, to-wit:

Item #	Description	Price
1.	One (1) Single axle truck with dump bed 2012 or newer model 225,000 or fewer miles on chassis/engine, Diesel engine with minimum of 250 horsepower GVWR of 25,000lb or greater	see attached quote DE-40869
Make:	Hino	Model: 338
		Warranty: NO

The proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for one or both of the above mentioned items which notice and detailed specifications are made a part of this contract as if written herein at length. Equipment shall be delivered F.O.B., Crockett Public Works Dept. Crockett, Texas, 75835, **Item #1 within 2 calendar days (to be filled in by Bidder)**, after date of awarding contract.

The Bidder further agrees and states that he has read the notice calling for bids and has studied the specifications and that he is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract. The City of Crockett will evaluate different types of equipment and determine which product is best suited for its needs in safety, quality, performance and standardization. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the product which best serves the interests of the City of Crockett when cost, product, safety, quality and delivery are considered. The City of Crockett reserves the right to reject any or all bids or any part thereof. A Contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification. Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City of Crockett.

Please provide additional specifications of proposed equipment within your bid packet.

	GM Scott Hughes	11/20/23
Authorized Signature	Print Name & Title	Date



LONESTAR TRUCK GROUP | BRYAN

7575 N HWY 6
BRYAN, TX 77807
(979)778-3640

Sales Quote

Item 12.

DE-40869

11/20/2023

Contact: Shane Winkler | Phone: 979-778-3640 | Mobile: 936-661-3829 | Email: Shane.Winkler@tntxtruck.com

Bill To: 246363
CITY OF CROCKETT
 1007 E BOWIE
 CROCKETT TX 75835-1502
 Phone:(936)544-5156

Sold To:
CITY OF CROCKETT
 1007 E BOWIE
 CROCKETT TX 75835-1502

5PVNV8JM2C4S50361	Used - 2012 Hino 338	\$56,249.00
		Unit Total: \$56,249.00
Total Sales Price		\$56,249.00
Net Sales Price		\$56,249.00
AMOUNT DUE		\$56,249.00
Cash / Down Payment		-\$0.00
Amount Financed/Cash Due		\$56,249.00

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

QUOTING PURPOSE ONLY

Purchase By _____

Dealer Name (Printed) _____ Signature _____ Date _____

Sales Rep (Signature) _____ General Manager's Approval (Signature) _____ Date _____



Lonestar Truck Group | Bryan

7575 N HWY 6

BRYAN TX, 77807

9797783640



2012 Hino 338

Vehicle Details

Stock# C4S50361
 Year 2012
 Make Hino
 Model 338
 VIN 5PVNV8JM2C4S50361
 Odometer 212979
 Color White-Tan
 Interior Color Gray
 Wheelbase 205
 Frame Standard Steel
 GVWR 26,000
 Fifth Wheel None
 Steering Stationary
 Driver Seat Air Ride
 Passenger Seat Bench
 Radio AM FM

Sleeper

Sleeper None
 Sleeper Type Daycab

Engine

Engine Hino
 Engine Model J08E-TW
 HP 260
 Engine Brake No

Transmission

Transmission Allison
 Transmission Model 2500 RDS
 Speeds Automatic

Axle Information

Axles Single Axle
 FA Weight 12,000
 RA Weight 21,000
 Ratio 5.38

Suspension

Suspension 21,000
 Suspension Type Spring

Fuel Tank

Fuel Tanks 1
 Fuel Type Diesel
 Tank LH 50
 Tank RH 0

Wheels/Tires

Wheels All Steel



FLEET MAINTAINED, LOW MILEAGE, PTO PROVISION!

\$61,500.00

For More Info Contact: Shane Winkler | (936)661-3829 | Shane.Winkler@tntxtruck.com

RESOLUTION NO. R-12-23

A RESOLUTION APPROVING THE MASTER AGREEMENT DATED DECEMBER 4, 2023 BETWEEN THE STATE OF TEXAS AND THE CITY OF CROCKETT FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF CROCKETT AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Crockett, Texas:

SECTION 1. That the Master Agreement dated December 4, 2023 between the State of Texas and the City of Crockett for the maintenance, control, supervision and regulation of certain state highways and/or portions of state highways in the City of Crockett be and the same is, hereby approved; and that Mayor Dr. Ianthia Fisher is hereby authorized to execute said agreement on behalf of the City of Crockett and to transmit the same to the State of Texas for appropriate action.

PASSED AND APPROVED by City Council of the City of Crockett, Texas on this the 4th day December 2023.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

October 30, 2023

The Honorable Dr. Ianthia Fisher
Mayor, City of Crockett
200 North 5th Street
Crockett, TX 75835

Subject: Municipal Maintenance Agreement

Dear Mayor Fisher:

Jurisdiction of highways, streets, or roads within an incorporated city rests with the governing body of the incorporated city except on those declared as controlled access highways by the Texas Transportation Commission, according to Transportation Code §203.003. It is necessary for the Texas Department of Transportation (TxDOT) to enter into a Municipal Maintenance Agreement (MMA) with each incorporated city for authority to construct, reconstruct, maintain, control, supervise, and regulate the designated highways within the city's limits and to establish the responsibilities of the department and the city, in accordance with Minute Order 58588.

Due to some slight revisions in the MMA and a new 2020 census count, we are requesting that a new agreement be executed. The MMA is attached, as well as the exhibit listing the State Maintained Highways in your city. Please sign and return the agreement to my office at 1805 N. Timberland Drive, Lufkin, TX 75901. Once the MMA is fully executed, we will email you a final copy for your records. If you have any questions about the agreement, please feel free to contact Jesse Sisco, Area Engineer at 936-633-4364.

Sincerely,

DocuSigned by:

Kelly O. Morris, P.E.

F044211639424B4...
Kelly O. Morris, P.E.

Lufkin District Engineer

DS
JK

DS
KB

Enclosure

cc: Jesse Sisco, P.E.



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement (“Agreement”) is made this _____ day of _____, 2023, by and between the State of Texas through the Texas Department of Transportation (“State”), and the City of _____ Crockett _____ (population _____ 6,318 _____, 2020, latest Federal Census) acting by and through its duly authorized officers (“City”).

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words “State Highway” shall be construed to mean all numbered highways that are part of the State’s Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
- A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
- B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G. Perform mowing and litter pickup.
- H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I. Perform snow and ice control.
- J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Crockett

State of Texas

Signature

TxDOT District Engineer

 Dr. Ianthia Fisher, Mayor

 Kelly O. Morris, P.E.

Name

Name

 Mayor of Crockett

Title

Date

Date

EXHIBIT A
MUNICIPAL MAINTENANCE AGREEMENT

NON-CONTROLLED ACCESS HIGHWAYS
WITHIN THE CORPORATE LIMITS
OF THE CITY OF CROCKETT

STATE MAINTAINED HIGHWAY ROUTES

1. U.S. HIGHWAY 287
2. STATE HIGHWAY 7
3. STATE HIGHWAY 21
4. STATE HIGHWAY 19
5. LOOP 304
6. FARM TO MARKET ROAD 229
7. FARM TO MARKET ROAD 2022
8. FARM TO MARKET ROAD 2076
9. FARM TO MARKET ROAD 2110
10. FARM TO MARKET ROAD 2712
11. FARM TO MARKET ROAD 3313

CITY MAINTAINED HIGHWAY ROUTES

1. NONE

EXHIBIT B
CONTROLLED ACCESS HIGHWAYS WITHIN THE
CORPORATE LIMITS OF **CROCKETT**

N/A

EXHIBIT D
SAFETY LIGHTING SYSTEMS WITHIN THE
CORPORATE LIMITS OF **CROCKETT**

N/A