



CITY COUNCIL AGENDA

Monday, September 18, 2023 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

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

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

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, SEPTEMBER 18, 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. SPECIAL MEETING - SEPTEMBER 5, 2023

REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR AUGUST 2023
3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR AUGUST 2023

BUSINESS

4. PRESENTATION - TEXAS FILM FRIENDLY CERTIFICATION FROM THE GOVERNOR'S OFFICE
5. 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
6. CONSIDER AND APPROVE CIRCUS PERMIT APPLICATION FROM CULPEPPER AND MERRIWEATHER CIRCUS FOR A CIRCUS TO BE HELD OCTOBER 15, 2023
7. CONSIDER AND APPROVE A RESOLUTION AND AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR CHRISTMAS LIGHTING OF DOWNTOWN CROCKETT
8. CONSIDER AND APPROVE REAPPOINTMENT OF MEMBERS TO PLANNING & ZONING COMMISSION
9. CONSIDER AND APPROVE A RESOLUTION OF THE CITY OF CROCKETT, TEXAS REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION TO REDESIGNATE TEXAS STATE HIGHWAYS 7, 19, AND 21 AND U.S. HIGHWAY 287 SO THEY RUN CONCURRENTLY WITH TX-LOOP 304 AND REDESIGNATE THE ORIGINAL FOOTPRINTS OF TEXAS HIGHWAYS 7, 19, AND 21 AND U.S. HIGHWAY 287 INSIDE TX-LOOP 304 BE DESIGNATED AS BUSINESS HIGHWAYS 7, 19, 21 AND 287

10. CONSIDER AND APPROVE RESOLUTION FOR AMENDMENTS TO FISCAL YEAR 2023 BUDGET

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

ADJOURNMENT

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

CERTIFICATION

I certify that a copy of the September 18, 2023 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on September 14, 2023 at 5:15 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 5th DAY OF SEPTEMBER 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 SPECIAL SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, DENNIS IVEY, ERNEST JACKSON, MARQUITA BEASLEY & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, POLICE CHIEF CLAYTON SMITH, AND FIRE CHIEF JASON FRIZZELL. DARRELL JONES WAS ABSENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

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

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present.

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

- John Jenkins – Expressed concerns about rule of law within the city
- Gene Caldwell – Called for resignation of council member Jones
- Diane Rhone – Called for resignation of council member Jones

1. REGULAR MEETING: AUGUST 21, 2023

Mayor Pro Tem Marsh made a motion to approve the minutes of the August 21, 2023 Regular session. Council member Beasley seconded the motion. Motion passes 4-0.

2. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS AMENDING CHAPTER 10, GARBAGE AND TRASH OF THE CROCKETT CODE; AMENDING SECTION 10-29, RATES, TO CHANGE THE RATES; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Marsh 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 10-29, Rates, to change the rates; providing a severability clause; containing a repealing clause; and providing an effective date. Council member Jackson seconded the motion. Motion passes 4-0.

3. CONSIDER AND APPROVE APPOINTMENT OF REPRESENTATIVE TO SERVE ON BOARD OF DIRECTORS FOR DEEP EAST TEXAS COUNCIL OF GOVERNMENTS.

Council member Beasley made a motion to approve the appointment of Mayor Fisher to serve on the Board of Directors for Deep East Texas Council of Governments. Council member Jackson seconded the motion. Motion passes 4-0.

4. AWARD BID: BANK DEPOSITORY SERVICES

Mr. Angerstein informed the council that the city had received one (1) response to the Request for Proposals. Council member Beasley made a motion to award the bid for bank and depository services to Prosperity Bank. Council member Ivey seconded the motion. Motion passes 4-0.

5. AWARD BID: GASOLINE & DIESEL FUEL

Mr. Angerstein informed the council that the city had received two (2) responses to the Request for Proposals.

- Crockett Farm & Fuel
 - Reg Unleaded – Rack Avg + \$0.40
 - Ethanol Free Unleaded – Rack Avg + \$0.40
 - Off-Road Diesel – Rack Avg + \$0.20
 - On-Road Diesel – Rack Avg + \$0.40

- Sun Coast Resources
 - Reg Unleaded – Rack Avg + \$0.0773
 - Ethanol Free Unleaded – NO BID
 - Off-Road Diesel – Rack Avg + \$0.11
 - On-Road Diesel – Rack Avg + \$0.11

Mr. Angerstein explained that while Crockett Farm & Fuel had the higher bid, their willingness to provide emergency fuel supplies on short notice and their location within the city limits were very important to city services. Mayor Pro Tem Marsh made a motion to award the bid for gasoline and diesel fuel to Crockett Farm & Fuel. Council member Beasley seconded the motion. Motion passes 4-0.

6. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS, AMENDING CHAPTER 13, LICENSED AND BUSINESS REGULATIONS, ARTICLE I, SECTION 13-1 OF THE CROCKETT CODE TO PROVIDE EXTENDED HOURS FOR THE SALE OF MIXED BEVERAGES AND MALT BEVERAGES FOR ON-PREMISES CONSUMPTION; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Mayor Pro Tem Marsh made a motion to approve an ordinance of the City of Crockett, Texas, amending Chapter 13, Licensed and Business Regulations, Article I, Section 13-1 of the Crockett Code to provide extended hours for the sale of mixed beverages and malt beverages for on-premises consumption; providing a severability clause; containing a repealing clause; and providing an effective date. Council member Beasley seconded the motion. Motion passes 3-1. Council member Ivey opposed the motion.

7. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS, AMENDING CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, ARTICLE I, OF THE CROCKETT CODE TO ADD SECTION 13-2 TO PROVIDE EXTENDED HOURS FOR PRIVATE CLUBS FOR THE ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Council member Beasley made a motion to approve an ordinance of the City of Crockett, Texas, amending Chapter 13, Licenses and Business Regulation, Article I, of the Crockett Code to add Section 13-2 to provide extended hours for private clubs for the on-premises consumption of alcoholic beverages; providing a severability clause; containing a repealing clause; and providing an effective date. Council member Jackson seconded the motion. Motion passes 3-1. Council member Ivey opposed the motion.

8. CONSIDER AND APPROVE RESOLUTION FOR AMENDMENTS TO FISCAL YEAR 2023 CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION BUDGET

Mayor Pro Tem Marsh made a motion to approve the Resolution for amendments to Fiscal Year 2023 Crockett Economic and Industrial Development Corporation budget. Council member Jackson seconded the motion. Motion passes 4-0.

9. CONSIDER AND APPROVE 2023-2024 FISCAL YEAR BUDGET FOR THE CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION

Council member Ivey made a motion to approve the 2023-2024 Fiscal Year budget for the Crockett Economic and Industrial Development Corporation. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0.

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

Mayor Pro Tem Marsh made a motion to approve payment of invoices from Crockett Economic and Industrial Development Corporation. Council member Jackson seconded the motion. Motion passes 4-0.

11. DISCUSSION REGARDING FIRE ENGINE AND LADDER TRUCK AND AUTHORIZING FIRE CHIEF TO SEEK PROPOSALS

Chief Frizzell informed council that the Crockett Fire Department ladder truck was out of service for its intended purpose after a recent inspection found several defects in various systems on the truck. The truck has been in service with the City for 23 years. The cost of repairing the defects would be approximately \$100,000. The cost of a frame-off refurbishment would be approximately \$600,000 - \$700,000. The cost of replacing the truck is approximately \$1,300,000. Chief Frizzell recommends the refurbishment option which should allow the city to get another 20+ years of service from the truck. Council member Ivey made a motion to give Chief Frizzell the authority to request proposals for

the refurbishment of the ladder truck. Council member Jackson seconded the motion. Motion passes 4-0.

Chief Frizzell also informed council members that he was requesting quotes for replacing our 30-year-old fire engine. Council member Ivey amended his previous motion to include requesting quotes for replacing the fire engine. Council member Jackson seconded the amended motion. Motion passes 4-0.

12. DISCUSSION REGARDING POLICE VEHICLE FLEET AND AUTHORIZING POLICE CHIEF TO SEEK PROPOSALS

Chief Smith informed the council that the current police vehicles are reaching the end of their useful life and experiencing more downtime due to increased wear and tear. He asked council for approval to seek bids for two (2) new police vehicles. Council member Beasley made a motion to authorize Chief Smith to seek proposals for two (2) new vehicles. Council member Jackson seconded the motion. Motion passes 4-0.

13. DISCUSSION AND APPROVAL OF EXTENSION AND INSTALLATION OF WATER AND SEWER LINES FOR RESIDENTIAL SUBDIVISION

Mr. Eldon Monk presented his proposal to build a new residential subdivision called “The Lakes” on the north side of Loop 304 within the City of Crockett roughly located between Highway 19 and the Consolidated Water offices. The development would consist of approximately 120-150 residential lots. Mr. Angerstein explained the need for council to consider sharing the cost of water and sewer line upgrades to serve this area. Mr. Angerstein estimated that the subdivision would produce approximately \$155,000 in additional utility revenue and approximately \$250,000 in additional ad-valorem tax revenue once fully developed. Chapter 212 of the Tax Code allows cities to subsidize up to 30 percent of the cost of public improvements in residential developments if funding is available and local ordinances are amended. The city’s share of utility improvements would be approximately \$380,000 and the city’s share of constructing public improvements would cost approximately \$800,000 if council approved the full 30% share. The City Council was united in their support for this project and directed Mr. Angerstein to move forward with research into ordinance amendments and allocation of funding for the development.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:21 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 Fisher

August 2023

Manpower: 16

Manpower Hours: 2996

Calls: 517

Accidents: 15

Arrests: 51

Traffic: 358

Reports: 99

Alarm Calls: 28

False Alarms: 22

No Fault Alarms: 6

Assault: 3

Burglary: 7

Criminal Mischief: 4

Criminal Trespass: 2

Disorderly Conduct: 0

Driving While Intoxicated: 4

Forgery: 3

Possession of Controlled Substance: 6

Possession of Drug Paraphernalia: 7

Possession of Marijuana: 4

Public Intoxication: 3

Resisting Arrest: 0

Theft: 8

Unlawful Possession of Firearm: 0

Unauthorized use of Motor Vehicle: 5

Miscellaneous Offenses: 62

Comments: REPORTING PERIOD: AUGUST 1-31, 2023 MISCELLANEOUS OFFENSES INCLUDES 19 WARRANT SERVICES.

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

Item 3.

| 2023 | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD | AVG |
|----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|------------|----------|
| CITY CALLS | 29 | 35 | 30 | 42 | 27 | 30 | 27 | 54 | 0 | 0 | 0 | 0 | 274 | 0 |
| STRUCTURE FIRES: | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 6 | 0 |
| Business | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 3 | 0 | 0 | 0 | 0 | 5 | 0 |
| Residential | 0 | 1 | 0 | 1 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 5 | 0 |
| VEHICLE FIRES | 0 | 1 | 1 | 1 | 2 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 7 | 0 |
| GRASS / WOODS FIRES | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 4 | 0 | 0 | 0 | 0 | 8 | 0 |
| REFUSE / TRASH FIRE | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 5 | 0 |
| VEHICLE ACCIDENT | 9 | 4 | 6 | 3 | 5 | 6 | 4 | 10 | 0 | 0 | 0 | 0 | 47 | 0 |
| VEHICLE ACCIDENT w/RESCUE | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 3 | 0 |
| TECHNICAL RESCUE | 0 | 0 | 3 | 3 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 7 | 0 |
| | | | | | | | | | | | | | 0 | 0 |
| POWERLINE EMERGENCIES | 5 | 2 | 1 | 7 | 3 | 5 | 2 | 9 | 0 | 0 | 0 | 0 | 34 | 0 |
| TREES DOWN | 2 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 0 |
| NATURAL/LPG GAS LEAK | 0 | 3 | 4 | 1 | 2 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 14 | 0 |
| HAZ-MAT SPILL / LEAK | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 16 | 0 |
| CARBON MONOXIDE ALARM | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| EMS FIRST RESPONDER | 3 | 5 | 1 | 0 | 5 | 4 | 3 | 12 | 0 | 0 | 0 | 0 | 33 | 0 |
| EMS LIFT ASSIST | 2 | 6 | 5 | 11 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | 0 |
| LANDING ZONE SET-UP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FALSE ALARM BUSINESS | 3 | 4 | 2 | 5 | 2 | 4 | 1 | 7 | 0 | 0 | 0 | 0 | 28 | 0 |
| FALSE ALARM RESIDENTIAL | 0 | 3 | 2 | 2 | 3 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 14 | 0 |
| TERRORISTIC/BOMB THREAT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FIRE / SMOKE INVESTIGATION | 1 | 4 | 2 | 1 | 2 | 3 | 6 | 2 | 0 | 0 | 0 | 0 | 21 | 0 |
| CONTROL BURN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRAFFIC CONTROL | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 |
| AGENCY ASSIST | 1 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 4 | 0 |
| ARSON ARREST | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

| 2023 | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD | AVG |
|--------------------------------|-----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|----------|----------|----------|------------|----------|
| COUNTY CALLS | 16 | 10 | 23 | 10 | 7 | 14 | 12 | 25 | 0 | 0 | 0 | 0 | 117 | 0 |
| STRUCTURE FIRES: | 1 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 |
| Business | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Residential | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 5 | 0 |
| VEHICLE FIRES | 1 | 2 | 1 | 0 | 1 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 9 | 0 |
| GRASS / WOODS FIRES | 2 | 1 | 6 | 0 | 0 | 1 | 2 | 14 | 0 | 0 | 0 | 0 | 26 | 0 |
| REFUSE / TRASH FIRE | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 |
| | | | | | | | | | | | | | | |
| VEHICLE ACCIDENT | 9 | 2 | 6 | 7 | 5 | 5 | 6 | 2 | 0 | 0 | 0 | 0 | 42 | 0 |
| VEHICLE ACCIDENT w/Extrication | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 |
| TECHNICAL RESCUE | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| LANDING ZONE SET-UP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HAZ-MAT SPILL / LEAK | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | |
| POWERLINE EMERGENCIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TREES DOWN | 0 | 0 | 2 | 1 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 0 |
| NATURAL/LPG GAS LEAK | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | 0 |
| OIL/GAS WELL FIRE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CARBON MONOXIDE ALARM | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 |
| | | | | | | | | | | | | | | |
| EMS FIRST RESPONDER | 0 | 0 | 1 | 0 | 0 | 3 | 0 | 2 | 0 | 0 | 0 | 0 | 6 | 0 |
| EMS LIFT ASSIST | 1 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 |
| | | | | | | | | | | | | | | |
| FALSE ALARM BUSINESS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FALSE ALARM RESIDENTIAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 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 | 0 | 0 | 0 | 0 | 1 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 6 | 0 |
| TRAFFIC CONTROL | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| CONTROL BURN | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| | | | | | | | | | | | | | | |
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CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

Item 3.

| 2023 | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD | AVG |
|------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|--------|--------|-----|--------|--------|-----|
| TOTAL CALLS | 45 | 45 | 53 | 52 | 34 | 44 | 39 | 79 | 0 | 0 | 0 | 0 | 391 | 0 |
| ACTIVE MEMBERS (PAID / VOL.) | 18 | 18 | 18 | 18 | 17 | 17 | 17 | 17 | 0 | 0 | 0 | 0 | 0 | 0 |
| PAYROLL | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$0 | \$0 | \$0 | \$0 | \$0 | 0 |
| VOLUNTEER MAN HOURS | 340 | 320 | 350 | 368 | 315 | 325 | 310 | 435 | 0 | 0 | 0 | 0 | 0 | 0 |
| COST PER MAN HOUR | \$15.00 | \$15.93 | \$14.57 | \$13.85 | \$16.20 | \$15.69 | \$16.45 | \$11.72 | \$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 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CIVILIAN FATALITIES | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MUTUAL AID GIVEN | 1 | 2 | 2 | 2 | 2 | 2 | 3 | 11 | 0 | 0 | 0 | 0 | 0 | 0 |
| MUTUAL AID RECEIVED | 1 | 1 | 0 | 0 | 0 | 0 | 2 | 7 | 0 | 0 | 0 | 0 | 0 | 0 |
| OUT OF COUNTY CALLS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Notes:

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Christmas in Crockett Festival Event Plan



Christmas in Crockett 2023

PURPOSE: Below is a comprehensive list of modifications being implemented for the 41st Annual Christmas in Crockett to be held in November of 2023. 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 18, 2023. Vendor booths are placed around the downtown square and on Goliad and Houston Avenue. The event will open from 10 am until 4 pm with vendor set-up November 17 after 6 pm and at 6 am on November 18. All event activities will take place outdoors. NO indoor activities. A Food Court will be placed at Farmers Market Park with vendors leading to it from 5th street.

FRIDAY SET-UP: On Friday, Nov 17th, 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. in the City Market Park.

SATURDAY SET-UP: Those vendors who arrive Saturday, Nov 18th, 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)

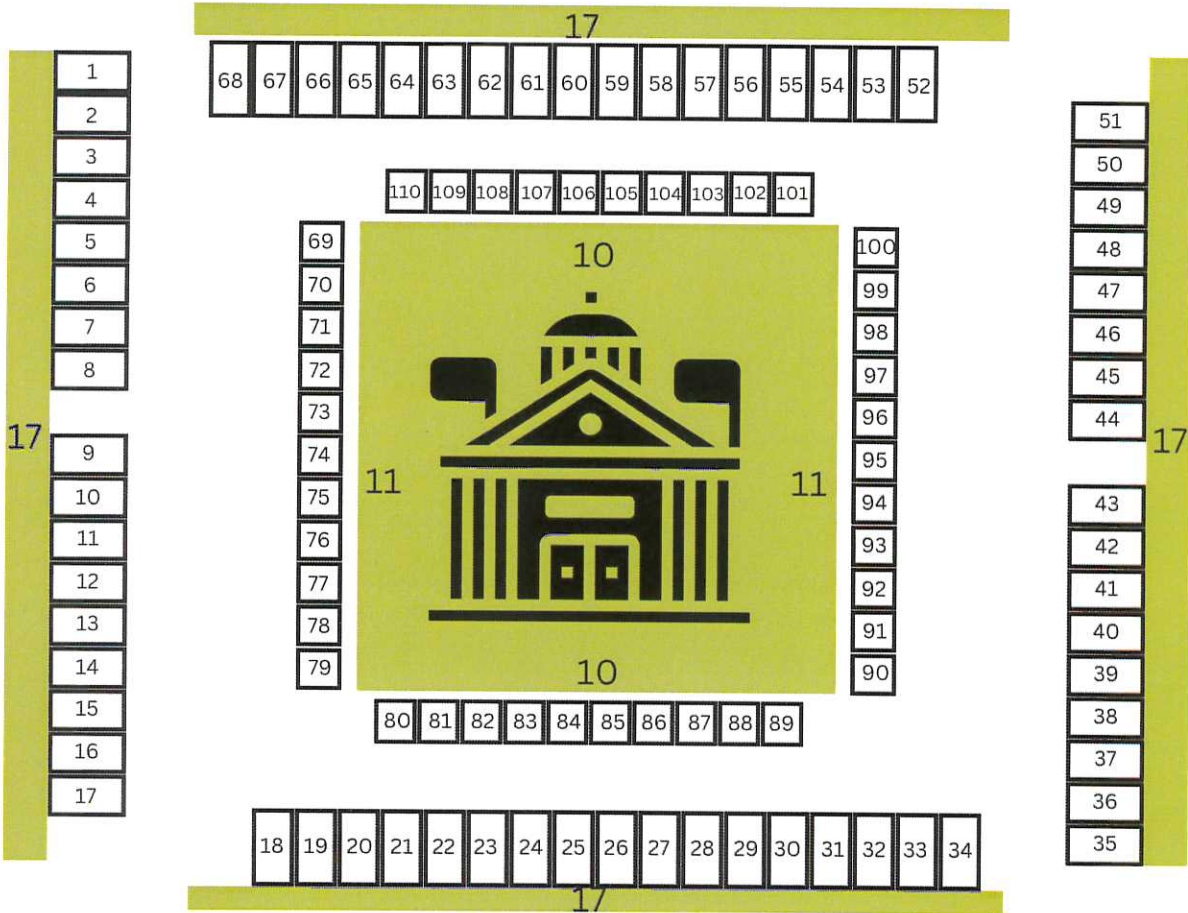
Vendor Booths

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 1' from the next. The Chamber will cover markings with black paint around the square after the festival.



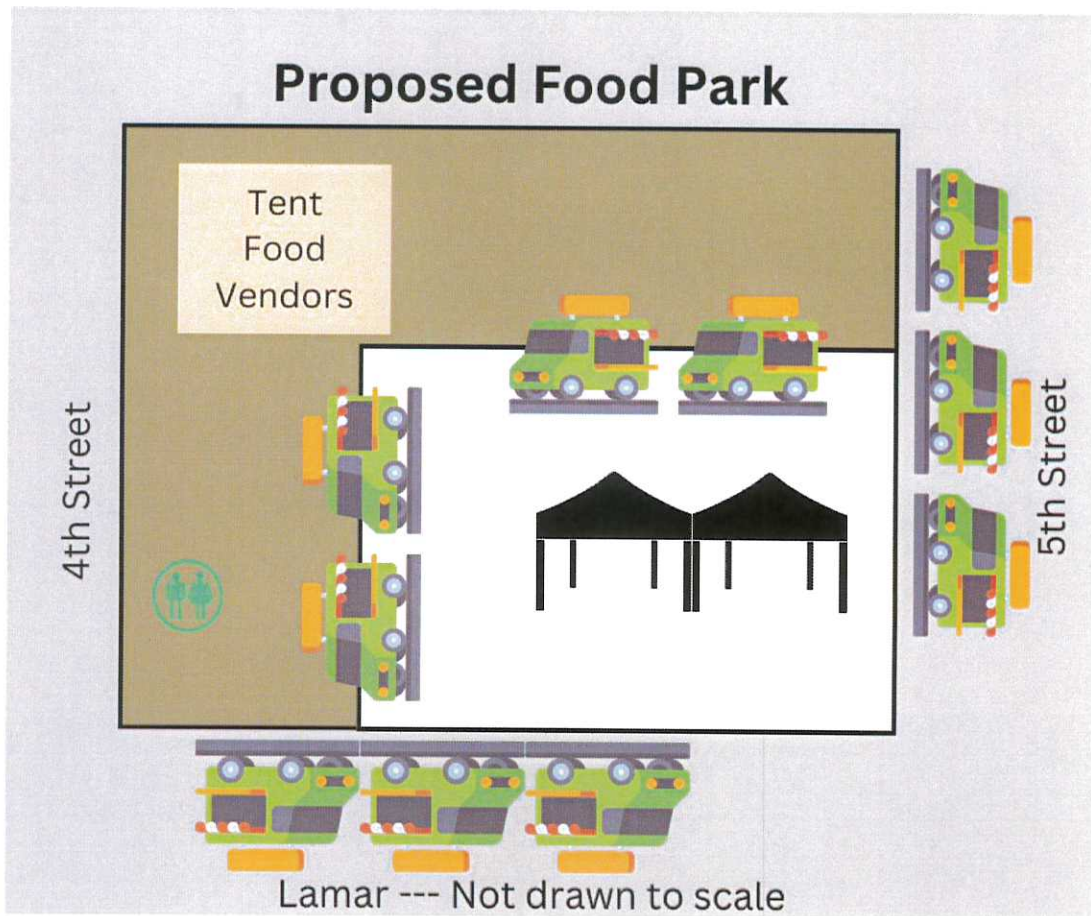
2023 Festival Map Downtown

All vendors will be provided a map as well as ingress and egress to the festival area.



Dedicated Food Park (Not drawn to scale)

In Farmers Market Park between 4th and 5th street.
No Electricity will be used



STATE OF TEXAS §

COUNTY OF HOUSTON §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Crockett, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

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

WHEREAS, the local government has requested the temporary closure of State Highways around the one way square in Crockett for the purpose of the 41st Annual Christmas in Crockett (November 18, 2023), from 5:00 AM to 7:00 PM 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 18th day of September, 2023, the Crockett City Council passed Resolution / Ordinance No. R-09-23, 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:

A G R E E M E N T

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.

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 man-made 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

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

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: |
|--|------------------------------------|
| <u>City of Crockett</u> | Texas Department of Transportation |
| <u>John Angerstein, City Administrator</u> | <u>1805 North Timberland Drive</u> |
| <u>200 N. Fifth Street</u> | <u>Lufkin, TX 75901</u> |
| <u>Crockett, TX 75835</u> | _____ |

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 OF CROCKETT

Executed on behalf of the local government by:

By _____ Date September 18, 2023
City Official

Typed or Printed Name and Title Mr. John Angerstein, City Administrator
City of Crockett

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

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.

Exhibit B

SEE ATTACHED RESOLUTION NO. R-09-23

**CITY OF CROCKETT
RESOLUTION NO. R-09-23**

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 18th day of September 2023.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

Exhibit C

SEE ATTACHED MAP

Law Enforcement

Chamber safety director will use 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 for Christmas in Crockett



CITY OF CROCKETT
CARNIVAL/CIRCUS PERMIT APPLICATION

Date: 09/01/2023

I represent Culpepper and Merriweather Circus

Sponsored By: Crockett Area Chamber of Commerce

I hereby make application for a permit for a:

Big-Top Circus

Number of railroad cars, trucks, trailers, semi-trailers, rides, shows and concessions:

3 sem-trucks, one concession truck, 10 to 12 travel trailers/small trucks/vehicles, one big top and 2 bounce houses on the midway.

Dates: October 15, 2023

Location Held: Crockett Civic Center Grounds

As part of this application, I hereby agree to indemnify and hold harmless the City of Crockett, its agents and employees from and against all claims, damages, losses and expenses arising, either directly or indirectly, from the activity for which this permit is issued. It being further understood by me that the City of Crockett by approving said permit assumes no liability, responsibility, or accountability for the activity or action which applicant proposes, the responsibility as hereinbefore stated, being solely the responsibility of me.

SIGNATURE OF APPLICANT: Liza Clark
NAME OF APPLICANT: Liza Clark
ADDRESS OF APPLICANT: 507 E Houston Crockett, TX 75835
TELEPHONE NUMBER OF APPLICANT: 936-544-2359
SOCIAL SECURITY NUMBER OF APPLICANT: 454-31-0628
BIRTH DATE OF APPLICANT: 05/30/1966

** On back list all employee's names, social security numbers and birth dates or attach a list.

FEE REQUIRED IS \$100.00 AND MUST PROVIDE PROOF OF LIABILITY INSURANCE (MINIMUM OF \$500,000 PER PERSON AND ONE MILLION DOLLARS PER OCCURRENCE).

Fee must accompany application \$ 100.00

CITY COUNCIL APPROVAL: For _____ Against _____

PERMIT IS: Approved _____ Denied: _____

CITY SECRETARY

cc: POLICE CHIEF/FIRE MARSHALL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) **08/23/2023** Item 6.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER AssuredPartners of Minnesota LLC 2685 Long Lake Road St. Paul MN 55113 | CONTACT NAME: Krista Sanborn PHONE (A/C, No, Ext): (651) 644-7200 FAX (A/C, No): (651) 644-9137 E-MAIL ADDRESS: krista.sanborn@assuredpartners.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Burlington Insurance Company NAIC # 23620 | |
| INSURER B: National Liability & Fire Insurance Co 20052 | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

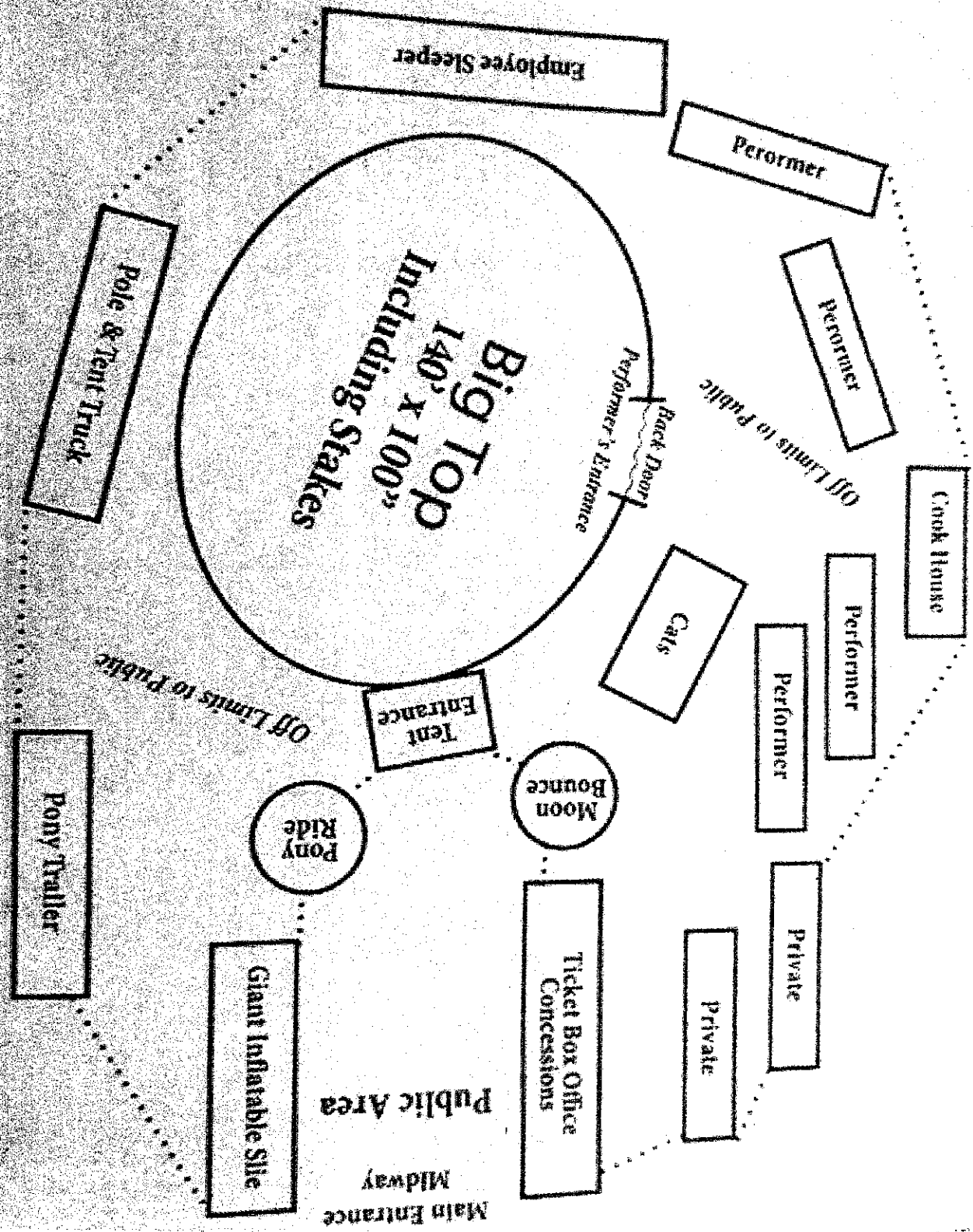
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 820BG02655-02 | 04/23/2023 | 04/23/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) \$ Excluded |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | 73APB006417 | 04/23/2023 | 04/23/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | | 820BE05749-01 | 04/23/2023 | 04/23/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 1,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | N/A | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date: October 15, 2023
 Event Location: Crockett Civic Center, 1100 Edmiston Dr., Crockett, TX 75835

Crockett Area Chamber of Commerce and City of Crockett are included as Additional Insured with respects to the General Liability when required by a written contract/agreement.

| | |
|---|--|
| CERTIFICATE HOLDER Crockett Area Chamber of Commerce Attn: Liza Clark 507 E. Houston Crockett TX 75835 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|



STATE OF TEXAS §

COUNTY OF HOUSTON §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Crockett, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

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

WHEREAS, the local government has requested the temporary closure of State Highways around the EAST SIDE of the square in Crockett for the purpose of the Christmas Lighting of Downtown Crockett (November 15, 2023), from 5:00 PM to 7:15 PM 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 18th day of September, 2023, the Crockett City Council passed Resolution / Ordinance No. R-09B-23, 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:

A G R E E M E N T

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.

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 man-made 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

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

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: |
|--|--|
| <u>City of Crockett</u> <u>John Angerstein, City Administrator</u> <u>200 N. Fifth Street</u> <u>Crockett, TX 75835</u> | <u>Texas Department of Transportation</u> <u>1805 North Timberland Drive</u> <u>Lufkin, TX 75901</u> |

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 OF CROCKETT

Executed on behalf of the local government by:

By _____ Date September 18, 2023
City Official

Typed or Printed Name and Title Mr. John Angerstein, City Administrator
City of Crockett

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

This is the 2nd Annual Christmas Lighting of Downtown Crockett.

This event is sponsored by the Downtown Crockett Association in partnership with the Crockett Ministerial Alliance.

It will include choirs and speakers from area churches.



8 June 2023

John Angerstein, CPM

City Administrator – Crockett TX

Mr. Angerstein,

The Downtown Crockett Association in partnership with The Crockett Ministerial Association will be hosting the official Christmas Lighting of Downtown Crockett on Wednesday, November 15, 2023, beginning at 6pm. The event is titled THE LIGHT OF CHRISTMAS and will last approximately one hour and will include choirs and speakers from area churches.

The event will center around the EAST SIDE of the CROCKETT SQUARE. This will be a pedestrian only event and will require closing the EAST SIDE OF THE SQUARE to vehicular traffic. We are asking that this area be closed at 5pm with reopening at approximately 7:15pm. Please see the attached map. The proposed closure is a repeat of last year's plan.

We have a very small group of volunteers and will need assistance from the city and/or county to help with directing/detouring traffic.

The Downtown Crockett Association (DCA) thanks the city for the help at last year's event and expects an even larger crowd this year. Should you need more information, please don't hesitate to call.

Best Regards,

Suzan C. Knox

936.544.6867

Exhibit B

SEE ATTACHED RESOLUTION NO. R-09B-23

CITY OF CROCKETT
RESOLUTION NO. R-09B-23

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 the East Side of State Highway for the Christmas Lighting of Downtown 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 Christmas Lighting of Downtown 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 Christmas Lighting of Downtown Crockett.

PASSED AND APPROVED, this 18th day of September 2023.

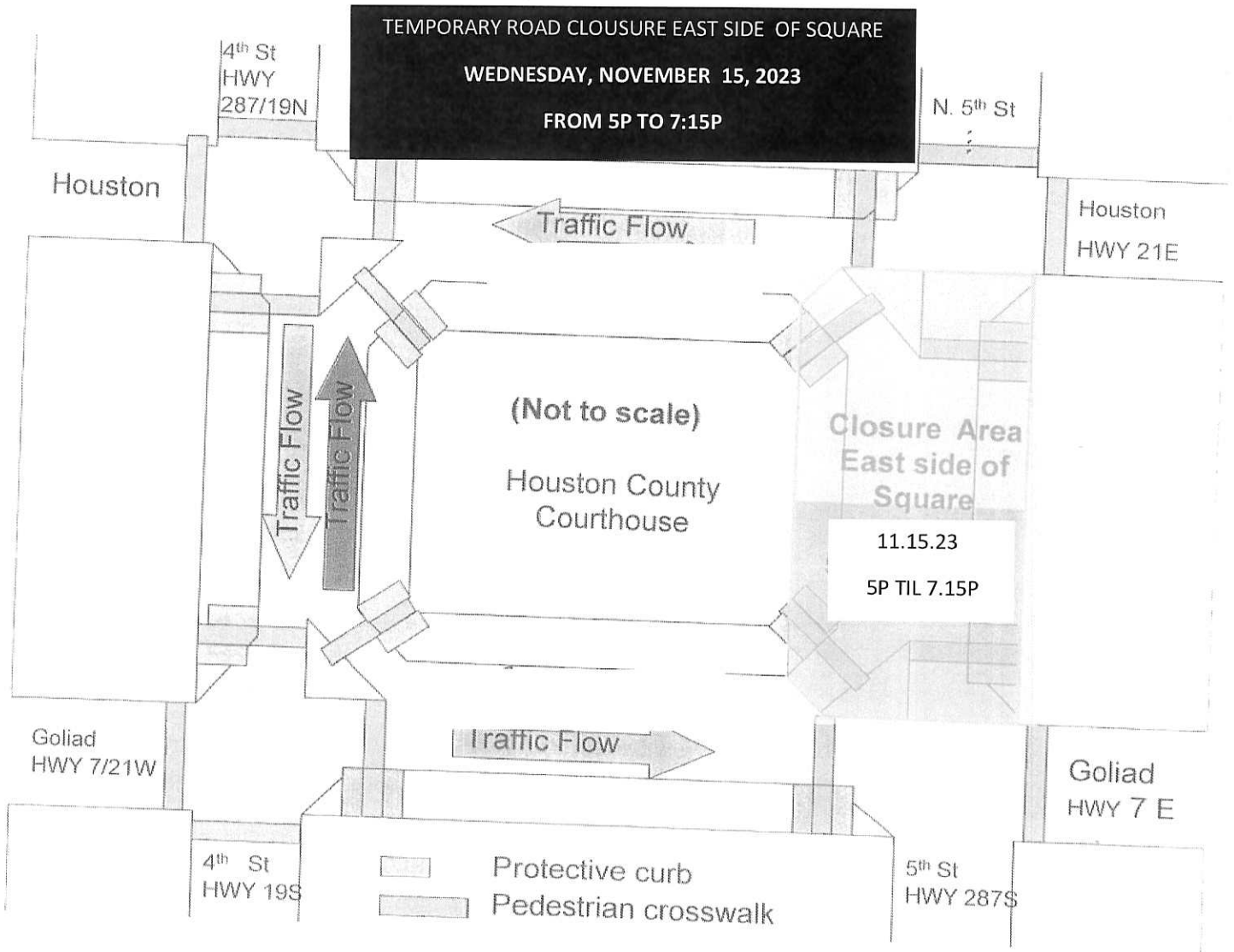
Dr. Ianthia Fisher, Mayor

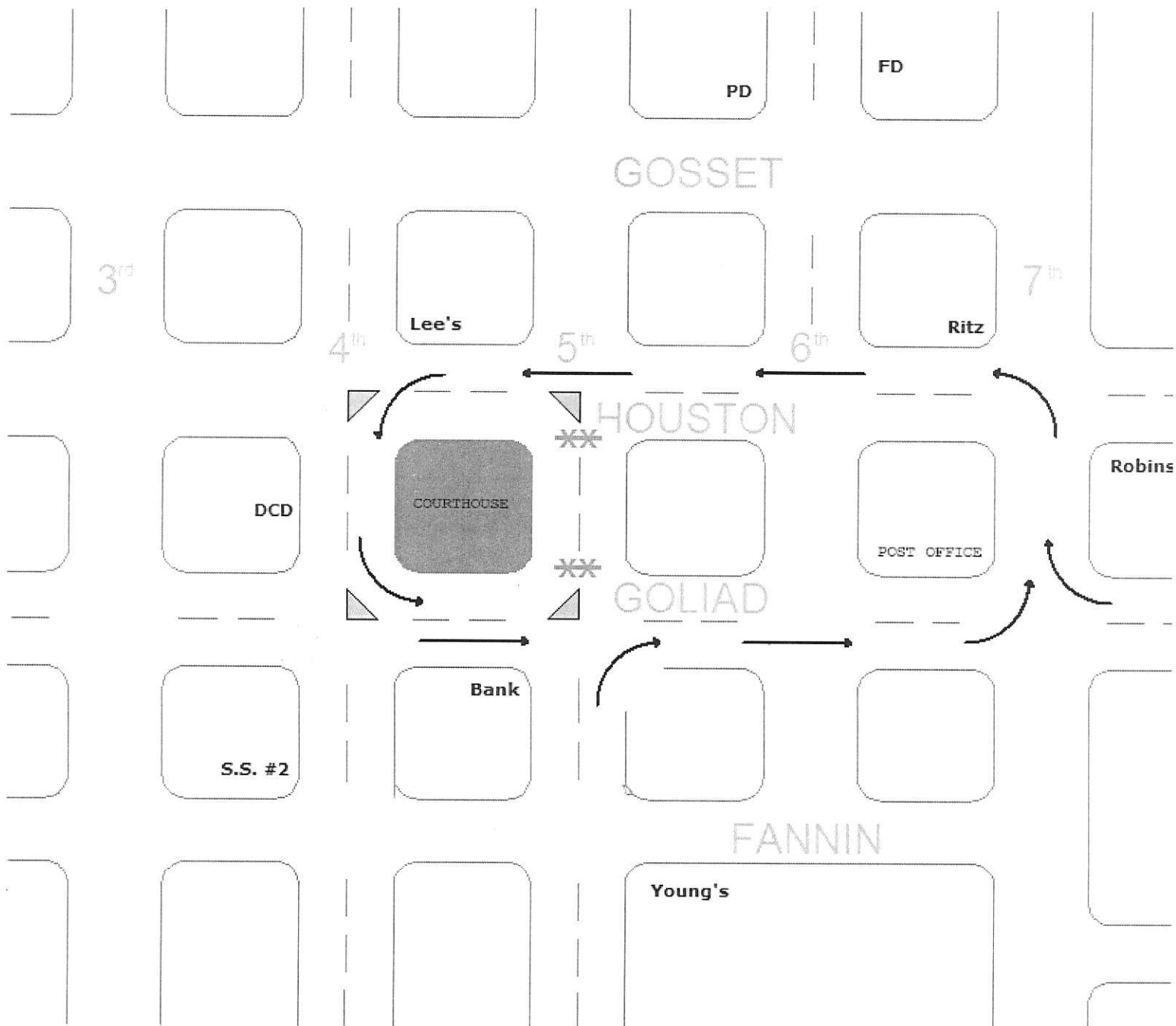
ATTEST:

Mitzi Stefka, City Secretary

Exhibit C

SEE ATTACHED MAP





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: September 2022
TERM EXPIRES: APRIL 2025

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: September 2022
TERM EXPIRES: JULY 2025

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

CITY OF CROCKETT
RESOLUTION R-09C-23

RESOLUTION OF THE CITY OF CROCKETT, TEXAS REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION TO REDESIGNATE TEXAS STATE HIGHWAYS 7, 19, AND 21 AND U.S. HIGHWAY 287 SO THEY RUN CONCURRENTLY WITH TX-LOOP 304 AND REDESIGNATE THE ORIGINAL FOOTPRINTS OF TEXAS HIGHWAYS 7, 19, AND 21 AND U.S. HIGHWAY 287 INSIDE TX-LOOP 304 BE DESIGNATED AS BUSINESS HIGHWAYS 7, 19, 21 AND 287

WHEREAS, Crockett is the county seat of Houston County, the first county established in the State of Texas; and

WHEREAS, the Houston County courthouse is in the middle of a one-way courthouse circle in the center of downtown Crockett; and

WHEREAS, a unique feature of Crockett is that four highly trafficked major highways have routes that go through Crockett, resulting in a saying that “all roads lead to Crockett”; and

WHEREAS, those four highways are:

1. State Highway 7 east and west, which runs from Interstate 35 south of Waco, Texas, to U.S. Hwy 84 near the Texas-Louisiana state line;
2. State Highway 21, which runs from the Texas-Louisianan boundary east of San Augustine to San Marcos in east and central Texas;
3. State Highway 19, which runs from Huntsville, Texas, to Paris Texas
4. U.S. Hwy 287, which runs north and south from Port Arthur, Texas through Fort Worth and Amarillo into Oklahoma, Colorado, Wyoming, and Montana; and

WHEREAS, the existing routes for State Highways 7, 19, and 21 and U.S. Highway 287 run concurrently and intersect with local streets inside TX-Loop 304, including the one-way downtown courthouse circle; and

WHEREAS, semi-truck traffic and other excessive thru traffic on streets inside Loop 304 is detrimental to the safety of pedestrians and other drivers, especially around the courthouse square where drivers unfamiliar with the circle traffic pattern often drive the wrong way on the one-way circle and fail to yield to pedestrians; and

WHEREAS, rerouting State Highways 7, 19, and 21 and U.S. Highway 287 will improve traffic safety and allow traffic to move more efficiently through the City of Crockett.

NOW THEREFORE, BE IT RESOLVED: by the Crockett City Council that a request is made to the Texas Department of Transportation that State Highways 7, 19, and 21 and U.S. Highway 287 be redesignated to run concurrent with TX-Loop 304 and the existing routes of State Highways 7, 19, and 21 and U.S. Highway 287 inside TX-Loop 304 be designated as Business State Highways 7, 19, and 21 and Business U.S. Highway 287.

PASSED AND ADOPTED this 18th day of September 2023.

ATTEST:

MITZI STEFKA, CITY SECRETARY

CITY OF CROCKETT, TEXAS
BY: _____
DR. IANTHIA FISHER, MAYOR

RESOLUTION NO. R-09D-23

SEPTEMBER 18, 2023

WHEREAS, the City of Crockett has experienced unforeseen expenditures and revenue during its FY 2023 budget year; and

Whereas, the City Charter allows for public necessity that the budget may be amended and appropriations moved from one department to another or within a department;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crockett that the City’s FY 2023 Budget be amended in the following manner:

FY 2023 AMENDMENT ONE

REVENUES

| | | Original Total Budget | Change | Amended Budget Total |
|---|--------------------------------|----------------------------------|-------------------|---------------------------------|
| Fund: 01 - GENERAL FUND | | | | |
| 01-305-00 | TAXES - CURRENT | 1,900,380.00 | (100,000.00) | 1,800,380.00 |
| 01-306-00 | TAXES - DELINQUENT | 51,414.00 | 40,000.00 | 91,414.00 |
| 01-308-00 | TAXES - INTEREST & PENALTIES | 40,528.00 | 33,000.00 | 73,528.00 |
| 01-312-00 | CITY SALES TAX | 1,319,805.00 | 133,460.00 | 1,453,265.00 |
| 01-314-00 | INTEREST EARNED | 1,415.00 | 16,000.00 | 17,415.00 |
| 01-315-00 | DONATIONS/PARK | - | 1,500.00 | 1,500.00 |
| 01-316-00 | SALE OF ASSETS | - | 59,660.00 | 59,660.00 |
| 01-322-00 | MUNICIPAL COURT | 90,956.00 | 20,000.00 | 110,956.00 |
| 01-325-00 | POWER & LIGHT FRANCHISE | 273,804.00 | 16,800.00 | 290,604.00 |
| 01-328-04 | RENTAL/LEASE REVENUE | - | 20,475.00 | 20,475.00 |
| 01-330-00 | MISC. LICENSES, PERMITS & FEES | 47,670.00 | 20,000.00 | 67,670.00 |
| 01-339-00 | SCHOOL RESOURCE OFFICER | 50,568.00 | (37,926.00) | 12,642.00 |
| Total Revenue Change for General Fund: | | | 222,969.00 | |

Fund: 02 - WATER AND SEWER

| | | | | |
|---------------------------|-----------------------------|--------------|------------|--------------|
| 02-302-00 | PENALTIES | 75,499.00 | 4,000.00 | 79,499.00 |
| 02-304-00 | UTILITY FEES - WATER | 2,083,188.00 | 250,000.00 | 2,333,188.00 |
| 02-305-00 | INSPECTIONS, PERMITS & TAPS | 3,358.00 | 5,000.00 | 8,358.00 |
| 02-310-00 | UTILITY FEES - SEWER | 1,358,484.00 | 20,000.00 | 1,378,484.00 |

| | | | | |
|---|--------------------------|-----------|-------------------|----------|
| 02-311-00 | SERVICE CHARGES & RECONN | 12,116.00 | (7,000.00) | 5,116.00 |
| 02-312-00 | SUNDRY | 8,288.00 | (7,000.00) | 1,288.00 |
| Total Revenue Change for Utility Fund: | | | 265,000.00 | |

Fund: 06 - SPECIAL REVENUES

| | | | | |
|--|-------------------------------|---|-------------------|------------|
| 06-341-00 | EDA DISASTER SUPPLEMENTAL | - | 144,257.14 | 144,257.14 |
| 06-345-04 | CDBG GRANT-SEWER IMPROVEMENTS | - | 8,575.00 | 8,575.00 |
| 06-345-07 | TWDB WATER LINE REHAB | - | 82,350.00 | 82,350.00 |
| 06-346-00 | MISC PROCEEDS | - | 57,217.00 | 57,217.00 |
| Total Revenue Change for Special Revenue: | | - | 292,399.14 | |

EXPENDITURES

Fund: 01 – General Fund

General Administration Expense

| | | | | |
|---|--------------------------------|------------|------------------|------------|
| 01-402-51 | OVERTIME | 4,000.00 | (1,000.00) | 3,000.00 |
| 01-403-51 | SALARIES | 270,328.00 | 5,000.00 | 275,328.00 |
| 01-410-51 | POSTAGE | 2,000.00 | (1,000.00) | 1,000.00 |
| 01-411-51 | MAINT/REPAIR BUILDINGS | 5,000.00 | 2,000.00 | 7,000.00 |
| 01-414-51 | MAINT/REPAIR EQUIPMENT | 6,700.00 | (4,000.00) | 2,700.00 |
| 01-417-51 | INS. FIRE & LIABILITY | 3,100.00 | 900.00 | 4,000.00 |
| 01-427-51 | TAX DISTRICT | 70,390.00 | 9,300.00 | 79,690.00 |
| 01-431-51 | GASOLINE, GREASE & OIL | 4,000.00 | 1,500.00 | 5,500.00 |
| 01-434-51 | LEGAL/PROF ATTORNEY | 16,000.00 | 15,000.00 | 31,000.00 |
| 01-436-51 | LEGAL/PROFESSIONAL - OTHER | 12,000.00 | 6,000.00 | 18,000.00 |
| 01-440-51 | DATA PROCESSING | 13,800.00 | (5,000.00) | 8,800.00 |
| 01-450-51 | TELEPHONE | 7,500.00 | 5,000.00 | 12,500.00 |
| 01-460-51 | TRAVEL & TRAINING | 8,000.00 | (3,000.00) | 5,000.00 |
| 01-463-51 | CONTINGENCY | 90,000.00 | (65,000.00) | 25,000.00 |
| 01-464-51 | ERP SOFTWARE IMPLEMENTATION | - | 131,246.00 | 131,246.00 |
| Total Change for General Administration: | | | 96,946.00 | |

Street Department Expenses

| | | | | |
|--|------------------------|------------|------------------|------------|
| 01-402-52 | OVERTIME | 7,500.00 | 2,500.00 | 10,000.00 |
| 01-403-52 | SALARIES | 247,000.00 | 1,500.00 | 248,500.00 |
| 01-404-52 | MATERIALS & SUPPLIES | 16,000.00 | (6,000.00) | 10,000.00 |
| 01-406-52 | TOOLS & EQUIPMENT | 6,000.00 | (2,000.00) | 4,000.00 |
| 01-410-52 | SIGNS | 10,000.00 | (7,000.00) | 3,000.00 |
| 01-413-52 | MAINT/REPAIR TRUCKS | 19,000.00 | (6,000.00) | 13,000.00 |
| 01-415-52 | MAINT/REPAIR STREETS | 350,000.00 | 65,000.00 | 415,000.00 |
| 01-431-52 | GASOLINE, GREASE & OIL | 44,000.00 | (8,000.00) | 36,000.00 |
| Total Change for Street Department: | | | 40,000.00 | |

Parks Department Expenses

| | | | | |
|---|-----------------------------|------------|--------------------|------------|
| 01-403-54 | SALARIES | 163,124.00 | (26,000.00) | 137,124.00 |
| 01-404-54 | MATERIALS & SUPPLIES - PARK | 13,450.00 | 7,000.00 | 20,450.00 |
| 01-414-54 | MAINT/REPAIR EQUIPMENT | 5,000.00 | 5,000.00 | 10,000.00 |
| 01-418-54 | INSURANCE - HOSP/LIFE | 25,763.00 | (8,000.00) | 17,763.00 |
| 01-471-54 | RETIREMENT | 21,158.00 | (2,000.00) | 19,158.00 |
| 01-474-54 | PAYROLL TAXES - FICA & TEC | 14,190.00 | (3,000.00) | 11,190.00 |
| 01-476-54 | BREWER PARK MAINT-REPAIR | 1,000.00 | (1,000.00) | - |
| Total Change for Parks Department: | | | (28,000.00) | |

Police Department Expenses

| | | | | |
|---------------------------|------------------------|------------|-------------|------------|
| 01-402-55 | OVERTIME | 22,000.00 | 16,000.00 | 38,000.00 |
| 01-403-55 | SALARIES | 988,312.00 | (72,000.00) | 916,312.00 |
| 01-404-55 | MATERIALS & SUPPLIES | 12,900.00 | 2,200.00 | 15,100.00 |
| 01-406-55 | TOOLS & EQUIPMENT | 3,000.00 | (3,000.00) | - |
| 01-411-55 | MAINT/REPAIR BUILDINGS | 3,000.00 | (1,000.00) | 2,000.00 |
| 01-413-55 | MAINT/REPAIR AUTOS | 18,000.00 | 10,000.00 | 28,000.00 |
| 01-418-55 | INSURANCE - HOSP/LIFE | 154,729.00 | (25,000.00) | 129,729.00 |

| | | | | |
|--|----------------------------|------------|--------------------|------------|
| 01-420-55 | INS. WORKER'S COMP | 48,558.00 | (6,000.00) | 42,558.00 |
| 01-423-55 | INSURANCE - VEHICLE & LIAB | 6,800.00 | 1,500.00 | 8,300.00 |
| 01-431-55 | GASOLINE, GREASE & OIL | 47,000.00 | (7,000.00) | 40,000.00 |
| 01-440-55 | DATA PROCESSING | 12,000.00 | 6,500.00 | 18,500.00 |
| 01-444-55 | VET/IMPOUND | 22,000.00 | (11,000.00) | 11,000.00 |
| 01-460-55 | TRAVEL & TRAINING | 8,500.00 | 10,000.00 | 18,500.00 |
| 01-471-55 | RETIREMENT | 146,049.00 | (8,000.00) | 138,049.00 |
| 01-474-55 | PAYROLL TAXES - FICA & TEC | 81,004.00 | (9,000.00) | 72,004.00 |
| 01-482-55 | EQUIP LEASE/REPLACEMENT | 12,528.00 | 7,000.00 | 19,528.00 |
| Total Change for Police Department: | | | (88,800.00) | |

Fire Department Expenses

| | | | | |
|--|-------------------------------|------------|-----------------|------------|
| 01-402-56 | OVERTIME | 19,702.00 | 6,000.00 | 25,702.00 |
| 01-403-56 | SALARIES | 297,830.00 | (16,000.00) | 281,830.00 |
| 01-404-56 | MATERIALS & SUPPLIES | 6,000.00 | 5,800.00 | 11,800.00 |
| 01-406-56 | TOOLS/EQUIPMENT | 2,000.00 | (1,500.00) | 500.00 |
| 01-411-56 | MAINT/REPAIR BUILDING | 3,000.00 | 5,000.00 | 8,000.00 |
| 01-413-56 | MAINT/REPAIR AUTOS & TRUCKS | 15,500.00 | 9,500.00 | 25,000.00 |
| 01-414-56 | MAINT/REPAIR EQUIPMENT | 12,000.00 | 5,500.00 | 17,500.00 |
| 01-418-56 | INSURANCE - HOSP/LIFE | 34,392.00 | (12,000.00) | 22,392.00 |
| 01-420-56 | INS. WORKER'S COMP | 19,137.00 | (1,000.00) | 18,137.00 |
| 01-422-56 | INSURANCE - FIRE-LIAB-VEHICLE | 5,600.00 | 500.00 | 6,100.00 |
| 01-431-56 | GASOLINE, GREASE & OIL | 12,000.00 | 3,000.00 | 15,000.00 |
| 01-432-56 | LEGAL & PROFESSIONAL | 4,800.00 | 4,500.00 | 9,300.00 |
| 01-460-56 | TRAVEL & TRAINING | 5,750.00 | 1,500.00 | 7,250.00 |
| 01-461-56 | UNIFORMS & ACCESSORIES | 4,000.00 | (2,000.00) | 2,000.00 |
| 01-471-56 | RETIREMENT | 33,120.00 | 2,000.00 | 35,120.00 |
| 01-474-56 | PAYROLL TAXES - FICA & TEC | 26,073.00 | (2,000.00) | 24,073.00 |
| Total Change for Fire Department: | | | 8,800.00 | |

Library

| | | | | |
|---------------------------------------|------------------------|------------|------------------|------------|
| 01-403-59 | SALARIES | 121,420.00 | 10,000.00 | 131,420.00 |
| 01-414-59 | MAINT/REPAIR EQUIPMENT | 100.00 | 1,000.00 | 1,100.00 |
| 01-417-59 | INS. FIRE & LIABILITY | 4,500.00 | 500.00 | 5,000.00 |
| 01-418-59 | INSURANCE - HOSP/LIFE | 17,217.00 | (5,000.00) | 12,217.00 |
| 01-429-59 | ELECTRICITY | 7,000.00 | 1,500.00 | 8,500.00 |
| 01-430-59 | GAS | 1,700.00 | 500.00 | 2,200.00 |
| 01-460-59 | TRAVEL & TRAINING | 600.00 | (600.00) | - |
| 01-471-59 | RETIREMENT | 12,306.00 | (3,500.00) | 8,806.00 |
| Total Change for Library: | | | 4,400.00 | |
| Total Change for General Fund: | | | 33,346.00 | |

**Fund: 02 Utility Fund
Water Department
Expenses**

| | | | | |
|---|----------------------------|------------|-------------------|------------|
| 02-402-53 | OVERTIME | 35,000.00 | 15,000.00 | 50,000.00 |
| 02-403-53 | SALARIES | 384,426.00 | 50,000.00 | 434,426.00 |
| 02-404-53 | MATERIALS & SUPPLIES | 125,000.00 | 80,000.00 | 205,000.00 |
| 02-406-53 | TOOLS & EQUIPMENT | 5,000.00 | 11,000.00 | 16,000.00 |
| 02-410-53 | POSTAGE | 15,000.00 | (3,000.00) | 12,000.00 |
| 02-411-53 | MAINT/REPAIR BUILDINGS | 5,000.00 | (3,000.00) | 2,000.00 |
| 02-413-53 | MAINT/REPAIR AUTOS | 18,600.00 | (6,000.00) | 12,600.00 |
| 02-414-53 | MAINT/REPAIR EQUIPMENT | 75,000.00 | (25,000.00) | 50,000.00 |
| 02-418-53 | INSURANCE - HOSP/LIFE | 60,197.00 | 15,000.00 | 75,197.00 |
| 02-429-53 | ELECTRICITY | 28,000.00 | (5,000.00) | 23,000.00 |
| 02-432-53 | LEGAL & PROFESSIONAL | 22,000.00 | 10,000.00 | 32,000.00 |
| 02-440-53 | DATA PROCESSING | 6,000.00 | 3,000.00 | 9,000.00 |
| 02-471-53 | RETIREMENT | 52,395.00 | 9,500.00 | 61,895.00 |
| 02-472-53 | WATER MAIN PROJECTS | 55,000.00 | (22,000.00) | 33,000.00 |
| 02-489-53 | LEGAL & PROFESSIONAL - LAB | 10,000.00 | (3,000.00) | 7,000.00 |
| Total Change for Water Department: | | | 126,500.00 | |

Sewer Department Expenses

| | | | | |
|---|-------------------------|------------|--------------------|------------|
| 02-403-67 | SALARIES | 322,400.00 | (11,000.00) | 311,400.00 |
| 02-404-67 | MATERIALS & SUPPLIES | 100,000.00 | 24,000.00 | 124,000.00 |
| 02-411-67 | MAINT/REPAIR BUILDINGS | 5,000.00 | 30,000.00 | 35,000.00 |
| 02-413-67 | MAINT/REPAIR AUTOS | 5,500.00 | 13,000.00 | 18,500.00 |
| 02-414-67 | MAINT/REPAIR EQUIPMENT | 170,000.00 | (7,000.00) | 163,000.00 |
| 02-415-67 | SSO COMPLIANCE REQUIRED | 72,350.00 | (60,000.00) | 12,350.00 |
| 02-416-67 | SLUDGE DISPOSAL | 5,000.00 | (2,000.00) | 3,000.00 |
| 02-418-67 | INSURANCE HOSP/LIFE | 60,155.00 | (10,000.00) | 50,155.00 |
| 02-420-67 | INS WORKERS COMP | 9,467.00 | 2,500.00 | 11,967.00 |
| 02-422-67 | INS-VEHICLE & LIABILITY | 6,600.00 | 2,000.00 | 8,600.00 |
| 02-431-67 | GASOLINE, GREASE & OIL | 32,000.00 | (9,500.00) | 22,500.00 |
| 02-432-67 | LEGAL & PROFESSIONAL | 25,000.00 | (19,000.00) | 6,000.00 |
| 02-450-67 | TELEPHONE | 4,200.00 | 2,000.00 | 6,200.00 |
| 02-460-67 | TRAVEL & TRAINING | 2,500.00 | (1,000.00) | 1,500.00 |
| 02-478-67 | EQUIPMENT | 24,000.00 | (24,000.00) | - |
| Total Change for Sewer Department: | | | (70,000.00) | |
| Total Change for Utility Fund: | | | 56,500.00 | |

**Fund: 06
Special Revenue Expenses**

| | | | | |
|--|----------------------|---|------------|-------------------|
| 06-472-64 | TXCDBG-2022 ENGINEER | - | 164,883.00 | 164,883.00 |
| 06-473-64 | TXCDBG-2022 ADMIN | - | 15,100.00 | 15,100.00 |
| 06-474-64 | EDA-CONSTRUCTION | - | 8,595.93 | 8,595.93 |
| 06-475-64 | EDA-ENGINEERING | - | 28,160.89 | 28,160.89 |
| 06-477-64 | TWDB WATER LINE | - | 37,537.50 | 37,537.50 |
| Total Change for Special Revenue: | | | - | 254,277.32 |

ADOPTED at a regular meeting of the City Council of the City of Crockett, Texas on the 18th day of September, 2023.

Item 10.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary