



# CITY COUNCIL AGENDA

Monday, March 07, 2022 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

Gene Caldwell, Council Member  
Darrell Jones, Council Member  
Ernest Jackson, Council Member  
Marquita Beasley, Council Member  
Mike Marsh, Mayor Pro Tem

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

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, MARCH 7, 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. APPROVAL OF MINUTES: REGULAR SESSION - FEBRUARY 7, 2022

## REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR JANUARY 2022 AND PRESENTATION OF ANNUAL RACIAL PROFILING REPORT
3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR JANUARY 2022
4. REPORT FROM PLANNING AND ZONING COMMISSION ON PROPOSED TEXT AMENDMENTS TO C-3 CITY CENTER SHOPPING DISTRICT CONTAINING ITS CONCLUSIONS AND RECOMMENDATIONS

## BUSINESS

5. CONSIDER AND APPROVE AMENDMENT TO ARTICLE 7.04 OF THE BYLAWS OF CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION
6. CONSIDER AND APPROVE A RESOLUTION AND AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR DAVY CROCKETT CLASSIC BIKE RACE IN CROCKETT
7. CONSIDER AND APPROVE LEASE AGREEMENT WITH PINEYWOODS SANITATION FOR LEASE OF BUILDING AT 400 N. DURRETT DRIVE
8. CONSIDER AND APPROVE A RESOLUTION FOR CITY OF CROCKETT'S PARTICIPATION IN THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS COOPERATIVE PROGRAM
9. CONSIDER AND APPROVE REPAIRS TO CITY HALL AND POLICE DEPARTMENT PARKING LOT
10. CONSIDER AND APPROVE CITY SECRETARY CERTIFICATION OF UNOPPOSED CANDIDATE IN PRECINCT 3 AND PRECINCT 4

11. CONSIDER AND APPROVE A RESOLUTION CANCELLING THE ELECTION OF CITY COUNCIL MEMBERS IN PRECINCT #3 & PRECINCT #4 SCHEDULED FOR MAY 7, 2022
12. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS, AMENDING CHAPTER 7, FIRE PREVENTION AND PROTECTION, OF THE CROCKETT CODE; REPEALING SECTION 7-32, INDEPENDENCE OF OFFICE; AMENDING SECTION 7-33, APPOINTMENT, TO PROVIDE FOR THE FIRE MARSHAL TO BE NOMINATED FOR OFFICE BY THE MAYOR AND CITY ADMINISTRATOR UPON RECOMMENDATION OF THE FIRE CHIEF AND APPOINTED BY THE CITY COUNCIL, REMOVED FROM OFFICE BY THE CITY COUNCIL UPON REQUEST OF THE FIRE CHIEF OR ON THE COUNCIL'S OWN MOTION AND REQUIRING THE FIRE MARSHAL TO REPORT TO AND TAKE DIRECTIONS FROM THE FIRE CHIEF; REPEALING SECTION 7-35, REMOVAL; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

#### **ADJOURNMENT**

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

#### **CERTIFICATION**

I certify that a copy of the March 7, 2022 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on March 3, 2022 at 4:00 PM.

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

I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the \_\_\_\_ day of \_\_\_\_\_, 2022. \_\_\_\_\_ Title \_\_\_\_\_

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 7<sup>th</sup> DAY OF FEBRUARY 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, ERNEST JACKSON, MARQUITA BEASLEY & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA AND FIRE CHIEF JASON FRIZZELL. DARRELL JONES NOT PRESENT.

#### OPEN MEETING WITH INVOCATION AND PLEDGE

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

#### RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present.

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

#### 1. APPROVAL OF MINUTES: SPECIAL SESSION - JANUARY 10, 2022

Council member Beasley made a motion to approve the minutes of the January 10, 2022 Special Meeting. Council member Jackson seconded the motion. Motion passes 4-0.

#### 2. CONSIDER AND APPROVE NEW POLICIES 4.03 AND 12.01 AND AMENDED POLICY 4.02 IN THE CITY OF CROCKETT PERSONNEL POLICY AND PROCEDURE MANUAL TO BE EFFECTIVE ON FEBRUARY 8, 2022

Council member Beasley made a motion to approve new Policies 4.03 and 12.01 and amended Policy 4.02 in the City of Crockett Personnel Policy and Procedure Manual to be effective on February 8, 2022. Council member Caldwell seconded the motion. Motion passes 4-0.

#### 3. DISCUSS THE CREATION OF COMMUNITY ADVISORY COMMITTEES FOR EACH CITY COUNCIL PRECINCT

Mr. Angerstein, along with Mayor Fisher, presented council with a program to develop an advisory committee charged with reviewing projects and programs that would be identified by the city council and staff to assist the city with maintenance and revitalization programs designed to maintain residential and commercial property values throughout the city. This committee would function as an advisory and bring recommendations to the city council. Mayor Fisher would like to discuss further in a

workshop and ask council to think about ideas for the committee and bring forth their recommendations.

4. AWARD BID: CONCRETE CONSTRUCTION PROJECTS

Mr. Angerstein noted that two sealed bids were received for this project:

|                        |                                             |
|------------------------|---------------------------------------------|
| Palomares Construction | \$46.00 LF Curb & Gutter                    |
|                        | \$20.50 SF Low water crossing               |
|                        | \$18.25 SF Sidewalks/non load bearing slabs |

|                   |                                             |
|-------------------|---------------------------------------------|
| Brothers Concrete | \$32.00 LF Curb & Gutter                    |
|                   | \$10.00 SF Low water crossing               |
|                   | \$ 6.50 SF Sidewalks/non load bearing slabs |

Mayor Pro Tem Marsh made a motion to award the bid for Concrete Construction Projects to Brothers Concrete. Council member Beasley seconded the motion. Motion passes 4-0.

5. AWARD BID: PAVILION DEMOLITION

Mr. Angerstein noted that three sealed bids were received for this project:

|                               |             |
|-------------------------------|-------------|
| Circle H Welding/Construction | \$9,000.00  |
| Crockett Construction         | \$6,900.00  |
| Albo Construction             | \$13,000.00 |

Council member Beasley made a motion to award bid for Pavilion Demolition to Crockett Construction. Council member Jackson seconded the motion. Motion passes 4-0.

6. CONSIDER AND APPROVE AN ORDER AND RESOLUTION CALLING FOR THE REGULAR ELECTION OF COUNCIL MEMBERS IN PRECINCTS 3, 4 AND 5 IN AND FOR THE CITY OF CROCKETT, TEXAS

Council member Beasley made a motion to approve an Order and Resolution calling for the Regular Election of Council members in precincts 3, 4 and 5 in and for the City of Crockett, Texas. Council member Caldwell seconded the motion. Motion passes 4-0.

7. CONSIDER AND APPROVE A JOINT ELECTION AGREEMENT BETWEEN THE CROCKETT INDEPENDENT SCHOOL DISTRICT AND THE CITY OF CROCKETT

Council member Beasley made a motion to approve a Joint Election Agreement between the Crockett Independent School District and the City of Crockett. Council member Jackson seconded the motion. Motion passes 4-0.

8. CONSIDER AND APPROVE APPOINTMENT/S OF EX-OFFICIO DIRECTOR/S TO CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Mr. Gentry stated his recommendations are Mr. Wade Thomas and Mr. Lawyer Jolley. Mayor Pro Tem Marsh made a motion to approve the appointment of Wade Thomas and Lawyer Jolley as Ex-Officio Directors to Crockett Economic and Development Corporation. Council member Beasley seconded the motion. Motion passes 4-0.

9. EXECUTIVE SESSION: GOV. CODE SECTION 551.074 - PERSONNEL MATTERS. TO DELIBERATE THE EVALUATION OR DUTIES OF THE FIRE MARSHAL

Mayor Fisher stated council would convene into Executive Session according to Gov. Code Section 551.074 - Personnel Matters. To Deliberate the Evaluation or Duties of the Fire Marshal and Executive Session according to Gov. Code Section 551.072 - Deliberation Regarding Real Property. To Deliberate the Purchase, Exchange, Lease, or Value of Real Property. Time was 6:32 P.M.

10. EXECUTIVE SESSION: GOV. CODE SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY. TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY

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

Council reconvened into open session at 7:12 P.M.

Item 9 – Council member Caldwell made a motion giving Mr. Angerstein authority to make the necessary amendments to the Fire Marshal’s job description, under the guidance of Fire Chief, and amendments to the ordinance. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0.

Item 10 – Mayor Pro Tem Marsh made a motion authorizing Mr. Angerstein to draw up a lease agreement with Piney Woods Sanitation for the lease of City building on their site to be used as a mechanic shop. Council member Caldwell seconded the motion. Motion passes 4-0.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:15 P.M.

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

ATTEST:

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



City of Crockett  
**POLICE DEPARTMENT**

COURTESY  
PROTECTION  
DEDICATION

Item 2.

CROCKETT, TEXAS 75835

936-544-2021 \* 200 NORTH FIFTH STREET

**CHIEF OF POLICE**

Clayton Smith

**Mayor**

Dr. Ianthia Flsher

**January 2022**

Manpower: 12

Manpower Hours: 2238

Calls: 452

Accidents: 11

Arrests: 17

Traffic: 81

Reports: 71

Alarm Calls: 30

False Alarms: 27

No Fault Alarms: 3

Assault: 3

Burglary: 2

Criminal Mischief: 2

Criminal Trespass: 3

Disorderly Conduct: 4

Driving While Intoxicated: 3

Forgery: 3

Possession of Controlled Substance: 2

Possession of Drug Paraphernalia: 2

Possession of Marijuana: 0

Public Intoxication: 1

Resisting Arrest: 0

Theft: 6

Unlawful Possession of Firearm: 0

Unauthorized use of Motor Vehicle: 1

Miscellaneous Offenses: 26

Comments: REPORTING PERIOD: JANUARY 1-31-2022 MISCELLANEOUS OFFENSES INCLUDES 9 WARRANT SERVICES.

Monday, February 7, 2022

# CROCKETT POLICE DEPARTMENT

Item 2.

## RACIAL PROFILING REPORT

JANUARY - DECEMBER 2021

| RACE                   | MALE | FEMALE | TOTAL |
|------------------------|------|--------|-------|
| AFRICAN AMERICAN       | 349  | 256    | 605   |
| ASIAN/PACIFIC ISLANDER | 9    | 2      | 11    |
| WHITE                  | 811  | 477    | 1288  |
| HISPANIC               | 219  | 86     | 305   |
| NATIVE AMERICA         | 1    | 0      | 1     |
| MIDDLE EASTERN         | 0    | 0      | 0     |
| TOTAL                  | 1389 | 821    | 2210  |

### Reason For Stop

Violation of law: 362  
Pre existing Knowledge: 20  
Moving Traffic Violation: 1461  
Vehicle Traffic Violation: 367

### Location of Stop

City Street: 570  
US Highway: 1468  
County Road: 21  
Private Property or Other: 39  
State Highway: 112

### Reason For Search

Consent: 28  
Contraband in Plain View: 1  
Probable Cause: 45  
Inventory: 14  
Incident to Arrest: 0

|                           |     |      |
|---------------------------|-----|------|
|                           | Yes | No   |
| Race Known Prior to Stop: | 180 | 2030 |
| Search Conducted:         | 88  | 2122 |
| Contraband Discovered:    | 50  | 38   |

### Contraband Description

Narcotics Found: 31  
Currency Found: 1  
Weapons Found: 1  
Alcohol Found: 9  
Stolen Property: 0  
Other Found: 8

### Result of the Stop

Verbal Warning: 1917  
Written Warning: 39  
Citation: 213  
Warning Arrest: 25  
Citation Arrest: 12  
Arrest: 4

### Arrest Based On

Penal Code: 28  
Traffic Law: 5  
City Ordinance: 0  
Warrants: 8

### Use of Force Resulting In BI:

## CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2021

Item 3.

| 2021                       | JAN       | FEB      | MAR      | APR      | MAY      | JUN      | JUL      | AUG      | SEP      | OCT      | NOV      | DEC      | YTD       | AVG      |
|----------------------------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|
| <b>CITY CALLS</b>          | <b>25</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>25</b> | <b>0</b> |
| STRUCTURE FIRES:           | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>  | <b>0</b> |
| Business                   | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Residential                | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| VEHICLE FIRES              | 2         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 2         | 0        |
| GRASS / WOODS FIRES        | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| REFUSE / TRASH FIRE        | 1         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           |          |
| VEHICLE ACCIDENT           | 5         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| VEHICLE ACCIDENT w/RESCUE  | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| TECHNICAL RESCUE           | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           | 0        |
| POWERLINE EMERGENCIES      | 1         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| TREES DOWN                 | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| NATURAL/LPG GAS LEAK       | 2         | 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        |
| CARBON MONOXIDE ALARM      | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           |          |
| EMS FIRST RESPONDER        | 2         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| EMS LIFT ASSIST            | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| LANDING ZONE SET-UP        | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           |          |
| FALSE ALARM BUSINESS       | 2         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| FALSE ALARM RESIDENTIAL    | 7         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           |          |
| TERRORISTIC/BOMB THREAT    | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           |          |
| FIRE / SMOKE INVESTIGATION | 3         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 3         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           |          |
| CONTROL BURN               | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| TRAFFIC CONTROL            | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
|                            |           |          |          |          |          |          |          |          |          |          |          |          |           |          |
| AGENCY ASSIST              | 0         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 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 2021

Item 3.

| 2021                           | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD | AVG |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| COUNTY CALLS                   | 22  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 22  | 0   |
| STRUCTURE FIRES:               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Business                       | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Residential                    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| VEHICLE FIRES                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| GRASS / WOODS FIRES            | 15  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| REFUSE / TRASH FIRE            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| VEHICLE ACCIDENT               | 5   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| VEHICLE ACCIDENT w/Extrication | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| TECHNICAL RESCUE               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| LANDING ZONE SET-UP            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 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   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 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          | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| EMS FIRST RESPONDER            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| EMS LIFT ASSIST                | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 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     | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| TRAFFIC CONTROL                | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| CONTROL BURN                   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |     |     |

## CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2021

Item 3.

| 2021                         | JAN     | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP    | OCT    | NOV | DEC    | YTD    | AVG |
|------------------------------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----|--------|--------|-----|
| TOTAL CALLS                  | 47      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 47     | 0   |
| ACTIVE MEMBERS (PAID / VOL.) | 19      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 0      | 0   |
| PAYROLL                      | \$4,900 | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0 | \$0    | \$0    | 0   |
| VOLUNTEER MAN HOURS          | 315     | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 0      | 0   |
| COST PER MAN HOUR            | \$15.56 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$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      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 0      | 0   |
| CIVILIAN FATALITIES          | 0       | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 0      | 0   |
| MUTUAL AID GIVEN             | 12      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 0      | 0   |
| MUTUAL AID RECEIVED          | 1       | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 0      | 0   |
| OUT OF COUNTY CALLS          | 1       | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   | 0      | 0      | 0   |

Notes:

0

RESOLUTION OF BOARD OF DIRECTORS AMENDING BYLAWS  
OF CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

RESOLVED, that the following amendment to the Bylaws presented to the meeting of Directors is approved and adopted, and that the secretary of the corporation is authorized and directed to execute a certificate of the adoption of the amendment to the Bylaws, to insert the amendment to the Bylaws in the book of minutes of the corporation, and to see that a copy of the amendment to the Bylaws, similarly certified, is kept at the principal executive office of the corporation:

"CHECKS AND DRAFTS

7.04. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall bear two (2) signatures. Each Member of the Board of Directors and the Executive Director are authorized to sign such documents. Provided, however, that checks or other orders for the payment of money to the Executive Director may not be signed by the Executive Director."

ADOPTED this 8th day of June, 2021.

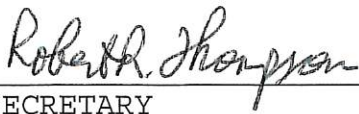
CROCKETT ECONOMIC & INDUSTRIAL  
DEVELOPMENT CORPORATION

BY: \_\_\_\_\_

PRESIDENT



ATTEST:

  
\_\_\_\_\_  
SECRETARY

*Original  
By Laws*

CORPORATE BYLAWS

OF THE

CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

These Bylaws govern the affairs of the Crockett Economic and Industrial Development Corporation, (the Corporation), a public instrumentality and a non-profit corporation created under Section 4A of the Development Corporation Act of 1979 (Tex. Rev. Civ. Stat. Ann. art 5190.6), as amended (the Act), by the City Council of the City of Crockett (the City Council) to act on behalf of the City of Crockett.

ARTICLE I. PURPOSE

1.01. The Purpose of the Corporation is to promote, assist, and enhance economic development activities and quality of life opportunities within the City and its extraterritorial jurisdiction that promote economic development as authorized by the Act. The Corporation has no members and is a non-stock corporation.

1.02. The Corporation shall have and exercise all of the rights, powers, privileges, authority and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Article 1396-1.01, et seq., Tex. Rev. Civ. Stat. Ann., as amended.

1.03. The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and corporations created under the Act and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including, but not limited to, the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

1.04. The Corporation is created as local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Civil Practice and Remedies Code, as amended. The operations of the Corporation are governmental and not proprietary functions for the purposes of the Texas Tort Claims Act, Section 101.001 et seq, Civil Practices and Remedies Code, as amended.

ARTICLE II. REGISTERED OFFICE AND AGENT

2.01. The registered agent for the Corporation shall be an individual resident of the state. The registered office for the Corporation shall be within the boundaries of the City of Crockett. The Board of Directors (the Board) shall initially maintain and use the Crockett City Hall as its administrative office, but may move its administrative office or establish additional offices with the prior approval of the City Council.

## ARTICLE III. BOARD OF DIRECTORS

## POWERS

3.01. The Corporation shall be managed by a Board of Directors which is authorized to exercise the powers authorized by the Act, subject to any limitations of these bylaws, including the following:

- a. To purchase or acquire for the Corporation any property, rights, or privileges and to pay therefor either wholly or partly in money, bonds, debentures, or other security of the Corporation as may be lawful.
- b. To create, make and issue notes, mortgages, bonds, deed of trust, trust agreements and negotiable or transferrable instruments and securities, secured by a mortgage or deed of trust on any real property of the Corporation or otherwise, and to do every other act or thing necessary to effect the same.
- c. To sell or lease the real or personal property of the Corporation on the terms the Board sees fit and to execute deeds, leases, and other conveyances or contracts as necessary for carrying out the purpose of this Corporation.

## DUTIES

3.02. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity, directors shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation and which are lawful. These duties shall not be construed as to impose any obligation or liability of the Corporation to any third party. The Board is further required to perform the following duties:

- a. PROGRAM. The Board shall cause to be prepared an Economic Development Plan (the Plan) in accordance with policies and directives established by the City Council. The Board shall review the Plan at least once a year and submit it to the City Council for its approval. The Plan shall include:
  1. The short and long-term objectives of the Corporation and how they might be achieved, including specific details of proposed efforts or programs to achieve those objectives;
  2. Guidelines for how the Corporation proposes to use the sales and use tax funds received by the Corporation to achieve its objectives, including any limitations on the use of funds; and

3. Any other information the City Council requests in writing be included in the Plan.
- b. REPORTS TO CITY COUNCIL. With each annual submission of the Plan to the City Council, and at any other times requested by the City Council, the Corporation shall submit a written Performance Report, detailing the activities and accomplishments of the Corporation since the prior Report.
- c. BRIEFINGS. The president or executive director shall appear before the City Council to brief the City Council on activities of the Corporation at least quarterly and at such other times as requested by the Mayor or two or more members of the City Council.
- d. BUDGET Prior to commencement of the 1996-97 fiscal year and at least 120 days prior to the commencement of each fiscal year thereafter, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Finance Department of the city of Crockett. The Corporation budget shall not be effective until the same has been approved by the City Council.

#### NUMBER AND QUALIFICATIONS

3.03. The Board shall consist of five persons, who shall be appointed by the City Council. All directors shall be persons who are not employees, officers or members of the governing body of the City. A director may be removed by the City Council at any time without cause.

3.04. Each director shall be a resident of the City of Crockett.

#### TERM

3.05. Two (2) members of the first Board shall serve terms of one (1) year and three (3) members shall serve terms of two (2) years. The respective terms of the initial directors shall be determined by lot. Thereafter, each successive member of the Board shall be appointed and serve for two (2) years or until a successor is appointed as hereinafter provided.

#### ATTENDANCE

3.06. Directorship in the Corporation shall be accompanied by active participation in the activities of the Board, and any director who is absent from three (3) consecutive meetings of the Board without valid excuse as determined by the Board, shall automatically be dismissed from directorship. The board shall at once notify the City Council that a vacancy on the Board exists.

## VACANCIES

3.07. Vacancies on the Board shall be filled by appointment by the City Council.

## EX-OFFICIO DIRECTORS

3.08. The Board may appoint ex-officio directors subject to approval of the City Council. Such ex-officio directors shall serve a term of one year or until their successors are appointed. Ex-officio directors shall be given notice of all meetings of the Board and may participate in discussions at Board meetings, but shall not be entitled to vote. Ex-officio directors may participate in executive sessions at the request of the Board. Ex-officio directors need not reside in the City.

## COMPENSATION

3.09. The directors shall not receive any salary or compensation for their services. However directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors to attend regular and special meetings are not eligible for reimbursement.

## ARTICLE IV. OFFICERS

### OFFICER POSITIONS

4.01. The officers of the Corporation shall be a president, a vice president and a secretary-treasurer, who shall be members of the Board. The Board may elect other officers as the City Council deems necessary. Any two or more offices may be held by the same person except the offices of the president, vice president and secretary-treasurer.

### ELECTION AND TERMS OF OFFICE

4.02. The president, vice president, secretary-treasurer and any other officers the City Council deems necessary shall be elected annually by the Board and vacancies in these officer positions may be filled by the board for the unexpired terms. Each officer shall hold office until a successor is duly elected and qualified. All officers shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board.

### PRESIDENT

4.03. The president shall be the chief executive officer of the corporation. He or she shall preside at all Board meetings and generally supervise and control the business and affairs of the Corporation and perform any other duties prescribed from time to time by the Board. The president shall have the right to vote on

all matters coming before the Board. He may execute deeds, mortgages, bonds, contracts or other instruments, as authorized by the Board. The president shall appoint the members of all committees and all committee chairs.

#### VICE PRESIDENT

4.04. The vice president shall perform the duties assigned to him by the board. In the absence of the president, or if the president is unable or refuses to act, the vice president shall perform the duties of president.

#### SECRETARY-TREASURER

4.05. The secretary-treasurer shall be the custodian of the Corporate records. The secretary-treasurer shall record and keep all votes and minutes of the meetings of the Board. The secretary-treasurer shall give notice of all meetings of the Board and its committees, and shall perform such other duties as may be prescribed by the president of the Board. An assistant secretary shall assist the secretary in performance of their duties.

#### EXECUTIVE DIRECTOR

4.06. The Board may employ an executive director to serve as the general manager and chief administrative officer of the Corporation. The Executive Director serves at the will and pleasure of the Board. The Executive Director of the Board may employ and terminate such full or part-time employees as needed to carry out the programs of the Corporation. These employees shall perform those duties as are assigned to them by the Executive Director.

#### ASSISTANT SECRETARY & LEGAL COUNSEL

4.07. An assistant secretary position is created to assist the secretary and the Board in the conduct of the affairs of the Corporation. The city attorney, or such other attorneys selected by the city attorney with the approval of the City Council, shall represent the Corporation in all litigation. The city attorney shall be the legal advisor of, attorney and counsel for, the Corporation and all officers thereof, in conformance with the City Charter, as amended.

#### ARTICLE V. BOARD COMMITTEES

5.01. The president may appoint persons to serve on standing or ad hoc committees. A committee may include persons who are not directors of the Corporation and who may not reside in the City. Committees will operate under general rules adopted by the Board. Committees may be charged with specific duties or authority, but shall not have the authority to:

- a. Amend the articles of incorporation, amend, alter, or

repeal the bylaws, or adopt a plan of merger or consolidation with another corporation.

- b. Authorize the sale, lease, exchange or mortgage of any of the property or assets of the Corporation or commit Corporation funds without the prior approval of the Board.
- c. Authorize or revoke proceedings for the voluntary dissolution of the Corporation or adopt a plan for the distribution of the assets of the Corporation.
- d. Approve any transaction to which the Corporation is a party, take any action outside the scope of authority delegated to it by the Board, take final action on a matter that requires the approval of the board, or take any action that involves a potential conflict of interest as defined in these bylaws.

#### COMMITTEE TERMS

5.02. The members of each standing or ad hoc committee shall serve until successors are appointed, unless the Committee is terminated or a member is removed, resigns, or ceases to qualify as a member. Vacancies on committees may be filled in the same manner as the original appointment.

#### ARTICLE VI. MEETINGS

##### REGULAR MEETINGS

6.01. The Board shall hold at least four (4) regular meetings each year.

##### SPECIAL MEETINGS

6.02. Special meetings of the Board may be called at the written request of the mayor, the president or at least two (2) directors.

##### NOTICE

6.03. Written or printed notice of each regular meeting of the Board shall be delivered to each director not less than seventy two (72) hours before the time of the meeting. The notice shall state the place, date, and time of the meeting. In the case of special meetings, notice may be issued to directors by mail, telephone, fax or in person at least seventy two (72) hours before the time of the meeting and shall include who called the meeting and the purpose of the meeting.

##### QUORUM

6.04. Three (3) directors shall constitute a quorum for the transaction of business at any meeting of the Board.

## ACTION OF BOARD

6.05. The vote of a majority of the directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board.

## PROXIES

6.06. A director may not vote by proxy.

## OPEN MEETINGS

6.07. All meetings and deliberations of the Board shall be called, posted, convened and conducted in accordance with the Texas Open Meetings Act, as amended.

## ARTICLE VII. FINANCIAL ADMINISTRATION

### FISCAL YEAR

7.01. The fiscal year of the Corporation shall run concurrently with the fiscal year of the City.

### ACCOUNTS TO BE KEPT WITH CITY

7.02. The Corporation shall contract with the City for the administration of its accounts, expenditures, deposits, investment of funds and accounts, and other financial services for the Corporation. The City finance director shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purpose of the Corporation upon the signature of its president and secretary-treasurer or other director as the Board shall designate.

### AUDITS

7.03. The City shall cause the Corporation's books, records, accounts, and financial statements, and all other financial activities for the previous fiscal year to be audited at least once each fiscal year by an outside, independent, certified public accounting firm selected by the City Council. Any such audit shall include a written management letter which details suggested management controls and operating efficiencies. The management letter shall include recommendations for improving cost reductions and safeguarding assets. Each audit shall be prepared and submitted annually to the City Council for approval. Such audit shall be at the expense of the Corporation.

### CHECKS AND DRAFTS

7.04. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed or bear the facsimile of the signature

to its president and secretary-treasurer, or other director as the Board shall designate.

#### CONTRACTS-GENERAL

7.05. The Corporation shall follow and be bound by the same purchasing and contracting provisions of State law, including the provisions on competitive bidding, that are applicable to the City. The Board may by official action authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments. Any contract of the Corporation which will require an expenditure of funds in excess of \$15,000.00 that the City Council has not previously approved as part of the Corporation's annual budget or in a city tax abatement agreement, must be approved by the City Council before any payment on the contract is made.

#### CONTRACTS-ADMINISTRATIVE SERVICES

7.06. Subject to the paramount authority of the city manager under the City Charter, the Corporation shall have the right to utilize the services and the staff and employees of the City, provided (i) that the Corporation shall pay reasonable compensation to the City for such services, and (ii) the performance of such services does not materially interfere with the other duties of such personnel of the City. An administrative services contract shall be executed between the Board and the City Council for the services provided by the executive director, city attorney, assistant secretary, finance department and other City departments, staff and employees.

#### GIFTS

7.07. The Board may accept on behalf of the Corporation any gift or bequest. Special funds shall include all funds from government contracts, grants, and gifts designated by a donor for special purposes. All other funds shall be general funds.

#### POTENTIAL CONFLICTS OF INTEREST

7.08. The members of the Board are local public officials within the meaning of Chapter 171 of the Local Government Code, as amended, and shall be governed by the provisions thereof and by the provisions of §15.03 of the Home Rule Charter of the City of Crockett.

#### BONDS

7.09. Any bonds issued by the Corporation shall be in accordance with the Act and shall not be issued until approved by the City Council and by the bond counsel and financial advisers of the City.

## ARTICLE VIII. BOOKS, RECORDS, AUDITS

### MAINTENANCE OF RECORDS

8.01. The Corporation shall keep and properly maintain, in accordance with GAAP, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. In addition to proper financial records, the Corporation shall keep correct and complete minutes of all board and committee meetings and all records required by the City of Crockett, by contracting agents, or by funding sources.

### COMPLIANCE WITH STATE LAW

8.02. All records shall be kept and administered in accordance with the Texas Open Records Act, as amended.

### INSPECTION

8.03. Any member of the City Council or director or officer of the Corporation may inspect all books and records of the Corporation required to be kept by the Bylaws.

## ARTICLE IX. INDEMNIFICATION AND INSURANCE

### CORPORATION TO INDEMNIFY

9.01. The Corporation shall indemnify any director or officer or former director or officer of the Corporation for expenses and costs, including attorney's fees, actually and necessarily incurred by the officer or director in connection with any claim asserted against the officer or director by action in court or otherwise by reason of the person being or having been a director or officer and acting in his or her official capacity, except in relation to matters as to which the person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

### CORPORATION MAY PROVIDE INSURANCE

9.02. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation to insure such person against any liability asserted against the person by reason of person being or having been a director, officer, employee, or agent of the Corporation. The premiums for the insurance shall be paid by the Corporation.

## ARTICLE X. AMENDMENTS TO BYLAWS

10.01. The Board may alter, amend, or repeal the bylaws or adopt new bylaws, but the change shall be effective only upon approval by the City Council.

## ARTICLE XI. PARLIAMENTARY AUTHORITY

11.01. Robert's Rules of Order, Newly Revised, shall be the parliamentary authority for all matters of procedure not specifically covered by the bylaws or any specific rules of procedure adopted by the Board.

## ARTICLE XII. DISSOLUTION OF THE CORPORATION

12.01. The Corporation is a non-profit corporation. Upon dissolution, all of the Corporation's assets shall be conveyed to the City of Crockett.

## ARTICLE XIII. MISCELLANEOUS PROVISIONS

### LEGAL AUTHORITIES GOVERNING CONSTRUCTION OF BYLAWS

13.01. The Bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act of 1979 applicable to corporations governed under Section 4A of that Act are incorporated within these bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these bylaws, then the applicable provisions of such Act shall control.

### LEGAL CONSTRUCTION

13.02. If any Bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the bylaws shall be construed as if the invalid, illegal unenforceable provision had not been included in the Bylaws.

### HEADINGS

13.03. The headings used in the Bylaws are used for convenience and shall not be considered in construing the terms of the Bylaws.

### PARTIES BOUND

13.04. The Bylaws shall be binding upon and inure to the benefit of the directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the Bylaws.

### EFFECTIVE DATE

13.05. These Bylaws, and any subsequent amendments thereto, shall be effective of and from the date upon which approval has been given both by the board of directors and the City Council.

## CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Crockett Economic and Industrial Development Corporation, and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were approved by the City Council of the City of Crockett, Texas at a meeting held on the 5TH day of SEPTEMBER, 1995 and adopted at a meeting of the Board of Directors held on the 11TH day of SEPTEMBER, 1995.

Signed this 11th day of September, 1995.

Ellen Currey  
SECRETARY OF THE CORPORATION

**CITY OF CROCKETT**  
**RESOLUTION NO. R-03B-22**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS**, authorizing the City to enter into agreement with the State for temporary closure of State Highways for the Davy Crockett Classic Bike Race 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 Davy Crockett Classic Bike Race 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 Davy Crockett Classic Bike Race in Crockett.

**PASSED AND APPROVED**, this 7<sup>th</sup> day of March 2022.

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

ATTEST:

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

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 Davy Crockett Classic Bike Race (April 23, 2022), from 11:00 AM to 9:00 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 7<sup>th</sup> day of March 2022, the Crockett City Council passed Resolution / Ordinance No. R-03B-22, 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:

| <b>Local Government:</b>                   | <b>State:</b>                             |
|--------------------------------------------|-------------------------------------------|
| <u>City of Crockett</u>                    | <u>Texas Department of Transportation</u> |
| <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>                  | <u></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 March 7, 2022  
City OfficialTyped or Printed Name and Title Dr. Ianthia Fisher, Mayor  
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 Davy Crockett Classic Bike Race in Crockett.**

**This event is a statewide and regional event that will attract 400+ cyclists from as far as 600 miles away for two days of racing and recreational riding. Saturday's event will feature food vendors, local vendors, charities and businesses that will participate.**

**Exhibit B**

**SEE ATTACHED RESOLUTION NO. R-02B-22**

## Exhibit C

**SEE ATTACHED MAP**

## 2022 Logistics and Planning

The 2022 edition of the event is going to be very similar to 2020 with a change on Saturday's time trial location and Sunday's road race location being held in Latexo instead of in front of city hall. In addition to a couple course changes, we hope to work more with the community of Crockett to invite local residents and organizations to enjoy the Saturday events.

**Event Website:** [davycrockettclassic.com](http://davycrockettclassic.com)

### Texas Triple Crown Series Inclusion

New for 2022 is the Davy Crockett Classic's inclusion in the Texas Triple Crown race series. This series consists of three large race weekends in Texas with an overall team prizelist. This new series should continue to build the event in Crockett as a part of a larger statewide series.

### Race Contact Information

Race Director – Alex Montoya – [alex@momentumsportz.com](mailto:alex@momentumsportz.com) 407-701-1983

### Stage One – Individual Time Trial

Racers take of one at a time for a race against the clock. This stage determines which rider will take the leader's jersey and defend it through the next two stages.

**Event Setup** – We will have one tent setup on each side of the road at the start/finish line. Riders start one at a time in 30 second intervals. Race officials will be on both sides of the road as well as volunteer event staff assisting with traffic duty.

**Course** - The course is an 8 mile out and back loop from Latexo ISD to FM 2022 and back. This is the same as what was done in 2021, just Saturday morning instead of Saturday afternoon.



### Start Times:

The first rider goes off at 7:30 AM, and riders start in 30 second increments until the last rider goes off.

### Results Posting and Podiums:

Results will be sent to the criterium start/finish, and podiums will be held following the conclusion of the time trials.

**Law Enforcement** – This course will require two officers. One at the beginning of FM2663 and one at the turnaround point 4 miles out at FM2022.

**Officer 1 @ FM2663/Latexo ISD - Time Frame – 7:00 AM – 11:00 AM**

**Officer 2 @ FM2664 @ FM2022 4 miles out marked by cones - Time Frame – 7:30 AM – 10:30 AM (or until last rider passes turnaround which could be earlier)**

**Parking** – Parking will be located at Latexo ISD

**Signage and Traffic Safety** – 24 in orange traffic cones will line the roads at the start/finish, turnaround, and parking areas, so that motorists know there is something going on, even if they miss the signs. Volunteers will be wearing orange safety vests and will be equipped with radios to communicate with police and race officials.

## Stage Two – Downtown Criterium

Racers will begin lining up for the criterium at 12:30 PM starting with the junior racers, and finishing with the men's Pro/Elite race ending at 8:00 PM

**Course:** The Crit course is the same as we used in 2019 and 2020, start and finishing in front of Joni's antique shop. The course goes around the county building, east on Goliad, left turn onto Corto St, returning westbound on E. Houston Ave.



**Parking:** Parking is located next to Crockett City Hall and on surrounding streets unaffected by the race.

### **Law Enforcement:**

**Officer 1 @Goliad/4<sup>th</sup> St Intersection – 10:30AM – 8:30 PM**

**Officer 2 @E Goliad/S. 7<sup>th</sup> St Intersection – 10:30 AM – 8:30 PM**

**Officer 3 @ E Goliad/Corto – 10:30 AM – 8:30 PM**

**Officer 4 @ E Houston Ave/Corto – 10:30 – 8:30 PM**

\*We need one officer to stay about 30 minutes longer to help keep traffic under control while we move the road closure equipment.

### **Street Closures –**

- East Goliad (Hwy 7) from 4<sup>th</sup> St to Corto
- Corto St
- East Houston Ave (Hwy 21) from Corto to 4<sup>th</sup> St.
- \*\*\*4<sup>th</sup> St is not fully closed this year, cars can pass through, but the curve going around the courthouse and the rest of the town square will be closed as part of the course.

A-frame barricades will be placed one block out from each of the closed points to divert motorists. Important cross streets will be staffed with a volunteer/corner marshals. Cones will be used this year to assist in closing streets/sidewalks off. The course will also be closed off with caution tape along the entire outside edge of the course.

**Barricades and Finish Truss** – Crowd barricades will be placed around the start/finish area, and a 26ft truss will go across the start/finish line (same as what we used for the race in 2019)

**Request\*** - We would like to get permission from the fire marshall to setup our truss finish line on Friday night to save time for setup on Saturday.

## Stage Three – Latexo Road Race

The Sunday road race will have to be moved out to start and finish in Latexo due to traffic and safety concerns along FM2022 inside of Loop 304. Despite having multiple race vehicles, road closures and volunteers in place, local traffic still always manages to find a way onto the finish stretch at the worst possible times. This led to some of the race finishes being affected by cars getting in the way and I got an ear full from a couple people about safety.

**Time Frame – 8:00 AM – 4:00 PM**

No road closures should be needed and law enforcement will be handled with Houston County Sheriff

### Route



We will request use of Latexo ISD facilities and coordinate with Houston County Sheriff. Nothing should be required of the City of Crockett for this event.

## **Event Timeline**

### **Friday 04/22/2022**

1:00 PM – public notice signs, cones, and traffic material placed for Stage 1 & 2

2:00 PM – Final Packet Stuffing and Chip Setup

3:00 PM TT Course Marking

4:00 PM – Truss Setup and non-closure course equipment setup ie: fencing on street corners.

5:00 PM – Packet Pickup Setup – location Holiday Inn Express Crockett

### **Saturday 04/23/2022**

5:00 AM Time Trial Start/Finish Setup

7:00 AM Reg/Packet Pickup Closes – begin staging, set clocks

7:30 AM First Rider Off

11:00 AM Last rider finishes

10:30 AM Alex, Chris leads team to begin setting up crit course and fencing, one person stays behind for TT results

11:00-12:00 AM Course and roads in downtown Crockett are closed

12:30 AM First races begin

2:30 PM Awards and/or sideshow/raffle drawing will happen in the middle to give our staff a brief break.

8:30 PM Last race ends and Road open Corto St to S 7<sup>th</sup> Ave.

9:00 PM Rest of road open in downtown Crockett

### **Sunday 04/24/2022**

6:00 AM Arrive onsite, setup registration

7:00 AM Registration Opens

7:30 AM Drivers begin lining up for Wave 1, Police sent to course

7:50 AM Opening Ceremony, anthem, prayer

8:00 AM First road race starts out of Latexo ISD

3:30 PM Last arrives back at Latexo ISD

5:30 PM Race concludes

## LEASE

## Basic Information

Date: February \_\_\_\_\_, 2022

Landlord: City of Crockett, Texas

Landlord's Address: 200 North Fifth Street, Crockett, Texas 75835

Tenant: Piney Woods Sanitation, Inc.

Tenant's Address: 400 N. Durrett Drive, Crockett, Texas 75835

Premises: The 1,500 square foot building at 400 N. Durrett Drive, Crockett, Texas, more particularly described in Exhibit "A" attached hereto.

Term (months): Month to month, until either party gives the other party at least sixty (60) days written notice of intent to terminate this lease.

Commencement Date: \_\_\_\_\_, 2022

Base Rent (monthly): \$500.00 per month, payable in advance on the first day of each month until the expiration of eighteen (18) months after the date of this lease, when the rent will increase to \$1,000.00 per month, payable in advance on the first day of each month during the term of this lease.

Permitted Use: Vehicle maintenance shop.

Tenant's Insurance: As required by Insurance Addendum

A. Definitions

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

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

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

B. Tenant's Obligations

1. Tenant agrees to--

a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises; and (ii) all requirements imposed by utility companies serving or insurance companies covering the Premises or Building;

d. Pay monthly, in advance, on the first day of the period, the Base Rent to Landlord at Landlord's Address

e. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

f. Obtain and pay when due all utility services to the premises.

g. Pay when due, and before delinquency, all taxes assessed against the Leased Premises.

h. Allow Landlord at any time, upon twenty-four (24) hours verbal notice, to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or Tenants.

i. Repair, replace, and maintain the Premises, normal wear excepted.

j. Repair, replace, and maintain parking lots, streets and accompanying infrastructure.

k. Vacate the Premises and return all keys to the Landlord on the last day of the Term or upon earlier date of default by Tenant. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

l. Comply with all regulations and requirements imposed by all governmental agencies with jurisdiction.

m. INDEMNIFY, DEFEND, AND HOLD LANDLORD, THE CITY OF

CROCKETT, TEXAS (THE "CITY"), AND THEIR AGENTS, SERVANTS AND EMPLOYEES, 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 AND OTHER COSTS) OCCURRING ON ANY PORTION OF THE PREMISES OR OTHERWISE ARISING IN CONNECTION WITH THE PREMISES OR ANY USE OR NON-USE THEREOF. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (I) IS INDEPENDENT OF TENANT'S INSURANCE, (II) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKER'S COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (III) WILL SURVIVE THE END OF THE TERM, AND (IV) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, THEIR AGENTS, SERVANTS AND EMPLOYEES.

2. Tenant agrees not to--

a. Use the Premises for any purpose other than the Permitted Use.

b. Create a nuisance.

c. Use the Premises in any way that would increase insurance premiums or void insurance on the premises.

d. Alter the Premises without prior written consent by the Landlord.

e. Allow a lien to be placed on the Premises.

f. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

1. Landlord agrees to:

a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Landlord agrees not to:

a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

D. General Provisions

Landlord and Tenant agree to the following:

1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Tenant will not be entitled to abate Rent for any reason.

3. Insurance. Tenant will maintain the insurance coverages described in the attached Insurance Addendum.

4. RELEASE OF CLAIMS/SUBROGATION. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, SERVANTS AND EMPLOYEES, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, 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 OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS, SERVANTS OR EMPLOYEES.

5. 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 option, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be

fair and reasonable. If Landlord refuses to restore the premises, this Lease will terminate.

6. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. 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. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice.

9. Default by Landlord/Tenant's Remedies. Tenant's sole remedy for Landlord's default is to terminate this lease.

10. 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 (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b). Notwithstanding the foregoing, ten (10) days written notice is not required if Tenant uses the Premises for other than a Permitted Use.

11. 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.

12. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting 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.

13. 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, whether with or without the consent of Landlord, will extend the Term.

14. Attorney's Fees. If Landlord retains an attorney to enforce this lease, and prevails in litigation, Landlord is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. Venue. Exclusive venue is in a State District Court in the county in which the Premises are located.

16. Entire Agreement. This lease, its exhibits, addenda, and riders, are 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, that are not in this lease and any exhibits, addenda, and riders.

17. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

19. 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 Postal Service, postage prepaid, 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.

20. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

CITY OF CROCKETT, TEXAS

BY: \_\_\_\_\_  
 IANTHIA FISHER, MAYOR

PINEY WOODS SANITATION, INC.

BY: \_\_\_\_\_  
 \_\_\_\_\_, PRESIDENT

THE STATE OF TEXAS \*

COUNTY OF HOUSTON \*

This instrument was acknowledged before me by Ianthia Fisher, Mayor of the City of Crockett, Texas, on behalf of said entity, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS \*

COUNTY OF HOUSTON \*

This instrument was acknowledged before me by \_\_\_\_\_, President of Piney Woods Sanitation, Inc., on behalf of said corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF TEXAS

## Insurance Addendum to Lease

Lease:

Date: \_\_\_\_\_, 2022

Landlord: City of Crockett, Texas

Tenant: Piney Woods Sanitation, Inc.

This insurance addendum is part of the lease.

A. Tenant agrees to -

1. Maintain the property and/or liability insurance policies required below during the Term and any period before or after the Term when Tenant is present on the Premises:

**Type of Insurance  
or Endorsement**

**Minimum Policy of  
Endorsement Limit**

*General Liability Insurance Policies Required of Tenant:*

|                                                    |                                                                        |
|----------------------------------------------------|------------------------------------------------------------------------|
| Commercial general liability<br>(Occurrence basis) | Per occurrence: \$1,000,000.00<br>General aggregate:<br>\$3,000,000.00 |
|----------------------------------------------------|------------------------------------------------------------------------|

*Additional Liability Insurance Policies Required of Tenant*

|                               |                                                           |
|-------------------------------|-----------------------------------------------------------|
| Workers' compensation         | \$1,000,000.00 per occurrence                             |
| Employer's liability          | \$1,000,000.00 per occurrence<br>\$3,000,000.00 aggregate |
| Business automobile liability | \$1,000,000.00 combined single<br>limit                   |

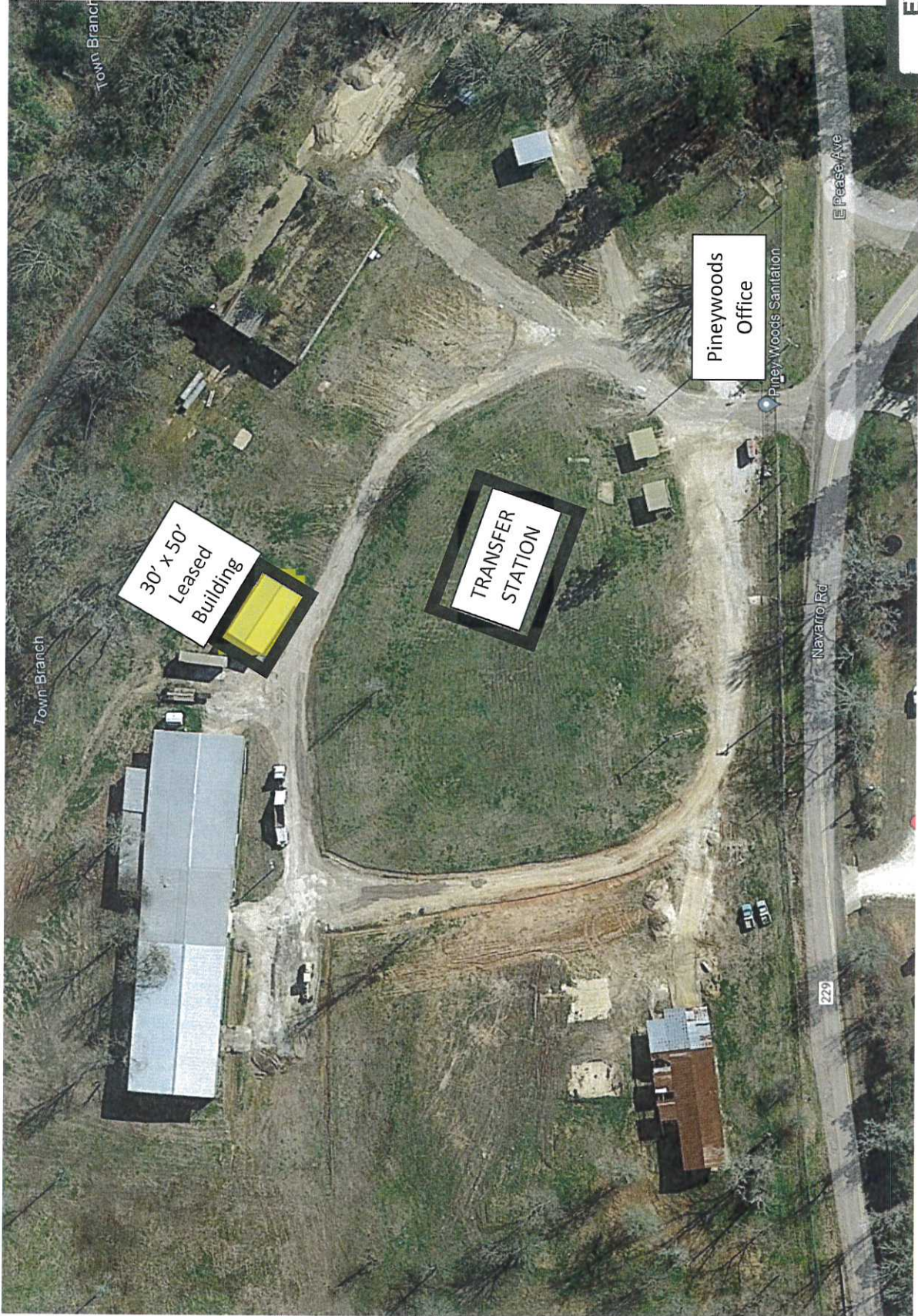
*Property Insurance Policy Required of Tenant:*

|                            |                                                                                                                                                                                                                                                                             |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cause of loss-special form | 100 percent of replacement<br>cost of (a) all items included<br>in the definition of Tenant's<br>Rebuilding Obligations and (b)<br>all of Tenant's furniture,<br>fixtures, equipment, and other<br>business personal property<br>located in the Premises.<br>\$3,500,000.00 |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. Comply with the following additional insurance requirements:
  - a. The commercial general liability (or business owner's property policy) must be endorsed to name Landlord and Lienholder as "additional insureds."
  - b. Property insurance policies must contain waivers of subrogation of claims against Landlord and Lienholder.
  - c. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

3. Obtain the approval of Landlord and Lienholder with respect to the following: the forms of Tenant's insurance policies, endorsements and certificates, and other evidence of Tenant's Insurance; the amounts of any deductibles or self-insured retentions amounts under Tenant's Insurance; and the creditworthiness and ratings of the insurance companies issuing Tenant's Insurance.

1,500 Sq. Ft. Building Leased to Pineywoods Sanitation at  
400 N. Durrett Ave., Crockett, TX 75835





# RESOLUTION

## State of Texas

County of Houston

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and WHEREAS, the City Council

(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of City of Crockett

(Name of Qualified Entity)

is a: (Check one of the following.)

☐ County

☒ Municipality

☐ Political Subdivision (Utility, Appraisal Districts)

☐ State-funded Assistance Organization

☐ Independent School District

☐ Junior College District

☐ Mental Health and Mental Disability Community Center

☐ Housing and Transportation Authority

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,

John Angerstein

City Administrator

(Name of Person, primary contact)

(Title)

(and Mitzi Stefka

City Secretary

(Name of Person, secondary contact)

(Title)

) is/are authorized to execute

any and all documentation for City of Crockett

(Entity Name)

pertaining to its participation in the Texas

Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, City of Crockett

(Entity Name)

acknowledges its obligation to pay annual participation fees

established by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve

City of Crockett

(Entity Name)

for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by City of Crockett

(Entity Name)

By:

(Signature of Chair)

Dr. Ianthia Fisher

(Printed Name)

Mayor

(Title of Chair)

(Signature of primary Agent of Record)

John Angerstein/City Administrator

(Name/Title of primary Agent of Record)

(Signature of secondary Agent of Record)

Mitzi Stefka/City Secretary

(Name/Title of secondary Agent of Record)



# Texas SmartBuy Membership Program

## Texas SmartBuy Membership Application

John Angerstein

Mitzi Stefka

Name of Authorized Individual

Name of Authorized Individual (secondary contact)

(NOTE: Please list 2 people who are authorized to sign for purchases and will receive all correspondence from CPA. Additional authorized signers or Agents of Record may be listed on the resolution with the signatures documented at the bottom of the resolution.)

City of Crockett

Organization/Qualified Entity Name

200 N. Fifth Street

Address

Crockett, TX 75835

City, State, Zip Code

angersteinj@crocketttxas.org

stefkam@crocketttxas.org

Primary Email Address

Secondary Email Address

9365445156

9365444976

Phone Numbers

Fax Number

The annual membership fee for participation in the Texas SmartBuy Membership Program is:  
**\$100.00 – FEE IS NON-REFUNDABLE**

**Please make checks payable to:**

Texas Comptroller of Public Accounts

**Please mail to:**

Texas Comptroller of Public Accounts  
 P.O. Box 13186  
 Austin, TX 78711

**PLEASE RETURN THIS FORM WITH PAYMENT  
 AND ALL REQUIRED DOCUMENTS AND SIGNATURES**

Questions? Contact the Texas SmartBuy Membership Program at 512-463-3368 or at [members@cpa.texas.gov](mailto:members@cpa.texas.gov).

## City Hall and Police Department Parking Lot Repairs

Sealcoat existing asphalt paving as follows:

- Clean old asphalt.
- Install crack filler.
- Apply two coats of coal tar sealer.
- Stripe for parking and handicap.

**NAMCO \$7,750**

**Larry Young Paving \$11,050**

**Lonestar Paving \$17,000**

Overlay existing asphalt paving as follows:

- Clean existing asphalt paving.
- Apply tack coat.
- Install 1" of compacted hot mix asphalt.
- Stripe for parking and handicap.

**NAMCO \$29,500**

**Larry Young Paving \$41,600**

**Lonestar Paving \$52,000**

**THE STATE OF TEXAS**

**CITY OF CROCKETT**

**CERTIFICATION OF UNOPPOSED CANDIDATE**

I, Mitzi Stefka, City Secretary of the City of Crockett and the authority responsible for preparing the official ballots for the May 7, 2022 City Election do hereby certify:

- (1) The candidate whose name is to appear on the ballot for City Precinct 3, Ernest Jackson, is unopposed; and
- (2) The candidate whose name is to appear on the ballot for City Precinct 4, Marquita Beasley, is unopposed; and
- (3) No write-in candidates have filed to be placed on the list of write-in candidates; and
- (4) No proposition is to appear on the ballot.

**WITNESS MY HAND** and Official Seal of the City of Crockett, Texas, this the 7<sup>th</sup> day of March 2022.



  
\_\_\_\_\_  
Mitzi Stefka, City Secretary  
City of Crockett

**RESOLUTION NO. R-03-22**

**A RESOLUTION CANCELLING THE ELECTION OF CITY COUNCIL MEMBERS IN PRECINCT #3 & PRECINCT #4 SCHEDULED FOR MAY 7, 2022**

**WHEREAS**, an Order of Election passed on February 7, 2022 called the Regular Election of Council members for Precincts 3, 4 and 5 for the City of Crockett, Texas; and,

**WHEREAS**, at the deadline to file application for a place on the ballot, February 18, 2022, only one eligible candidate had filed to run for City Council member – Precinct #3, that being Ernest Jackson; and only one eligible candidate had filed to run for City Council member – Precinct #4, that being Marquita Beasley; and,

**WHEREAS**, as prescribed in Section 2.052(a) of the Texas Election Code, the City Secretary has certified that:

- 1) The candidate's whose name is to appear on the ballot is unopposed;
- 2) No candidate's name is to be placed on a list of write-in candidates for the above described offices under applicable law;
- 3) No proposition will appear on the ballot

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Crockett, Texas that based on information received and in accordance with Section 2.053, the City Council hereby authorizes the cancellation of election of City Council member's – Precinct #3 and Precinct #4 called May 7, 2022 and hereby declares the unopposed candidates elected to office and shall be issued Certificate of Election following the time the election will be canvassed.

**PASSED AND APPROVED** this the 7<sup>th</sup> day of March 2022.

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

ATTEST:

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

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS, AMENDING CHAPTER 7, FIRE PREVENTION AND PROTECTION, OF THE CROCKETT CODE; REPEALING SECTION 7-32, INDEPENDENCE OF OFFICE; AMENDING SECTION 7-33, APPOINTMENT, TO PROVIDE FOR THE FIRE MARSHAL TO BE NOMINATED FOR OFFICE BY THE MAYOR AND CITY ADMINISTRATOR UPON RECOMMENDATION OF THE FIRE CHIEF AND APPOINTED BY THE CITY COUNCIL, REMOVED FROM OFFICE BY THE CITY COUNCIL UPON REQUEST OF THE FIRE CHIEF OR ON THE COUNCIL'S OWN MOTION AND REQUIRING THE FIRE MARSHAL TO REPORT TO AND TAKE DIRECTIONS FROM THE FIRE CHIEF; REPEALING SECTION 7-35, REMOVAL; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF CROCKETT, TEXAS HEREBY ORDAINS:

SECTION 1:

Section 7-32 of the Crockett Code is hereby repealed.

SECTION 2:

Section 7-33 of the Crockett Code is hereby deleted, and substituted therefor is the following:

Sec. 7-33. Appointment and Duties.

A. The Fire Marshal shall be appointed by the City Council after being nominated by the Mayor and City Administrator, upon recommendation of the Fire Chief. The City Council is not required to accept the nomination. If the City Council rejects the nomination, the Mayor and City Administrator, upon recommendation of the Fire Chief, shall nominate a replacement or replacements until a nomination is accepted by the City Council.

B. The City Council may remove the Fire Marshal upon request of the Fire Chief, or on its own motion. The removal may be for any reason or no reason.

C. The Fire Marshal shall be under the supervision of the Fire Chief. The Fire Chief shall prescribe the job description, duties and responsibilities of the Fire Marshal, and the Fire Marshal shall report directly to the Fire Chief.

SECTION 3:

Section 7-35 of the Crockett Code is hereby repealed.

SECTION 4: Severability.

The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Repealing Clause.

All Ordinances, or parts of Ordinances, inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. Effective Date.

This Ordinance shall become effective immediately upon its passage.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Crockett, Texas, on the 7th day of March, 2022.

CITY OF CROCKETT

BY: \_\_\_\_\_  
DR. IANTHIA FISHER, MAYOR

ATTEST:

\_\_\_\_\_  
MITZI STEFKA, CITY SECRETARY

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
WILLIAM R. PEMBERTON,  
CITY ATTORNEY