



# CITY COUNCIL AGENDA

Tuesday, April 25, 2023 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 **TUESDAY, APRIL 25, 2023 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

## OPEN MEETING WITH INVOCATION AND PLEDGE

## RECOGNITION OF VISITORS

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

## APPROVAL OF MINUTES

1. APPROVAL OF MINUTES: SPECIAL SESSION - MARCH 27, 2023 AND REGULAR SESSION - APRIL 3, 2023

## BUSINESS

2. CONSIDER AND APPROVE RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND AND THE DOWNTOWN REVITALIZATION FUND
3. CONSIDER AND APPROVE THE ASSIGNMENT OF THE FOLLOWING AGREEMENTS AND LEASE WITH PINEY WOODS SANITATION, INC. TO LIVE OAK ENVIRONMENTAL, LLC.:
  1. FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, AND DISPOSAL OF SOLID WASTE AND CONSTRUCTION AND CONSTRUCTION AND DEMOLITION WASTE, DATED JUNE 15, 2020; AND
  2. TRANSFER STATION OPERATING AGREEMENT, DATED JULY 6, 2020; AND
  3. MAINTENANCE SHOP LEASE DATED APRIL 1, 2022
4. CONSIDER AND APPROVE PAYMENT OF INVOICES FROM CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

## ADJOURNMENT

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

## CERTIFICATION



I certify that a copy of the April 25, 2023 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on April 22, 2023 at 6:00 PM.

\_\_\_\_\_  
John Angerstein, City Administrator

I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the \_\_\_\_ day of \_\_\_\_\_, 2023. \_\_\_\_\_ Title \_\_\_\_\_

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 27<sup>th</sup> DAY OF MARCH 2023 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN SPECIAL SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, GENE CALDWELL, DARRELL JONES, ERNEST JACKSON & MIKE MARSH. CITY OFFICIALS PRESENT: CITY SECRETARY MITZI STEFKA AND CITY ADMINISTRATOR JOHN ANGERSTEIN. MARQUITA BEASLEY 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.)*

- Natrina Hicks – Concerns about suspension of CEIDC
- Darrell Jones – Inquiry about status of CEIDC investigation

#### 1. APPROVAL OF MINUTES: REGULAR SESSION - MARCH 6, 2023

Mayor Pro Tem Marsh made a motion to approve the minutes of the March 6, 2023 Regular Session. Council member Jackson seconded the motion. Motion passes 4-0.

#### 2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR FEBRUARY 2023

Chief Smith was unable to attend and provided a written report for the council. February 2023: 15 total manpower, 2,334 total manpower hours, 346 total calls and 6 total accidents. Mayor Pro Tem Marsh made a motion to accept the report. Council member Jackson seconded the motion. Motion passes 4-0.

#### 3. PRESENTATION / DISCUSSION / ACCEPTANCE OF FISCAL YEAR 2022 FINANCIAL AUDIT

Molly Abele from the accounting firm of Axley & Rode presented the preliminary audit report. The audit received a qualified opinion due to the inability of the firm to inspect CEIDC financials during the ongoing investigation. Council member Jackson made a motion to accept the audit. Council member Caldwell seconded the motion. Motion passes 4-0.

4. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS APPOINTING THE ELECTION OFFICIALS FOR THE MAY 6, 2023 GENERAL ELECTION, SETTING THE RATE OF PAY FOR THE ELECTION OFFICIALS, THE MAXIMUM NUMBER OF ELECTION CLERKS FOR THE POLLING PLACE AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD

Mayor Pro Tem Marsh made a motion to approve the Resolution appointing the election officials for the May 6, 2023 general election, setting the rate of pay for the election officials, the maximum number of election clerks for the polling place and the designation of the early voting ballot board. Council member Caldwell seconded the motion. Motion passes 4-0.

5. CONSIDER AND APPROVE DESIGNATION OF DEPUTY EARLY VOTING CLERKS

Council member Caldwell made a motion to approve the designation of Selena Eleby and John Angerstein as Deputy Early Voting Clerks. Mayor Pro Tem Marsh seconded the motion. Motion fails 3-2 with Mayor Fisher casting the deciding vote. Council members Jones and Jackson opposed the motion. Council member Jones made a motion to approve the designation with the exclusion of John Angerstein. Council member Jackson seconded the motion. Motion passes 3-1. Council member Caldwell opposed the motion.

6. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, SELECTING A GRANT WRITER / ADMINISTRATOR TO ASSIST THE CITY WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING AND ADMINISTRATION OF A CONTRACT, IF AWARDED, FROM THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) FOR THE TEXAS COMMUNITY BLOCK GRANT PROGRAM – DOWNTOWN REVITALIZATION PROGRAM FUND (CDBG-DRP)

Mayor Pro Tem Marsh made a motion to approve the resolution selecting the firm of Traylor & Associates to assist the city with the submittal of an application for funding and administration of a contract, if awarded, from the Texas Department of Agriculture (TDA) for the Texas Community Block Grant Program – Downtown Revitalization Program Fund (CDBG-DRP). Council member Jackson seconded the motion. Motion passes 4-0

7. DISCUSSION REGARDING OUTSOURCING BUILDING PLAN REVIEWS, PERMITS AND INSPECTIONS

Mr. Angerstein explained the increased permitting and inspection workload due to economic growth in the city. Councilman Jackson made a motion to instruct the City Administrator to request information/proposals from third parties. Council member Jones seconded the motion. Motion passes 3-1. Council member Caldwell opposed the motion.

8. PRESENTATION OF KEEP TEXAS BEAUTIFUL PROGRAM AND CONSIDER AND APPROVE A "KEEP CROCKETT BEAUTIFUL" APPLICATION

Mr. Angerstein explained Crockett had membership in the Keep Texas Beautiful Program 10 years ago, but it had lapsed due to difficulty in keeping up with the program requirements. He introduced Scott Sheley to present information about the application process and program expectations. Council member Jones made a motion to move forward with the application process. Council member Jackson seconded the motion. Motion passes 4-0.

9. CONSIDER AND APPROVE AGREEMENT WITH RETAIL STRATEGIES, LLC FOR DOWNTOWN STRATEGIES WORKSHOP, MARKET ANALYSIS, AND DOWNTOWN STRATEGIC PLAN

Mayor Pro Tem Marsh made a motion to approve an agreement with Retail Strategies, LLC for downtown strategies workshop, market analysis and downtown strategic plan. Council member Caldwell seconded the motion. Motion passes 4-0.

10. EXECUTIVE SESSION - GOV. CODE 551.074 – PERSONNEL MATTERS. CONSIDER ANNUAL PERFORMANCE EVALUATION OF CITY ADMINISTRATOR

Mayor Fisher stated council would convene into Executive Session per: Gov. Code Section 551.074 – Personnel Matters. Consider Annual Performance Evaluation of City Administrator. Time was 7:12 P.M. Council member Jackson excused himself from the meeting before the executive session convened.

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

Mayor Fisher reconvened the meeting into open session. Time was 7:49 P.M.

Mayor Pro Tem Marsh made a motion to accept the performance evaluation as favorable and renew the City Administrator's employment contract for five (5) years. Council member Caldwell seconded the motion. Motion passes 2-1. Council member Jones opposed the motion.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:51 P.M.

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

ATTEST:

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

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 3rd DAY OF APRIL 2023 AT I.T. WILLIAMS PARK LOCATED AT 1100 MARTIN LUTHER KING BOULEVARD 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. DARRELL JONES NOT PRESENT.

CITY OFFICIALS PRESENT: CITY SECRETARY MITZI STEFKA, CITY ADMINISTRATOR JOHN ANGERSTEIN, POLICE CHIEF CLAYTON SMITH, FIRE CHIEF JASON FRIZZELL, FIRE MARSHAL LEE STANDLEY AND OPERATIONS SUPERINTENDENT LARRY PIERCE.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the formal session open and gave the invocation. All joined in the pledge.

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present.

BUSINESS

- 1. NEW PAVILION OPEN HOUSE – REMARKS FROM MAYOR AND COUNCIL – REFRESHMENTS SERVED AFTER

Mayor Fisher, council members and city employees expressed their appreciation for the project. Mayor Fisher gave a brief speech about I.T Williams and his legacy.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 6:25 P.M. Refreshments were served after.

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

ATTEST:

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

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CROCKETT, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.**

WHEREAS, the City Council of the City of Crockett desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Crockett to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, the City of Crockett, in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;
- in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;
- in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;
- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;
- in accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

WHEREAS, the City of Crockett, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$500,000.00 of grant funds to provide approximately 730 l.f. of 24" main sewer interceptor replacement in the northwestern area of the city, administration and engineering.
4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
5. That it further be stated that the City of Crockett is committing \$50,000.00 from its General Fund as a cash contribution toward the administration and engineering activities of this main sewer line replacement project.
6. The City of Crockett ADOPTS/REAFFIRMS the following policies:
  - a. Citizen Participation Plan and Grievance Procedures (Form A1013);
  - b. Excessive Force Policy (Form A1003);
  - c. Fair Housing Policy (Form A1015).
  - d. Section 504 Policy and Grievance Procedures (Form A1004); and
  - e. Code of Conduct Policy (Form A1002).
7. The City of Crockett affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:
  - a. Section 3 economic opportunity;
  - b. Limited English Proficiency; and
  - c. Activity to affirmatively Further Fair Housing choice.

Passed and approved this 25th day of April, 2023.

---

Ianthia Fisher, Mayor

Attested by:

---

Mitzi Stefka, City Secretary



**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CROCKETT, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM FUND.**

WHEREAS, the City Council of the City of Crockett desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Crockett to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, the City of Crockett, in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;
- in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;
- in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;
- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;
- in accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

WHEREAS, the City of Crockett, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Downtown Revitalization Program Fund.
3. That the application be for \$500,000 of grant funds to provide sidewalk replacement on Goliad Street in the Downtown Area of the City, engineering, and administration.
4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
5. That it further be stated that the City of Crockett is committing \$75,000.00 from its General Fund as a cash contribution toward the engineering and administration activities of this sidewalk replacement project.
6. The City of Crockett ADOPTS/REAFFIRMS the following policies:
  - a. Citizen Participation Plan and Grievance Procedures (Form A1013);
  - b. Excessive Force Policy (Form A1003);
  - c. Fair Housing Policy (Form A1015).
  - d. Section 504 Policy and Grievance Procedures (Form A1004); and
  - e. Code of Conduct Policy (Form A1002).
7. The City of Crockett affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:
  - a. Section 3 economic opportunity;
  - b. Limited English Proficiency; and
  - c. Activity to affirmatively Further Fair Housing choice.

Passed and approved this 25th day of April, 2023.

---

Ianthia Fisher, Mayor

Attested by:

---

Mitzi Stefka, City Secretary

March \_\_\_, 2023

City of Crockett  
200 North 5th Street  
Crockett, TX 75835  
Attn: City Manager

**Re: Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Solid Waste and Construction and Demolition Waste, by and between City of Crockett, Texas (the "City") and Piney Woods Sanitation, Inc. ("PWS"), dated June 15, 2020 (the "Contract")**

We are pleased to advise that PWS recently agreed to sell certain of its assets (the "*Sale*") to Live Oak Environmental, LLC (d/b/a Live Oak Waste, LLC) ("*Buyer*"). The Contract identified above is among the assets proposed to be assigned to Buyer as part of the Sale (the "*Assignment*").

The City's consent to the Assignment may be required under the terms of the Contract. Accordingly, we kindly request that the City consents to the Assignment. Specifically, by signing this letter, the City: (i) consents to the Assignment; (ii) confirms that PWS is not in breach of the Contract; (iii) acknowledges that the Contract will continue in full force and effect following the Assignment; (iv) confirms that there is no outstanding claim by or in favor of the City against PWS under the Contract or against the obligations of PWS under the Contract; (v) waives any right to terminate the Contract as a result of the Assignment; and (vi) releases PWS from any obligation under the Contract arising after the closing date of the Sale. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between PWS and the City in accordance with its terms.

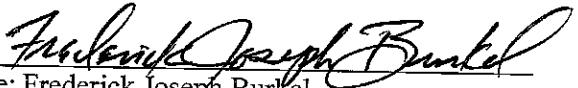
After the Sale, the City can expect the same quality of service from Buyer that it has come to expect from PWS, with continuity of service and business operations.

Please note that we plan to complete the transaction on or around May 1, 2023. Accordingly, we would appreciate your prompt attention to this matter. The terms of this Sale are confidential, and we request that, to the extent possible, the City keep the proposed sale and the terms of this letter confidential. If you have any questions, please contact me at (251) 277 – 4743 or [joe.burkel@ecosouthservices.net](mailto:joe.burkel@ecosouthservices.net). Otherwise, kindly sign and return this letter to me via email by .pdf at [joe.burkel@ecosouthservices.net](mailto:joe.burkel@ecosouthservices.net).

*[Signature Page Follows]*

Sincerely,

**LIVE OAK ENVIRONMENTAL, LLC**  
**(d/b/a Live Oak Waste, LLC)**

By:   
Name: Frederick Joseph Burkel  
Title: Chief Executive Officer

The undersigned hereby consents and agrees to the Assignment in the manner described above; provided, that, in the event the Sale and the Assignment do not occur, this consent shall be of no force or effect.

AGREED AND ACKNOWLEDGED:

**CITY OF CROCKETT, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

March \_\_, 2023

City of Crockett  
200 N. 5th Street  
Crockett, TX 75835

**Re: Transfer Station Operating Agreement, by and between City of Crockett, Texas (the “City”) and Piney Woods Sanitation, Inc. (“PWS”), dated July 6, 2020 (the “Contract”)**

We are pleased to advise that PWS recently agreed to sell certain of its assets (the “Sale”) to Live Oak Environmental, LLC (d/b/a Live Oak Waste, LLC) (“Buyer”). The Contract identified above is among the assets proposed to be assigned to Buyer as part of the Sale (the “Assignment”).

The City’s consent to the Assignment may be required under the terms of the Contract. Accordingly, we kindly request that the City consents to the Assignment. Specifically, by signing this letter, the City: (i) consents to the Assignment; (ii) confirms that PWS is not in breach of the Contract; (iii) acknowledges that the Contract will continue in full force and effect following the Assignment; (iv) confirms that there is no outstanding claim by or in favor of the City against PWS under the Contract or against the obligations of PWS under the Contract; (v) waives any right to terminate the Contract as a result of the Assignment; and (vi) releases PWS from any obligation under the Contract arising after the closing date of the Sale. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between PWS and the City in accordance with its terms.

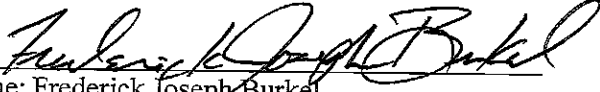
After the Sale, the City can expect the same quality of service from Buyer that it has come to expect from PWS, with continuity of service and business operations.

Please note that we plan to complete the transaction on or around May 1, 2023. Accordingly, we would appreciate your prompt attention to this matter. The terms of this Sale are confidential, and we request that, to the extent possible, the City keep the proposed sale and the terms of this letter confidential. If you have any questions, please contact me at (251) 277 – 4743 or [joe.burkel@ecosouthservices.net](mailto:joe.burkel@ecosouthservices.net). Otherwise, kindly sign and return this letter to me via email by .pdf at [joe.burkel@ecosouthservices.net](mailto:joe.burkel@ecosouthservices.net).

*[Signature Page Follows]*

Sincerely,

LIVE OAK ENVIRONMENTAL, LLC  
(d/b/a Live Oak Waste, LLC)

By:   
Name: Frederick Joseph Burkel  
Title: Chief Executive Officer

The undersigned hereby consents and agrees to the Assignment in the manner described above; provided, that, in the event the Sale and the Assignment do not occur, this consent shall be of no force or effect.

AGREED AND ACKNOWLEDGED:

**CITY OF CROCKETT, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**PINEY WOODS SANITATION, INC.**

\_\_\_\_\_, 2023

City of Crockett, Texas  
200 North Fifth Street  
Crockett, Texas 75835  
Attention: Mayor

Re: Lease, dated February \_\_\_, 2022, by and between City of Crockett, Texas and Piney Woods Sanitation, Inc.

Dear Mayor of Crockett, Texas:

Reference is hereby made to that certain Lease, by and between City of Crockett, Texas (“*you*”) and Piney Woods Sanitation, Inc. (the “*Tenant*”), dated February \_\_\_, 2022 (the “*Lease*”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease.

The Tenant recently agreed to sell all or substantially all of its assets (such sale, the “*Transaction*”) to Live Oak Environmental, LLC (“*Live Oak*”). The Lease is among the assets proposed to be assigned to Live Oak as part of the Transaction.

In furtherance of the foregoing, simultaneously with the consummation of the Transaction, the Tenant desires to fully assign and transfer the Lease to Live Oak with Live Oak obtaining and assuming all the rights and obligations of the Tenant under the Lease as if Live Oak was the original party to the Lease instead of the Tenant (the “*Assignment*”) such that Live Oak can continue to conduct the Tenant’s business in the premises that are the subject of the Lease (including, for the avoidance of doubt, any rights that are provided in the Lease as applicable to the Tenant but not to any assignee of the Tenant).

We request that you sign this letter to confirm that you hereby grant your consent to the Assignment and the Transaction to the extent required under the Lease and acknowledge and agree that: (i) the Assignment and consummation of the Transaction will not constitute a default under or breach of the terms of the Lease; (ii) the Lease will continue in full force and effect following Assignment and the consummation of the Transaction with Live Oak obtaining and assuming all the rights and obligations of the Tenant pursuant to the Lease (including, for the avoidance of doubt, any rights that are provided in the Lease as applicable to the Tenant but not to any assignee of the Tenant), (iii) all notice and consent requirements pursuant to the terms of the Lease related to the subject matter hereof (whether with regard to the form of delivery and notice, any time requirements, or otherwise) have been complied with or are hereby waived; and (iv) neither the Assignment nor the Transaction shall provide you with the right to accelerate, amend or terminate the Lease or the terms thereof or to seek damages or any other remedies (or, if it shall, such right is hereby waived).

Further, by signing this letter you agree that (i) Lease is in full force and effect, represents the entire agreement between you and Tenant with respect to the leasing and occupancy of the

premises, and there are no other written agreements or representations of any kind between you and Tenant with respect thereto; (ii) all obligations of you or Tenant under the Lease to be performed or complied with by you or Tenant, respectively, through the date hereof have been fully performed and complied with including, without limitation, any financial and/or maintenance obligations; (iii) there exists no default, condition, state of facts or event that, with (or without) the passing of time or the giving of notice, or both, would constitute a default by you or Tenant in the performance of its respective obligations under the Lease; and (iv) you have not received any written notice from any governmental authority (or to the your knowledge, any oral notice) with respect to (a) a condemnation or threat of condemnation of all or any portion of the Premises (or the property and/or the building within which the Premises is located) or other governmental actions or any judicial actions of any kind against the Premises (or the property and/or the building within which the Premises is located), (b) a violation or pending violation by you or the Premises of any governmental law or regulation, including, without limitation, any environmental laws or the Americans with Disabilities Act.


If you are in agreement with the foregoing, please sign a copy of this letter where indicated below and return it to us at your earliest convenience via email to [joe.burkel@ecosouthservices.net](mailto:joe.burkel@ecosouthservices.net).

The Transaction is highly confidential, and I request that you and your representatives treat this letter and the information contained herein as confidential and not disclose this letter or the information contained herein to any other person except your representatives who need to know or be informed of such information. If for any reason the Transaction is not consummated, this letter will be of no force or effect.

*[Signature Page Follows]*

Sincerely,

**LIVE OAK ENVIRONMENTAL, LLC (d/b/a  
Live Oak Waste, LLC)**

By:   
Name: Frederick Joseph Barkel  
Title: Chief Executive Officer

Acknowledged and agreed this \_\_\_\_ day of \_\_\_\_\_ 2023 by:

**CITY OF CROCKETT, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_