

CITY COUNCIL AGENDA

Monday, September 19, 2022 at 6:00 PM

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

Dr. lanthia 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**, **SEPTEMBER 19**, **2022** 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. SPECIAL MEETING - SEPTEMBER 6, 2022

REPORTS

- 2. CITY ADMINISTRATOR'S UPDATE ON CITY PROJECTS
- POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR AUGUST 2022
- 4. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR AUGUST 2022

BUSINESS

- 5. PUBLIC HEARING ON REQUEST FROM JOSH AND ASHLEY CRABTREE FOR A ZONE CHANGE FROM C2, COMMERCIAL, TO R3, MULTIPLE-FAMILY RESIDENTIAL DISTRICT, FOR PROPERTY LOCATED AT 406 E. BONHAM STREET (PREVIOUSLY KNOWN AS 403 E. BONHAM), AND IDENTIFIED AS PARCEL 3377 BY THE HOUSTON COUNTY APPRAISAL DISTRICT. LEGAL DESCRIPTION BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS 0.0503 ACRE OF LAND IN THE A. E. GOSSETT SURVEY, A-423, HOUSTON COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" OF A DEED FROM MICHELLE ANN MATNEY POUNDERS TO JOSHUA CRABTREE AND SPOUSE, ASHLEY CRABTREE, RECORDED AS INSTRUMENT NO. 20221558 OF THE DEED RECORDS OF HOUSTON COUNTY, TEXAS
- 6. CONSIDER AND APPROVE REQUEST FROM JOSH AND ASHLEY CRABTREE FOR A ZONE CHANGE FROM C2, COMMERCIAL, TO R3, MULTIPLE-FAMILY RESIDENTIAL DISTRICT, FOR PROPERTY LOCATED AT 406 E. BONHAM STREET (PREVIOUSLY KNOWN AS 403 E. BONHAM), AND IDENTIFIED AS PARCEL 3377 BY THE HOUSTON COUNTY APPRAISAL DISTRICT. LEGAL DESCRIPTION BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS 0.0503 ACRE OF LAND IN THE A. E. GOSSETT SURVEY, A-423, HOUSTON COUNTY TEXAS,



AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" OF A DEED FROM MICHELLE ANN MATNEY POUNDERS TO JOSHUA CRABTREE AND SPOUSE, ASHLEY CRABTREE, RECORDED AS INSTRUMENT NO. 20221558 OF THE DEED RECORDS OF HOUSTON COUNTY, TEXAS

- 7. CONSIDER AND APPROVE A RESOLUTION FOR THE CITY OF CROCKETT'S HAZARD MITIGATION PLAN
- 8. CONSIDER AND APPROVE REAPPOINTMENT OF MEMBERS TO PLANNING & ZONING COMMISSION
- 9. CONSIDER AND APPROVE A RESOLUTION AND AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR CHRISTMAS IN CROCKETT
- 10. CONSIDER AND APPROVE RESOLUTION FOR AMENDMENTS TO FISCAL YEAR 2022 BUDGET
- 11. AWARD BID FOR ADMINISTRATIVE SERVICES RELATED TO THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF AGRICULTURE (TDA)
- 12. CONSIDER AND APPROVE FISCAL YEAR 2023 STREET REPAIR PRIORITIZATION
- 13. CONSIDER AND APPROVE LIQUIDATION OF CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION'S 2014 AND 2016 PROSPERITY BANK DEBT

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 the agenda items to be considered by the City Council was removed from the City Hall window on the

____ day of _____, 2022. _____ Title _____



MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 6th DAY OF SEPTEMBER 2022 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 SPECIAL SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, GENE CALDWELL, MARQUITA BEASLEY & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN AND POLICE CHIEF CLAYTON SMITH. DARRELL JONES AND ERNEST JACKSON NOT PRESENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the formal session open. Mr. Angerstein 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.)

- ➤ Scott Sheley new resident, interested in becoming involved in the community by serving on a board
- ➤ Natrenia Hicks concerns with water contract, funding of forensic audit
- 1. APPROVAL OF MINUTES: REGULAR SESSION: AUGUST 15, 2022

Council member Beasley made a motion to approve the minutes of the August 15, 2022 Regular Meeting. Council member Caldwell seconded the motion. Motion passes 3-0.

2. MAYOR'S RECOGNITION OF CROCKETT HIGH SCHOOL FFA MEMBERS

Mayor Fisher recognized and presented Certificates of Excellence to winners from Crockett High School FFA State competition held in Ft. Worth.

3. CONSIDER AND APPROVE AN ORDINANCE AMENDING CHAPTER 19, UTILITIES, OF THE CROCKETT CODE; AMENDING SECTION 19-37(a), INCREASING THE RATES FOR RESIDENTIAL AND COMMERCIAL WATER SERVICE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Mr. Angerstein explained this water rate increase is based on usage and not a flat rate increase. The rates would increase by six cents per 100 gallons used. Council member Caldwell made a motion to approve an Ordinance amending Chapter 19, Utilities, of the Crockett Code; amending Section 19-37(a), increasing the rates for residential and

commercial water service; containing a severability clause; containing a repealing clause; and providing an effective date. Council member Beasley seconded the motion. Motion passes 3-0.

4. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS AMENDING CHAPTER 10 GARBAGE AND TRASH OF THE CROCKETT CODE; AMENDING SECTION 10-21 REQUIRING ALL LOOSE REFUSE AND KITCHEN GARBAGE TO BE PLACED INSIDE GARBAGE BAGS; AMENDING SECTION 10-29, RATES GENERALLY TO CHANGE THE RATES; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Mr. Angerstein explained that Piney Woods Sanitation, by contract, can raise rates up to three percent per year, but did not go up last year. Mayor Pro Tem Marsh said that he did not agree with the six percent in one year, they should not go back and raise by six percent. Mr. Angerstein noted they are not going back and charging for money saved last year. Mayor Fisher stated the service from Piney Woods is by far the best the city has had, Council member Caldwell agreed. Council member Beasley stated this increase was approved during the budget workshop. Council member Caldwell made a motion to approve an Ordinance of the City of Crockett, Texas amending Chapter 10 Garbage and Trash of the Crockett Code; amending Section 10-21 requiring all loose refuse and kitchen garbage to be placed inside garbage bags; amending Section 10-29, rates generally to change the rates; providing a severability clause; containing a repealing clause; and providing an effective date. Council member Beasley seconded the motion. Motion passes 2-1. Mayor Pro Tem Marsh voted against the motion.

5. CONSIDER AND APPROVE LEASE AGREEMENT WITH SOUTH PINE ANIMAL HOSPITAL AND AUTHORIZE MAYOR FISHER TO ACT ON BEHALF OF THE CITY IN ALL MATTERS RELATED TO THE AGREEMENT

Council member Beasley made a motion to approve the lease agreement with South Pine Animal Hospital and authorize Mayor Fisher to act on behalf of the city in all matters related to the agreement. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-0.

6. REVIEW PROPOSALS FROM QUALIFIED FIRMS OF CERTIFIED PUBLIC ACCOUNTANTS TO PERFORM A FORENSIC AUDIT OF THE CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION AND APPROVE THE SELECTION OF FIRM

Mayor Fisher stated there were five proposals received, council will review all of them and then make their recommendation. Mr. Angerstein advised council to take into consideration six rating criteria when considering the proposals; relevant experience, has previously performed audits in Texas, performed audits involving governments, performed audits in Texas involving EDC's, capacity to perform with personnel in Texas and reputation, and cost factor.

The five proposals received:

Ahuja & Clark, PLLC - Plano, TX Withum Smith & Brown, PC - Princeton, NJ Fovis, LLP - Houston, TX Eide Bailly, LLC - Minneapolis, MN Weaver and Tidwell, LLP - Houston, TX

After extensive consideration of each proposal received, Council member Beasley made a motion to approve the selection of Weaver and Tidwell, LLP of Houston, TX as certified public accountants to perform a forensic audit of the Crockett Economic & Industrial Development Corporation. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-0.

7. CONSIDER AND APPROVE ISSUING A NOTICE OF AWARD TO SELECTED AUDITING FIRM; APPROVE AUTHORIZING MAYOR FISHER TO ACT ON BEHALF OF THE CITY OF CROCKETT IN ALL MATTERS RELATED TO CONTRACT; AND TO APPROVE SOURCE OF FUNDING

Council member Beasley made a motion to approve issuing a notice of award to Weaver and Tidwell; approve authorizing Mayor Fisher to act on behalf of the City of Crockett in all matters related to contract; and to approve sharing the cost equally between the City of Crockett and Crockett Economic & Industrial Development Corporation. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-0.

ADJOURNMENT

without objection, Mayor Fisher adju	ourned the meeting at 7.50 F.M.
ATTEST:	Dr. Ianthia Fisher, Mayor
Mitzi Stefka, City Secretary	



City of Crockett POLICE DEPARTMENT

COURTESY It

Item 3.

CROCKETT, TEXAS 75835

936-544-2021 * 200 NORTH FIFTH STREET

CHIEF OF POLICE
Clayton Smith

Mayor Dr. lanthia FIsher

August	2022
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Manpower: 13

Manpower Hours: 2685

Calls: 563

Accidents: 9

Arrests: 61

Traffic: 296

Reports: 95

Alarm Calls: 27

False Alarms: 20

No Fault Alarms: 7

Assault: 6 Possession of Drug Paraphernalia: 8 Burglary: Possession of Marijuana: 9 Criminal Mischief: 6 Public Intoxication: 1 Criminal Trespass: 6 Resisting Arrest: 1 Disorderly Conduct: 4 Theft: 15 Driving While Intoxicated: 0 Unlawful Possession of Firearm: 3 Forgery: 0 Unauthorized use of Motor Vehicle: 0 Possession of Controlled Substance: 10 Miscellaneous Offenses: 51

Comments: REPORTING PERIOD: AUGUST 1-31-2022 MISCELLANEOUS OFFENSES INCLUDES 13 WARRANT

SERVICES.

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
CITY CALLS	25	27	40	31	27	19	29	32	0	0	0	0	230	0
STRUCTURE FIRES:	0	0	2	0	2	0	1	1	0	0	0	0	0	0
Business	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Residential	0	0	2	0	2	0	1	0	_	0	0	0	5	0
VEHICLE FIRES	2	1	2	1	1	1	1	0	ŭ	0	0	0	9	0
GRASS / WOODS FIRES	0	0		0	0	0	0	3		0	0	0	0	0
REFUSE / TRASH FIRE	1	1	0	1	1	0	1	0	0	0	0	0	0	0
VEHICLE ACCIDENT	5	8	5	9	6	2	3	5		0	0	0	0	0
VEHICLE ACCIDENT w/RESCUE	0	0		0	0	0	1	0		0	0	0	0	0
TECHNICAL RESCUE	0	0	4	0	0	0	2	0	0	0	0	0	0	0
														0
POWERLINE EMERGENCIES	1	4	9	2	4	1	5	9		0	0	0	0	0
TREES DOWN	0	0		0	1	0	0	1	0	0	0	0	0	0
NATURAL/LPG GAS LEAK	2	0		3	1	2	1	1	0	0	0	0	0	0
HAZ-MAT SPILL / LEAK	0	3	0	1	2	0	1	1	0	0	0	0	0	0
CARBON MONOXIDE ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	2	1	4	1	2	0	3	2	0	0	0	0	0	0
EMS LIFT ASSIST	0	1	0	1	2	4	0	2	0	0	0	0	0	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM BUSINESS	2	3		7	0	2	3	3	0	0	0	0	0	0
FALSE ALARM RESIDENTIAL	7	0	3	0	1	2	2	1	0	0	0	0	0	0
TERRORISTIC/BOMB THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	3	4	0	4	4	2	5	3	0	0	0	0	25	0
CONTROL BURN	0	0	0	0	0	0	0	0		0	0	0	0	0
TRAFFIC CONTROL	0	0	1	1	0	0	0	0	0	0	0	0	2	0
AGENCY ASSIST	0	1	1	0	0	3	0	0	0	0	0	0	5	0
ARSON ARREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
COUNTY CALLS	22	16	26	21	17	16	12	18	0	0	0	0	148	0
STRUCTURE FIRES:	0	3	2	0	1	0	0	1	0	0	0	0	0	0
Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential	0	3	2	0	1	1	1	1	0	0	0	0	0	0
VEHICLE FIRES	0	0	0	1	2	0	2	2	0	0	0	0	0	0
GRASS / WOODS FIRES	15	7	14	6	5	7	4	8	0	0	0	0	0	0
REFUSE / TRASH FIRE	0	0	1	0	0	1	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	5	3	3	5	3		3	3	0	0	0	0	0	0
VEHICLE ACCIDENT w/Extrication	0	0	0	0	1	0	0	-	0	0	0	0	0	0
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	0
POWERLINE EMERGENCIES	0	0	1	2	1	0	0	0	0	0	0	0	0	0
TREES DOWN	0	0	0	2	3		0	0	0	0	0	0	0	0
NATURAL/LPG GAS LEAK	0	0	0	1	0	0	1	0	0	0	0	0	0	0
														0
OIL/GAS WELL FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CARBON MONOXIDE ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	0	0	3	0	0	0	0	_	0	0	0	0	0	0
EMS LIFT ASSIST	0	0	0	1	0	0	0	2	0	0	0	0	0	0
FALSE ALARM BUSINESS	0	1	0	0	0		0	0	0	0	0	0	1	0
FALSE ALARM RESIDENTIAL	0	0	0	1	0	1	1	0	0	0	0	0	0	0
												0		0
TERRORISTIC THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	1	2	2	2	1	1	0	2	0	0	0	0	0	0
TRAFFIC CONTROL	1	0	1	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	0

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
TOTAL CALLS	47	43	66	52	44	35	41	50	0	0	0	0	378	0
ACTIVE MEMBERS (PAID / VOL.)	19	19	18	18	18	18	18	18	0	0	0	0	0	0
PAYROLL	\$4,900	\$4,900	\$6,500	\$4,600	\$5,100	\$5,100	\$5,100	\$5,100	\$0	\$0	\$0	\$0	\$0	0
VOLUNTEER MAN HOURS	315	320	415	380	375	355	360	353	0	0	0	0	0	0
COST PER MAN HOUR	\$15.56	\$15.21	\$15.66	\$12.11	\$13.60	\$14.36	\$14.17	\$14.47	\$0.00	\$0.00	0	\$0.00	\$0.00	0
FIREFIGHTER INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIREFIGHTER FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN INJURIES	0	0	1	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN FATALITIES	0	0	0	1	1	0	0	0	0	0	0	0	0	0
MUTUAL AID GIVEN	12	4	14	3	1	4	7	3	0	0	0	0	0	0
MUTUAL AID RECEIVED	1	4	0	4	1	1	0	5	0	0	0	0	0	0
OUT OF COUNTY CALLS	1	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

Crockett

City of Crockett

Planning & Zoning Commission and City Council Action Taken for Zoning Change Application

Applicant's/Property Owner's Information.					
Applicant's Full Name: Joshua & Ashley Crabtree					
Property Owner's Full Name: Same as Applicant					
Property Address Under Consideration: 406 E. Bonham (previously known as 403); HCAD Parcel #3377					
Description of Proposed Land Use Activity: Potential short-term Airbnb rental and/or long-term rental					
Present Zoning District: C2 Requested Zoning District (if applicable): R3					
Criteria					
Will the proposed zoning change adversely affect the character and appropriate use of the area or neighborhood in which it would be located? Yes No If yes, describe adverse impact.					
No adverse impact. Adjacent Parcel 16450 on the west side of Parcel 3377 and adjacent Parcel 3021 on the north side of Parcel 3377 are already zoned R3. Properties across from Parcel 3377 in same block are zoned R2. Only the adjacent Parcel 4353 on the east side of Parcel 3377 is zoned C2.					
Will the proposed zoning change substantially depreciate the value of adjacent and nearby properties for use in accordance with regulations of the zoning district in which they are located? Yes No If yes, describe reason for substantial depreciation. No adverse impact, See comments on question #1.					
Will the proposed use be in keeping with the spirit and intent of City ordinance? Yes No If no, explain.					
Short-term rentals are allowed by right in R3 districts.					
How will the proposed zoning change affect the traffic circulation of the district in which it is proposed? No negative impact					
How will the proposed zoning change affect the public utilities of the district in which it is proposed? No negative impact					
How will the proposed zoning change affect the health, safety and general welfare of the community? No negative impact Negative Impact If negative impact, explain:					
Code Enforcement Officer or Designee 8/29/2022 Date (mm/dd/yyyy)					



City of Crockett

Planning & Zoning Commission and City Council Action Taken for Zoning Change Application

Planning & Zoning Commission's Public Hearing Act	ion					
Date of Public Hearing: September 13, 2022						
Number of property owners who were mailed notices of public hearing because, per HCAD tax rolls, they own land lying within 300 feet of the property for which proposed change is sought: Number of residents, other than applicant, at hearing who spoke:						
in favor of application approval opposed to application approval						
Comments:						
comments.						
Dianning 9 Zaning Commission's Mation						
Planning & Zoning Commission's Motion:						
Recommend approval of requested zoning cha	ange. Special Conditions:					
Recommend disapproval of requested zoning change. Reasons:						
Table application for following reasons:						
Motion Made by: Connie Strban Vote on Motion. For: 3 Against:	Motion Seconded by: Greg Simon					
Vote on Motion. For: <u>3</u> Against:	<u>O</u>					
P&Z Chairman	09/13/2022 Date (mm/dd/yyyy)					
Action Taken by City Council						
Date of City Council Meeting:						
Approve zoning change. Special Conditions:						
Disapprove zoning change. Reasons:						
Table application for following reasons:						
Motion Made by:	Motion Seconded by:					
Vote on Motion. For: Against: _						
	4					
Mayor	Date (mm/dd/yyyy)					



City of Crockett Zone Change Application

Submit this completed form to the Code Enforcement/Zoning Official along with:

- a copy of the property deed (the deed or accompanying plat must demonstrate that the property is platted or located in an approved subdivision in Crockett, unless the lot has not changed in configuration since 1961);
- a project plan showing the name of the project, a scale map showing the location of the
 proposed project and a directional arrow, all existing and proposed streets and points of
 access to the project, lot dimensions, locations and dimensions of existing and proposed
 buildings and structures, off-street parking areas with parking spaces individually drawn and
 counted, spaces, sidewalks (if applicable), and number of dwelling units per acre; and
- \$100 fee to cover costs of application review and processing (cash, check or money order made out to City of Crockett, or credit card).
- A survey drawing showing the exact locations of the proposed district boundaries is required if the application is requesting that only a portion of a lot is to be rezoned or the lit lines cannot be identified by the legal description.

Part I. Applicant's/Property Owner's Personal Information					
Applicant's Full Name: Josh and Ashley	Crabtree				
Mailing Address: 2365 Porter Lane					
Email Address: Sojolerner Scrvices 11c@gmail.	Phone Number: 936-394-559				
	es				
If no, provide the following information for property owner.					
Property Owner's Full Name:					
Mailing Address:					
Email Address:	Phone Number:				
Part II. Proposed Zoning Change and Land Use Activity	The properties of the property of the section of th				
Property Address: 403 E. BonhamSt.	Parcel 3377-Row				
Present Zoning District: Commercial Requested Zoning District: (15) dential - 3					
Description of Proposed Land Use Activity (attach another page if needed):					
Short term rental hosted on app. AirBnB					
and for long term rental					
, <u> </u>					



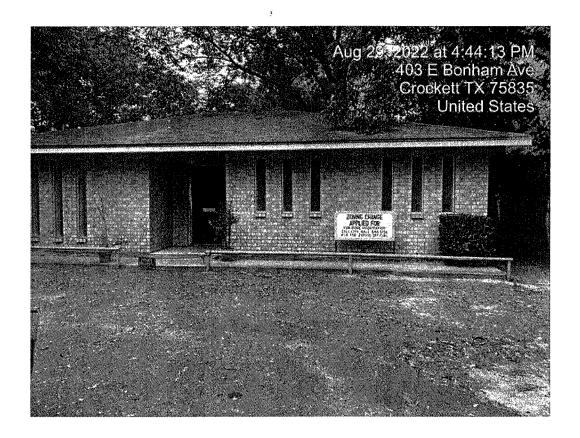
City of Crockett Zone Change Application

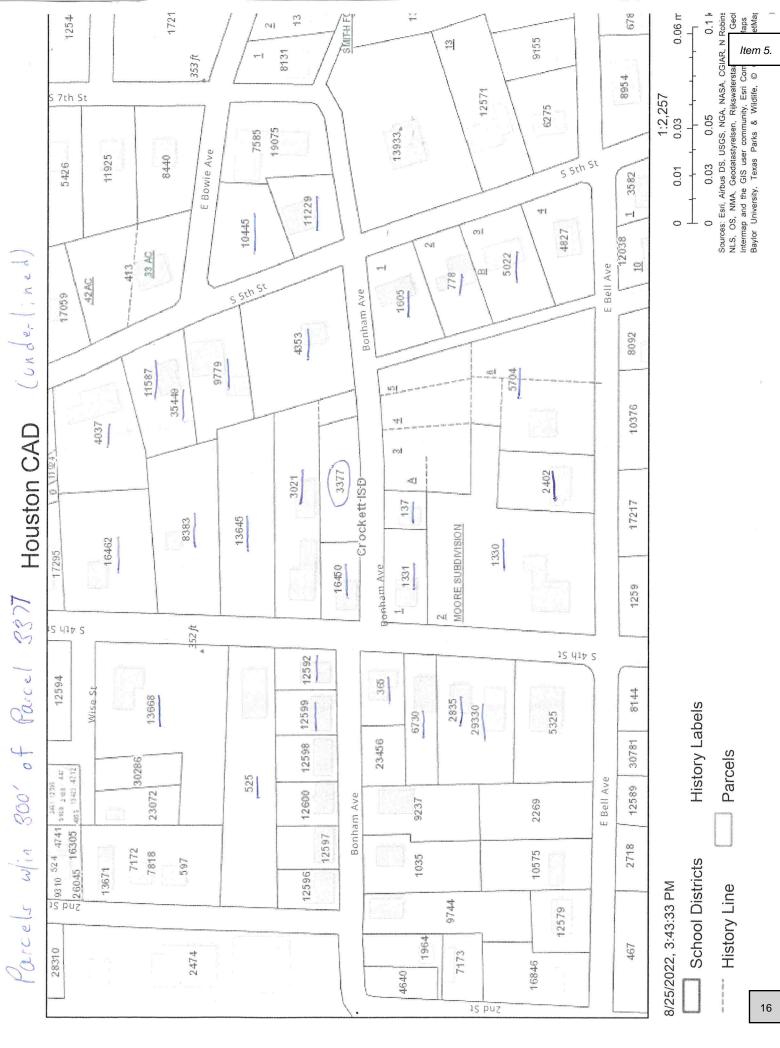
I certify that: • all information provided on and with this application is true and correct to the best of my knowledge and no requested information has been withheld; and • I understand that I must notify the Code Enforcement/Zoning Official of any changes to the information provided on or with this application. Signature of Applicant Date (mm/dd/yyyy) Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any): \$100 Fee Paid: Cash Check # 105	Part III. Acknowledgements and Signature	
knowledge and no requested information has been withheld; and I understand that I must notify the Code Enforcement/Zoning Official of any changes to the information provided on or with this application. Signature of Applicant Date (mm/dd/yyyy) Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any):		
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Signature of Applicant Date (mm/dd/yyyy) Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any):	knowledge and no requested information has been withheld; and	l
Signature of Applicant Date (mm/dd/yyyy) Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any):	 I understand that I must notify the Code Enforcement/Zoning Off 	icial of any changes to the
Signature of Applicant Date (mm/dd/yyyy) Signature of Property Owner (if different) Date (mm/dd/yyyy) Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any):	nformation provided on or with this application.	
Signature of Property Owner (if different) Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any):		Date (mm/dd/yyyy)
Signature of Property Owner (if different) Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any):	agramming and yid black a later of the property of the control of	
Part IV. To be Completed by Code Enforcement Officer or Designee Date Application Received: 8-19-2022 Comments (if any):	entral egot no economic activity in the first of	
Date Application Received: 8-19-2022 Comments (if any):	Signature of Property Owner (if different)	Date (mm/dd/yyyy)
	Part IV. To be Completed by Code Enforcement Officer or Designee	
\$100 Fee Paid: Cash Check # 105 Card Date Paid: 8-19-2022	Date Application Received: $8-19-2022$ Comments (if any):	,
\$100 Fee Paid: Cash Check # 105 Card Date Paid: 8-19-2022		
	\$100 Fee Paid: 🗆 Cash 🗗 Check # <u>105</u> 🗆 Card Date Paid:	<u>8-19-2022</u>
Heller Vala 8-19-2022	Kieden Valas	
Code Enforcement Officer or Designee Date (mm/dd/yyyy)	Code Enforcement Officer or Designee	Date (mm/dd/yyyy)

the Row Bownam

P&Z Zoning Application – 406 E. Bonham (Previously 403 E. Bonham) Parcel #3377

Zone Change Sign Placement – August 29, 2022





This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consuit the primary data and information sources to ascertain the usability of the information

UNV80102

Pamela J. Ainsworth 406 E. Bell Ave. Crockett, TX 75835

John Harold Allen 2540 US Hwy 287 North Crockett, TX 75835

Karly M Badgley & Linda F. Perry 503 S. 5th Street Crockett, TX 75835

> Paulette Bailey 409 S. 4th Street Crockett, TX 75835-2711

Christopher & Kristi Bell 400 E. Bell Ave. Crockett, TX 75835-2831

> David & Alice Bray 501 S. 5th Street Crockett, TX 75835

Dean Insurance Agency, Inc. PO Box 1165 Crockett, TX 75835-1165

William Dean PO Box 1089 Crockett, TX 75835-1089 Carolyn Evans 212 E. Bonham Street Crockett, TX 75835-2723

> Juana Gonzales 404 S. 4th Street Crockett, TX 75835

Earlie Lee Groves Est c/o Ianthia Fisher 312 S. 4th Street Crockett, TX 75835

Floyd D. & Natrenia Hicks 1210 W. Houston Ave. Crockett, TX 75835-3804

> Gary W. Ivins, Sr. 605 E. Bowie Crockett, TX 75835

J&R Next Level Home Improvements 2456 US Hwy 69 North Lufkin, TX 75490

Ernest & Imogene Jackson 407 S. 4th Street Crockett, TX 75835

Jenaro Loredo 207 E. Bonham Street Crockett, TX 75835-2730 Laser / inkjet printer labels

John A McCall Jr. & Michae Item 5.
408 E. Bell Ave.
Crockett, TX 75835-2831

John Milam 11423 SH 7 East Joaquin, TX 75954

Carl & Rebecca Mitchell 505 S. 5th Street Crockett, TX 75835

Ignacio Montero-Botello 503 S. 4th Street Crockett, TX 75835

James G. Ritchie PO Box 1125 Crockett, TX 75835

Thomas Family Living Trust c/o Wade E or Gail Thomas 500 South 5th Street Crockett, TX 75835

Torchlight Community Church
PO Box 1212
Crockett, TX 75835

Property Owners of Parcels w/n 300 Feet of Parcel 3377

R-09-22

RESOLUTION FOR CITY OF CROCKETT APPROVAL OF HAZARD MITIGATION PLAN

WHEREAS, natural hazards in the City of Crockett area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Crockett has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Houston County Hazard Mitigation Plan outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. The Houston County Hazard Mitigation Plan is approved in its entirety;
- 2. The City of Crockett will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
- 3. The City of Crockett vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration; and
- 4. The City of Crockett to take such other action as may be reasonably necessary to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

ADOPTED this 19th day of September, 202
Dr. Ianthia Fisher, Mayor
Mitzi Stefka, City Secretary

PLANNING AND ZONING COMMISSION MEMBERS - 3 YEAR TERMS

DAVID TYER, CHAIR

701 E. Clark

Crockett TX 75835-3820

Home: 544-1204 Work: 544-3265

Cell: 546-4086

Re-Appointment Date: April 2019

TERM EXPIRES: APRIL 2022

RAY BRUNER

902 W. Navarro Rd.

Crockett TX 75835-2227

Home: 544-3080 Work: 544-7142

Appointment Date: June 2017

Reappointment Date: September 2020

TERM EXPIRES: SEPTEMBER 2023

GREG SIMON

609 Cottonwood

Crockett TX 75835-3250

Home: 544-2588 Cell: 546-8462

Re-Appointment Date: June 2019

TERM EXPIRES: JULY 2022

CONNIE STRBAN

1112 E. Houston Ave.

Crockett TX 75835-5335

Cell: 903-922-0067

Appointment Date: September 2020

TERM EXPIRES: SEPTEMBER 2023

WADE THOMAS

500 S. 5th Street

Crockett TX 75835-2121

Cell: 546-6978

Appointment Date: September 2020

TERM EXPIRES: SEPTEMBER 2023

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Item	9.

Agreement	No
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STATE OF TEXAS § COUNTY OF HOUSTON §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and by Texas Department of Transportation.	between the State of Texas, acting by and through the hereinafter called the "State," and the City
	, a municipal corporation, acting by and through its
V	WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including _______, in _______, Houston _______, County; and WHEREAS, the local government has requested the temporary closure of State Highways

WHEREAS, the local government has requested the temporary closure of <u>State Highways</u> around the one way square in <u>Crockett</u> for the purpose of <u>the 41st Annual Christmas in Crockett (November 19, 2022)</u>, from <u>5:00 AM</u> to <u>7:00 PM</u> as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the <u>19th</u> day of <u>September</u>, 20 <u>22</u>, the <u>Crockett</u> City Council passed Resolution / Ordinance No. <u>R-09B-22</u>, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

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Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any manmade or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- **A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- **B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- **C**. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
- D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- **E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- **F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- **G.** The local government hereby assures the State that there will be appropriate passage Traffic_Closure Incorporated (TEA30A)

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Item 9.

Agreement No.

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

- A. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- **B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period Traffic_Closure Incorporated (TEA30A)

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that the local government and/or its contractors are encroaching upon the State right of way. **B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Crockett John Angerstein, City Administrator	Texas Department of Transportation
John Angerstein, City Administrator	1805 North Timberland Drive
200 N. Fifth Street	Lufkin, TX 75901
Crockett, TX 75835	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OFCROCKETT Executed on behalf of the local government by	- y:
By City Official	Date September 19, 2022
Typed or Printed Name and Title <u>Dr. Ian</u>	thia Fisher, Mayor
City of	Crockett
THE STATE OF TEXAS Executed for the Executive Director and approfor the purpose and effect of activating and/or work programs heretofore approved and author Commission.	oved for the Texas Transportation Commission carrying out the orders, established policies or orized by the Texas Transportation
By District Engineer	Date

Item 9.

Agreement No._____

Agreement No.	Item 9.
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Exhibit A

This is the 41st Annual Christmas in Crockett.

This event is an Arts & Crafts Show with approximately 200 vendors and an antique car show.

Agreement No.______

Exhibit B

SEE ATTACHED RESOLUTION NO. R-09B-22

CITY OF CROCKETT RESOLUTION NO. R-09B-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, authorizing the City to enter into agreement with the State for temporary closure of State Highways for the 41st Annual Christmas in Crockett.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Crockett, Texas, Houston County; and

WHEREAS, the City has requested the temporary closure for the purposes of the 41st Annual Christmas in Crockett; and

WHEREAS, the event will be located within the City's incorporated area; and

WHEREAS, the City hereby assures the State that there will be appropriate passage allowance for emergency traffic; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS that the Mayor of the City of Crockett be, and is hereby authorized to execute an agreement with the State for temporary closure of State Highways for the 41st Annual Christmas in Crockett.

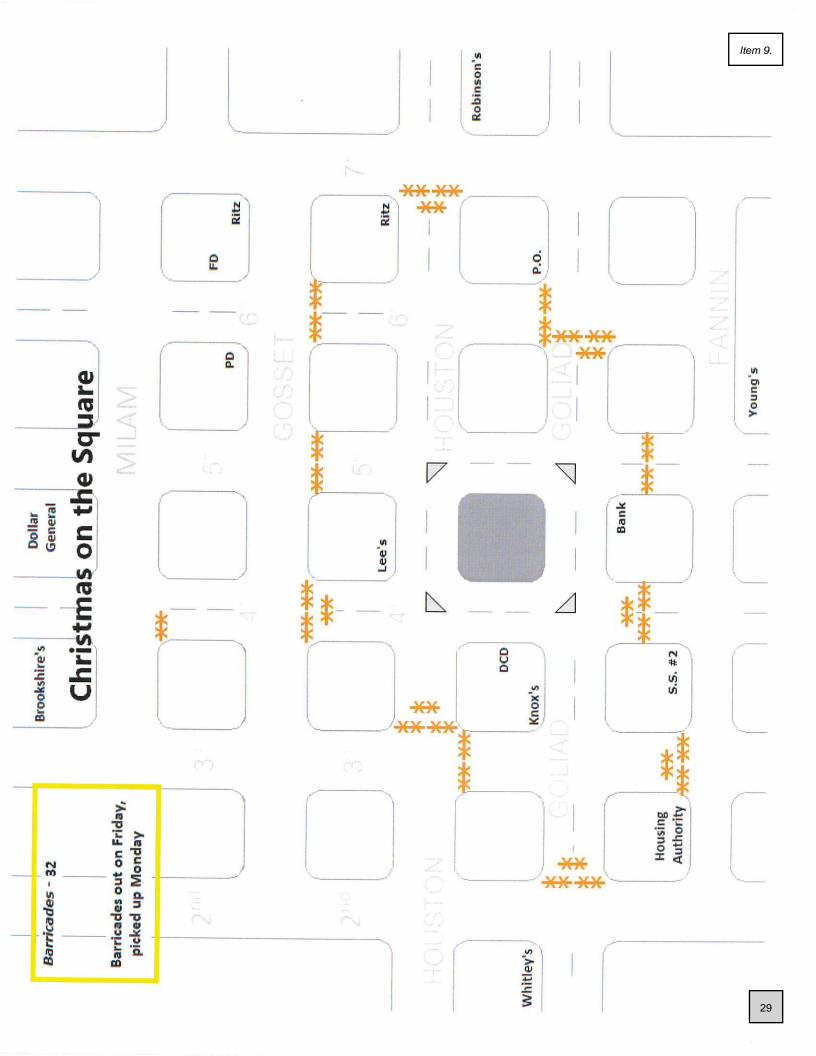
PASSED AND APPROVED, this 19th day of September 2022.

	Dr. Ianthia Fisher, Mayor
TTEST:	

Item 9.

Exhibit C

SEE ATTACHED MAP





Christmas in Crockett Festival Event Plan



Christmas in Crockett 2022

PURPOSE: Below is a comprehensive list of modifications being implemented for the 41st Annual Christmas in Crockett to be held in November of 2022. The Crockett Area Chamber of Commerce organizers of the event are taking all necessary steps to ensure the safety and well-being of the participants and volunteers involved.

EVENT DESCRIPTION: Christmas in Crockett is an outdoor arts and crafts festival to be held Saturday, November 19, 2022. Vendor booths are placed around the downtown square and on Goliad and Houston Avenue. The event will open from 10 am until 5 pm with vendor set-up November 18 after 6 pm and at 6 am on November 19. All event activities will take place outdoors. NO indoor activities.

GENERAL PREPARATION: Masks and gloves will be made available to vendors and attendees at the four entrances to the festival area. Also, the 3' social distance guideline will be observed between all vendor booths, more between food vendors to allow for purchasers social distancing.

FRIDAY SET-UP: On Friday, Nov 18th, participant vendors are given the opportunity to find their booth spaces. Volunteers will guide the vendors to their booth spaces on the Square only after 6 pm.

SATURDAY SET-UP: Those vendors who arrive Saturday, Nov 19th, will be guided to their booth spaces by volunteers at two locations.

BREAK-DOWN: The festival will end at 4 pm and egress will be through Goliad, Houston and 4th street. Tables and seating will be cleaned and disinfected by volunteers throughout the day and Chamber volunteers will be in charge of specified areas to ensure guidelines are followed. Hand sanitizer and masks will be available for attendees and vendors, as well as hand washing stations. (see attached)

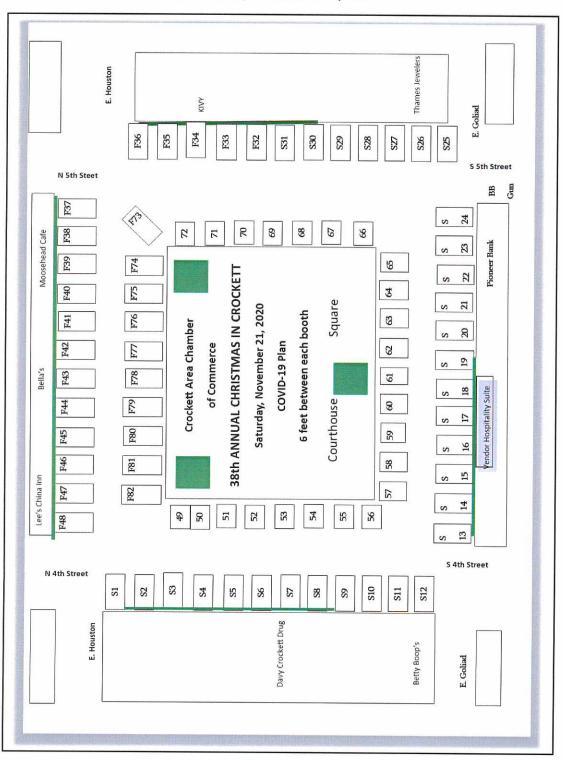
Vendor Booths

Each vendor booth will be marked with hi-viz chalk paint in the example pattern shown below on each corner of their booth. Each booth will be a minimum of 3' from the next to allow vendors and attendees to maintain social distance during the festival. The Chamber will cover markings with black paint around the square after the festival



2022 Festival Map Downtown

All vendors will be provided a map as well as ingress and egress to the festival area. Separation of 3 feet between all vendors on the Square and off Square.



PPE (Personal Protective Equipment)

PPE in the form of gloves, hand sanitizer and masks will be available at the restroom area and Chamber booth.



"Handwashing" stations will be provided as shown below.



Law Enforcement

Chamber safety director will uses map to coordinate actions of various agencies (Crockett Police Department and the Houston County Sheriff's Department) to ensure maximum safety and traffic control during the event.

Map of street closures and restrooms for Christmas in Crockett



Item 11.



Darrell Jones, Councilman Pct. 2

Ernest Jackson, Councilman Pct. 3

Marquita Beasley, Councilwoman Pct. 4



September 15, 2022

Letter of Recommendation

Dear Mayor and Councilmembers:

Sealed proposal packets were received and opened for the Texas Department of Agriculture Texas Community Development Block Grant Fund on Tuesday, September 13, 2022, at 3:00 P.M. at Crockett City Hall. Three (3) sealed qualification packages were received.

The notification and advertising process for this bid included solicitation by emailing firms directly.

On Thursday, September 15, 2022 at 1:00PM, the evaluation team met to review the qualifications and issue a recommendation for award. From the review of the information provided in the sealed proposals, Traylor and Associates, Inc. is fully qualified and has excellent prior work performance with CDBG Fund projects in the City of Crockett. Therefore, the evaluation team is recommending the city awards the contract to Traylor and Associates, Inc.

Sincerely,

John Angerstein,

City Administrator

