



CITY COUNCIL AGENDA

Monday, August 04, 2025 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

Dennis Ivey, Council Member
Christopher Price, Council Member
NaTrenia Hicks Council Member
Elbert Johnson, Council Member
Mike Marsh, Mayor Pro Tem

John Angerstein, City Administrator
Mitzi Stefka, City Secretary
Donna Gordon, 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, AUGUST 4, 2025 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

OPEN MEETING WITH INVOCATION AND PLEDGE

RECOGNITION OF VISITORS

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personal matters or matters under litigation will be allowed. The length of time may not exceed three (3) minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

APPROVAL OF MINUTES

1. REGULAR SESSION: JULY 21, 2025

BUSINESS

2. FISCAL YEAR 2026 BUDGET UPDATE
3. CONSIDER AND APPROVE PROPOSED TAX RATE
4. PUBLIC HEARING ON TAX ABATEMENT AGREEMENT BETWEEN HOUSTON COUNTY AND THE CITY OF CROCKETT UNDER THE TAX ABATEMENT GUIDELINES AND CRITERIA TEXAS TAX CODE CHAPTER 312, SEC. 312.002
5. CONSIDER AND APPROVE ADOPTING UPDATED POLICY FOR JOINT TAX ABATEMENT AGREEMENTS WITH HOUSTON COUNTY UNDER THE TAX ABATEMENT GUIDELINES AND CRITERIA PURSUANT TO TEXAS TAX CODE CHAPTER 312, SEC. 312.002
6. CONSIDER AND APPROVE A RESOLUTION AND AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR THE WORLD CHAMPIONSHIP FIDDLERS' FESTIVAL IN CROCKETT
7. CONSIDER AND APPROVE GATEWAY SIGN LOCATIONS

EXECUTIVE SESSION

8. SEC. 551.071. CONSULTATION WITH ATTORNEY REGARDING LINCOLN LUMBER RECAPTURE OF INCENTIVES AND TAX ABATEMENTS
9. GOV. CODE 551.074 – PERSONNEL MATTERS - CONSIDER MATTERS RELATED TO CITY ADMINISTRATOR AND ASSISTANT CITY ADMINISTRATOR AND PLAN OF SUCCESSION

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



ADJOURNMENT

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

CERTIFICATION

I certify that a copy of the August 4, 2025 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on July 31, 2025 before 5:00 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 _____, 2025. _____ Title _____

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 21ST DAY OF JULY 2025 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, DENNIS IVEY, CHRISTOPHER PRICE, NATRIENIA HICKS, ELBERT JOHNSON & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY, CITY ATTORNEY DONNA GORDON, POLICE CHIEF CLAYTON SMITH, AND FIRE CHIEF JASON FRIZZELL.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the formal session open and council member Ivey gave the invocation. 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.)*

- Stephen Millhouse Barr – (Groveton, TX) Comments on public safety and education.

APPROVAL OF MINUTES

1. REGULAR SESSION: JULY 7, 2025

Mayor Pro Tem Marsh made a motion to approve the minutes of the July 7, 2025 regular session. Council member Ivey seconded the motion. Motion passes 5-0.

REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR JUNE 2025

Chief Smith reported for the month of June 2025: 16 total manpower, 2,527 total manpower hours, 424 total calls and 6 total accidents. A breakdown of the criminal report is included in the packet.

3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR JUNE 2025

Chief Frizzell reported for the month of June 2025 the following: 40 calls. A breakdown is included in the packet.

BUSINESS

4. CONSIDER AND APPROVE REAPPOINTMENT OF MEMBERS TO PARKS AND RECREATION BOARD

Council member Ivey made a motion to approve the reappointment of the following members to Parks and Recreation Board: David Tyer, Spencer Burke, Larry Robbins, Lindsey Rice, Jo Denman and Kimberley Marrs. Mayor Pro Tem Marsh seconded the motion. Motions passes 5-0.

5. CONSIDER AND APPROVE REAPPOINTMENT OF MEMBERS TO BOARD OF ADJUSTMENTS COMMISSION

Council member Hicks made a motion to approve the reappointment of the following members to Board of Adjustments Commission: Michael Brenner, Jo Denman, David Tyer, Samantha Wiley and Lois Ball. Mayor Pro Tem Marsh seconded the motion. Motion passes 5-0.

6. CONSIDER AND APPROVE APPOINTMENT/REAPPOINTMENT OF MEMBERS TO LIBRARY ADVISORY BOARD

Council member Hicks made a motion to approve the appointment of Alicia Bailey and the reappointments of Jessica James and Paula Hackett to the Library Advisory Board. Council member Price seconded the motion. Motion passes 5-0.

7. PUBLIC HEARING ON THE PLANNING & ZONING COMMISSION'S FINAL REPORT FOR RECOMMENDED ZONING MAP AMENDMENTS TO CHANGE THE ZONING DISTRICT FROM M-MANUFACTURING, WAREHOUSING AND WHOLESALING DISTRICT TO R2-TWO FAMILY RESIDENTIAL DISTRICT OR TO R3- MULTIPLE-FAMILY RESIDENTIAL DISTRICT FOR SEVERAL PARCELS OF LAND WITHIN A STRIP OF PROPERTIES GENERALLY LOCATED BETWEEN MARTIN LUTHER KING (MLK), JR. BLVD. ON THE EAST, SYCAMORE STREET OR SYCAMORE STREET RIGHT-OF-WAY ON THE WEST, WEST GOLIAD AVENUE ON THE NORTH, AND BURLESON AVENUE ON THE SOUTH

Mayor Fisher opened the public hearing and Mr. Angerstein explained that the area in question was zoned for manufacturing use, but most of the properties were residential. Amending the zoning map for this area would protect residents from having potentially disruptive businesses from moving in next door to their homes. Council member Hicks expressed concern about possible conflict of interest with the City Administrator. Mayor Fisher declared there was no such conflict. With no further comments from council or the audience, Mayor Fisher closed the public hearing.

8. CONSIDER AND APPROVE PLANNING & ZONING COMMISSION'S RECOMMENDED ZONING MAP AMENDMENTS IDENTIFIED IN THE COMMISSION'S FINAL REPORT

Council member Hicks made a motion to approve the Planning & Zoning Commission's recommended zoning map amendments identified in the Commission's final report. Council member Johnson seconded the motion. Motion passes 5-0.

9. CONSIDER AND APPROVE LEASE AGREEMENT BETWEEN THE CITY OF CROCKETT, TEXAS AND WATCH BROADBAND TEXAS, LLC

Mr. Angerstein explained that Watch Broadband had approached the City with an offer to provide free broadband internet service to the City of Crockett in exchange for allowing them to mount a cellular transceiver/repeater on the southwest elevated water storage tank. This would improve wireless internet service in the Davy Crockett Memorial Park and Porth Ag Arena during public events. After some discussion, council member Ivey made a motion to approve a lease agreement between the City of Crockett, Texas and Watch Broadband Texas, LLC. Council member Price seconded the motion. Motion passes 5-0.

10. FISCAL YEAR 2026 BUDGET WORKSHOP

Mr. Angerstein informed council that the Houston County Appraisal District had yet to provide certified property values and the budget discussions would be using estimated values. The 2024 estimated values were \$392,938,479 and the 2025 estimated values are \$421,785,359. The increase in values were do to a significant amount of new construction. He informed council that while our worker's compensation insurance rates dropped 1.6%, all other insurance rates increased. Lawsuits increased our general liability and errors/omissions rate by 48% and 41% respectively. Property insurance went up 14.6%. We also have a state mandate for a cybersecurity policy. Total insurance premium increase is approximately \$23,000 for the coming fiscal year.

Mr. Angerstein explained that we had \$252,000 in American Rescue Plan Act (ARPA) funds available. \$61,500 of those funds have been allocated to our gateway signs and \$86,500 for fire station bay floor repairs, leaving \$104,000 in unallocated ARPA funds.

Regarding large capital requests, including police station upgrades, new police department radios and new fire department radios, Mr. Angerstein noted these expenses would likely require issuance of debt and would be discussed at a later date.

Regarding multi-year appropriations, Mr. Angerstein urged council to consider a Cost-of-Living Adjustment (COLA) for all city employees. A 3% COLA would cost approximately \$130,000 and a 5% COLA would cost approximately \$190,000. Even raising the ad-valorem tax rate to the Voter Approval Rate wouldn't provide enough revenue to cover a COLA for all employees. The same is true for police department certificate pay and increasing the number of police officers and firefighters. However, some funds may be found by re-prioritizing various programs and projects within the budget.

City Hall repairs and renovations are not a pressing need, but some aspects of the project could be performed in-house without requiring the use of contractors. However, Civic Center repairs need to be addressed to prevent more extensive damage from water ingress around the foundation. The doors of the Civic Center also need attention due to wear and tear and lack of ADA compliance. Public Works has an urgent need for a padfoot roller, and our Operations Superintendent is looking at options to present to council for consideration.

Mr. Angerstein asked council for direction on how to distribute our debt costs between our general fund and our utility fund. Adding it all to our general fund would cost the average homeowner \$79 per year in property taxes. Adding it all to our utility fund would cost the average water customer \$156 year in utility fees. The costs could also be split between the funds at council’s discretion. Council also discussed the cost of water from the Houston County Water Control & Improvement District #1 (WCID) and instructed the City Administrator to look at options to secure our access to groundwater sources.

Council member Hicks made a motion to have debt service for police and fire vehicles to be paid from ad-valorem tax revenue and debt service for water/sewer infrastructure improvements to come from water consumption revenue. Council member Johnson seconded the motion. Motion passes 5-0.

EXECUTIVE SESSION

Mayor Fisher stated Council would convene into Executive Session per Gov. Code 551.074: Personnel Matters. Consider Annual Performance Evaluation of Police Chief, Fire Chief and City Administrator and Consider Personnel Matters Related to City Administrator and Assistant City Administrator. Time was 7:35 P.M.

11. GOV. CODE 551.074 – PERSONNEL MATTERS. CONSIDER ANNUAL PERFORMANCE EVALUATION OF POLICE CHIEF, FIRE CHIEF AND CITY ADMINISTRATOR

Mayor Fisher reconvened the meeting into open session. Time was 9:43 P.M.

Mayor Pro Tem Marsh made a motion to approve the annual performance evaluations of Police Chief, Fire Chief and City Administrator as favorable. Council member Hicks seconded the motion. Motion passes 5-0.

12. GOV. CODE 551.074 – CONSIDER PERSONNEL MATTERS RELATED TO CITY ADMINISTRATOR AND ASSISTANT CITY ADMINISTRATOR

No action taken.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 9:45 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

**HOUSTON COUNTY
&
CITY OF CROCKETT, TEXAS**

TAX ABATEMENT

GUIDELINES AND CRITERIA

CONFIDENTIAL***PLEASE NOTE:***

Section 312.003 of Chapter A of the State Tax Code provides that :

Information that is provided to a taxing unit in connection with an application or request for tax abatement under this chapter and that describes the specific process or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential under this section.

Persons in possession of this Application are reminded of this provision of the law and should restrict access to this document accordingly.

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SECTION 1 - PREAMBLE

This Tax Abatement Policy is designed to stimulate continued economic growth in Houston County and the City of Crockett, while preserving the values and existing assets that provide the quality of life our citizens already have come to enjoy.

It seeks a balance between attracting new businesses that are seeking to relocate here, providing a friendly environment for new undertakings, promoting the expansion of economic resources already in place, and considering the effect of economic change upon existing economic assets that already have realized their potential.

It seeks to preserve the values of the past, stimulate and consider current economic opportunities, and plan for a future that includes a global economic marketplace and new and exciting economic endeavors.

It is the intent of Houston County and the City of Crockett to put in place a Tax Abatement Policy that will take the County/City through the 21st century and be of benefit to all the citizens of our Community.

The County and City acknowledges that both the retention of economic assets and existing jobs and the creation of new jobs and economic endeavors have an important place in striking a positive economic balance in Houston County and the City of Crockett. These Guidelines and Criteria for seeking a Tax Abatement from the County or City are intended to be flexible, and special circumstances may lead the County or City to tailor individual Tax Abatement Agreements to specific circumstances.

This particular Tax Abatement Policy and Guidelines and Criteria apply to the granting of a Tax Abatement by Houston County and the City of Crockett. There are a number of other entities and bodies that can choose to abate or not abate taxes as well. We urge you to check with the appropriate agencies, and the Houston County Appraisal District to determine the circumstances of your particular situation as far as determining the taxing entities that may affect your project.

SECTION 2 - DEFINITIONS

- a. **"Abatement"** means the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone or enterprise zone designated by Houston County or the City of Crockett for economic development purposes.
- b. **"Agreement"** means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction for the purpose of tax abatement.
- c. **"Base year value"** means the taxable value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.
- d. **"Deferred maintenance"** means improvements necessary for continued operation which do not improve productivity or alter the process technology.
- e. **"Expansion"** means the addition of buildings, structures, machinery, equipment or payroll for purposes of increasing production capacity.
- f. **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.
- g. **"Modernization"** means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- h. **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.
- i. **"Office Building"** means a new office building to be occupied 100% by one owner or one tenant, providing further that said building and owner or tenant meet the other criteria set forth herein.
- j. **"Economic Life"** means the number of years a property improvement is expected to be in service in a facility.
- k. **"Eligible Jurisdiction"** means Houston County, City of Crockett, or other taxing district eligible to abate its taxes according to Texas law that levies ad valorem

taxes upon and provides services to property located within the proposed or existing reinvestment zone.

- l. **“Manufacturing Facility”** means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacturing of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- m. **“Regional Distribution Center Facility”** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points outside Houston County.

SECTION 3 - ABATEMENT AUTHORIZED

- a. **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for Tax Abatement as hereinafter provided. Eligible Facilities must fall within one of the following series of the North American Industrial Classification Code as determined by the United States Office of Management and Budget:
 - 1) **Manufacturing**
Major Group 31-33 (Food and Kindred Products, Textiles, Furniture and Fixtures, Printing, Chemicals, Petroleum Refining, Leather, Stone Products, Fabricated Metals, Industrial Machinery, Electronic Equipment, Transportation Equipment, and Miscellaneous Manufacturing).
 - 2) **Transportation**
Major Groups 48-49 (Railroad Transportation, Warehousing, Communications, Electric and Gas Services). **Sector 22 (Utilities)**
 - 3) **Services**
Major Groups 54, 62 (Professional, Scientific, and Technical Services, Health Care Services). **Sector 11 (Agriculture, forestry, fishing and hunting)** **Sector 21 (Mining)** **Sector 44-45 (Retail trade)** **Sector 51 (Information)** **Sector 52 (Finance and insurance)** **Sector 53 (Real estate and rental and leasing)** **Sector 55 (Management of companies and enterprises)** **Sector 56 (Administrative and support and waste management and remediation services)** **Sector 61 (Education services)**

Sector 71 (Arts, entertainment, and recreation) Sector 72 (Accommodation and food services) Sector 81 (Other services, except public administration) Sector 92 (Public administration) Sector 99 (Unclassified)

- b. **Creation of New Value.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the County/City and the property owner or lessee (if required), subject to such limitations as the County/City may require.
- c. **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- d. **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space, and related fixed improvements necessary to the operation and administration of the Facility.
- e. **Ineligible Property.** The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings, and other forms of movable personal property; vehicles; vessels; aircraft; housing; deferred maintenance investments; property to be rented or leased except as provided in Section 3; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
- f. **Owned/Leased Facilities.** If a leased facility is granted abatement, the agreement shall be executed with the property owner (lessor) and the lessee.
- g. **Economic Qualification.** In order to be eligible to receive Tax Abatement, the planned improvement:
 - (1) must be expected to have an increased appraised ad valorem tax value of at least \$250,000 based upon the Houston County Appraisal District's assessment of the Eligible Property;
 - (2) must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in Houston County/City of Crockett;
- h. **Standards for Tax Abatement.** The following factors, among others, shall be considered in determining whether to grant Tax Abatement.

- (1) Value of existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) The expected economic life of proposed improvements;
- (4) Number of existing permanent jobs to be retained by the proposed improvements;
- (5) Number of type of permanent new jobs to be created by the proposed improvements;
- (6) Amount of local payroll to be created or enhanced,
- (7) Whether the new jobs to be created will be filled by persons residing or projected to reside within Houston County/City of Crockett;
- (8) Amount of local sales taxes to be generated directly;
- (9) The amount of property tax base valuation will be increased during term of Abatement and after Abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than \$250,000;
- (10) The costs to be incurred by Houston County/City to provided facilities or services directly resulting from the new improvements;
- (11) The amount of ad valorem taxes to be paid to Houston County/City of Crockett during the Abatement period considering (A) the existing values, (B) the percentage of new value abated, (C) the Abatement period, and (D) the value after expiration of the Abatement period;
- (12) The population growth of Houston County/City of Crockett that might occur directly as a result of new improvements;
- (13) The types and values of public improvements, if any, to be made by applicant seeking Abatement;
- (14) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (15) The impact on the business opportunities of existing businesses;

- (16) The attraction of other new businesses to the area;
- (17) The overall compatibility with the comprehensive, long-range plan for the area;
- (18) Whether the project is environmentally compatible with the community, and has no negative impact on quality of life perceptions.
- (19) The company profile - when established - including business references, principal bank, audited financial statement and Business Plan.

Each Eligible Facility shall be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

I. Denial of Abatement. No Abatement shall be authorized if it is determined that:

- (1) There would be substantial adverse effect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity, which reasonably could be expected to jeopardize the success of the undertaking.
- (3) Planned or potential use of the property would constitute a hazard to public safety, health, or morals;
- (4) Granting an Abatement might lead to violation of other codes or laws;
- (5) Any other reason deemed appropriate by Houston County/City of Crockett.

j. Taxability. From the execution of the Abatement to the end of the Agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section 3(e) shall be fully taxable;
- (2) The base year value of existing eligible property as determined each year shall be fully taxable;

- (3) The additional value of new eligible property shall be fully taxable at the end of the Abatement period.

SECTION 4 - TAX ABATEMENT SCHEDULES

Houston County and the City of Crockett has agreed to abate the increased valuation of property taxes on real property developed, redeveloped, or improved to qualified businesses in the County's/City's Boundary and Jurisdiction. The amount of tax abated on any increment in value added to the ad valorem value of the property will be determined by the following objective criteria.

A. Economic Development Policy

1. Objective Requirements

- a. The business must have a minimum of 5 new full time positions, with full time being defined as at least 1840 hours annually, or
- b. Add at least \$250,000 ad valorem value to the current value of business and fall within one of the following NAICS in section c.
- c. Fall within one of the following series of the North American Industrial Classification Code as determined by the United States Office of Management and Budget:
 - 1) **Manufacturing**
Major Group 31-33 (Food and Kindred Products, Textiles, Furniture and Fixtures, Printing, Chemicals, Petroleum Refining, Leather, Stone Products, Fabricated Metals, Industrial Machinery, Electronic Equipment, Transportation Equipment, and Miscellaneous Manufacturing).
 - 2) **Transportation**
Major Groups 48-49 (Railroad Transportation, Warehousing, Communications, Electric and Gas Services). **Sector 22 (Utilities)**
 - 3) **Services**
Major Groups Professional, Scientific, and Technical Services, Health Care Services). **Sector 11 (Agriculture, forestry, fishing and hunting) Sector 21 (Mining) (Wholesale trade) Sector 44-45 (Retail trade) Sector 51 (Information) Sector 52 (Finance and insurance) Sector**

53 (Real estate and rental and leasing) Sector 55 (Management of companies and enterprises) Sector 56 (Administrative and support and waste management and remediation services) Sector 61 (Education services) Sector 71 (Arts, entertainment, and recreation) Sector 72 (Accommodation and food services) Sector 81 (Other services, except public administration) Sector 92 (Public administration) Sector 99 (Unclassified)

- d. Points are awarded in the following manner.
1. For each newly created full-time position -1 point.
 2. For each \$100,000 in capital investment generated -1 point.
 3. For each \$25,000 in annual payroll new or retained -1 point.
 4. The Service Sector, For each newly created part time position - .5 (½) points. A part time position is defined as at least 1,040 hours annually, a minimum wage + \$1.00 in the retail service sector, and \$12.00 an hour in the industrial sector.
 5. 50 points if the business is in the Manufacturer group as listed above.
 6. 30 points if the business is in the Transportation group as listed above.
 7. 20 points if the business is in the Service group as listed as above.
 8. 5 points for each full time position retained @ \$25,000 annual payroll.

B. Abatement Eligibility

Abatement percentages will be awarded depending upon points collected in the following categories for new and expanding-industries:

YEAR	35 - 74	75 - 200	201 +
1	100%	100%	100%
2	80%	100%	100%
3	60%	100%	100%
4	40%	100%	100%
5	20%	100%	100%
6	0%	100%	100%
7	0%	80%	100%
8	0%	60%	100%
9	0%	40%	100%
10	0%	20%	100%

*The County and/or City retain the right to deviate from this schedule, and deviations will be considered on a case-by-case basis.

SECTION 5 - APPLICATION

1. **“Submission”** Any present or potential owner of taxable property in the County or City may request a Tax Abatement by filing a written request with Houston County or the City of Crockett. An application must be filed with each entity.
2. **“Review”** All abatement application(s) will be individually reviewed by the Commissioners Court/City Council of Crockett and approved or disapproved based on the merits of the application and the guidelines and criteria set forth herein. In addition, in its discretion, the County/City may appoint a Tax Abatement Review Board to review and make suggested recommendations to the Commissioners Court/City Council regarding each application. If appointed it shall have no less than three or five members.
3. **“Included Items”** The application shall consist of a completed application form which shall provide detailed information on the items marked in Section 3 hereof; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the

assessed value of the facility, separately stated for real and personal property, shall be given for the next tax year immediately preceding the application. The application form may require financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

4. **“Notice to be Given”** Prior to the adoption of an order designating a reinvestment zone or enterprise zone, the County/City shall give notice as provided by the Tax Code, i.e., (a) written notice to the presiding officer of the governing body of each taxing unit in which the property subject to the agreement is located not later than the seventh day before the public hearing and (b) publication of a newspaper of general circulation within such taxing jurisdiction not later than the seventh day before the public hearing. Before acting upon the application, the County/City shall through public hearing afford the applicant, citizen of Houston County/City of Crockett, and the designated representative of any governing body referenced herein above opportunity to show cause why the Abatement should or should not be granted.
5. **“60-Day Time Period”** Not more than 60 days after receipt of the completed application, except in unusual circumstances, the County/City shall by resolution either approve or disapprove the application for Tax Abatement. The County/City shall notify the applicant of approval or disapproval. Failure to act by resolution within 60 days shall not be construed as approval of abatement, either expressed or implied.
6. **“Timeliness of Actions”** The County/City shall not enter into an agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility. Property eligible for abatement includes only the new improvements that occur after the completion of an abatement agreement with the County/City.
7. **“Confidentiality Required”** Information that is provided to the County/City in connection with an application or request for Tax Abatement and that describes the specific processes or business activities to be conducted or the equipment or other property for which Tax Abatement is sought, is **confidential and not subject to public disclosure until the Tax Abatement agreement is executed**. That information in the custody of a taxing unit after the agreement is executed is not confidential.

SECTION 6 - AGREEMENT

- (a) **“Notice to Jurisdictions”** Not later than the seventh day before the date on which the County/City enters into the Abatement Agreement, the County/City shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County/City intends to enter into the agreement. The notice shall include a copy of the prepared agreement.
- (b) **“Agreement Contents”** After approval, the Commissioners Court of Houston County/Crockett City Council shall formally pass an order and execute an Agreement with the owner of the Facility and lessee as required which shall include:
- (1) Estimated value to be abated and the base year value.
 - (2) Percent of value to be abated each year as provided in Section 4B.
 - (3) The commencement date and the termination date of abatement;
 - (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in the application for Tax Abatement.
 - (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 3,7,8.
 - (6) Size of investment and average number of jobs involved.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the Commissioners Court/City Council.

SECTION 7 - RECAPTURE

- a. **“Termination”** In the event that the company or individual (1) allows its ad valorem taxes owed Houston County/City of Crockett to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the agreement then may be

terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

- b. **“Cure Notification”** Should Houston County/City of Crockett determine that the company or individual is in default according to the terms and conditions of its agreement, Houston County/City of Crockett shall notify the company or individual in writing at the address stated in the Agreement, and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated.
- c. **“Clawback Clause”** Is to be included in each contract as a way to recoup any abated property tax if the company leaves before completing the property tax abatement contract.

SECTION 8 - ADMINISTRATION

- a. **“Assessment Determination”** The Chief Appraiser of the Houston County Appraisal District will annually determine an assessment of the real and personal property covered under the abatement. Each year, the company or individual receiving abatement shall furnish the Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser will notify Houston County Commissioners Court/Crockett City Council of the amount of the assessment.
- b. **“Access Guaranteed”** The abatement agreement shall stipulate that employees and/or designated representatives of Houston County/City of Crockett will have access to the abated property during the term of the abatement to inspect the facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- c. **“Annual Assessment Reports”** Upon completion of construction, the designated representative of Houston County or the City of Crockett, which ever entity takes lead on the abatement, shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the Commissioners Court/City Council of Crockett.

- d. **“Timely Filing”** The County or City, which ever entity takes lead on the abatement, shall ensure timely filing with the Texas Department of Economic Development and The State Comptroller’s Office all information required by the Tax Code.

SECTION 9 - ASSIGNMENT

An abatement agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Houston County Commissioners Court/City Council of Crockett subject to the financial capacity of the assignee. Any assignment shall provide that all conditions, terms, and obligations in the original abatement agreement are guaranteed by the execution of an additional contractual agreement with Houston County/City of Crockett as an addendum to the abatement agreement. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably delayed or withheld.

SECTION 10 - SUNSET PROVISION

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters vote of the Houston County Commissioners Court/City Council of Crockett, at which time all reinvestment zones and Tax Abatement Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed, or eliminated.

SECTION 11 - DISCRETION OF THE COUNTY/CITY

The adoption of these guidelines and criteria by the County/City does not:

- (1) Limit the discretion of the Commissioners Court/City Council to decide whether to enter into a specific Tax Abatement agreement.
- (2) Limit the discretion of the Commissioners Court/City Council to delegate to its employees the authority to determine whether or not the Commissioners Court/City Council should consider a particular application or request for Tax Abatement.

- (3) Create any property, contract, or other legal right in any person, partnership, corporation or other entity to have the Commissioners Court/City Council consider or grant a specific application or request for Tax Abatement.

Approved this _____ day of _____, 2025

APPROVED:

ATTEST:

Ianthia Fisher
Mayor

Mitzi Stefka
City Secretary

Jim Lovell
County Judge

Terri Meadows
County Clerk

Gary Lovell
Commissioner Pct. #1

Willie Kitchen
Commissioner Pct. #2

Gene Stokes
Commissioner Pct #3

Jimmy Henderson
Commissioner Pct. #4

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."

WITNESSETH

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 World Championship Fiddlers' Festival in Crockett (October 25, 2025), from 7:00 AM to 7:00 PM as described in the attached "Exhibit A," hereinafter identified as the "Event," and

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

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

WHEREAS, on the 4th day of August, 2025, the Crockett City Council passed Resolution / Ordinance No. R-08-25, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

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

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

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

that the local government and/or its contractors are encroaching upon the State right of way.

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

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

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF CROCKETT

Executed on behalf of the local government by:

By _____ Date August 4, 2025
City Official

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

This is the World Championship Fiddlers' Festival in Crockett.

Exhibit B

SEE ATTACHED RESOLUTION NO. R-08-25

CITY OF CROCKETT
RESOLUTION NO. R-08-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, authorizing the City to enter into an agreement with the State for temporary closure of State Highways for the World Championship Fiddlers' Festival 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 World Championship Fiddlers' Festival 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 World Championship Fiddlers' Festival in Crockett.

PASSED AND APPROVED, this 4th day of August 2025.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

Exhibit C

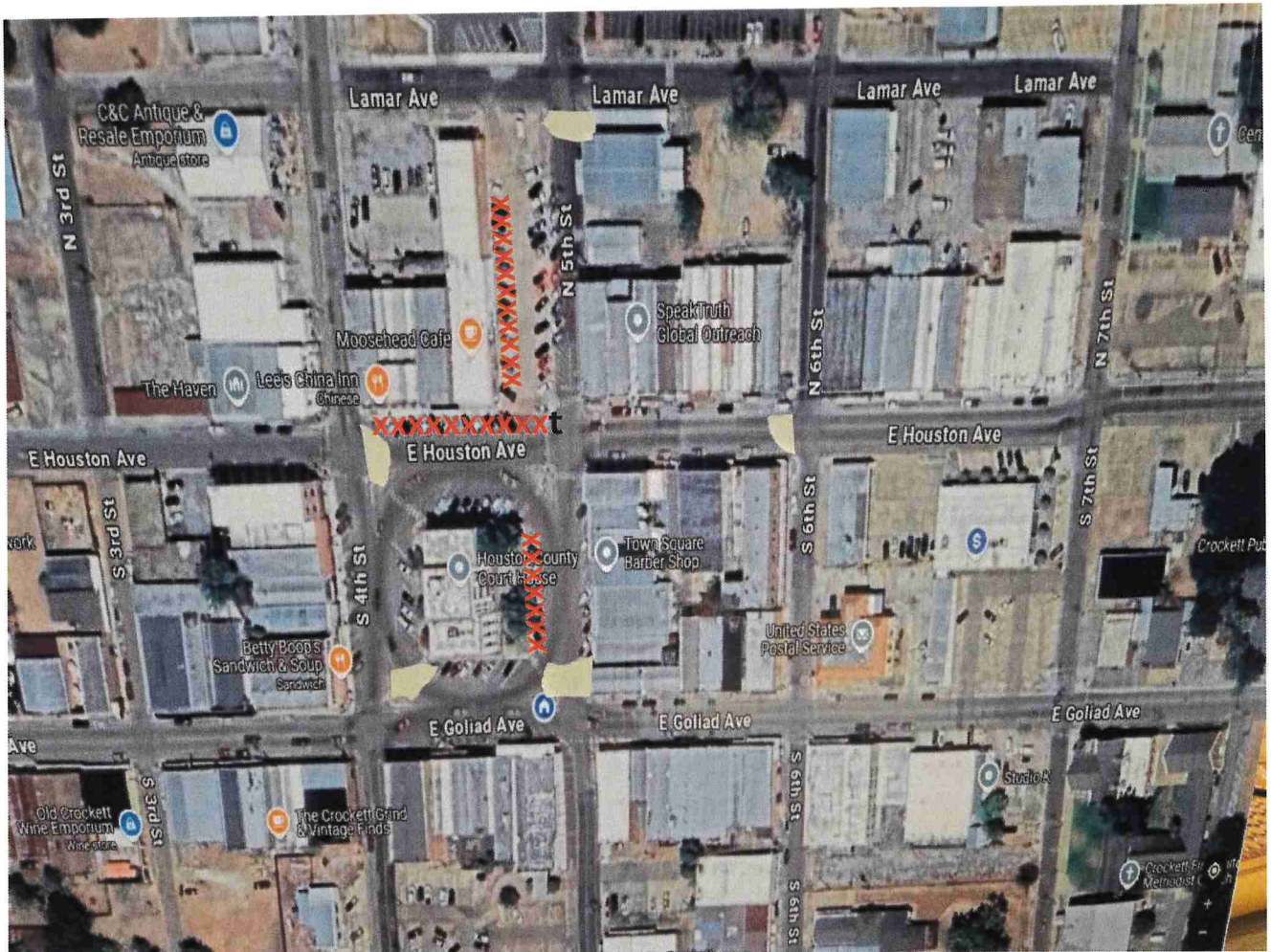
SEE ATTACHED MAP

DCA CITY OF CROCKETT STREET ASSISTANCE REQUEST

FRIDAY, OCTOBER 24, 2025

1. **7am:** Block Parking Spaces closet to Moosehead Building in the CITY LOT. These are to be used until midnight.
2. **1pm:** North Side of Houston Ave from 4th Street to 5th Street (From Lee's China Inn to Moosehead) Place CONES as spaces become vacant. These spaces are to remain blocked and used by event until midnight.
3. **7am:** Block Parking Spaces on the East Side of the Courthouse (5th Street). Stage will be moved into position at some point on Friday. Area to remain in use thru 7pm Saturday.

Each Request shown as xxxxxxxx



DCA Street Closure Request for October 25, 2025

1. 7am - 7pm: Close Houston Ave - State Hiway 21 - from 4th Street to 6th Street
2. 7am - 7pm: Close 5th Street from Goliad -State Hiway 7 - to Lamar Avenue
3. 7am -7pm: Close 4th Street - Hiway 19 - from Houston Ave - Hiway 21 - to Goliad - Hiway 7
4. 7am -7pm: Close Goliad - Hiway 7 from Hiway 19 to 5th Street - Hiway 287

This results in a full closure of “The Square”. All requests are shown below by **XXXXXXXXXX**





23 July 2025

TO: John Angerstein, CPM City Administrator – Crockett TX

Mr. Angerstein,

The Downtown Crockett Association is the parent organization for the World Championship Fiddlers' Festival scheduled for October 24-25, 2025. We appreciate the help from the City of Crockett as we bring this event back to downtown where it began in 1937.

The attached maps detail our request for city assistance and state highway closings:

FRIDAY, 10.24.25: City Assistance only – no street closure.

SATURDAY, 10.25.25: Street Closures:

1. 7a-7p: FULL SQUARE CLOSURE

Please also see the attached Event Insurance information for the festival.

Wade Thomas and the WCFF Committee are working to make this a safe and inviting event while keeping traffic interruptions to a minimum. Should you have any questions, please contact Wade.

Best Regards,

Suzan C. Knox – Secretary DCA