



# CITY COUNCIL AGENDA

Monday, March 27, 2023 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

Gene Caldwell, 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, MARCH 27, 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.)*

## APPROVAL OF MINUTES

1. REGULAR SESSION: MARCH 6, 2023

## REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR FEBRUARY 2023

## BUSINESS

3. PRESENTATION / DISCUSSION / ACCEPTANCE OF FISCAL YEAR 2022 FINANCIAL AUDIT
4. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS APPOINTING THE ELECTION OFFICIALS FOR THE MAY 6, 2023 GENERAL ELECTION, SETTING THE RATE OF PAY FOR THE ELECTION OFFICIALS, THE MAXIMUM NUMBER OF ELECTION CLERKS FOR THE POLLING PLACE AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD
5. CONSIDER AND APPROVE DESIGNATION OF DEPUTY EARLY VOTING CLERKS
6. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, SELECTING A GRANT WRITER/ADMINISTRATOR TO ASSIST THE CITY WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING AND ADMINISTRATION OF A CONTRACT, IF AWARDED, FROM THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) FOR THE TEXAS COMMUNITY BLOCK GRANT PROGRAM – DOWNTOWN REVITALIZATION PROGRAM FUND (CDBG-DRP)
7. DISCUSSION REGARDING OUTSOURCING BUILDING PLAN REVIEWS, PERMITS AND INSPECTIONS
8. PRESENTATION OF KEEP TEXAS BEAUTIFUL PROGRAM AND CONSIDER AND APPROVE A "KEEP CROCKETT BEAUTIFUL" APPLICATION
9. CONSIDER AND APPROVE AGREEMENT WITH RETAIL STRATEGIES, LLC FOR DOWNTOWN STRATEGIES WORKSHOP, MARKET ANALYSIS, AND DOWNTOWN STRATEGIC PLAN

**EXECUTIVE SESSION**

- 10. GOV. CODE 551.074 - PERSONNEL MATTERS. CONSIDER ANNUAL PERFORMANCE EVALUATION OF CITY ADMINISTRATOR

**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 March 27, 2023 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on March 23, 2023 at 4:00 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 \_\_\_\_\_, 2023. \_\_\_\_\_ Title \_\_\_\_\_

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 6<sup>th</sup> DAY OF MARCH 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, GENE CALDWELL, DARRELL JONES, ERNEST JACKSON & MIKE MARSH. CITY OFFICIALS PRESENT: CITY SECRETARY MITZI STEFKA, CITY ADMINISTRATOR JOHN ANGERSTEIN, FIRE CHIEF JASON FRIZZELL AND POLICE CHIEF CLAYTON SMITH. MARQUITA BEASLEY NOT PRESENT.

#### 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.)*

- Natrenia Hicks – Concerns about CEIDC and allocation of ARPA funds.
- James Henry – Request to extend Friday curfew.
- Council member Caldwell – Ethical election campaign behavior

#### 1. APPROVAL OF MINUTES: SPECIAL SESSION - JANUARY 23, 2023 AND REGULAR SESSION - FEBRUARY 6, 2023

Mayor Pro Tem Marsh made a motion to approve the minutes of the January 23, 2023 Special Session and the February 6, 2023 Regular Session. Council member Jackson seconded the motion. Motion passes 4-0.

#### 2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR JANUARY 2023

Chief Smith reported for the month of January 2023: 15 total manpower, 2,348 total manpower hours, 502 total calls and 15 total accidents.

#### 3. PRESENTATION OF ANNUAL RACIAL PROFILING REPORT

Chief Smith presented the Annual Racial Profiling Report for 2022.

#### 4. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR JANUARY AND FEBRUARY 2023

Chief Frizzell reported for the month of January 2023: 45 total calls and 1 structure fire; for February 2023: 45 total calls.

5. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF CITY OF CROCKETT, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Council member Jones made a motion to approve a resolution authorizing the City Administrator and the Mayor as signatories for the 2023 Community Development Block Grant Program. Council member Jackson seconded the motion. Motion passes 4-0.

6. CONSIDER AND APPROVE AWARDED BIDS FOR SWIMMING POOL CONCRETE DECKING, FENCING AND LIGHTING

Mr. Angerstein presented the bid proposals received for the swimming pool project:

- Fencing
  - Crockett Fencing - \$79,500
  - Tommy's Welding - \$79,206
  - Shoemake Welding - \$55,000
- Concrete Decking
  - Shoemake Welding - \$80,000
  - A1 Concrete - \$84,015
- Lighting
  - Holbrook Electric - \$51,400

Mayor Pro Tem Marsh made a motion to award the bids for fencing and concrete decking to Shoemake Welding and award the bid for lighting to Holbrook Electric. Council member Caldwell seconded the motion. Motion passes 4-0

7. CONSIDER AND APPROVE WAIVING UTILITY LATE FEES FOR THE MARCH 2023 BILLING PERIOD

Mr. Angerstein explained that due to issues with our software migration project, some residents received their most recent utility bills later than usual and requested that late fees be waived for the March billing period. Council member Caldwell made a motion to waive late fees for the March billing period. Council member Jones seconded the motion. Motion passes 4-0.

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

After some discussion, Council member Jackson made a motion to approve payment of invoices from Crockett Economic and Industrial Development Corporation. Council member Jones seconded the motion. Motion passes 4-0.

9. CONSIDER AND APPROVE LEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND CROCKETT ECONOMIC AND DEVELOPMENT CORPORATION FOR OFFICE SPACE IN TECH CENTER AT 1505 SOUTH 4TH STREET

Mr. Angerstein explained that CEIDC had replied to a Request for Proposals from Texas Workforce Commission and their proposal had been accepted. Acceptance of the proposal is a legally binding agreement. Council member Caldwell and Mayor Pro Tem Marsh expressed concerns about the length and financial terms of the proposal. Council member Jackson made a motion to continue the negotiations with Texas Workforce Commission and bring the issue back to council when complete. Council member Jones seconded the motion. Motion passes 3-2 with Mayor Fisher casting the tie breaking vote. Mayor Pro Tem Marsh and Council member Caldwell voted against the motion.

10. EXECUTIVE SESSION - GOV. CODE 551.074 – PERSONNEL MATTERS. CONSIDER ANNUAL PERFORMANCE EVALUATION OF POLICE CHIEF AND FIRE CHIEF

11. Mayor Fisher stated council would convene into Executive Session per: Gov. Code Section 551.074 – Personnel Matters. Consider Annual Performance Evaluation of Police Chief and Fire Chief. Time was 6:41 P.M.

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

Mayor Fisher reconvened the meeting into open session. Time was 7:51 P.M.

Mayor Pro Tem Marsh made a motion to accept the performance evaluations as favorable and to authorize Mr. Angerstein to conduct a salary survey of cities our size to look at salaries. Council member Jones seconded the motion. Motion passes 4-0.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:52 P.M.

\_\_\_\_\_  
Dr. Ianthia Fisher, Mayor

ATTEST:

\_\_\_\_\_  
Mitzi Stefka, City Secretary



City of Crockett  
**POLICE DEPARTMENT**

COURTESY  
PROTECTION  
DEDICATION

Item 2.

CROCKETT, TEXAS 75835

936-544-2021 \* 200 NORTH FIFTH STREET

**CHIEF OF POLICE**  
*Clayton Smith*

**Mayor**  
*Dr. Ianthia Flsher*

**February 2023**

Manpower: 15

Manpower Hours: 2334

Calls: 346

Accidents: 6

Arrests: 49

Traffic: 516

Reports: 68

Alarm Calls: 24

False Alarms: 18

No Fault Alarms: 6

Assault: 4

Burglary: 0

Criminal Mischief: 2

Criminal Trespass: 6

Disorderly Conduct: 2

Driving While Intoxicated: 1

Forgery: 0

Possession of Controlled Substance: 9

Possession of Drug Paraphernalia: 4

Possession of Marijuana: 8

Public Intoxication: 3

Resisting Arrest: 2

Theft: 6

Unlawful Possession of Firearm: 2

Unauthorized use of Motor Vehicle: 1

Miscellaneous Offenses: 46

Comments: REPORTING PERIOD: FEBRUARY 1-28, 2023 MISCELLANEOUS OFFENSES INCLUDES 10 WARRANT SERVICES.

**RESOLUTION NO. R-03B-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS APPOINTING THE ELECTION OFFICIALS FOR THE MAY 6, 2023 GENERAL ELECTION, SETTING THE RATE OF PAY FOR THE ELECTION OFFICIALS, THE MAXIMUM NUMBER OF ELECTION CLERKS FOR THE POLLING PLACE AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD**

**WHEREAS**, on February 6, 2023 the City Council of the City of Crockett, Houston County, Texas ordered an election to be held on Saturday, May 6, 2023, for the purpose of electing two (2) members of the City Council, being Precincts 1 and 2 and for the at large position of Mayor.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS, THAT:**

**Section 1.** The Election Judges to serve at the polling place of such election shall be and are hereby appointed as follows:

Precinct #1: All Saint's Episcopal Church Annex

Election Judge:	David Minchew, 200 North 9 <sup>th</sup> St., Crockett, TX
Alternate Judge:	Cathy Minchew, 200 North 9 <sup>th</sup> St., Crockett, TX

Precinct #2: St. Francis Parish Hall

Election Judge:	Debra Holt, 1410 N. 4 <sup>th</sup> St., Crockett, TX
Alternate Judge:	Lael Lewis, 302 N. 7 <sup>th</sup> St., Crockett, TX

Precinct #3: Crockett High School

Election Judge:	Paulette McClelland, 409 South 4 <sup>th</sup> St, Crockett, TX
Alternate Judge:	Opal Woolbright, 202 Walnut, Crockett, TX

Precinct #4: Crockett Administration Building

Election Judge:	Amanda Evans, 1510 E. Loop 304, Crockett, TX
Alternate Judge:	Gloria Davis, 116 Sowescor, Crockett, TX

Precinct #5: Crockett Sr. Citizen Center

Election Judge:	Bill Holcomb, 1001 E. Goliad, Crockett, TX
Alternate Judge:	James Berry, 1416 Hooks St., Crockett, TX

**Section 2.** In accordance with Section 32.091 of the Texas Election Code, the judges will be paid \$18 per hour and the clerks shall be paid at the rate of \$16 per hour and the election judge shall receive an additional \$25 for delivery of the returns of the election.

**Section 3.** There shall be a maximum of three clerks at each polling place, which includes one alternate judge.

**Section 4.** In accordance with Section 87.002 of the Texas Election Code, Jim Tom Ainsworth, Barbara Minton and clerk shall serve as the Early Voting Board to count the ballots received in early voting at City Hall, 200 North 5<sup>th</sup> Street.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS, ON THIS THE 27<sup>th</sup> DAY OF MARCH 2023.**

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Dr. Ianthia Fisher, Mayor  
City of Crockett

ATTEST:

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Mitzi Stefka, City Secretary



**CITY OF CROCKETT****DESIGNATION OF DEPUTY EARLY VOTING CLERK**

**I, Mitzi Stefka, the early voting clerk for the May 6, 2023 Election conducted by the City of Crockett, do hereby designate the following persons as Deputy Early Voting clerks for the above-named Election. The named persons are hereby authorized to perform any duties which are assigned by me in the performance of conducting early voting.**

**Names of Deputy Early Voting Clerks:**

**Selena Eleby**

**John Angerstein**

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**Early Voting Clerk Signature**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, SELECTING A GRANT WRITER/ADMINISTRATOR TO ASSIST THE CITY WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING AND ADMINISTRATION OF A CONTRACT, IF AWARDED, FROM THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) FOR THE TEXAS COMMUNITY BLOCK GRANT PROGRAM – DOWNTOWN REVITALIZATION PROGRAM FUND (CDBG-DRP)**

**WHEREAS**, certain conditions exist which represent a threat to the public health and safety; and

**WHEREAS**, the City of Crockett desires assistance in application preparation and, if awarded, the subsequent implementation and administration of the funding from the Texas Department of Agriculture (TDA) Texas Community Development Block Grant – Downtown Revitalization Program Fund (CDBG-DRP); and

**WHEREAS**, the City of Crockett has sought proposals from administrative consultants for Application Preparation and Project Administration; and,

**WHEREAS**, the City of Crockett performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200; and,

**WHEREAS**, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers.

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

SECTION 1. The City Council has reviewed and hereby formally selects the firm of:

*Traylor & Associates, Inc as the administrative consultant for application preparation, project administration and project-related management services, if awarded, for funding from the Texas Department of Agriculture (TDA) Texas Community Development Block Grant – Downtown Revitalization Program Fund (CDBG-DRP).*

**PASSED AND APPROVED** BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, on this 27th day of March, 2023.

\_\_\_\_\_  
Dr. Ianthia Fisher, Mayor

ATTEST:

\_\_\_\_\_  
Mitzi Stefka, City Secretary

Subject Property- 1500sqft new build	Crockett (Current)	Madisonville	Boerne	Suggested
<b>Building Permit</b>				
New Construction/ Remodel	.10 per sqft= \$150	.41 per sqft= \$615	.36 per sqft= \$540	.40 per sqft= \$600
Open Structure	.08 per sqft	.20 per sqft	NA	.15 per sqft
Minimum Permit Fee	\$25.00	\$50.00	\$50.00	\$50.00
<b>Electrical/ Mechanical Permit</b>				
Temp Pole or 1 time Electrical Only	\$50.00	\$120.00	\$140.00	\$120.00
Remodeling Or Additions to Existing Structure	\$50.00	\$150.00	\$150.00	\$150.00
New Residential or New Non-Commercial Building Install	\$50.00	\$150.00	\$150.00	\$150.00
New Commercial Install	\$50.00	\$250.00	\$200.00	\$200.00
<b>Plumbing Permit</b>				
Field Lines	\$50.00	\$75.00	\$80.00	\$120.00
Remodeling and Additions	\$50 per inspection	\$120 per inspection	\$150 per inspection	\$150 flat
Complete House or New Non Commercial Building	\$50 per inspection	\$120 per inspection	\$150 per inspection	\$150 flat
New Commercial Install	\$70 per inspection	\$225 per inspection	\$250 per inspection	\$225 flat
Sprinkler System for Building- Fire	\$50.00	\$75.00	\$30.00	\$75.00
Sprinkler System Lawn	\$50.00	\$75.00	\$30.00	\$75.00
<b>Gas Permit</b>				
Field Lines	\$50.00	\$75.00	\$80.00	\$120.00
New Non Commercial Building	\$50.00	\$75.00	\$80.00	\$120.00
Commercial Building	\$70.00	\$150.00	\$160.00	\$150.00
<b>Miscellaneous Permit</b>				
Demolition	NA	\$50.00	\$50.00	\$75.00
Fence Construction/ Repair	\$50.00	\$50.00	\$30.00	\$120.00
House Moving	\$100.00	\$100.00	\$80.00	\$100.00
Specific Use Permit	\$100.00	\$50.00	NA	\$100.00
<b>Plan Review</b>				
Plan review/ Plan check fee	NA	\$425.00	50% of permit fee	50% of permit fee



## FEE SCHEDULE

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

### Additional Notes:

- Plan review includes an initial review and second review- as necessary. Subsequent review (if needed) will be billed at an additional hourly rate of \$80 with a prior approval from the city
- Expedited plan review fee: 150% of the regular plan review fee.
- These fees will be revisited in 6 months initially and at the end of every year after that, to make any relevant adjustments.

	Fees
<b>Building Permit</b>	
New Construction/ Remodel / Commercial	Residential- .40 per sqft Commercial-.50 per sqft for the first 5000 sqft plus .14 per sqft over 5000
Open Structure	.15 per sqft
Minimum Permit Fee	\$50.00
Commercial Advertising Sign Permit Fee	\$4.25 per sqft of sign face
Commercial Certificate of Occupancy	\$250
<b>Electrical/ Mechanical Permit</b>	
Temp Pole or 1 time Electrical Only	\$120.00
Remodeling Or Additions to Existing Structure	\$150.00



New Residential or New Non-Commercial Building Install	\$150.00
New Commercial Install	\$200.00
<b>Plumbing Permit</b>	
Field Lines	\$120.00
Remodeling and Additions	\$150.00
Complete House or New Non Commercial Building	\$150.00
New Commercial Install	\$225.00
Sprinkler System for Building- Fire	\$75.00
Sprinkler System Lawn	\$75.00
<b>Gas Permit</b>	
Field Lines	\$120.00
New Non Commercial Building	\$120.00
Commercial Building	\$150.00
Miscellaneous Permit	
Demolition	\$75.00
Fence Construction/ Repair	\$120.00
House Moving	\$100.00
Specific Use Permit	\$100.00
<b>Plan Review</b>	
Plan review/ Plan check fee	50% of permit fee

City of Crockett Proposal

# Exhibit “B”

**I. Fee Details**

- A. Inspections** – Inspections shall be performed within 24 hours of notification by the **City**. All reasonable effort shall be made by **Consultant** to perform inspections when, at the request of the **City**, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to the **City**. **Consultant** will provide next day inspection services for all inspection requests received before 5 pm. Inspections may be performed virtually through a video call with a city representative if requested.
- B. On-Demand Virtual Inspections** - When a contractor/installer/homeowner is on-site and ready for an inspection, they will text or call 281-317-0537 with the inspection address and/or permit number. The inspector will then make a FaceTime or GoogleDuo call with the installer/contractor/homeowner. The installer/contractor/homeowner will then verify the location by showing the house number (on the house, at the curb, or at the mailbox) at the start of the inspection. The inspector will then walk through the inspection process with the contractor/installer/homeowner.
- C. Plan Review** – Plans shall be picked up by **Consultant** within 48 hours from the time of notification from the **City**. **Consultant** shall return the plans to the **City** with typed comments within ten (10) business days from the original date of notification. Fee below includes 2 resubmittals each subsequent resubmittal will be charged a 300.00 fee Fees below include 2 submittals.

Inspections	
Service	Totals
Minimum Charge (includes 3 inspection stops)	\$175.00
Price per stop for each inspection in excess of 3	\$35.00/Inspection
On-Demand Virtual Inspections	\$20.00/Inspection
Commercial Plan review	
Permit type	Fee
Commercial Less than to \$500,000	Base Fee of \$500.00 or as otherwise agreed upon.

Commercial \$500,001 to1,000,00	\$700.00 for the first \$500,000 plus \$.45 for each additional \$1,000 or fraction there of.
Commercial \$1,000,001 and up	\$900.00 for the first \$1,000,000 plus \$.60 for each additional \$1,000 or fraction there of

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
CONSULTING AND RELATED SERVICES**

**THIS AGREEMENT** (the “Agreement”) is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Crockett, TX (hereinafter referred to as “Client”) on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, (the “Effective Date”) as follows:

**WHEREAS**, the Client desires to have Consultant perform those consultation services identified on Exhibit A (the “Downtown Strategies Workshop, Market Analysis, and Downtown Strategic Plan”) (a copy of the Exhibit is attached hereto and incorporated herein by reference) (the “Downtown Strategies Workshop, Market Analysis, and Downtown Strategic Plan”) shall also be referred to herein as the “Project”); and,

**WHEREAS**, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

**W-I-T-N-E-S-S-E-T-H:**

**NOW, THEREFORE**, this Agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

1. **SCOPE OF SERVICES**

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in Exhibit A. These professional services are consulting services and not that of a contractor or other provider.

2. **TERM**

The Term of this Agreement shall commence upon the Effective Date and terminate upon delivery of Downtown Strategic Plan or 6 months from the date of execution



### **3. COMPENSATION**

As compensation for the consultation services provided herein by Consultant, Client agrees to pay Consultant a total of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars. Consultant will invoice Client immediately upon execution of the Agreement. Client must remit payment within thirty (30) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable.

### **4. CLIENT RESPONSIBILITIES**

(a) **Information and Access**. In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide Consultant access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and which is in Client's possession.

(b) **Scheduling of Downtown Strategies Workshop**. The Parties understand and agree that the Downtown Strategies Workshop will take place in Crockett, Texas at a time mutually agreeable to Consultant and Client.

### **5. INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this Agreement to or for the Client (which shall belong to Client), reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this Agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this Agreement by Consultant shall belong exclusively to Consultant; provided, however, the Client may utilize any of the foregoing intellectual property for its internal operations; provided, further, that Client must and will take all reasonable and necessary steps, as well as endeavor to ensure that its employees and agents also comply, with respect to the use, copying, protection and security of the Consultant's intellectual property. Notwithstanding the foregoing, all strategic

plans and other materials delivered by Consultant to Client shall belong to and remain the intellectual property of the Client.

**6. APPLICABLE LAWS**

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services, including the laws of the State of Alabama.

**7. INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

**8. DEFAULT AND TERMINATION**

(a) **Default Termination.** In the event Consultant should violate any of the terms of this Agreement, Client shall provide Consultant with written notice of such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged default. Should Consultant fail to cure such default in the time period provided, Client shall be permitted to terminate this Agreement. All fees previously paid by Client to Consultant are understood to be fully earned when paid and are not subject to refund following any termination hereunder.

(b) **Automatic Termination.** This Agreement shall automatically terminate upon the delivery of the Downtown Strategic Plan or 6 months from date of execution.

**9. NOTICES/PARTIES REPRESENTATIVES**

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Crockett  
 200 N 5<sup>TH</sup> St.  
 Crockett, TX 75835  
 Phone: 936-544-5156  
 Email: angersteinj@crocketttexas.org  
 Attention: John Angerstein, City Administrator

Consultant: Retail Strategies, LLC  
 2200 Magnolia Ave. South, Suite 100  
 Birmingham, AL 35205  
 Email: sleara@retailstrategies.com  
 Fax: (205) 313-3677  
 Attention: Stephen P. Leara, Esq. EVP | General Counsel

#### 10. **INDEPENDENT CONTRACTOR**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

#### 11. **MISCELLANEOUS**

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

**Final Integration:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, terrorism, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

**Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Governing Law:** This Agreement shall be construed under the laws of the State of Alabama.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver:** Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Brokerage Rights:** Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

CLIENT:

CITY OF CROCKETT, TX

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CONSULTANT:

RETAIL STRATEGIES, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

*This section outlines the Services which Retail Strategies (the “Consultant”) will provide to the City of Crockett (the “Client”).*

### **STRATEGIC VISIONING WORKSHOP/STAKEHOLDER INPUT SESSION**

- Kick-off call to introduce our team and examine the current status of your Downtown
- Walking tour of the defined study area
- An electronic community input survey will be circulated to gain insight on your Downtown’s past, present, and future conditions.
- Stakeholder input session hosted and facilitated by Downtown Strategies with property owners, merchants, business owners, community leaders, and elected officials to gain feedback, and allow open dialogue.

### **MARKET ANALYSIS**

- Identification of market trade area using mobile data analysis
- Trade area demographics (population, income, housing, etc.)
- Market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Tapestry lifestyles – psychographic profile of trade area
- Consumer Spending Pattern Reports
- Commute Patterns Report
- Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
- Downtown Walkability Assessment
- Downtown Neighborhood Demographics

### **DOWNTOWN STRATEGIC PLAN**

Downtown will be evaluated and a customized, strategic, asset-based and market driven plan will be provided with transformation strategies defined and developed considering the following:

- |                               |                                   |
|-------------------------------|-----------------------------------|
| • Connectivity & Walkability  | • Retail & Restaurant Recruitment |
| • Landscaping & Streetscapes  | • Backfilling Vacancies           |
| • Public Art                  | • Real Estate Analysis            |
| • Historic Preservation       | • Supporting Entrepreneurs        |
| • Special Events & Promotions | • Incentives & Financial Tools    |
| • Wayfinding Signage          | • Zoning & Codes                  |
| • Transportation & Parking    | • Identifying Partnerships        |
| • Messaging & Branding        | • Catalyst Projects               |
|                               | • Community Input Survey Results  |