



CITY COUNCIL AGENDA

Monday, June 16, 2025 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

Dennis Ivey, Council Member
Christopher Price, Council Member
NaTrenia Hicks Council Member
Elbert Johnson, Council Member
Mike Marsh, Mayor Pro Tem

John Angerstein, City Administrator
Mitzi Stefka, City Secretary
Donna Gordon, 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, JUNE 16, 2025 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

1. CANVASS ELECTION RETURNS
2. ADMINISTER OATH OF OFFICE TO MAYOR

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.)*

APPROVAL OF MINUTES

3. REGULAR SESSION: MAY 19, 2025

REPORTS

4. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR MAY 2025
5. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR MAY 2025
6. RECEIVE AS INFORMATION THE HOUSTON COUNTY APPRAISAL DISTRICT FISCAL YEAR 2024 FINANCIAL AUDIT AND FISCAL YEAR 2026 OPERATING AND COLLECTION BUDGETS

BUSINESS

7. CONSIDER AND APPROVE A RECOMMENDATION FROM THE PLANNING & ZONING COMMISSION TO HOLD A PUBLIC HEARING REGARDING A PROPOSED ZONING DISTRICT CHANGE FROM M-MANUFACTURING, WAREHOUSING AND WHOLESALING DISTRICT TO R2-TWO FAMILY RESIDENTIAL DISTRICT OR R3-MULTIPLE-FAMILY RESIDENTIAL DISTRICT FOR SEVERAL PARCELS OF LAND LOCATED WITHIN A STRIP OF PROPERTIES BORDERED BY MARTIN LUTHER KING JR. BLVD ON THE EAST, SYCAMORE STREET OR SYCAMORE STREET RIGHT-OF-WAY ON THE WEST, WEST GOLIAD AVENUE ON THE NORTH, AND BURLESON AVENUE ON THE SOUTH
8. CONSIDER AND APPROVE A RESOLUTION SUPPORTING CITY OF CROCKETT'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

9. CONSIDER AND APPROVE APPOINTMENT OF REPRESENTATIVE TO SERVE ON BOARD OF DIRECTORS FOR DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
10. CONSIDER AND APPROVE BID FOR PHASE 2 & 3 BUILDING RENOVATIONS OF THE PROVALUS CENTER AT 1505 SOUTH 4TH ST
11. CONSIDER AND APPROVE CONSTRUCTION ADMINISTRATION SERVICES OF DON B. HILL ARCHITECT, INC. FOR PROVALUS PHASE 2 AND 3 CONSTRUCTION PROJECT
12. AWARD BID: TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) HAZARD MITIGATION GRANT PROGRAM DR 4485-0313 STORM WARNING SIRENS
13. CONSIDER AND APPROVE A RESOLUTION OF THE CITY OF CROCKETT, TEXAS, ACKNOWLEDGING THE SATISFACTION OF CONDITIONS 1 AND 2 IN THE FEE SIMPLE DETERMINABLE CONDITION CONTAINED IN THE DEED TO A&A TEXAS CAPITAL, AND THE TAX ABATEMENT AND INCENTIVES AGREEMENT, AFFIRMING THE CITY'S INTENT NOT TO DISPUTE THE FULFILLMENT OF SAID CONDITIONS, AND DIRECTING THAT CONDITION 3 AND PARAGRAPH III (RECAPTURE FOR DEFAULT) BE STRICKEN FROM SAID DOCUMENTS
14. CONSIDER AND APPROVE AMENDING DEED CONDITIONS AND TAX ABATEMENT AND INCENTIVES AGREEMENT OF A&A TEXAS CAPITAL, L.P.
15. CONSIDER AND APPROVE RESOLUTION OF CITY OF CROCKETT COUNCIL CONCERNING GROUNDWATER WITHDRAWAL APPLICATIONS BY REDTOWN RANCH HOLDINGS LLC AND PINE BLISS LLC
16. CONSIDER AND APPROVE ENGAGEMENT AGREEMENT WITH LAW FIRM FOR LEGAL REPRESENTATION WITH WATER WELL APPLICATIONS

EXECUTIVE SESSION

17. GOV. CODE 551.071 – CONSULTATION WITH ATTORNEY REGARDING CONTEMPLATED LITIGATION
18. GOV. CODE 551.074 – PERSONNEL MATTERS. CONSIDER ANNUAL PERFORMANCE EVALUATION OF CITY ADMINISTRATOR, POLICE CHIEF AND FIRE CHIEF

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

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 June 16, 2025 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on June 12, 2025 before 5:00 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 _____, 2025. _____ Title _____

Summary Results Report
 City of Crockett Runoff Election
 June 7, 2025

C01

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	779			
Ballots Cast - Total	228	5	156	67
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	29.27%			

Mayor

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Joni K. Clonts	121	53.07%	5	75	41
Ianthia Fisher	107	46.93%	0	81	26
Total Votes Cast	228	100.00%	5	156	67

Summary Results Report
 City of Crockett Runoff Election
 June 7, 2025

C02

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	678			
Ballots Cast - Total	205	33	128	44
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	30.24%			

Mayor

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Joni K. Clonts	60	29.27%	5	38	17
Ianthia Fisher	145	70.73%	28	90	27
Total Votes Cast	205	100.00%	33	128	44

Summary Results Report
 City of Crockett Runoff Election
 June 7, 2025

C03

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	625			
Ballots Cast - Total	162	23	106	33
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	25.92%			

Mayor

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Joni K. Clonts	9	5.56%	0	8	1
Ianthia Fisher	153	94.44%	23	98	32
Total Votes Cast	162	100.00%	23	106	33

Summary Results Report
 City of Crockett Runoff Election
 June 7, 2025

C04

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	657			
Ballots Cast - Total	149	23	87	39
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	22.68%			

Mayor

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Joni K. Clonts	25	16.78%	1	11	13
Ianthia Fisher	124	83.22%	22	76	26
Total Votes Cast	149	100.00%	23	87	39

Summary Results Report
 City of Crockett Runoff Election
 June 7, 2025

C05

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	816			
Ballots Cast - Total	245	11	182	52
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	30.02%			

Mayor

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Joni K. Clonts	105	42.86%	3	76	26
Ianthia Fisher	140	57.14%	8	106	26
Total Votes Cast	245	100.00%	11	182	52

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 19th DAY OF MAY 2025 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: CHRISTOPHER PRICE, NATRIENIA HICKS, ELBERT JOHNSON & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY, CITY ATTORNEY DONNA GORDON, AND FIRE CHIEF JASON FRIZZEL. IANTHIA FISHER AND DENNIS IVEY WERE ABSENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Pro Tem Marsh called the formal session open and Council member Price gave the invocation. All joined in the pledge.

RECOGNITION OF VISITORS

Mayor Pro Tem Marsh 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.)*

- Council Member Hicks – Invited everyone to the Pct 3 Community Roundtable on May 27, 2025

APPROVAL OF MINUTES

1. SPECIAL SESSION: MAY 9, 2025

Council member Hicks requested that her concerns about an irregular ballot found during the May 3, 2025 election be documented. Council member Price made a motion to approve the minutes of the May 9, 2025 special session. Council member Hicks seconded the motion. Motion passes 4-0.

REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR APRIL 2025

Chief Smith was unable to attend the meeting due to a training class and submitted a written report. Reported for the month of April 2025: 16 total manpower, 2,698 total manpower hours, 450 total calls and 16 total accidents. A breakdown of the criminal report is included in the packet

3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR APRIL 2025

Chief Frizzell reported for the month of April 2025 the following: 51 calls. A breakdown is included in the packet.

BUSINESS

4. PUBLIC HEARING ON REQUEST FROM KELVIN INVESTMENTS, INC. FOR ZONING DISTRICT CHANGES FOR THE FOLLOWING TWO DESCRIBED PARCELS LOCATED NEAR THE NORTHWEST CORNER OF THE STATE HIGHWAY 19, ALSO KNOWN AS SOUTH 4TH STREET, AND SOUTHWEST LOOP 304 INTERSECTION

(1) PARCEL 28325, WITH A CURRENT ADDRESS OF 1920 SW LOOP 304, LOCATED ACROSS FROM DOBBS STREET, AND BEING 10.549 ACRES OF LAND, MORE OR LESS: THE REQUESTED ZONING CHANGE IS FROM C-2 COMMERCIAL DISTRICT TO M MANUFACTURING DISTRICT FOR THE PURPOSE OF BUILDING A PROPOSED COMBINATION AUTOMOBILE SERVICE STATION/CONVENIENCE STORE/TRUCK STOP COMPLEX ON 6.337 ACRES IN THE CENTER OF THE PARCEL, WITH 2.094 ACRES ON THE WEST SIDE OF THE 6.337 ACRES BEING DIVIDED INTO A SEPARATE PARCEL FOR FUTURE DEVELOPMENT IN COMPLIANCE WITH THE MANUFACTURING DISTRICT AND 2.118 ACRES ON THE EAST SIDE OF THE 6.337 ACRES BEING COMBINED WITH EXISTING ADJACENT PARCELS 29691, 11827, AND 19024, ALSO OWNED BY KELVIN INVESTMENTS, INC., TO FORM ONE 9.626 ACRE PARCEL FOR FUTURE DEVELOPMENT IN COMPLIANCE WITH THE MANUFACTURING DISTRICT

(2) PARCEL 11827, WITH A CURRENT ADDRESS OF 1502 S. 4TH STREET, AND BEING 5.0 ACRES OF LAND: THE REQUESTED CHANGE IS FOR THE SMALL NW CORNER OF THE PARCEL CURRENTLY ZONED R3- MULTIPLE-FAMILY RESIDENTIAL DISTRICT TO BE CHANGED TO M-MANUFACTURING, WHICH WILL RESULT IN THE NW CORNER OF THE PARCEL BEING IN THE SAME ZONING DISTRICT AS THE REMAINDER OF PARCEL 11827 AND ALLOW THE PROPERTY TO BE MORE EASILY DEVELOPED AS A FUTURE COMMERCIAL/MANUFACTURING SITE WITHOUT THE HINDRANCE OF THE ONE CORNER BEING ZONED AS R3

Mayor Pro Tem Marsh opened the public hearing. Mr. Angerstein explained that the Planning and Zoning (P&Z) Committee had reviewed and approved the request. Council member Hicks requested clarification on the process for new businesses to move into the city. There were no comments from affected property owners. Mayor Pro Tem Marsh closed the public hearing.

5. CONSIDER AND APPROVE ZONING DISTRICT CHANGES FOR PARCEL 28325 AND PARCEL 11827 AS DESCRIBED ABOVE

Mayor Pro Tem Marsh made a motion to approve the zoning district changes for Parcel 28235 and Parcel 11827 as described above. Council member Johnson seconded the motion. Motion passes 4-0.

6. CONSIDER AND APPROVE NOMINATIONS AND APOINTEMENTS OF NEW MEMBERS TO THE CHARTER REVIEW COMMISSION

Council member Price made a motion to approve the appointment of James Henry, Joseph James and Thomas Sheley to replace Pam Wells, Christopher Price and Lois Ball. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0

7. CONSIDER AND APPROVE AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF CROCKETT, TEXAS, BY THE AMENDMENT OF CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, AMENDING ARTICLE VII, COIN-OPERATED MACHINES, AND AMENDING ARTICLE XIII, AMUSEMENT REDEMPTION MACHINES; ADDING REQUIREMENT FOR A CORPORATION OR ASSOCIATION CLAIMING EXEMPTION FROM THE CITY OCCUPATION TAX FOR COIN-OPERATED MACHINES TO PROVIDE A COPY OF THE WRITTEN NOTICE FROM THE STATE COMPTROLLER CONFIRMING ITS QUALIFICATION FOR SUCH EXEMPTION; ADDING PROVISION TO EXEMPT THOSE NON-PROFIT ORGANIZATIONS THAT ARE EXEMPT FROM THE CITY OCCUPATION TAX FOR COIN-OPERATED MACHINES TO ALSO BE EXEMPT FROM THE ANNUAL AMUSEMENT REDEMPTION MACHINE INSPECTION AND LICENSE FEE; ADDING A REQUIREMENT THAT EACH AMUSEMENT REDEMPTION MACHINE NOT EXEMPT FROM THE ANNUAL INSPECTION AND LICENSE FEE MUST DISPLAY A CURRENT TAX PERMIT ISSUED BY THE STATE COMPTROLLER BEFORE THE CITY WILL ISSUE OR RENEW A LICENSE FOR THE MACHINE; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Mr. Angerstein stated this ordinance will align with State statue and state definitions. After discussion, Council member Price made a motion to approve an ordinance amending the Code of Ordinances, City of Crockett, Texas, by the amendment of Chapter 13, Licenses and Business Regulation, amending Article VII, Coin-Operated Machines, and amending Article XIII, Amusement Redemption Machines; adding requirement for a corporation or association claiming exemption from the city occupation tax for coin-operated machines to provide a copy of the written notice from the State Comptroller confirming its qualification for such exemption; adding provision to exempt those non-profit organizations that are exempt from the city occupation tax for coin-operated machines to also be exempt from the annual Amusement Redemption Machine inspection and license fee; adding a requirement that each Amusement Redemption Machine not exempt from the annual inspection and license fee must display a current tax permit issued by the State Comptroller before the city will issue or renew a license for the machine; providing a severability clause; containing a repealing clause; and providing an effective date. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-1. Council member Hicks abstained.

ADJOURNMENT

Without objection, Mayor Pro Tem Marsh adjourned the meeting at 6:44 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary



City of Crockett POLICE DEPARTMENT

COURTESY
PROTECTION
DEDICATION



CHIEF OF POLICE
Clayton Smith

CROCKETT, TEXAS 75835
936-544-2021 * 200 NORTH FIFTH STREET

Mayor
Dr. Ianthia Fisher

May 2025

Manpower: 16

Manpower Hours: 2800

Calls: 461

Accidents: 9

Arrests: 54

Traffic: 490

Reports: 83

Alarm Calls: 32

False Alarms: 29

No Fault Alarms: 3

Assault: 1

Burglary: 1

Criminal Mischief: 4

Criminal Trespass: 4

Disorderly Conduct: 3

Driving While Intoxicated: 3

Forgery: 0

Possession of Controlled Substance: 2

Possession of Drug Paraphernalia: 6

Possession of Marijuana: 8

Public Intoxication: 5

Resisting Arrest: 2

Theft: 5

Unlawful Possession of Firearm: 0

Unauthorized use of Motor Vehicle: 0

Miscellaneous Offenses: 66

Comments: REPORTING PERIOD: May 1-31, 2025 MISCELLANEOUS OFFENSES INCLUDES 14 WARRANT SERVICES.

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2025

Item 5.

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
CITY CALLS	27	21	19	35	33	0	0	0	0	0	87	0	222
STRUCTURE FIRES:	0	0	0	0	0	0	0	0	0	0	0	0	0
Business	0	0	0	0	1	0	0	0	0	0	0	0	1
Residential	0	0	1	0	0	0	0	0	0	0	0	0	1
VEHICLE FIRES	0	1	0	0	0	0	0	0	0	0	0	0	1
GRASS / WOODS FIRES	0	0	1	0	0	0	0	0	0	0	0	0	1
REFUSE / TRASH FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	5	1	4	6	3	0	0	0	0	0	0	0	19
VEHICLE ACCIDENT w/RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICAL RESCUE	1	0	0	0	0	0	0	0	0	0	0	0	1
POWERLINE EMERGENCIES	0	0	0	8	9	0	0	0	0	0	0	0	17
TREES DOWN	0	0	0	1	5	0	0	0	0	0	0	0	6
NATURAL/LPG GAS LEAK	3	2	3	3	0	0	0	0	0	0	0	0	11
HAZ-MAT SPILL / LEAK	0	1	1	0	2	0	0	0	0	0	0	0	15
CARBON MONOXIDE ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	6	7	4	5	4	0	0	0	0	0	0	0	26
EMS LIFT ASSIST	6	4	1	5	3	0	0	0	0	0	0	0	19
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM BUSINESS	3	1	4	0	2	0	0	0	0	0	0	0	10
FALSE ALARM RESIDENTIAL	1	2	0	2	1	0	0	0	0	0	0	0	6
TERRORISTIC/BOMB THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	2	1	0	5	3	0	0	0	0	0	0	0	11
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0
TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0
AGENCY ASSIST	0	1	0	0	0	0	0	0	0	0	0	0	1
ARSON ARREST	0	0	0	0	0	0	0	0	0	0	0	0	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2025

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
COUNTY CALLS	11	15	13	16	13	0	0	0	0	0	0	0	68
STRUCTURE FIRES:	1	1	1	3	0	0	0	0	0	0	0	0	6
Business	0	1	0	0	0	0	0	0	0	0	0	0	1
Residential	1	0	1	3	0	0	0	0	0	0	0	0	5
VEHICLE FIRES	1	2	2	0	1	0	0	0	0	0	0	0	6
GRASS / WOODS FIRES	6	5	2	0	1	0	0	0	0	0	0	0	14
REFUSE / TRASH FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	1	3	4	5	3	0	0	0	0	0	0	0	16
VEHICLE ACCIDENT w/Extrication	0	0	1	0	0	0	0	0	0	0	0	0	1
TECHNICAL RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0
LANDING ZONE SET-UP	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
POWERLINE EMERGENCIES	0	0	0	1	3	0	0	0	0	0	0	0	0
TREES DOWN	0	0	1	2	3	0	0	0	0	0	0	0	6
NATURAL/LPG GAS LEAK	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
CARBON MONOXIDE ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	1	0	1	0	1	0	0	0	0	0	0	0	3
EMS LIFT ASSIST	0	0	0	2	0	0	0	0	0	0	0	0	2
FALSE ALARM BUSINESS	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM RESIDENTIAL	0	2	0	0	0	0	0	0	0	0	0	0	2
TERRORISTIC THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	0	1	0	0	1	0	0	0	0	0	0	0	2
TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2025

Item 5.

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
TOTAL CALLS	38	36	32	51	46	0	0	0	0	0	87	0	290
ACTIVE MEMBERS (PAID / VOL.)	17	17	17	17	17	0	0	0	0	0	0	0	0
PAYROLL	\$1,120	\$400	\$850	\$300	\$291	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VOLUNTEER MAN HOURS	105	30	90	30	25	0	0	0	0	0	0	0	0
COST PER MAN HOUR	\$11.20	\$13.33	\$9.44	\$10.00	\$11.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FIREFIGHTER INJURIES	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
CIVILIAN INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN FATALITIES	1	0	0	0	0	0	0	0	0	0	0	0	0
MUTUAL AID GIVEN	1	7	3	2	2	0	0	0	0	0	0	0	0
MUTUAL AID RECEIVED	0	0	0	2	0	0	0	0	0	0	0	0	0
OUT OF COUNTY CALLS	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

Planning & Zoning Commission

Initial Report of Recommended Zoning Map Amendment for Certain Properties Bordered by MLK Jr. Blvd on East, Sycamore or Sycamore ROW on the West, W. Goliad Ave. on the North, and Burleson Ave. on the South

Background:

The stretch of properties between the above-described borders, consisting of 39 parcels and 13.13 acres, are currently all zoned to be in the M-Manufacturing, Warehousing, and Wholesaling District (M-District). When the zoning districts were first established in the 1980's, the M- District probably appeared to be the most appropriate district for this stretch of properties because the properties are parallel with the railroad. However, it appears that the M- District is no longer the most appropriate district for the entire stretch of properties because:

- (1) there appears to be little to no interest in commercial/manufacturing development in this area based on the fact that the majority of the parcels are vacant and not being used, only one parcel is being actively used in a manner consistent with the M- District (24942-106 W. Bell), and another parcel contains a large commercial building that is not in use (1170 – 105 W. Bell, but also borders Painter);
- (2) the City's infrastructure within and immediately surrounding this stretch of property was developed for residential use and can easily accommodate greater residential use but would be negatively affected by a greater amount of traffic, sewer and water use that would result from a significant increase in commercial/manufacturing uses; *(Note: See infrastructure reference on Attachment A, Excerpts from the City's Comprehensive Plan, Sec. 3.4.2 excerpt.)*
- (3) businesses now have the option to build in the unused areas of the Crockett Industrial Park, which was established in 2011 when that approximately 90-acre area was changed from R3, Multiple-Family Residential District, to the M-District, and which is an area that the City's infrastructure is intended to accommodate commercial/manufacturing use;
- (4) residential use is the greatest use of the parcels within this stretch that are not vacant, with the majority of the residential structures being older structures built before the zoning districts were established and which became a non-conforming land use when the properties were designated as being in the M-District; *(Note: Non-conforming use can be a hindrance to sale or improvement of the residential properties. The properties would no longer be a non-conforming land use if the parcels on which the houses are located are changed to R2-Two-Family Residential District [R2-District] or R3-Multiple-Family Residential District [R3-District]);*
- (5) there have been recent inquiries into developing some of the vacant property into residential use but the M-District zone does not permit the development of site-built residential dwellings; and
- (6) changing several of the vacant parcels from the M District to the R-2 District and R-3 District would permit by right the development on these parcels of diverse and affordable housing options, such as duplexes and fourplexes, which the City's Comprehensive Land-Use Plan strongly supports as indicated in Attachment A, Excerpts from the City's Comprehensive Plan Relating to Housing Development, which is hereby made a part of this report.

Planning & Zoning Commission

**Initial Report of Recommended Zoning Map Amendment
for Certain Properties Bordered by MLK Jr. Blvd on East, Sycamore or Sycamore ROW on the West,
W. Goliad Ave. on the North, and Burleson Ave. on the South**

The following is a more detailed breakdown of the current use and underutilization of these properties.

Current Use	# of Parcels	% of Parcels	# of Acres	% of Acreage
Vacant	23	59%	5.52	42.1%
Residential	12	31%	5.73	43.6%
Ag Use (residential could be added)	2	5%	0.77	5.9%
Active M District (heavy auto repair)	1	2.5%	0.18	1.4%
Inactive M District (large vacant commercial building; old John Deere manufacturing)	1	2.5%	0.93	7.1%
Total	39	100%	13.13	100%

Recommended Action:

City Council to vote to allow the Planning & Zoning Commission to hold a public hearing to consider input, as required by law, from properties owners that own the parcels within this stretch of property or that own property within 300 feet of these parcels, regarding the recommended change from M-Manufacturing to R2 or R3 for certain parcels within this stretch of property, as indicated on Attachment B, Proposed Zoning Changes by Parcel..., which is hereby made a part of this report, and for the Planning & Zoning Commission to then discuss the input received and vote in a closed hearing on whether to recommend such a change to City Council.

If the Planning & Zoning Commission votes to make such a recommendation to the City Council, the City Council would also hold a public hearing, as required by law, to allow another opportunity for input from the same property owners before then voting to approve or disapprove the Planning & Zoning Commission's recommendation.

Attachment A to Planning & Zoning Commission Report

Excerpts from the City's Comprehensive Plan relating to Housing Development (with Emphasis on Multifamily Housing Development)

1.2 Vision Statement. (pg. 1-2)

In 2030, Crockett will be an affordable home-town community that provides excellent services and attractive amenities. The City will be characterized by:

- Diverse housing opportunities affordable to and serving the needs of all segments of the population.

3.1 Housing Study - Highlights. (pg. 3-1)

City representatives and residents expressed a desire for additional affordable and multifamily housing in Crockett. The City should continue work with area foundations, the Public Housing Authority, large landowners, and regional developers to identify areas for new housing....

3.3 Housing Study – Inventory & Forecast (pg. 3-4)

- Residents would like to see an increase in housing development that will be attractive and truly affordable for current and future residents. Additional multifamily housing development could support this goal).
- Residents in Crockett recognize the prevalence of renting in their community and would like to see additional rental housing development that is affordable for residents from all segments of the population.

3.4.2 Developing More Diverse & Affordable Housing Options. (pg. 3-24)

Crockett residents expressed a desire for additional housing development to meet high demand for affordable and rental housing.

The City should pursue the following strategies that promote a variety of housing options, affordable for diverse incomes and stages of life: (a) Promote residential infill, especially multifamily housing....

One way to limit the need for increased infrastructure costs that result from growth is to encourage residential infill development on vacant, subdivided land within the corporate limits. (pg. 3-25)

Since existing infrastructures systems already serve these lots, new development would not require significant infrastructure expansion and would allow the City to focus on existing system maintenance and improvements. Development should be encouraged in areas identified as semi-developed that are not located in the 100-year Floodplain. Strategies to promote infill development and a map showing the location of developable properties ideal for infill development are found in Chapter 4: Land Use Study.

Attachment A to Planning & Zoning Commission Report

Excerpts from the City's Comprehensive Plan relating to Housing Development (with Emphasis on Multifamily Housing Development)

The City should also promote multifamily housing development. A study conducted by the Urban Land Institute (ULI) finds that multifamily housing:

- ✓ Is needed and preferred by many people at a variety of life stages (individuals, new families, empty-nesters, seniors, etc.);
- ✓ Is important to the economic vitality of the larger community;
- ✓ Can help minimize traffic congestion;

- ✓ Enables a community to provide housing that is affordable to a wider range of incomes;
and
- ✓ If well designed, (it) can be an attractive and compatible addition to the community.

Multifamily housing does not have to be exclusive to renters. Multifamily housing development could also provide an important alternative housing option for Crockett's potential homeowners as multifamily housing units, such as duplexes, are often (but not always) more affordable than single-family housing. (pg.3-25)

Attachment B to Planning Zoning Commission Report

Initial Proposed Zoning Change by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burleson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
--------	---------	--	-------	-------	---------------	-------------	-------------

Between W Goliad and Johnson - 13 Parcels, including Blk 1 of Depot Addition (Recommend changing all parcels to R-2)

29094	101 W Goliad		0.91	Robert and Jacquelyn Meadows	Crockett	Residential - Single Family Home, Year Built Unknown	R-2
28924	211 MLK		1.28	David L Burns	Same	Residential - Single Family Home, Year Built Unknown	R-2
16546	213 MLK		1.12	Confidential (Protected by State Law)	Confidential	Residential - Single Family Home, Year Built Unknown	R-2
6953	217 MLK		0.83	Samuel Angerstein c/o Timothy Ard	Same	Residential - Duplex or Duplex Converted to Single, Built 1940	R-2
2973	306 Sycamore		0.26	Morales Ruben Gil Jr c/o Ruben Morales Sr	Crockett	Vacant	R-2
4736	308 S Sycamore		0.15	Carter Roosevelt EST c/o Lenetha Carter	Crockett	Residential - Single Family Home, Year Built Unknown	R-2
3988	342 S Sycamore		0.18	Ryan G Carter	Crockett	Residential - Single Family Home, Year Built Unknown	R-2
13871	402 S Sycamore	Lot 9	0.29	Lenetha Carter and Thelma Burleson	Crockett	Residential - Single Family Home, Built 1936	R-2
1204	MLK (Lot 10 borders Sycamore)	Lot 10 & Lots 5-8 on MLK	0.46	Wiley Sean	Crockett	Vacant - Trailer / Ag Storage	R-2
1192	408 S Sycamore	Lots 11-14	0.29	James E & Deloise Berry	Crockett	Residential - Duplex, Built 1930	R-2
1203	219 MLK		0.31	Jordan Griffin	Cypress	Vacant	R-2
1195	MLK		0.75	Timothy Ard	Crockett	Vacant	R-2
462	MLK	Lots 1-4	0.31	Aundrea Simpson & Eugene Taylor	Crockett	Commercial Building currently used as barn, built 1940	R-2
			Acres: 7.14				

Item 7.

Attachment B to Planning Zoning Commission Report

Initial Proposed Zoning Change by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burluson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
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Between Johnson and W. Bell - 8 Parcels, including Block 2 of Depot Addition (Recommend changing parcels in north portion of this block close to Johnson to R-2 and keeping parcels in south portion of block close to W. Bell as M.)

7584	500 S Sycamore	N 1/2 Lots 13 & 14	0.09	Cecelia Gardner	Same	Vacant (Single Family Home Destroyed by Fire Summer of 2023)	R-2
9742	502 S Sycamore	S 1/2 Lots 13 & 14	0.09	Wiley Sean	Crockett	Residential - Single Family Home, Built 1920	R-2
1198	Johnson	Lots 11 & 12	0.18	Cecelia Gardner	Crockett	Vacant	R-2
24464	MLK	Lots 4-11	0.54	Aundrea L. Simpson	Crockett	Vacant	R-2
1171	110 W Bell	Lots 15 & 16	0.18	Rosie Washington	Crockett	Vacant	Remain M
24942	106 W Bell	Lots 17 & 18	0.18	Vincent Batts Sr	Crockett	Commercial Bldg - Heavy Auto Repair (Manufacturing Dist), Built 1960	Remain M
1202	MLK	Lot 3	0.08	Barbara Barton	Crockett	Vacant	Remain M
3048	W Bell	Lots 1 & 2	0.15	W D Collins Jr EST c/o Frances C Baker	Crockett	Vacant	Remain M
			Acres: 1.49				

Attachment B to Planning Zoning Commission Report

Initial Proposed Zoning Change by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burleson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
9150	109 W Bell	W Lots 7 & 8	0.22	Greater St Paul Baptist Church	Crockett	Vacant	Remain M or R-2
9168	107 W Bell	E Lots 7 & 8	0.15	Willie Z Lewis EST	Unknown	Residential - Single Family Home, Built 1936 (Will be recommending demolition to B&S)	Remain M or R-2
26046	S Sycamore	Lot 9	0.15	Wiley Sean	Crockett	Vacant	Remain M or R-2
1170	105 W Bell (borders Sycamore & MLK and W Bell & Painter)	Lots 3-6 & 10 & E 1/2 11 & 12	0.93	Wiley Sean	Crockett	Large Commercial Building on Lots 3-6, Year Built Unknown (old John Deere Equip location); Vacant on Lots 10-E 1/2 of 12 (MLK side)	Remain M or R-2
2900	618 S Sycamore	W 1/2 Lots 11 & 12	0.15	Clarck Family Trust c/o Jerald D Clark	San Diego, CA	Vacant	Remain M or R-2
1196	105 W Bell	Lots 1 & 2	0.31	Wiley Sean	Crockett	Vacant	Remain M or R-2
			Acres: 1.91				

Between W. Bell and Painter - 6 Parcels, including Block 3 of Depot Addition (Recommend keeping entire block as M unless property owners want to change to R-2.)

Attachment B to Planning Zoning Commission Report

Initial Proposed Zoning Change by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burlleson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
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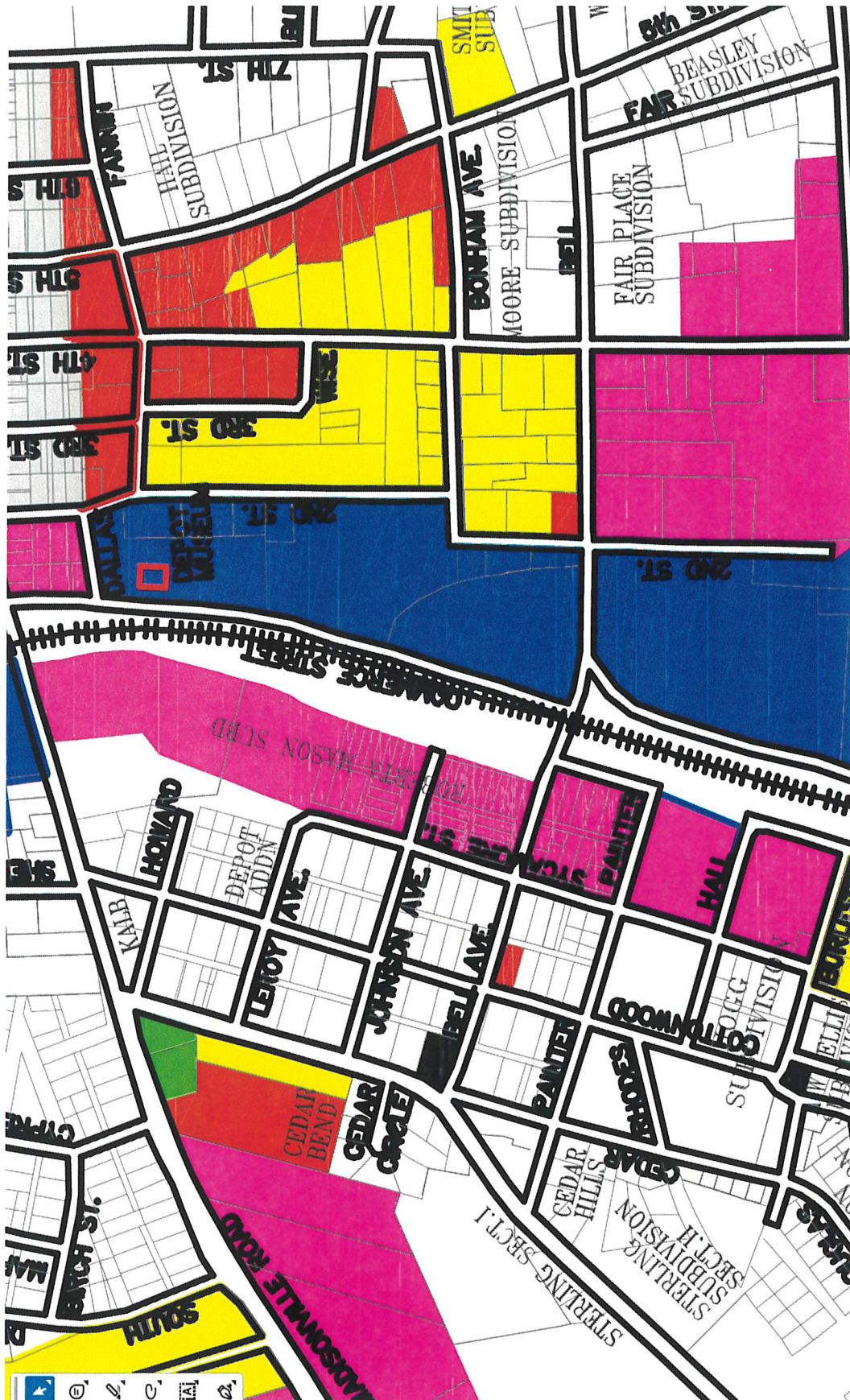
Between Painter and Hall - 1 Parcel (consists of entire block); Recommend Changing Entire Block to R-3

468	MLK		2.8	Arnold Cotton Co (under sales contract to Lee Barnes)	Crockett	Vacant (Buyer wants to build residential structures.)	R-3
			Acres: 2.80				

Between Hall and Burlleson - 11 Parcels; Recommend Changing Entire Block to R-3

6200	109 W Hall St		0.57	Joe E Houston	Missouri City, TX	Vacant	R-3
7097	806 Sycamore		0.13	Paul W Robbins	Crockett	Vacant	R-3
4763	808 Sycamore		0.25	Clarence W Jefferson & Gloria Baker	Cedar Hill, TX	Vacant	R-3
5718	808 Sycamore		0.09	Clarence W Jefferson & Gloria Baker	Cedar Hill, TX	Vacant	R-3
9427	810 Sycamore		0.11	Natural Concepts LLC	Austin, TX	Vacant	R-3
1941	108 Burlleson		0.20	Patricia Hatch Batts	Crockett	Residential - Mobile Home (SUP approved 2018)	R-3
8841	803 MLK		0.50	Cornelius Weaver	Tyler, TX	Vacant	R-3
35010	MLK		0.15	H C Langrum EST	Unknown	Vacant	R-3
35012	Burlleson		0.10	Williams Lipscomb & Willie Mae Jordan	Unknown	Vacant	R-3
10101	102 Burlleson		0.24	Kimberley A Soria	Crockett	Residential - Single Family Home, Year Built Unknown	R-3
11897	MLK		0.25	Albertine Jones EST	Crockett	Vacant	R-3
			Acres: 2.59				

Item 7.



RESOLUTION NO. R-06B-25

A RESOLUTION SUPPORTING CITY OF CROCKETT'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Crockett would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT THAT: The City of Crockett supports funding this project as described in the 2025 TA Detailed Application (including the planning activities, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, financing, management, adoption and implementation of completed planning documents. The City of Crockett is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of Crockett on the 16th day of June 2025.


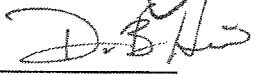


Dr. Ianthia Fisher
Mayor

ATTEST:

Mitzi Stefka
City Secretary

ATTENDANCE SHEET

Sealed Bid Opening June 10, 2025, 2:00 PM
VoTech Center Renovations - Phase 2

<u>NAME</u>	<u>COMPANY REPRESENTING</u>	<u>SIGNATURE</u>
JOSH FULLERTON	LANGESTON CONST.	
DON HILL	DON B HILL, ARCH, INC	
BUTCH CALVERT	City	
Lee Standley	City	
Neil Harris	City	NATERRIA L. HICKS



**DON B. HILL AIA
ARCHITECT, INC.**
106 CR 3271
Mineola, Texas 75773
(903) 569-5204 office
(903) 245-7650 cell
don.hill@dbh-architect.com.

May 15, 2025

Lee Standley
Assistant City Administrator
City of Crockett
200 North Fifth Street
Crockett, Texas 75835

RE: Construction Administration Services

Mr. Standley,

Thank you for selecting our firm to provide extended architectural services for the former Angelina College building (the Provalus project) located on the northeast corner of Loop 323 and State Highway 19 in Crockett, Texas. Below is a summary of our Construction Administration Services proposal.

SUMMARY OF PROPOSAL

PROVIDED: **Additional Architectural Services Required**
MEP Engineering beyond original project scope
Structural Engineering Services Required

Construction Administration Services-Bidding Phase
Preparing project bidding scope, filing plans for bidding.
Administration of the bidding process including preparing required addendums
And providing information regarding RFI requests
Administration of bid opening and analyzing bids for recommendation to owner
Support in negotiating and preparation of contract.
Securing proper insurance and bond certificate from contractor

Construction Administration Services-Construction Phase
Field observations during construction as needed-minimum once each month
Review of shop drawings and change order requests. Preparation of change orders
Review and approval of certificates of payment.
Providing information requested for construction related RFIs requested

Construction Administration Services-Construction Closeout Phase
Final Inspections including TAS inspection
Review of required contractor provided contract documents
Obtain "Certificate of Occupancy" permit

Items Not Included:
Energy audits and ComCheck reports required by city and state

FEES: Total Fee \$14,500.00 for above services

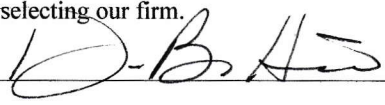
PAYMENT:

- 1.) fee earned for bidding phase \$ 4,500.00
- 2.) fee earned for construction phases \$ 10,000.00

Fees will be billed at finish of each phase and are due ten (10) days from invoice date

Thank you again for selecting our firm.

Don. B. Hill AIA
Architect



DATE May 15, 2025

City of Crockett _____ DATE _____

The Architect is required by Texas law to make the following statement:

The Texas Board Of Architectural Examiners ,P.O. Box 12337 , Austin , Texas 78711-2337 , or 333 Guadalupe , Suite 2-350 , Austin , Texas 78701-3942, (512)305-9000 , has jurisdiction over individuals licensed under the [Architect/Interior Designs ,Landscape Architects] Registration Law , Texas Civil Statues , Article 249.

6-10-25

Butch Calvert
 City of Crockett
 200 N 5th St Crockett, TX 75835

Re: HMGP Warning Sirens – Bids (Re-Bid)

As you are aware, bids for the above-referenced project were solicited and opened on 5-27-2025. A total of two (2) bids were received. See the following bid summary:

	CONTRACTOR	
	American Communications	Crockett Construction
TOTAL BASE BID	\$219,506.25	\$423,000.00
ALT BID 1	\$5,337.00	\$378,00.00
ALT BID 2	\$15,309.00	\$2,000.00

American Communications submitted the lowest bid for this project, however due to specifications within their proposal not meeting certain specs within the published plans, we recommend rejecting American Communications and recommend awarding the project to Crockett Construction. Bid items included Base Bid and two alternates. Crockett Construction bid for the Total Base Bid plus both alternates will be more than the funding available. We recommend the award of the Total Base Bid (\$423,000.00) for a total contract amount of \$423,000.00.

Below is a summary of feedback from references that we were able to contact:

References consistently described Crockett Construction as professional and easy to work with. They highlighted the company’s reliability and ability to clearly communicate. All references expressed satisfaction with the company’s performance and stated that they would work with Crockett Construction again if given the opportunity.

Sincerely,

Zachary Wilson
 Staff Engineer
 Schaumburg & Polk, Inc.

WPS2908 Eight Cell

WHELEN[®]
MANUFACTURED IN AMERICA

Mass Notification Warning Product

Whelen's mass notification WPS2900 series omni-directional voice product delivers clear, powerful voice communication.

System Features

- **WPS2908** – Eight omni-directional speaker cells assembled in a vertical column
- Three compartment (Type III) natural finish aluminum or stainless steel cabinet
- Speaker cell includes eight high efficiency 400 watt EZ-PULL™ speaker drivers
- 50' cable included
- Pole top mounting bracket included
- Public address and pre-recorded voice message capability
- AC temperature compensated "tri-mode" 10 amp battery charger
- Local or remote controls available
- Battery powered
- Eight power amplifiers
- Electronic controller
- Tone Generator
- Timer
- Local control push-buttons
- Battery switch
- **RDVM1G** – digital voice option, one hour of message recording time
- **SI TEST**®
- **SLIDEOUT**™ battery tray
- Lightning arrestor
- Six standard warning tones – Wail, Whoop, Alert, Attack, Hi-Lo, Airhorn

System Options

- **Solar option** – Two each 80 watt panels, with brackets and solar regulator
- **Batteries** – Four each Delco S2000 or Interstate Workaholic 31-MHD Batteries. Check Whelen's web site, www.whelen.com, for other recommended batteries
- **Microphone** – for use at the cabinet (locally) or at the control point (remotely)

Activation Controls

Our VHF and UHF radio narrow-band control packages feature Whelen protocol COMM/STAT™ and include the following:

- Radio
- Radio interface
- Tone squelch
- 2-3 dB gain omni-directional antenna with bracket
- 35' of RG58 antenna cable
- Polyphaser
- SI TEST
- Low battery alarm (two-way only)

Other features are dependent upon one or two-way controls. Whelen equipment can be interfaced with many different types of two-way radio communications products and systems, from ACE, MOSCAD and FSK.

The following is available as standard options. **BOLD BLUE** indicates the Whelen Model:

One-Way Controls:

- **AUXIN** – Auxilliary board for contact closure activation
- **D2030LL** – 10 digit DTMF Landline
- **D2030NV** – 10 digit DTMF VHF High-Band Narrow-Band
- **D2030NU** – 10 digit DTMF UHF Narrow-Band
- **WPS TT** – Two-tone sequential option (one-way radio package must be ordered from above options)

Two-Way Controls:

- **AUXCS** – Two-way contact closure activation and status board
- **C2030LL** – Two-way landline activation
- **C2030NV** – 10 digit DTMF VHF High-Band Narrow-Band
- **C2030NU** – 10 digit DTMF UHF Narrow-Band

Options:

- **FSKXMOD** – Converts one-way and two-way controls above to FSK format
- **STATUS** – Cabinet window LED status indicator
- **PGINT** – Paging interface
- **INTRUWPS** – Intrusion alarm

WPS2908 with optional VALERTR and Solar SBC280

Type III Electronic Cabinet





Base Bid

1. Mobilization, including but not limited to movement of personnel and equipment & supplies, cleanup of sites, all in accordance with the plans & specs: **\$10,000**

2. One-way radio activation, stationary omni-directional warning sirens, batteries with battery box and dual charger, and pole mounting hardware, 45' class ii wooden telephone poles or other engineer approved material. Includes but is not limited to providing or performing all shipping, hauling, excavation, backfill, concrete, electrical, personnel, and other miscellaneous items needed to provide, install, and test all equipment per the engineer's plans & specifications, and manufacture's specifications in order to provide a working system: **\$363,000**

3. Civil Defense & Fire (CD&F) radio decoder with lockable, weatherproof enclosure and antenna: **\$18,000**

4. Installation of automatic activation and weather monitoring system with min. 5 year parts and labor warranty. Including automatic siren activation with override, pc with monitor, emergency weather software, pc-to-radio interface, pc speakers, pc ups, programming, off-site configuration, and lifetime tech support. Includes, but is not limited to, providing or performing all hardware, software and programming, shipping, hauling, electrical, personnel, and other miscellaneous items in order to provide, install, and test all equipment per the plans, and manufacturer's specifications to provide a working system: **\$32,000**

Total base bid: \$423,000

Alternate bid item #2

1. Installation of central control station with CD&F report back decoder, CPU with windows CE program, touch screen, custom software, transceiver, cable, antenna, and printer. 6 upgraded decoders (two-way - would replace decoders in general bid item #3). Includes but is not limited to providing or performing all hardware, software and programming, shipping, hauling, electrical, personnel, and other miscellaneous items in order to provide, install, and test all equipment per the plans, specifications, and manufacture's specifications in order to provide a working system: **\$2,000**

Total Bid: \$425,000

A RESOLUTION OF THE CITY OF CROCKETT, TEXAS, ACKNOWLEDGING THE SATISFACTION OF CONDITIONS 1 AND 2 IN THE FEE SIMPLE DETERMINABLE CONDITION CONTAINED IN THE DEED TO A&A TEXAS CAPITAL, AND THE TAX ABATEMENT AND INCENTIVES AGREEMENT, AFFIRMING THE CITY’S INTENT NOT TO DISPUTE THE FULFILLMENT OF SAID CONDITIONS, AND DIRECTING THAT CONDITION 3 AND PARAGRAPH III (RECAPTURE FOR DEFAULT) BE STRICKEN FROM SAID DOCUMENTS.

WHEREAS, the City of Crockett, Texas conveyed certain real property to A&A Texas Capital by deed that included a fee simple determinable condition requiring fulfillment of three specified conditions in order for title to remain vested with A&A Texas Capital; and

WHEREAS, the same three conditions are also incorporated in the Tax Abatement and Incentive Agreement executed between the City and A&A Texas Capital, setting performance benchmarks for site acquisition, investment, and project development; and

WHEREAS, Condition 1 required commencement of construction of improvements on the Real Property within twelve (12) months following the effective date of the Agreement, and Condition 2 required demonstration through an audited fixed asset ledger of a capital investment of at least Three Million Six Hundred Thirty Thousand Dollars (\$3,630,000.00) within thirty-six (36) months; and

WHEREAS, the City has reviewed documentation and finds that A&A Texas Capital has satisfied both Conditions 1 and 2 through acquisition of the property, substantial site improvements, and capital expenditures exceeding the originally agreed investment thresholds; and

WHEREAS, Condition 3 requires that the Real Property be used exclusively for a functioning facility to manufacture materials which enhance the durability of wood products for a period of at least ten (10) consecutive years; and

WHEREAS, Paragraph III – Recapture for Default in the Tax Abatement and Incentive Agreement states that: *“If such default is the result of failure of Developer/Owner to use the Real Property exclusively for a functioning facility to manufacture materials that enhance the durability of wood products, for a period of at least ten (10) consecutive years, or the failure to maintain the full-time jobs described above for the period described above, the Real Property will automatically revert to and be owned by City without the necessity of any further act on the part of City.”*; and

WHEREAS, the City Council finds that Condition 3 and Paragraph III – Recapture for Default are overly restrictive and may inhibit A&A Texas Capital’s ability to obtain financing and continue investment in the community; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS:

SECTION 1. That the City of Crockett hereby acknowledges and determines that Conditions 1 and 2 of the fee simple determinable condition in the Deed and the Tax Abatement and Incentive Agreement with A&A Texas Capital have been fully satisfied.

RESOLUTION NO. R-06D-25

SECTION 2. That the City affirms its intent not to dispute, challenge, or otherwise call into question the satisfaction of Conditions 1 and 2, and provides this assurance for the benefit of A&A Texas Capital, its investors, and any financial institutions evaluating the project.

SECTION 3. That the City of Crockett desires and directs that Condition 3, which states: “3) *Use the Real Property exclusively for a functioning facility to manufacture materials which enhance the durability of wood products (the "Project"), for a period of at least ten (10) consecutive years,*” be stricken and removed from both the General Warranty Deed and the Tax Abatement and Incentive Agreement, and that this amendment be reflected through appropriate official documentation or recording action.

SECTION 4. That the City of Crockett further desires and directs that Paragraph III – Recapture for Default, which states: “*If such default is the result of failure of Developer/Owner to use the Real Property exclusively for a functioning facility to manufacture materials that enhance the durability of wood products, for a period of at least ten (10) consecutive years, or the failure to maintain the full-time jobs described above for the period described above, the Real Property will automatically revert to and be owned by City without the necessity of any further act on the part of City,*” be stricken and removed in its entirety from the Tax Abatement and Incentive Agreement.

SECTION 5. That this Resolution shall be made a matter of public record and shall take effect immediately upon adoption.

PASSED AND APPROVED this 16th day of June, 2025.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

**TAX ABATEMENT AND INCENTIVES AGREEMENT BETWEEN
THE CITY OF CROCKETT, TEXAS, HOUSTON COUNTY, TEXAS AND
A & A TEXAS CAPITAL, L.P.**

This Economic Development Agreement ("Agreement") is made and entered into between the City of Crockett, Texas ("City"), Houston County, Texas ("County") and A & A Texas Capital, L.P. ("Developer/Owner").

RECITALS

WHEREAS, City is authorized by Sec. 380.001 of the Texas Local Government Code to finance one or more economic development projects and by Sec. 312.204 of the Texas Tax Code to enter into tax abatement agreements; and

WHEREAS, County is authorized by Sec. 380.004 of the Texas Local Government Code to finance one or more economic development projects and to enter into tax abatement agreements; and

WHEREAS, Developer/Owner desires to establish a project ("Project") in the City of Crockett to manufacture materials which enhance the durability of wood products, and to create full-time primary jobs in the City of Crockett; and

WHEREAS, Developer/Owner has applied to City and County for economic development incentives to help defray a portion of the total costs of its creation of a facility to manufacture materials which enhance the durability of wood products; and

WHEREAS, City and County, in reliance upon Developer's/Owner's representations, desire to provide economic development incentives to induce Developer/Owner to proceed with the implementation of the Project;

NOW, THEREFORE, pursuant to Sections 380.001 and 380.004, of the Texas Local Government Code and 312.204 of the Texas Tax Code, as amended, City and County hereby establish a program to implement its incentives herein.

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein, the parties agree as follows:

I. Inducement by City and County. Developer/Owner anticipates a total capital investment in the Project of at least Three Million Six Hundred Thirty Thousand Dollars (\$3,630,000.00). Conditioned upon Developer's/Owner's representations as being true and correct and a minimum capital investment of Three Million Six

Hundred Thirty Thousand Dollars (\$3,630,000.00), City and County will provide the following economic development incentives.

As a condition to be entitled to the incentives, Developer/Owner must obtain conveyance of a 10.92 acres plus one acre (total 11.92) tract of land (the "Real Property") by warranty deed to Developer/Owner containing "Fee Simple Determinable Conditions". The Real Property, subject to the terms and conditions of this Agreement, is in the City of Crockett Industrial Park, and described in Exhibit "A" attached hereto and incorporated by reference.

The Fee Simple Determinable Conditions in the warranty deed will state that Developer/Owner shall 1) Commence construction of improvements on the Real Property within 12 months following the effective date of this Agreement; 2) Demonstrate through an audited fixed asset ledger a total capital investment in the Project of at least Three Million Six Hundred Thirty Thousand Dollars (\$3,630,000.00) in capital improvements within 36 months; ~~and 3) Use the Real Property exclusively for a functioning facility to manufacture materials which enhance the durability of wood products, for a period of at least ten (10) consecutive years.~~ If the Fee Simple Determinable Conditions are not satisfied, provided that no acts of force majeure prevent or delay the Project, the Real Property will automatically revert to and be owned by Crockett Economic and Industrial Development Corporation (CEIDC) without the necessity of any further act on the part of Crockett Economic and Industrial Development Corporation (CEIDC).

This contract between the City of Crockett, Houston County, Texas and A & A Texas Capital, L.P. sets out an agreement for tax abatement. The terms of the agreement and the property subject to the agreement meet applicable guidelines and criteria adopted by the City Council and Commissioners Court.

ABATEMENT INFORMATION:

Minimum amount of investment by the Developer/Owner:

Developer/Owner agrees to invest a minimum of \$3,630,000.00 over the time frame outlined in this agreement.

Base Year value:

*Current value of real property and existing improvements, prior to construction is: 10.92 acre parcel, \$129,710 and 1 acre parcel, \$55,580.

**Estimated investment value that will qualify for abatement is: \$3,630,000.00.

*See attached confirmation of appraised value from the Houston County Appraisal District.

**Must exceed minimum requirements of \$250,000.00 appraised ad valorem value, as established in the Guideline Statement on Tax Phase-in for Selected Commercial Enterprises.

ABATEMENT PERIOD:

This abatement agreement will be effective on the 24th day of October, 2023.

This abatement agreement will terminate on the 24th day of October, 2033. The term of the abatement covers ten (10) tax periods.

Estimated value to be abated each year:

Year	%	Net City Taxes Abated	Net County Taxes Abated
1	100	\$15,534	\$10,823
2	100	\$20,950	\$14,597
3	100	\$25,354	\$17,665
4	100	\$25,679	\$17,892
5	100	\$26,014	\$18,125
6	100	\$26,359	\$18,366
7	80	\$21,371	\$14,891
8	60	\$16,248	\$11,321
9	40	\$10,983	\$ 7,652
10	20	\$ 5,569	\$ 3,880

The valuation on which the percent of tax abatement is to be calculated each year shall be the full amount of the valuation of eligible property as determined by the Houston County Tax Appraisal District.

INCENTIVES:

City agrees to pay the sum of Twenty One Thousand Six Hundred Dollars (\$21,600.00) to Developer/Owner no later than thirty (30) days after this agreement is executed by all parties to the agreement.

JOBS:

A. To be eligible for the incentives specified in this agreement, Developer/Owner must employ new primary jobs in Crockett, Texas, no later than 36 months from effective date, such new primary jobs to be employed continuously from the date of hire for at least five (5) years, and the total annual salary for new primary jobs shall be no less than Seven Hundred Sixty Two Thousand Nine Hundred Thirty Four Dollars (\$762, 934.00)

“Primary job” is defined by Section 501.002 of the Texas Local Government Code as a job that is “...available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national or international markets infusing new dollars into the local economy...” and meets one of certain enumerated sector numbers of the North American Industry Classification System. For the purpose of this agreement, a primary job shall be represented by a forty (40) hour work week, fifty (50) weeks per year. Any job of less than forty (40) hours per week, fifty (50) weeks per year, shall be considered part time and not a primary job. For purposes of this agreement, the minimum average salary for the primary jobs must be at least Twenty Five Thousand Dollars (\$25,000.00) per year, and the minimum average hourly wage for the primary jobs must be at least Twelve Dollars and Two Cents (\$12.02) per hour.

B. Developer/Owner agrees to furnish City and County with quarterly reports, certifying employment figures at the facility. The reports will consist of such filings of employee earnings as are required to be filed with the State Comptroller’s Office and/or the IRS, or as determined by City and County. All reports are due to City and County no later than thirty (30) days from the date filed with the state or federal agency or requested by City and County.

Full Time Equivalent Jobs	Number	Annual Payroll
New	29, or	\$762,934.00

Job creation shall be completed by October 24, 2026 and retained through October 24, 2033.

FACILITY USAGE:

The facility shall be used as a factory manufacturing materials which enhance the durability of wood products.

PROJECTED DATES:

Time schedule for undertaking and completing the planned improvement: Construction will begin the 4th quarter of 2023 and be

completed by the third quarter of 2026

IMPROVEMENTS LIST & NATURE OF CONSTRUCTION:

The business intends to construct a 20,000 square foot factory and a 6,500 square foot office building.

This facility will include

1. Warehouse
2. Glass kiln and fiberizer
3. Liquid tank farm
4. Offices

SPECIAL CONDITIONS:

The Developer/Owner must provide access to and authorize inspection of the property by City and County officials and employees to ensure that the improvements are made according to the specifications and conditions of the agreement and specifically limit the use of the property consistent with the general purpose of encouraging development of the Enterprise Zone during the period the property tax exemptions are in effect. Developer/Owner is required to annually certify to the City Council and Commissioners Court that it is in compliance with each applicable term of the agreement.

DOCUMENTATION:

Developer/Owner does hereby agree to comply with the program requirements including but not limited to providing state tax filings on employment for the same period. This will be used to verify job creation numbers.

This will be required each quarter during the abatement period.

DEED RESTRICTION AND ENVIRONMENTAL COMPLIANCE:

The project shall comply with deed restrictions as set forth by any applicable entity and/or the City of Crockett. The project shall be approved by the appropriate local agency and operate in complete and total compliance with applicable local, state, and federal regulations and environmental guidelines.

RECAPTURE:

1. In the event the project is completed and Developer/Owner begins producing the product, but subsequently discontinues producing the product for any reason except fire, explosion or other casualty or accident or natural disaster, for a period of more than one (1) year during the contract period, then the agreement shall terminate and so shall the eligible programs. The taxes for that entire calendar year including the abated and unabated portion shall be paid to each affected entity within the County within sixty (60) days from the date of termination.
2. Should the City or County determine that the Developer/Owner is in default according to the terms and conditions of its agreement, the City or County shall notify the Developer/Owner in writing at the address stated in the agreement, and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), the agreement shall be terminated.
3. In the event that the Developer/Owner:
 - a) Allows its ad valorem taxes owed the City, County or an affected jurisdiction to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
 - b) Violates any of the terms and conditions of the abatement agreement and fails to cure same during the Cure Period;

this agreement shall be terminated or modified by City and County and all taxes and incentive agreements previously abated and/or awarded by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

ASSIGNMENT

1. This Tax Abatement and Incentives Agreement may be transferred and assigned by the Developer/Owner to a new owner or lessee of the same facility upon the approval by resolution of the City Council of the City of Crockett and Houston County, subject to the financial capability of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the

City and County.

2. The contractual agreement with the new owner or lessee shall not exceed the termination date of the abatement agreement with the original owner and/or lessee.
3. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any affected jurisdiction or taxing entity for outstanding taxes or other obligation.

If this agreement has omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of this agreement.

II. Performance by Developer/Owner

- a. **Capital Investment.** Developer/Owner represents that a minimum capital investment of Three Million Six Hundred Thirty Thousand Dollars (\$3,630,000.00) is anticipated to be made in the Project, subject to the terms and conditions of this Agreement, prior to the commencement of production at the facility.
- b. **Construction Commencement Date.** Construction by Developer/Owner of the facility shall commence on or before October 24, 2023, provided that no acts of force majeure prevent or delay the start of construction.
- c. **Employment.** Developer/Owner, represents that it will, before the end of the first year after commencement of production, employ not less than twenty-one (21) full-time employees, or salary of \$552,470.00 and that twenty-nine (29) full-time employees will be employed within three (3) years or salary of \$762, 934 following commencement of production. The obligation to maintain 29 full-time employees or minimum salary shall apply for the balance of ten (10) consecutive years.

~~III. Recapture for Default. If such default is the result of failure of Developer/Owner to use the Real Property exclusively for a functioning facility to manufacture materials that enhance the durability of wood products, for a period of at least ten (10) consecutive years, or the failure to maintain the full-time jobs described above for the period described above, the Real Property~~

~~will automatically revert to and be owned by City without the necessity of any further act on the part of City.~~

IV. Entire Agreement. This Agreement contains the entire agreement between City, County and Developer/Owner with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by City, County and Developer/Owner.

V. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Developer/Owner may assign all or part of its rights and obligations hereunder only upon prior written approval of City and County, which approval shall not be unreasonably withheld or delayed.

VI. Notices. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter.

Developer/Owner: A & A Texas Capital, L.P.
1910 SE Loop 304
Crockett, Texas 75835

City: City of Crockett, Texas
200 N. Fifth St.
Crockett, Texas 75835
ATTN: John Angerstein

County: Houston County, Texas
401 E. Goliad, Ste. 201
Crockett, Texas 75835
ATTN: County Judge

VII. Applicable Law. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive jurisdiction and venue for any cause of action, claim, dispute, or legal proceeding arising out of this Agreement shall lie in the State District Courts of Houston County, Texas.

VIII. Severability. In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be effected thereby, and it is also the intention of the parties to

this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable clause or provision.

IX. Counterparts. If this Agreement is executed in multiple counterparts, all counterparts taken together constitute this Agreement. Copies of signatures to this Agreement are effective as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24TH day of October, 2023.

CITY OF CROCKETT, TEXAS

BY: _____
DR. IANTHIA FISHER, MAYOR

ATTEST:

MITZI STEFKA, CITY SECRETARY

HOUSTON COUNTY, TEXAS

BY: _____
JIM LOVELL, COUNTY JUDGE

ATTEST:

TERRI MEADOWS, COUNTY CLERK

A & A TEXAS CAPITAL, L.P.

BY: _____

General Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: October 3, 2023

GRANTOR: Crockett Economic and Industrial Development Corporation

GRANTOR'S MAILING ADDRESS: 1100 Edmiston Drive, Crockett, Texas 75835

GRANTEE: A & A Texas Capital, L.P.

GRANTEE'S MAILING ADDRESS: 5415 Lawndale St. #9039, Houston, TX 77023

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Real Property: 10.919 acre tract more fully described in Exhibit "A" and 1 acre tract described in Exhibit "B" attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Any and all restrictions, covenants, conditions, easements and all outstanding mineral reservations and/or conveyances, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Fee Simple Determinable Conditions:

Grantee shall 1) Commence construction of improvements on the Real Property within 12 months following the date of this Deed; 2) Demonstrate through an audited fixed asset ledger a total capital investment in the Project of at least Three Million Six Hundred Thirty Thousand Dollars (\$3,630,000.00) in capital improvements within 36 months from the date of this Deed; ~~and 3) Use the Real Property exclusively for a functioning facility to manufacture materials which enhance the durability of wood products (the "Project"), for a period of at least ten (10) consecutive years (the "Fee Simple Determinable Conditions").~~ If the Fee Simple Determinable Conditions are not satisfied, provided that no acts of force majeure prevent or delay the Project, the Real Property will automatically revert to and be owned by Crockett Economic and Industrial Development Corporation (CEIDC) without the necessity of any further act on the part of Crockett Economic and Industrial Development Corporation (CEIDC).

Grantor, for the Consideration and subject to the Reservations from Conveyance, the Exceptions from Conveyance and Warranty and the Fee Simple Determinable Conditions, grants, sells, and conveys to Grantee the Real Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance, Exceptions from Conveyance and Warranty and the Fee Simple Determinable Conditions.

When the context requires, singular nouns and pronouns include the plural.

CROCKETT ECONOMIC AND INDUSTRIAL
DEVELOPMENT CORPORATION

By: _____
DR. IANTHIA FISHER,
PRESIDENT

THE STATE OF TEXAS *

COUNTY OF HOUSTON *

This instrument was acknowledged before me by Dr. Ianthia Fisher, President, by and on behalf of said entity, this __ day of _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

**RESOLUTION OF CITY OF CROCKETT COUNCIL CONCERNING
GROUNDWATER WITHDRAWAL APPLICATIONS BY REDTOWN
RANCH HOLDINGS LLC AND PINE BLISS LLC**

WHEREAS, the City of Crockett, with a population of approximately 6,500 residents, owning its own public water system comprised of groundwater and surface water which provides water to industrial, commercial, and residential households that depend on reliable groundwater from the Carrizo and Wilcox Aquifers; and

WHEREAS, the City of Crockett is in close proximity to the jurisdiction of the Neches and Trinity Valleys Groundwater Conservation District (NTVGCD), which is charged under Chapter 36 of the Texas Water Code with regulating groundwater withdrawal to preserve aquifer conditions, ensure equitable use, and protect public resources; and

WHEREAS, Redtown Ranch Holdings LLC and Pine Bliss LLC have submitted applications to the Neches and Trinity Valleys Groundwater Conservation District (NTVGCD) to withdraw a combined 48,972 acre-feet per year, approximately 15.96 billion gallons, from the Upper and Middle Wilcox, Carrizo and/or Queen City Aquifers; and

WHEREAS, the applications reference approximately 54 wells, including

- 21 wells in Anderson County (Redtown Ranch LLC),
- 11 wells in Houston County (Redtown Ranch LLC, outside NTVGCD jurisdiction but located within the same contiguous project area and aquifer system),
- 22 wells in Henderson County (Pine Bliss LLC); and

WHEREAS, the stated use of water in the applications is “for all beneficial purposes,” which fails to meet the specificity required by Texas Water Code and NTVGCD rules, introducing uncertainty regarding the project’s public benefit, environmental impact, and compliance with groundwater conservation standards; and

WHEREAS, the requested withdrawal volume significantly exceeds the Modeled Available Groundwater (MAG) for Anderson County, exceeds the MAG for Henderson County, and approaches the total MAG for the entire three-county jurisdiction of NTVGCD, thereby undermining the District’s ability to meet its Desired Future Conditions (DFC) as adopted through Groundwater Management Area 11;

WHEREAS, the requested volume, geographic scope, and absence of detailed conservation, mitigation, or aquifer impact studies raise significant concerns for long-term groundwater availability, landowner equity, and compliance with NTVGCD’s own rules on administrative completeness, hydrogeological documentation, cumulative impacts, and protection of existing users; and

WHEREAS, excessive drawdown from this scale of groundwater could pose risks to existing water users in Houston County, the City of Crockett’s own public water supply system, and other public water supply systems, domestic well owners, and agricultural operations, and may negatively impact the Trinity River, which forms a large portion of Houston County’s boundary and depends on groundwater baseflow to support aquatic ecosystems and surface water users, and may negatively impact the Little Elkhart Creek

which is the primary tributary to the Houston County Lake from which the City of Crockett derives its surface water from; and

WHEREAS, the size, ambiguity, and potential regional impact of the proposed project warrants full and transparent scrutiny on behalf of current and future City of Crockett residents;

WHEREAS, the City of Crockett has interconnects with Consolidated Water Supply Corporation, which is a Water User Group (WUG) recognized in the NTVGCD's Management Plan, and the unmitigated scale of the proposed withdrawals may pose significant adverse impacts to this user; and

WHEREAS, the size, ambiguity, and potential regional impacts of this application merit a full and transparent public review, not just for the City of Crockett, but for Houston County, and for neighboring counties that may experience impacts due to regional aquifer drawdown, including Henderson, Cherokee, Anderson, and Leon Counties;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Crockett formally requests a contested case hearing on the applications submitted by Redtown Ranch Holdings LLC and Pine Bliss LLC and to be granted standing as a party in opposition to the applications as an adversely affected party under Chapter 36 of the Texas Water Code;
2. The City of Crockett finds that the referenced applications:
 - Fail to adequately define the proposed use and destination of water;
 - Propose withdrawals which exceed the Modeled Available Groundwater for the region and directly threaten the ability of the Neches and Trinity Valleys GCD to meet the Desired Future Conditions of the aquifers, as mandated by the Texas Water Code and the District's Management Plan;
 - Fragment the project scope by omitting cumulative analysis across at least 54 wells;
 - Risk adverse effects on existing users and the natural hydrologic systems within Houston, Anderson, Henderson, Cherokee and Leon Counties.
3. The City Administrator is authorized to submit written comments, testify at hearings, and represent the City of Crockett in any administrative or legal proceedings related to these applications;
4. The City Administrator will continue working with Houston County, nearby counties, water suppliers, environmental groups, and elected officials to protect the city's natural resources. The City may also seek legal counsel, consult with engineering and hydrology experts, and pursue legal, regulatory, or legislative actions to ensure long-term environmental protection and water security for our city.

PASSED AND ADOPTED this 16 day of June, 2025.

Dr. Ianthia Fisher, Mayor
City of Crockett

ATTEST:

Mitzi Stefka, City Secretary