

CITY COUNCIL AGENDA

Monday, November 07, 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**, **NOVEMBER 07**, **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. REGULAR SESSION: OCTOBER 17, 2022

BUSINESS

- 2. CONSIDER AND APPROVE LEASE AGREEMENT WITH CROCKETT MERCHANT'S YOUTH BASEBALL
- 3. CONSIDER AND APPROVE ADDITIONS AND UPDATES TO PERSONNEL POLICY AND PROCEDURE MANUAL
- 4. CONSIDER AND APPROVE BILL OF SALE FOR PURCHASE OF 2003 MOTORGRADER FROM HOUSTON COUNTY
- 5. CONSIDER AND APPROVE LIST OF SURPLUS ITEMS WHICH NO LONGER SERVE ANY USEFUL PURPOSE FOR THE CITY TO BE LISTED ON THE ONLINE AUCTIONEERING SERVICE FROM RENE' BATES AUCTIONEERS, INC OR TO BE SCRAPPED
- 6. CONSIDER AND APPROVE APPOINTMENT/REAPPOINTMENT OF MEMBERS TO BUILDING AND STANDARDS COMMISSION
- 7. PRESENTATION AND UPDATE OF UTILITY SUPERVISOR POSITION BY CITY ADMINISTRATOR
- 8. CONSIDER AND APPROVE STREET CLOSURE OF MILAM AVENUE FROM NORTH FIFTH STREET TO NORTH FOURTH STREET ON NOVEMBER 20, 2022 FROM 5PM TO 9PM FOR THE FALL FEST EVENT TO BE HELD IN THE DOWNTOWN PARK

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

, , ,	,	2 agenda of items to be overhear 3, 2022 at 4:00 F	,	ett City Council was
National Charles City Consu				
Mitzi Stefka, City Secr	etary			
I certify that the agen day of	da items to be considere , 2022	ed by the City Council wa Title	s removed from the City	Hall window on the



MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 17th DAY OF OCTOBER 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 REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, GENE CALDWELL, MARQUITA BEASLEY AND MIKE MARSH. CITY OFFICIALS PRESENT: CITY SECRETARY MITZI STEFKA, CITY ADMINISTRATOR JOHN ANGERSTEIN, POLICE CHIEF CLAYTON SMITH AND FIRE CHIEF JASON FRIZZELL. DARRELL JONES AND ERNEST JACKSON NOT PRESENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

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

- ➤ Council member Caldwell would like to see some of the old signs lit back up, and look into possible sign violations
- ➤ Mayor Fisher congratulated community leaders for all the activities
- 1. APPROVAL OF MINUTES: REGULAR SESSION: SEPTEMBER 19, 2022

Council member Beasley made a motion to approve the minutes of the September 19, 2022 Regular Meeting. Council member Caldwell seconded the motion. Motion passes 3-0.

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR SEPTEMBER 2022

Chief Smith reported for the month of September 2022; 14 total manpower, 2314 total manpower hours, 489 total calls and 10 total accidents. A breakdown of the criminal reports is included in the packets.

3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR SEPTEMBER 2022

Fire Chief Frizzell reported for the month of September 2022 the following: 34 total calls. A breakdown is included in the packets.

4. PUBLIC HEARING ON REQUEST FOR A SPECIFIC USE PERMIT FROM ROBIN OGG OF FG METALWORK TO ALLOW DISTRICT C-3 HORIZONTAL MIXED COMMERCIAL AND RESIDENTIAL USE OF THE BUILDING LOCATED AT 202 E. GOLIAD, CROCKETT, TEXAS 75835 AND IDENTIFIED AS PARCEL 464 BY THE HOUSTON COUNTY APPRAISAL DISTRICT. LEGAL DESCRIPTION: BEING LOT NINETY (90), BLOCK TWENTY-SIX (26) OF THE CITY OF CROCKETT, OUT OF THE A. E. GOSSETT HEADRIGHT SURVEY, ABSTRACT NO. 423, HOUSTON COUNTY, TEXAS

Mayor Fisher opened the public hearing. Planning & Zoning recommended approval of this specific use permit. No public comments. Mayor Fisher closed public hearing.

5. CONSIDER AND APPROVE REQUEST FOR A SPECIFIC USE PERMIT FROM ROBIN OGG OF FG METALWORK TO ALLOW DISTRICT C-3 HORIZONTAL MIXED COMMERCIAL AND RESIDENTIAL USE OF THE BUILDING LOCATED AT 202 E. GOLIAD, CROCKETT, TEXAS 75835 AND IDENTIFIED AS PARCEL 464 BY THE HOUSTON COUNTY APPRAISAL DISTRICT. LEGAL DESCRIPTION: BEING LOT NINETY (90), BLOCK TWENTY-SIX (26) OF THE CITY OF CROCKETT, OUT OF THE A. E. GOSSETT HEADRIGHT SURVEY, ABSTRACT NO. 423, HOUSTON COUNTY, TEXAS

Council member Caldwell made a motion to approve request for a Specific Use Permit from Robin Ogg of FG Metalwork to allow District C-3 Horizontal Mixed Commercial and Residential use of the building located at 202 E. Goliad, Crockett, Texas 75835 and identified as Parcel 464 by the Houston County Appraisal District. Legal description: being lot ninety (90), block twenty-six (26) of the City of Crockett, out of the A. E. Gossett Headright Survey, Abstract No. 423, Houston County, Texas with the condition that the permit is only effective as long as there is no change in property ownership, and nature or operations of the commercial business as described in the permit. Council member Beasley seconded the motion. Motion passes 3-0.

6. 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

Mayor Pro Tem Marsh made a motion to 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. Council member Beasley seconded the motion. Motion passes 3-0.

7. CONSIDER AND APPROVE A RESOLUTION OF SUPPORT OF THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE TEXAS HOME INVESTMENT PARTNERSHIPS PROGRAM; AND AUTHORIZING THE MAYOR OR CITY ADMINISTRATOR TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER'S AND AUTHORIZED

REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE PROGRAM

Mayor Pro Tem Marsh made a motion to approve a Resolution of support of the City Council of the City of Crockett, Texas, authorizing submission of an application to the Texas Department of Housing and Community Affairs for the Texas Home Investment Partnerships Program; and authorizing the Mayor or City Administrator to act as the City's Chief Executive Officer's and Authorized Representatives in all matters pertaining to the City's participation in the program. Council member Caldwell seconded the motion. Motion passes 3-0.

8. AWARD BID FOR ADMINISTRATIVE SERVICES RELATED TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) - HOME INVESTMENT PARTNERSHIPS PROGRAM

Mr. Angerstein noted that sealed proposal packets were opened for the Texas Department of Housing and Community Affairs – HOME Program on Thursday, September 29, 2022. One sealed qualification package was received; Traylor & Associates, Inc. Council member Caldwell made a motion to award bid for Administrative Services related to the Texas Department of Housing and Community Affairs (TDHCA) - Home Investment Partnerships Program to Traylor & Associates, Inc. Council member Beasley seconded the motion. Motion passes 3-0.

CONSIDER AND APPROVE RESIDENTIAL GARBAGE ROUTE CHANGES

Mr. Angerstein noted that Piney Woods Sanitation currently picks up residential garbage Monday thru Friday. They have expanded their operations in Crockett allowing them to cover more ground in fewer days. With a local transfer station in place, the routes would change to Monday, Wednesday and Friday's; Tuesday and Thursday pick up days will move to one of the other days. Piney Woods Sanitation will do mailers, door hangers, newspaper and radio advertisements to ensure residents are aware of the changes. Council member Beasley made a motion to approve the residential garbage route changes. Council member Caldwell seconded the motion. Motion passes 3-0.

ADJOURNMENT

Without objection, Mayor Fisher adjo	ourned the meeting at 6:30 P.M.
	Dr. Ianthia Fisher, Mayor
ATTEST:	Dr. fanuna Pisher, Mayor
Mitzi Stefka, City Secretary	

Lease Agreement

Basic Terms

Date: November 7, 2022

Landlord: City of Crockett, Texas

Landlord's Address: 200 N. Fifth St., Crockett, Texas 75835

Tenant: Crockett Merchant's Youth Baseball

Tenant's Address: 206 S. Fifth St., Crockett, Texas 75835

Premises: See Exhibit "A"

Term (months): 60 months Commencement Date: November 7, 2022

Termination Date: November 7, 2022

Base Rent: \$ 1.00 per year

Tenant's Pro Rata Share: 0%

Security Deposit: N/A

Permitted Use: Youth sports.

Tenant's Insurance: As required by Insurance Addendum Landlord's Insurance: As required by Insurance Addendum

Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent tinder the control of the principal, invitees

"Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Lienholder" means the holder of a deed of trust covering the Premises.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

Clauses and Covenants

A. Tenant agrees to:

- 1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
- 2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
- 3. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
- 4. Pay yearly, in advance, on the first day of April, the Base Rent to Landlord at Landlord's Address.
- 5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
- 6. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
- 7. Repair, replace, and maintain the Premises, normal wear excepted.
- 8. Make repairs to the building and real estate necessary or advisable to make it fit for occupation for youth sports.
- 9. Keep the property in good order, safe for youth activities.

- 10. Pay all water, sewer, electricity and gas utility bills before delinquency.
- 11. Allow Landlord to file a financing statement perfecting the security interest created by this lease.
 - 12. Vacate the Premises on the last day of the Term.
- 13. Make renovations to the building to accommodate youth sports and to help revitalize the image of Davy Crockett Park in that area.
- 14. Indemnify, defend, and hold Landlord and Lienholder, and their respective Agents, harmless from any Injury (and any resulting or related claim, action, loss, liability, or reasonable expense, including attorney's fees and other fees and court arid other costs) occurring in any portion of the Premises.
- B. Tenant agrees not to:
- 1. Use the Premises for any purpose other than the Permitted Use.
 - 2. Create a nuisance.
 - 3. Permit any waste.
- 4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
 - 5. A lien to be placed on the Premises.
- 6. Assign this lease or sublease any portion of the Premises without

Landlord's written consent.

C. Landlord agrees to:

- 1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
- 2. Obey all laws relating to Landlord's operation of the Premises.
- D. Landlord agrees not to:
- 1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
- 2. Unreasonably withhold consent to a proposed assignment or sublease.
- E. Landlord and Tenant agree to the following:

Alterations: Any physical additions or Improvements to the Premises made by Tenant will become the property of Landlord.

Abatement: Tenant's covenant to pay Rent and Landlord's covenants are Independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

Insurance: Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

Release of Claims/Subrogation: Landlord and Tenant release each other and penholder, and their respective Agents, from all claims or liabilities for damage to the Premises, damage to or loss of personal property within the Premises, and loss of business or revenues that are covered by the releasing party's property insurance or that would have been covered by the required insurance if the Party fails to maintain the property coverages required by this lease. The party incurring the damage or loss will be responsible for any deductible. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN

PART BY THE ORDINARY NEGLIGENCE, STRICT LIABILITY, GROSS NEGLIGENCE OR WILLFUL MISCONDULT OF LANDLORD OR ITS AGENTS.

Condemnation/substantial or partial taking

- 1. If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- 2. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, landlord will, at landlord's expense, restore the premises, and the rent pay able during the unexpired portion of the term will be adjusted as may be fair and reasonable.
- 3. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

UNIFORM COMMERCIAL CODE. Tenant grants landlord a security interest in tenant's personal property now or subsequently located on the premises. This lease is a security agreement under the uniform commercial code.

DEFAULT BY LANDLORD/EVENTS. Defaults by landlord are failing to comply with any provision of this lease within thirty days after written notice.

DEFAULT BY LANDLORD/TENANT'S REMEDIES. Tenant's remedies for landlord's default are to sue for damages.

DEFAULT BY TENANT/EVENTS. Defaults by tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, and (c) failing to comply within ten days after written notice with any provision of this lease.

DEFAULT BY TENANT/LANDLORD'S REMEDIES. Landlord's remedies for tenant's default are to (a) enter and take possession of the premises, after which landlord may relet the premises on behalf of tenant and receive the rent directly by reason of the reletting, and tenant agrees to reimburse

landlord for any expenditures made in order to relet, (b) enter the premises and perform tenant's obligations, and (c) terminate this lease by written notice and sue for damages.

Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

DEFAULT/WAIVER/MITIGATION. It is not a waiver of default if the non- defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and tenant have a duty to mitigate damages.

HOLDOVER. If tenant does not vacate the premises following termination of this lease, tenant will become a tenant at will and must vacate the premises on receipt of notice from landlord. No holding over by tenant, whither with or without the consent of landlord, will extend the term.

ALTERNATIVE DISPUTE RESOLUTION. Landlord and tenant agree to mediate in good faith before filing a suit for damages.

ATTORNEY'S FEES. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

VENUE. Exclusive venue is in the county in which the premises are located.

ENTIRE AGREEMENT. This lease is the entire agreement of the parties concerning the lease of the premises by landlord to tenant. There are no representations, warranties, agreements, or promises pertaining to the premises or the lease of the premises by landlord to tenant, and tenant is

not relying on any statements or representations of any agent of landlord, which are not in this lease.

AMENDMENT OF LEASE. This lease may be amended only by an instrument in writing signed by landlord and tenant.

LIMITATION OF WARRANTIES. There. Are no warranties that extend beyond those expressly stated in this lease.

NOTICES. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the united states post al service, postage prep aid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

ABANDONED PROPERTY. Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

CITY OF CROCKETT	
By:	
Dr. Ianthia Fisher,	Mayor
CROCKETT MERCHANT'S	YOUTH BASEBALL
By:	
Sarah Goolsby, Board	d President

INSURANCE ADDENDUM TO LEASE

Date: November 7, 2022

Landlord: City of Crockett, Texas

Tenant: Crockett Merchant's Youth Baseball/Crockett Merchants Little League This insurance addendum is part of the lease.

A. Tenant agrees to maintain:

- 1. Causes of loss special form insurance on Tenant's leasehold improvements and personal property in the Premises in an amount equal to the full replacement cost.
- 2. Commercial general liability insurance, including contractual liability insurance coverage, covering Tenant's operations within the Premises, with combined single limits of not less than \$1,000,000 per occurrence for bodily injury or property damage, naming Landlord as additional insured.
- B. Landlord agrees to maintain:
- 1. Causes of loss-special form insurance upon the building in which the Premises are located in an amount equal to the full replacement cost.
- C. Landlord and Tenant agree that:
- 1. The causes of loss-special form insurance policies maintained by them shall contain (a) an agreed evaluation provision in lieu of a co-insurance clause, (b) an increased-cost-of-construction clause, (c) debris removal coverage, and (d) a waiver-of-subrogation clause in favor of the party not carrying the insurance.
- 2. The commercial general liability insurance shall be primary to the maintaining party and not contributory to any similar insurance carried by the other party and shall contain a severability-of-interest clause.

EXHIBIT "A"

0.90 acres of land, apart of and out of that certain tract called 42.59 acres owned by the City of Crockett in the A. E. Gossett Survey, Abstract - 423, in Houston County, Texas and described in a deed of record in Volume 101, Page 506 of the Deed Records of Houston County, Texas; which 0.90 acres of land is described by metes and bounds as follows:

BEGINNING on a 1/2 inch Iron Rod (Found), for the east corner of this tract, the north corner of a called 0.45 acres tract (AKA The Swimming Pool, Inc. tract), the west corner of a called 8.8 acres tract (AKA the KIVY tract), in the southeast line of the called 42.59 acres tract, and in the acclaimed common line between the A. E. Gossett Survey (Abstract - 423) and the Henry Masters Survey (Abstract - 53);

THENCE South 55 degrees 00 minutes 00 seconds West along the southeast line of this tract, the southeast line of the called 42.59 acres tract, the common survey line between the A. E. Gossett and Henry Masters Surveys, and the northwest line of the called 0.45 acres tract at 111.08 feet passed a 2 1/4 inch Iron Pipe (Found), for the acclaimed west corner of the called 0.45 acres tract continuing to a total distance of 339.38 feet to a 3/4 inch Iron Rod (Set), for the south corner of this tract, in the southeast line of the 42.59 acres tract, and in the common survey line between the A. E. Gossett and Henry Masters Surveys;

THENCE North 35 degrees 08 minutes 41 seconds West, 24.96 feet along the most southerly southwest line of this tract to a 2 1/4 inch Iron Pipe Chain Link Fence Post (Found), for the beginning of a left curving chain link fence line whose radius is 170.60 feet and has a central angle is 38 degrees 40 minutes 27 seconds;

THENCE along said curving chain link fence line an arc distance of 115.15 feet to a 1 7/8 inch Iron Pipe Fence Post (Found), for the end of this curving line, the long chord of said curve bears North 32 degrees 51 minutes 05 seconds West, 112.98 feet;

THENCE North 54 degrees 59 minutes 10 seconds East 30.90 feet along an interior line of this tract to a 3/4 inch Iron Rod (Set) for an interior corner of this tract;

THENCE North 35 degrees 08 minutes 41 seconds West, 77.48 feet along the most northerly southwest line of this tract to a 3/4 inch Iron Rod (Set) for the most northerly north corner of this tract and being in the south margin of Brazos Street (AKA Park Drive);

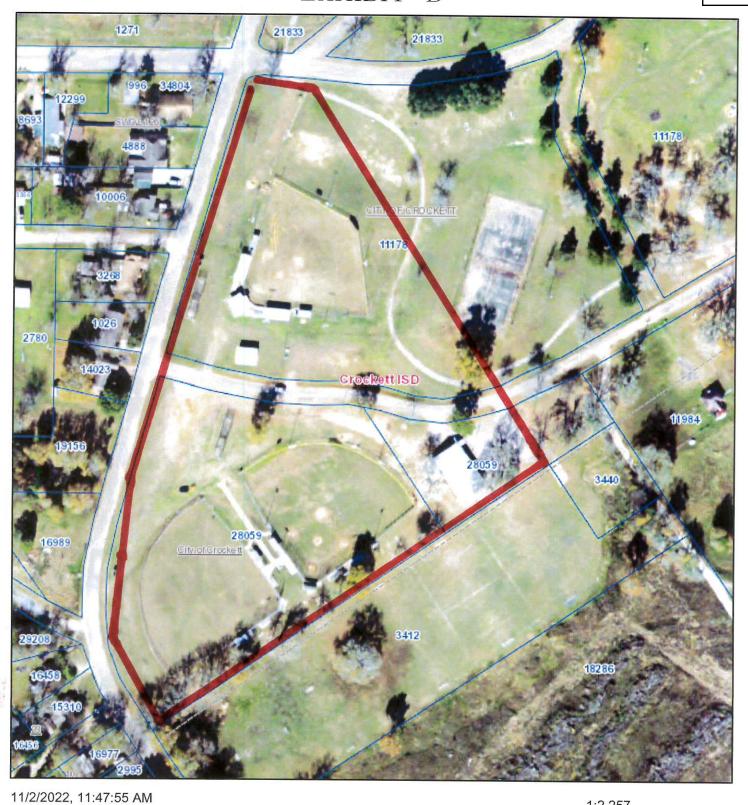
THENCE three calls along the south margin of Brazos Street (AKA Park Drive) as follows:

South 77 degrees 42 minutes 57 spanneds East, 105.43 feet to a 3/4 inch Iron Rod (Set)
North 80 degrees 28 minutes 52 seconds East 91.06 feet to a 3/4 inch Iron Rod (Set)
North 63 degrees 33 minutes 16 seconds East, 152.01 feet to a 3/4 inch Iron Rod (Set)

for the most easterly north corner of this tract and in the south margin of Brazos Street (AKA Park Drive);

THENCE South 35 degrees 21 minutes 10 seconds East, 76.10 feet along the northeast line of this tract to the POINT AND PLACE OF BEGINNING containing 0.90 acres of land."

EXHIBIT "B"



1:2,257 0.01 0.03 0.06 mi Parcels 0.03 0.05 0.1 km



General Pay Plan

(Appendix D to Personnel Policy and Procedure Manual)

<u>Salary Schedule A</u>: Administrative support, paraprofessional, professional, and managerial positions that are not a field position assigned to another salary schedule.

Salary Schedule FF: Firefighter positions.

Salary Schedule LE: Law enforcement positions.

Salary Schedule PW: Public works positions.

APPENDIX D - GENERAL PAY PLAN SALARY SCHEDULE A - ADMINISTRATIVE

	Salary Groups and Step Increment Pay Rates										
Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Positition Title				
A 1	\$10.75	\$11.25	\$11.75	\$12.25	\$12.75	\$13.25					
A 2	\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25	Library Staff (PT & FT); Receptionist;				
A 3	\$12.75	\$13.25	\$13.75	\$14.25	\$14.75	\$15.25					
A 4	\$13.75	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25					
A 5	\$14.70	\$15.20	\$15.70	\$16.20	\$16.70	\$17.20	Water Billing Clerk I				
A 6	\$15.70	\$16.20	\$16.70	\$17.20	\$17.70	\$18.20	Children's Librarian; Admin Asst I;				
A 7	\$16.65	\$17.15	\$17.65	\$18.15	\$18.65	\$19.15	Water Billing Clerk II				
A 8	\$17.65	\$18.15	\$18.65	\$19.15	\$19.65	\$20.15	Admin Asst II; Community Liason				
A 9	\$18.60	\$19.10	\$19.60	\$20.10	\$20.60	\$21.10	Municipal Crt Clerk/AP				
A 10	\$19.60	\$20.10	\$20.60	\$21.10	\$21.60	\$22.10	Admin Asst III				
A 11	\$20.60	\$21.10	\$21.60	\$22.10	\$22.60	\$23.10					
A 12	\$21.55	\$22.05	\$22.55	\$23.05	\$23.55	\$24.05	Library Director; Code Enforcement Official				
A 13	\$22.55	\$23.05	\$23.55	\$24.05	\$24.55	\$25.05					
A 14	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00	Water Office Supervisor				
A 15	\$24.50	\$25.00	\$25.50	\$26.00	\$26.50	\$27.00	Program & Grants Manager				

APPENDIX D - GENERAL PAY PLAN

SALARY SCHEDULE FF: FIREFIGHTERS

	Salary Groups and Step Increment Pay Rates								
Group	Step 1	Step 2	Step 3	Step 4	Step 5				
FF 1	\$13.00	\$13.50	\$14.00	\$14.50	Cadet				
FF 2	\$15.10 \$15.60				Fire Fighter I (PT/FT)				
FF 3	\$16.00	\$16.50			Fire Fighter II (PT/FT)				
FF 4	\$17.05	\$17.55			Fire Fighter III (PT/FT)				
FF 5	\$20.00	\$20.50			Lieutenant				
FF 6	\$20.75	\$21.00			Captain				
FF 7	\$29.00	\$29.90			Fire Marshal				
	7-5:00	Fire Chief							

APPENDIX D - GENERAL PAY PLAN

SALARY SCHEDULE LE: LAW ENFORCEMENT

	Salary Groups and Step Increment Pay Rates								
Group	Step 1	Step 2	Step 3	Positition Title	Minimum Requirements				
LE 1	\$15.00	\$16.00	\$17.00	Animal Control					
	Ş1J.00	\$10.00	717.00	Animai Control					
					Complete Application Process				
LE 2	\$18.00			Cadet					
					Pass Certified Academy, Pass State TCOLE				
LE 3	\$21.55	\$22.05		Patrolman 1	Test, Satisfactorly Complete FTO Program.				
	Ψ21.33	ψ <u>-</u> 2.03			Less Lethal Certifications, Stop Stick				
					Certifications, Crisis Intervention Training, Use				
LE 4	\$23.10	\$26.00		Patrolman 2	of Force				
					Obtain Intermediate Peace Officer Proficiency, FTO Certification, Maintain Specific Mandated				
LE 5	\$26.95	\$27.40		Patrolman 3	Training Courses				
	Ψ20.00	Ψ=7110							
LE 6	\$28.30	\$29.10		Sergeant	4+ Years				
LE 7	\$29.20	\$30.05		Lieutenant	5+ Years				
LE 8	\$30.55	\$30.80		Captain	7+ Year				
LE 9	\$31.65	\$31.95		Assistant Chief	10+ Years				
Sa	larv Set bv	City Coun	cil	Chief of Police					
	Salary Set by City Council Chief of Police								

APPENDIX D - GENERAL PAY PLAN

SALARY SCHEDULE PW: PUBLIC WORKS FIELD POSITIONS

	Salary Groups and Step Increment Pay Rates											
Group	Step 1	Step 2	Step 3	Step 4	4 Step 5 Step 6 Positition Title							
PW 1	\$10.80	\$11.30										
PW 2	\$11.75	\$12.25					Custodian I; Groundskeeper I					
PW 3	\$12.75	\$13.25					Custodian II; Groundskeeper II					
PW 4	\$13.70	\$14.20					Custodian III					
PW 5	\$14.70	\$15.20										
PW 6	\$15.70	\$16.20	\$16.70	\$17.20			Water Meter Reader					
PW 7	\$16.65	\$17.15	\$17.65	\$18.15	\$18.65	\$19.15	Crewmember I;					
PW 8	\$17.65	\$18.15	\$18.65	\$19.15	\$19.65	\$20.15	Crewmember II; Operator I; Mechanic I					
PW 9	\$18.60	\$19.10	\$19.60	\$20.10	\$20.60	\$21.10	Crew Member III;					
PW 10	\$19.60	\$20.10	\$20.60	\$21.10	\$21.60	\$22.10	Operator II; Mechanic II; SSO Tech I					
PW 11	\$20.60	\$21.10	\$21.60	\$22.10	\$22.60	\$23.10						
PW 12	\$21.60	\$22.10	\$22.60	\$23.10	\$23.60	\$24.10	Operator III; Mechanic III					
PW 13	\$22.50	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00	Crew Leader; SSO Tech II					
PW 14	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00						
PW 15	\$24.50	\$25.00	\$25.50	\$26.00	\$26.50	\$27.00	Supervisor; Project Manager					
PW 16	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00						
PW 17	\$26.50	\$27.00	\$27.50	\$28.00	\$28.50	\$29.00						
PW 18	\$27.45	\$27.95	\$28.45	\$28.95	\$29.45	\$29.95	Utility Supervisor					
PW 19	\$28.40	\$28.90	\$29.40	\$29.90	\$30.40	\$30.90						
PW 20	\$29.40	\$29.90	\$30.40	\$30.90	\$31.40	\$31.90	Mechanic Supervisor; Superintendent					
PW 21	\$30.40	\$30.90	\$31.40	\$31.90	\$32.40	\$32.90						
PW 22	\$31.35	\$31.85	\$32.35	\$32.85	\$33.35	\$33.85						
PW 23	\$32.35	\$32.85	\$33.35	\$33.85	\$34.35	\$34.85	Director					
PW 24	\$33.30	\$33.80	\$34.30	\$34.80	\$35.30	\$35.80						
PW 25	\$34.30	\$34.80	\$35.30	\$35.80	\$36.30	\$36.80						

(mm/dd/yyyy) Page 1

Item 3.

City of Crockett

PD 4.06 - DRAFT

Personnel Policy and Procedure Manual

Chapter: Compensation Effective Date: mm/dd/yyyy

Policy: Salary Administration Page 1 of 3
New

Policy.

The City of Crockett (City) maintains a General Pay Plan to establish consistent, competitive salary ranges and promote salary parity within the City's workforce while allowing flexibility for the recruitment and retention of skilled employees and reward for performance. The City Administrator, Police Chief, Fire Chief, and City Secretary review the General Pay Plan prior to the end of each fiscal year to determine if the City should make modifications for the upcoming fiscal year to meet changing labor market conditions and cost-of-living increases. The City Council is the final approving authority for the General Pay Plan.

Applicability.

This policy does not apply to the positions of City Administrator, Fire Chief, Police Chief, and City Secretary.

Additional Resources.

PD-11.02, Merit Awards - establishes guidelines for the award of a merit salary increase and a one-time merit award.

Definitions.

"Demotion" means an employee's change in duty assignment from one position to another position that: (1) has a different job class title; and (2) is in a salary group with a lower minimum salary rate.

"Lateral Transfer" means an employee's change in duty assignment from one position to another position that has a different job class title but is assigned to the same salary group as the employee's current position or to a different salary group that that has the same minimum salary rate as the employee's current salary group.

"Promotion" means an employee's change in duty assignment from one position to another position that: (1) has a different job class title; (2) is in a salary group with a higher minimum salary rate; (3) involves a higher level of responsibility and/or job performance expectations; and (4) may require higher qualifications (e.g., greater skill or longer experience).

Procedures.

- I. General Provisions.
 - A. The General Pay Plan is an appendix to this manual and is incorporated by reference into this policy.

- B. The General Pay Plan consists of the following salary schedules based on occupational categories. Each job classification is assigned to the most appropriate salary schedule.
 - Administrative Salary Schedule for administrative support, paraprofessional, professional, and managerial positions that are not a field position assigned to another salary schedule.
 - 2. Fire Fighter Salary Schedule.
 - 3. Law Enforcement Salary Schedule.
 - 4. Public Works Salary Schedule for public works field positions and supervisors.
- C. Each job classification is assigned to a salary group within the appropriate salary schedule based on the job classification's required skills and duties.
 - 1. More than one job classification may be assigned to the same salary group.
 - 2. Some job classifications have a hierarchical structure of job classification titles involving work of the same nature but requiring different levels of skills and level of responsibility. (Example: Public Works Crew Member I, II, III.)
- D. Each salary group has a Step 1 as the minimum/starting pay rate for that group. Some salary groups have additional steps with higher increments of pay within the salary group. Having higher step increments allows higher pay based on experience and performance even when a position has not assumed greater responsibilities or skills that would warrant a promotion to a different job classification in a higher salary group.
- E. An employee's pay rate:
 - 1. must not be lower than the assigned salary group's minimum pay;
 - 2. must not be higher than the assigned salary group's maximum pay; and
 - 3. must correspond with a step increment within the assigned salary group.
- II. New Hires.

The appropriate administrator may approve hiring an employee at a job class higher than level I or at a step increment higher than step 1 of the position's salary group based on the selected applicant's qualifications.

III. Promotions.

When an employee is promoted, he receives an increase in salary rate. The minimum new salary rate must be at least whichever of the following is higher (and the increase can be greater, but must equal an increment rate within the new salary group):

- A. the Step 1 increment rate of the new salary group; or
- B. if the employee's salary rate before promotion is higher than the Step 1 rate of the new salary group, the rate for whichever step is a higher rate than the rate held prior to promotion.

ltem 3.

Example: A Public Works Crew Member I in Salary Group PW 7, Step 6 (\$19.15/hr.), promoting to Operator I, Salary Group PW 8, must receive an increase in pay that is <u>at</u> **least** equivalent to Salary Group PW 8, Step 5 (\$19.65/hr.).

IV. Demotions.

When an employee is voluntarily or involuntarily demoted, he must receive a decrease in pay. The minimum decrease must be equivalent to at least a one increment decrease in the employee's new salary group (and the decrease can be more than the required minimum).

Example: An Operator I, Salary Group PW8, Step 1 (\$17.65/hr.), demoting to Public Works Crew Member I, Salary Group PW7, must receive a decrease in pay equivalent to Salary Group PW7, Step 2 (\$17.15/hr.) and may receive a decrease to the Step 1 rate of \$16.65/hr.

V. Lateral Transfers.

When an employee laterally transfers to a new position, there is no change in pay rate based solely on the lateral transfer.

VI. Salary Group Changes / Cost-of-Living Changes.

Salary Group Change.

If a position's salary group changes to a higher salary group (e.g., to remain competitive with the current labor market), employees in that position will remain at the same step increment held in the previous salary group. This will result in the employees receiving a pay increase because the pay rate is greater for the same step increment in the higher salary group.

Example: If a position's salary group changes from Salary Group A5 to Salary Group A6, an employee in that position who was at Step 2 in Salary Group A5 will remain at Step 2 in new Salary Group A6 and receive a pay increase equal to Group A6, Step 2.

B. Across-the-Board Cost-of-Living Changes.

If City Council approves an across-the-board cost-of-living increase, each step increment in each salary group will be increased by the same amount (e.g., 25 cents an hour increase for each step increment in each salary group) or by the same percentage (e.g., each step increment in each salary group is increased by three (3) percent).

VII. Payroll Effective Dates.

The appropriate administrator and City Secretary will coordinate efforts to determine payroll effective dates for all salary actions. The effective dates will generally correspond with the first day of a payroll workweek.

Item 4.

Houston County, Texas

401 E. Goliad, Ste 201 • Crockett, Texas 75835 936-544-3255



BILL OF SALE

DATE:

10/25/2022

SELLER:

HOUSTON COUNTY, TEXAS

SELLERS MAILING ADDRESS: 401 E GOLIAD STE 204, CROCKETT, TX 75835

BUYER:

CITY OF CROCKETT, TEXAS

BUYERS MAILING ADDRESS: 200 North 5th Street Crockett, TX 75835

CONSIDERATION:

SIXTY THOUSAND (\$60,000.00)

TRANSFERRED PROPERTIES: 2003 CAT 140H MOTORGRADER (0669)

TOTAL DUE:

\$60,000.00

Seller does hereby grant, sell and transfer full ownership of above said property to the buyer. Seller certifies that said property is free from all encumbrances, taxes, fees and liens.

Buyer accepts full liability for the said property, damages and any third-party liability incurred from the said property use from the date of the sale.

SELLER	BUYER
HOUSTON COUNTY, TEXAS	CITY OF CROCKETT, TEXAS
BY:	BY:
JIM LOVELL, COUNTY JUDGE	JOHN ANGERSTEIN, CITY MANAGER
Date of Transfer:	

COUNTY OFFICIALS

Jim Lovell,

County Judge

Gary Lovell,

Precinct I Commissioner

Willie Kitchen,

Precinct 2 Commissioner

Gene Stokes,

Precinct 3 Commissioner

Jimmy Henderson,

Precinct 4 Commissioner

Terri Meadows,

County Clerk

Daphne Session,

County Attorney

Janis Omelina.

County Treasurer

Laronica Smith.

Tax Assessor/Collector

Randy Hargrove,

County Sheriff

Clyde Black,

Justice of the Peace Pree 1

Morris Luker,

Constable Pree 1

Ronnie Jordan.

Justice of the Peace Pree 2

Kenneth Smith.

Constable Pree 2

Sarah Clark,

County Court at Law Judge

Donna Kaspar,

District Attorney

Carolyn Rains,

District Clerk

Melissa Jeter,

County Auditor

Mark Calhoon,

District Judge 3nl District

Pam Foster Fletcher, District Judge 349th District

Charles Hodges,

County Surveyor

Heath Murff,

Fire Marshal/EMC

Sheila Johnson,

Grants Administrator

Milton Ladnier,

Veteran Service Officer

Cynthia Lum,

Elections Administrator

Carl Johnson,

Facilities Administrator





2003 CATERPILLAR 140HNA MOTOR GRADERS

INSPECTION DETAILS

Inspection Type
Inspection #

2764973

Trade

Inspection Status Created

Inspected 01/27/22 11:07:48

Updated Created By 01/27/22 11:32:08

Timmerman, Brad W.

Inspector Salesperson Timmerman, Brad W.

Serial #

Ford, Hadyn H. APM00669

SMU / Hours

9,340

Location

Crockett , TX, United States



CLIENT DETAILS

Name

ie

Willie

Company

Address

Houston County Pct 2

City

City

State

Texas

Country

United States

Postal Code Email

Phone

FEATURES

- 14' MOLDBOARD
- · CIRCLE CLUTCH
- · LIGHTING
- RIPPER, MULTI-SHANK
- AIR CONDITIONER
- · DIFFERENTIAL LOCK
- MIRRORS
- THROTTLE LOCK

- · AM FM CD RADIO
- EROPS
- PUSHBLOCK
- · TRANSMISSION GUARD

Poor

Approved Repair

GENERAL APPEARANCE

••• Battery Box

••• Bumper

••• Cab or Canopy

••• Crankcase Guard /
Transmission Guard

Decals
Scratched

••• Engine Enclosures

••• Front Frame Welds

••• Fuel Tank

Grab Irons

••• Hood

Paint
Scratched some

••• Plastic (Exterior)

Radiator Grill

Rear Frame Welds

••• Sheet Metal

••• Steps / Ladder

YES Cleaning Required

SAFETY ITEMS

••• Back Up Alarm

••• Horn

Parking Brake - SAFETY ITEMS
 Does not work

Safety Locks / Pins

••• Seat Belt / Date

YES ROPS

YES Safety Decals In Place / Legible

GAUGES, OPERATOR STATION, CONSOLE

Air Conditioner - GAUGES,OPERATOR STATION, CONSOLE

Dash Console

Door Latches / Seals

eee EMS Panel / Warnings

••• Floor Boards / Mats

••• Gauges

Glass/Mirrors Left mirror cr		44	Headliner	990	Interior Lights	Item 4.
••• Meter Replac	ed / Working	00	Monitoring Panel / Display	000	Radio Type & Condition	
••• Seat Cushion	/ Arm Rest		Seat Suspension Type / Condition	•••	Switches	
••• Windshield W	/ipers					
ENGINE						
•• Air Cleaners	•	90	Anti-Freeze Color / Level	000	Engine Supports	
Exhaust / Mu	ffler / Stack	00	Fuel Injection System	000	Governor / Control	
Operating Co	ndition - ENGINE		Turbocharger / Blower			
NO Blow By	NO)	Compression in Radiator	YES	Fluid Levels OK?	
NO Knocking	NO)	Oil Leaks	NO	Water in Oil	
Oil Pressure (H/L/N) Normal) Sm No		e Color (B/D/L/W)			
COOLING SYSTEM						
Belts / Pulleys SYSTEM	s - COOLING	00	Coolers	000	Fan	
••• Fan Drive / Ty	rpe ••	00	Hoses	•••	Radiator	
••• Shroud / Gua	rds	90	Water Pump			
NO Leaks						
ELECTRICAL, STARTIN	NG AND CHARGING SYS	STEI	M			
V	et general de la constant de la cons					

••• Batteries / Cables

••• Alternator

••• Starter

			One front cab light not working			Item 4.
NO	Active Codes	YES	Signal Lights			
TRANS	MISSION					
000	Case - TRANSMISSION	000	Controls - TRANSMISSION	•••	Cooler	
000	Lines / Fittings - TRANSMISSION	•••	Operating Condition - TRANSMISSION	000	Pump - TRANSMISSION	
•••	Seals	000	Temp / Pressure Gauges	000	Transmission - Forward	Shifts
000	Transmission - Reverse Shifts	000	Valves			
NO	Leaks - TRANSMISSION	YES	Powershift	NO	Transmission - Noisy	
STEERI	NG					
000	Articulate P & B	000	King Pins	000	Lines / Fittings	
000	Steering Column / Tilt	000	Steering Cylinder	000	Steering Frame	
000	Steering Linkage	000	Steering Operating Condition	000	Steering Pump	
000	Steering Valve	000	Tie Rods / Rod Ends	000	Wheel / Joystick	
000	Wheel Lean Cylinder - STEERING					
BRAKE						
000	Brake Linkage	000	Control Valve	000	Lines	

••• Pedal

DRIVECHAIN / TANDEMS

Does not work

Parking Brake Operation

Service Brake Operation

••• Differential	••• Differential Lock / Operation	••• Drivetrain / Tandem Lea
Oscillating Hubs / Oil Level	••• Planetary	Tandem Housing / Drive Chains
••• Wheel Lugs & Rims		
HYDRAULICS		
••• Circle Drive Box	••• Circle Side Shift Cylinder	Cylinder Mounts / Pins
Hydraulic Lines / Fittings	••• Hydraulic Pump	••• Hydraulic Valves
••• Lift Cylinders	••• Linkage	Operating Condition - HYDRAULICS
••• Pump Drive Shaft	••• Saddle Pin / Actuator	••• Side Shift Cylinder
••• Tip Cylinder		
NO Leaks - HYDRAULICS		
BLADE		
••• Circle A Frame	••• Circle Frame	••• Cutting Edge
Cylinder Balls / Caps	••• Face / Moldboard	••• Ring Gear
••• Saddle	••• Tip Bracket Pivots / Bearings	
RIPPER		
••• Beam	Brackets / Studs	••• Cylinders
••• Frame	••• Lines / Fittings - RIPPER	••• Pins / Bushings
••• Shanks / Ripper (GET)		

TIRES

Left Center Left Front Left Rear Right Center Right Front	Make / Serial# Maxam Firestone Maxam Deestone Firestone	Tread Depth in 1/32" 24 30 28 28 28	% Life Remaining 60 85 70 85 75	Recapped	Tread Cuts/Chunks	Side Cu Section Item 4.
Right Front	Firestone	26	75			
Right Rear	Deestone	30	90			

YES Bias

Tire Size - TIRES 14.00-24

City of Crockett Surplus Equipment for Auction

- 1. 227 Kubota zero turn, 60" deck, bad engine (smokes)
- 2. 1989 Chevrolet Cheyenne, 6.2 Diesel engine, stake bed, bad motor
- 3. 2004 Chevrolet Tahoe, bad engine
- 4. 2001 Chevrolet Silverado, 4.3 liter engine, automatic transmission. Unit still in service
- 5. 1998 Ford F700, 7.0 Gasoline engine, electric brakes unknown mechanical condition
- 6. 1996 Ford F150 4.9 liter engine, 179,075.7 miles runs but has transmission issues
- 7. Billy goat/Parker leaf blowers unknown condition
- 8. Miscellaneous scrap metal
- 9. 7' bucket from 5101E John Deere tractor with H260 loader
- 10. John Deere Model 328D fully operational equipment still in service
- 11. 1996 Champion motor grader

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8. Miscellaneous scrap metal



9. 7' bucket from 5101E John Deere tractor with H260 loader



10. John Deere Model 328D fully operational



11. 1996 Champion Motor Grader



BUILDING & STANDARDS COMMISSION MEMBERS - 2 Year Terms

CURRENT MEMBERS

DIANE RHONE

108 Ann St

Cell: 222-2207

RE-APPOINTMENT: October 2020 TERM Expires: October 2022

MO AMJAD

502 E Montgomery St

Home: 544-0244 Cell: 546-4281

RE-APPOINTMENT: October 2020 TERM Expires: October 2022

COURTNEY YARBROUGH

214 S. Sallas Cell: 204-3585 Work: 544-3064

Appointment: October 2020 TERM Expires: October 2022

ELOUISE WOOTEN

108 Ralph Bunche Cell: 546-5181

Appointment: October 2020 TERM Expires: October 2022

REGGIE GREGORY

1004 Mimosa

Home: 544-4713 Cell: 546-6139 Work: 544-4713

Appointment: October 2020 TERM Expires: October 2022

BUILDING & STANDARDS COMMISSION MEMBERS - 2 Year Terms

REAPPOINTMENTS:

Diane Rhone

Courtney Yarbrough

Elouise Wooten

APPOINTMENTS:

Shannon Harris

Charles Arnold

Scott Sheley - Alternate



The Gathering Place Fall Fest

