



# CITY COUNCIL AGENDA

Monday, August 18, 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

Lee Standley, 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 18, 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: AUGUST 4, 2025

## BUSINESS

2. CONSIDER AND APPROVE SOLID WASTE FRANCHISE AGREEMENT BEGINNING NOVEMBER 1, 2025, THROUGH OCTOBER 31, 2030, WITH LIVE OAK ENVIRONMENTAL, LLC (PINEWOODS SANITATION)
3. PUBLIC HEARING ON PROPOSED BUDGET OF THE CITY OF CROCKETT FOR THE 2025-2026 FISCAL YEAR
4. CONSIDER AND APPROVE AN ORDINANCE MAKING APPROPRIATION FOR THE SUPPORT OF THE CITY OF CROCKETT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; APPROPRIATING MONEY TO SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF CROCKETT FOR FISCAL YEAR 2026
5. PUBLIC HEARING ON 2025 TAX RATE
6. CONSIDER AND APPROVE AN ORDINANCE LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF CROCKETT FOR FISCAL YEAR 2026; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME BECOME DELINQUENT IF NOT PAID
7. CONSIDER AND APPROVE 2025 TAX ROLL
8. CONSIDER AND APPROVE FACILITY USE AGREEMENT BETWEEN THE CITY OF CROCKETT AND THE CROCKETT AREA CHAMBER OF COMMERCE

## 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 18, 2025 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on August 13, 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 4<sup>th</sup> DAY OF AUGUST 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, AND POLICE CHIEF CLAYTON SMITH

#### 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.)*

#### APPROVAL OF MINUTES

##### 1. REGULAR SESSION: JULY 21, 2025

Mayor Pro Tem Marsh made a motion to approve the minutes of the July 21, 2025 Regular session. Council member Ivey seconded the motion. Motion passes 5-0.

Mayor Fisher then moved to Item #8 and 9 on the agenda and stated Council would convene into Executive Session per Gov. Code Sec. 551.071. Consultation with Attorney Regarding Lincoln Lumber Recapture of Incentives and Tax Abatements and Gov. Code 551.074: Personnel Matters. Consider Matters Related to City Administrator and Assistant City Administrator and Plan of Succession. Time was 6:05 P.M.

Mayor Fisher reconvened the meeting into open session. Time was 7:23 P.M.

#### BUSINESS

##### 2. FISCAL YEAR 2026 BUDGET UPDATE

Mr. Angerstein presented council with a draft budget. This budget does not include any capital requests due to lack of available funds. He suggested that those requests be addressed at a later date with remaining ARPA funds or issuance of debt if council decides those requests are necessary. Mr. Angerstein then explained the differences in expected revenue from the No New Revenue rate and the Voter Approval Rate. He noted that the No New Revenue rate would require us to scale back our street improvements

due to inflation as the cost of materials has increased. We have the manpower and equipment to do the work, but we will need more funds to keep up with needed street improvements and repairs. Mr. Angerstein and Chief Smith also discussed staffing options as employees at City Hall and the Police Department are scheduled to retire during the upcoming fiscal year. Fire Chief Frizzell will meet with the Emergency Services District (ESD) to request funding assistance for an additional firefighter.

In accordance with council’s request at the last meeting, Mr. Angerstein explained that this budget shows the 01 fund (tax revenue) and 02 fund (utility revenue) would split the costs of paying for the bonds on street/vehicle projects and water well/wastewater plant projects, respectively.

Mr. Angerstein noted that he had removed line items for the repair/painting of city hall offices and new equipment for the Parks Department. Additionally, funds from the utility fund would be used to purchase a used car to replace the Fire Marshall truck when it was reassigned to the Fire Department.

He then explained that the next step in the process was to hold a public hearing on the draft budget at the next scheduled meeting. This hearing would be advertised on the city website and in the newspaper to meet state requirements.

3. CONSIDER AND APPROVE PROPOSED TAX RATE

Council member Johnson made a motion to approve the Voter Approval Rate of \$0.6808 per \$100. Council member Price seconded the motion. Motion passes 4-1. Council member Hicks voted against the motion.

	2024	2025	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.6362	\$0.6808	Increase of \$0.0446 per \$100, or 7%
<b>Average homestead taxable value</b>	\$91,353	\$99,449	Increase of 8.86%
<b>Tax on average homestead</b>	\$581.19	\$677.05	Increase of \$95.86 or 16.49%
<b>Total tax levy on all properties</b>	\$2,576,887	\$2,872,787	\$295,900

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

Mr. Angerstein explained that the tax abatement agreement between the city and the county must be approved every two years, and a public hearing is required prior to the adoption of the agreement. He stated that the only update to the agreement was related to quarterly and annual reports from companies that receive abatements to verify that they are abiding by the stipulations in their respective performance agreements. Mayor Fisher opened the public hearing and invited citizens to comment on the tax abatement agreement. There were no public comments. Mayor Fisher closed the public hearing.

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

Mayor Pro Tem Marsh made a motion to approve the adoption of the 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. Council member Price seconded the motion. Motion passes 5-0.

6. CONSIDER AND APPROVE A RESOLUTION AND AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR THE WORLD CHAMPIONSHIP FIDDLERS' FESTIVAL IN CROCKETT

Council member Price made a motion to approve a resolution and agreement with the Texas Department of Transportation for the temporary closure of state right of way for the World Championship Fiddlers' Festival in Crockett. Mayor Pro Tem Marsh seconded the motion. Motion passes 5-0.

7. CONSIDER AND APPROVE GATEWAY SIGN LOCATIONS

Council member Ivey made a motion to approve the proposed gateway sign locations. Mayor Pro Tem Marsh seconded the motion. Motion passes 5-0.

#### EXECUTIVE SESSION

8. GOV. CODE SEC. 551.071. CONSULTATION WITH ATTORNEY REGARDING LINCOLN LUMBER RECAPTURE OF INCENTIVES AND TAX ABATEMENTS

Council member Price made a motion to extend the cure period for the recapture of incentives and tax abatements for Lincoln Lumber to allow for legal research. Mayor Pro Tem Marsh seconded the motion. Motion passes 5-0

9. GOV. CODE 551.074 – PERSONNEL MATTERS - CONSIDER MATTERS RELATED TO CITY ADMINISTRATOR AND ASSISTANT CITY ADMINISTRATOR AND PLAN OF SUCCESSION

Council member Ivey made a motion to approve the Plan of Succession as presented, which includes the promotion of Assistant City Administrator, Lee Standley, to the position of City Administrator; the reassignment of City Administrator, John Angerstein, to the role of Deputy City Administrator to provide transitional support and oversight of ongoing projects; and the transfer of Fire Marshal duties from the Assistant City Administrator to the Fire Chief, with fire investigation and inspection responsibilities delegated to designated Fire Department officers, effective October 1, 2025; and approve the presented Employment Agreements of the City Administrator and Deputy City Administrator. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-1. Council member Hicks voted against the motion.

Mr. Angerstein read a statement expressing his gratitude to the city and appreciation of his service as City Administrator.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 8:48 P.M.

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Dr. Ianthia Fisher, Mayor

ATTEST:

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

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF SOLID WASTE AND  
CONSTRUCTION AND DEMOLITION WASTE  
IN THE CITY OF CROCKETT, TEXAS**

**NOVEMBER 1, 2025**

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF SOLID WASTE AND  
CONSTRUCTION AND DEMOLITION WASTE  
IN THE CITY OF CROCKETT, TEXAS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of November 1, 2025 by and between Live Oak Environmental, LLC (the "Service Provider"). and the City of Crockett, Texas, a municipal corporation of Houston County, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION I. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or fifty pounds in weight, including, but not limited to, stoves, washing machines, water tanks, chairs, couches and other similar household items. Bulky items larger than (48) inches in length or over fifty pounds can be hauled off at a negotiated rate between the Service Provider and the individual customer.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Solid Waste or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (96) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

New Year's Day (January 1st)  
 Thanksgiving Day  
 Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi – Family Residential Units - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Solid Waste and uses commercial dumpsters.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a) (J), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34). Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations, Solid Waste does not include Hazardous Waste.

Permanent Roll off - The collection of Solid Waste from Roll-Offs within the City that are located at the same location for twelve (12) months or more.

Regularly Contained - City will require customers to have enough service so that loose trash and debris does not routinely pile up / overflow outside the Container between services.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit that uses a 95 gallon cart for waste disposal.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit that uses a 96 gallon cart for waste disposal.

Small Commercial Unit - Any Commercial Unit that requires no more than five (5) Roll-Outs for the collection of its Solid Waste to be collected no more than two (2) times per week.

Temporary Roll-Off Services - The collection of Solid Waste from Roll-Offs within the City that are located at the same location for less than twelve (12) months.

White Good - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and

future streets, alleys, bridges and public properties; provided, however, the exclusive franchise grant contained herein shall apply to all Permanent Roll-Off Services and Temporary Roll-Off Services. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

### **SECTION 3. OPERATIONS.**

Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste, the title to all Solid Waste and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

### **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT AND SMALL COMMERCIAL UNIT COLLECTIONS.**

A. Single-Family Residential Units. The Service Provider will collect Solid Waste from Single-Family Residential Units once per week; provided, that (i) such Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day.

B. Small Commercial Units. The Service Provider will collect Solid Waste from Small Commercial Units two (2) times per week; provided, that (i) such Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Small Commercial Unit no later than 5:00 am on the scheduled collection day.

C. Excess or Misplaced Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Solid Waste placed inside the Roll-Outs provided by the Service Provider. Solid Waste in excess of the Roll-Outs' limits or placed outside or adjacent to the Roll-Outs, provider will collect up to two bulky items or 3 - 30 gallon bags as part of the regular service each week. However, such excess or misplaced Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Solid Waste continues, the City shall require the Single-Family Residential or Small Commercial Unit to utilize an additional Roll-Out so that the excess or misplaced Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 8 hereto. In the event that any Commercial Unit requires more than two (2) collections per week of more than five (5) Roll-Outs, such Commercial Unit shall be required to utilize Service Provider's dumpster service in accordance with Section 5.

**SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Solid Waste from Commercial, Industrial and Multi - Family Residential Units as directed by the City's billing department, and compensated, based upon Schedule "A" list of services. The Service Provider shall only be responsible for collecting, hauling and disposing of Solid Waste placed inside the Containers provided for waste collection. Customers must sign up for enough service with the City so that Commercial, Industrial or Multi-Family Units Solid Waste will be Regularly Contained. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

**SECTION 6. BULKY ITEMS AND BUNDLES.**

It is understood and agreed that the service provided under Sections 4 and 5 does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

**SECTION 7. TITLE TO EQUIPMENT**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall always remain the property of the Service Provider.

**SECTION 8. RATES AND FEES.**

Subject to adjustment, as provided in Section 9 hereafter: the rates and fees to be charged and received by the Service Provider are listed on Schedule A. The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and services.

- A. Roll-Off Services. The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider according to rates stated in Schedule A. The Roll-Offs provided pursuant to this Section 8.C. must be located within the City in accordance with City ordinances and policies.
- B. City of Crockett will have access to dump 1,000 cubic yards at the transfer station located within the City of Crockett at no charge. Additional dumping will be charged a rate of \$27.50 per cubic yard.

**SECTION 9. RATE ADJUSTMENT.**

A. CPI-U Adjustment. After the first anniversary date of this Agreement, the Service Provider may petition the City Council, upon giving prior written notice in the month of July to the City, to increase or decrease the rates set forth in Attachment A to be effective the following November 1. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Attached hereto (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The amount of the increase request shall be the lower of 3% or the CPI-U most recently published at BLS.GOV.

B. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

**SECTION 10. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit: provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Service Provider's Roll-Off Services.

**SECTION 11. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on November 1, 2025 and concluding on October 31, 2030. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

**SECTION 12. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City.

**SECTION 13. ENFORCEMENT.**

During the term of this Agreement and any extension thereof; the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the

Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

#### **SECTION 14. PROCESSING BILLING AND FEES.**

A. Monthly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 8. hereto from all Commercial, and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, and Residential Units requiring the collection, hauling and disposal of Solid Waste within the City's corporate limits (the "Monthly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on December 15, 2025. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 14.A. the City shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services. The Service Provider shall be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services it bills under Section 14.D. hereof.

C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial or Residential Unit. The City may direct the Service Provider to suspend Services to any Commercial, Industrial or Residential Unit that is delinquent on its payments and in such case, the City agrees to defend, indemnify and hold harmless the Service Provider from any and all claims, damages, liabilities or causes of action arising out of its suspension of the Services.

D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Residential, Commercial and Industrial Units for services performed with respect to Permanent and Temporary Roll-Off Services.

E. Franchise Fee and Administration Fee. The Service Provider shall pay the City a ten percent (10%) Franchise Fee of gross collections for Roll-Off services in the City Limits (excluding sales taxes, if applicable). The Service Provider shall pay the city twelve percent (12%) Franchise Fee on all residential billing to the City. The Service provider shall pay ten percent (10%) Franchise Fee on all commercial billing to the City. Such payments shall be made monthly, within thirty (30) days of the end of each month. All Franchise fees to be made based upon prices in Section 8.

#### **SECTION 15. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste or Construction and Demolition Waste not caused by the Service Provider's

rendering of the Services, or be required to collect and dispose of any excess Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Solid Waste or Construction and Demolition Waste. Should excess Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Solid Waste or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 8 hereof and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Solid Waste or Construction and Demolition Waste. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky' Items or Bundles out for collection. A penalty may be applied if the Service provider fails to make a collection or show an attempt was made for the collections.

1. Missed collection: \$5 per missed collection in excess of two (2) missed collections at the same address in a calendar month. A missed collection occurs when a customer reports a missed collection, the address was not reported by Service Provider as an unacceptable set-out, and Service Provider cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
2. Missed residential unit block: \$10 per incident for Service Provider failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Service Provider as unacceptable setouts and Service Provider cannot provide data demonstrating collection vehicle traveled on the block during the day of the complaint.
3. Commencement of residential collection prior to 6:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: \$20 per route per occurrence
4. Failure to complete a majority (50%) of the collections on a given day: \$100 each incident
5. Failure to maintain a vehicle in a manner consistent with the Contract: \$50 each incident
6. Failure to clean up spilled Solid waste, resulting from loading and/or transporting within two (2) hours of notification: one twenty-five dollars (\$25.00).
7. Failure to address complaints within one business day: \$10.00 each incident.

B. Notice from a Commercial, Industrial or Residential Unit When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

**SECTION 17. HOURS OF SERVICE.**

For all the Services provided here under the Service Provider's hours of service shall be between 6:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement: provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

**SECTION 18. CUSTOMER SERVICE.**

The City agrees to field all inquiries and complaints from Residential and Commercial Units relating to the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 18, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests and missed collections.

**SECTION 19. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Solid Waste and Construction and Demolition waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 19.

**SECTION 20. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

**SECTION 21. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Commercial General Liability	\$2,000,000 aggregate
Pollution Legal Liability	\$1,000,000 per occurrence
Excess or Umbrella	\$4,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 21 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 21.

**SECTION 22. Performance Bond.**

The Service Provider shall provide a Performance bond with a corporate surety in the amount of \$400,000 upon execution of this contract. The Surety shall be from a surety company duly authorized to do business in the State of Texas with a AAA rating. The Service Provider shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be required for the duration of the contract and any extensions or renewals. The Service Provider shall provide the City with documentation annually in October in the form of a written certification from the surety company that the said Surety Bonds remain in effect through the upcoming year.

**SECTION 23. INDEMNITY.**

The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

**SECTION 24. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 25. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

**SECTION 26. FORCE MAJEURE**

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident., explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 27. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

**SECTION 28. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Crockett  
200 North 5<sup>th</sup> Street  
Crockett, TX 75835  
Attn: City Manager

If to the Service Provider:

Live Oak Environmental, LLC  
P.O. Box 1417  
Huntington, TX 75949  
Attn: District Manager

With a Copy to:

Live Oak Environmental, LLC  
4804 Hazel Jones Road  
Bossier City, LA 71111  
Attn: Legal Department

EXECUTED in multiple copies, each of which shall be deemed to be an original.

**CITY OF CROCKETT, TEXAS**

**LIVE OAK ENVIRONMENTAL, LLC**

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE A**

**SCHEDULE OF CHARGES AND FEES**

**Residential Service**

**Service November 1, 2025 and subsequent contract years through October 31, 2030**

**The following prices are effective November 1, 2025.**

**FAMILY RESIDENTIAL UNITS**

<b>Monthly Roadside Refuse Collection/Transport</b> (Once weekly – 52 collections)	\$ <u>13.41</u> /unit/ month
<b>Monthly Roadside Extra Poly-Cart Collection/Transport</b> (weekly – 52 collections)	\$ <u>6.05</u> / 95 Gal. Cart/ month

**Commercial Service**

**Service November 1, 2025 and subsequent contract years through October 31, 2030**

**The following prices are effective November 1, 2025.**

**COMMERCIAL POLY-CARTS**

<b>Monthly Roadside Refuse Collection/Transport</b> (Twice weekly – 104 collections)	\$ <u>32.61</u> /unit / month
<b>Monthly Roadside Extra Poly-Cart Collection/Transport</b> (Twice weekly – 104 collections)	\$ <u>6.05</u> / 95 Gal. Cart / month

**COMMERCIAL DUMPSTERS**

Fill in blank or provide an attached cost matrix on Commercial Dumpsters					
Bin Size	Frequency Per Week				
Cubic Yard	1	2	3	4	5
2	\$ 75.34	\$ 129.33	\$ 186.68	\$ 242.07	\$ 294.63
4	\$ 137.28	\$ 230.54	\$ 336.24	\$ 440.54	\$ 546.53
6	\$ 183.30	\$ 321.62	\$ 471.18	\$ 654.48	\$ 769.19
8	\$ 230.54	\$ 462.19	\$ 697.23	\$ 927.77	\$ 1157.16
8 / CARDBOARD DUMPSTER	\$ 39.36				

**\*cardboard is dependent upon having a legitimate recycle facility within 50 miles**

**City carts and or commercial rear load containers will be free of charge.**

- Dumpster Lock Service Fee **\$ 10.00 /month**
- Set of Casters per month **\$0 /month**
- Opening and Closing of Enclosures per month **\$ 0 /month\***
- Part of collections to open and close enclosure doors at no charge.

**ROLL-OFF BOXES**

- Container Rental Fee (Per Month) **\$ 101.21 per month, prorated by day**
- Initial Delivery Fee (One-time) **\$ 135.19 per delivery**
- Collection Fee (Per Pull) **\$ See pricing below by size**
- Disposal Fee (Per Ton) **\$ All pricing by box size.**
- 10 CY Roll-off **\$ See Temp 6 yard Container**
- 20 CY Roll-off **\$ 483.55 Plus one-time delivery,**
- 30 CY Roll-off **rental \$ 674.73 Plus one-time**
- 40 CY Roll-off **delivery, rental \$ 843.42 Plus one-**
- Demolition Box (Specify size avail.) 20,30,40 **time delivery, rental \$ Same as above**
- 20 CY Roll-off Compactor **\$ 430.00 Per pull**
- 30 CY Roll-off Compactor **\$ 623.00 Per pull**
- 40 CY Roll-off Compactor **\$ 800.00 Per pull**
- Temporary 6 yard Container on-call **\$ 50.00 Delivery; \$60.00 per dump**
- Roll-off prices billed by Service Provider to customer would include the additional franchise fee and tax.

**SPECIAL CITY EVENTS AND SERVICES.**

- Additional Roll-off Boxes for City Work or Events **\$550.00 /box size: 30 yards**
- Portable Toilets **\$90.00 per unit per month \***
- Handwash Stations **\$90.00 per unit per month \***
- Special Needs Rest rooms **\$95.00 per unit per month \***
- Includes delivery and removal. Same price for a day or a month on Sanitation Units.

**ORDINANCE NO. O-08-25**

AN ORDINANCE MAKING APPROPRIATION FOR THE SUPPORT OF THE CITY OF CROCKETT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY’S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF CROCKETT FOR FISCAL YEAR 2026

**WHEREAS**, the budget appended here as Exhibit A, for the fiscal year beginning October 1, 2025 and ending September 30, 2026, was duly presented to the City Council by the City Administrator and a public hearing was ordered by the City Council and public notice of said hearing was caused to be given by the City Council and said notice was published in the Messenger and said public hearing was held according to said notice; now therefore;

**THE COUNCIL OF THE CITY OF CROCKETT HEREBY ORDAINS:**

**SECTION 1.** That the appropriations for the fiscal year beginning October 1, 2025 and ending September 30, 2026, for the support of the general government of the City of Crockett, Texas, be fixed and determined for said terms in accordance with the expenditures shown in the City’s Fiscal Year 2026 budget, a copy of which is appended hereto as Exhibit A;

**SECTION 2.** That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City’s budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026;

**SECTION 3.** That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt of said City.

**PASSED AND APPROVED** this the 18<sup>th</sup> day of August 2025.

CITY OF CROCKETT

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

ATTEST:

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

**ORDINANCE NO. O-08B-25**

AN ORDINANCE LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF CROCKETT FOR FISCAL YEAR 2026; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME BECOME DELINQUENT IF NOT PAID

**THE COUNCIL OF THE CITY OF CROCKETT HEREBY ORDAINS:**

**SECTION 1.** That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Crockett, and to provide an Interest and Sinking Fund for Fiscal Year 2026, upon all property, real, personal, and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.6808 on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

1. For the maintenance and support of the general government (General Fund), \$0.5178 on each \$100 valuation of property; and
2. For the Interest and Sinking Fund, \$0.1630 on each \$100 valuation of property.

**SECTION 2.** That taxes levied under this ordinance shall be due October 1, 2025 and if not paid on or before February 1, 2026, shall immediately become delinquent.

**SECTION 3.** All taxes shall become a lien upon the property against which assessed, and the Tax Assessor and Collector of the City of Crockett is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and ordinances of the City of Crockett shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and, be apportioned to the general fund of the City of Crockett. All delinquent taxes shall bear interest from date of delinquency at the rate prescribed by state law.

**SECTION 4.** That this ordinance shall take effect and be in force from and after its passage.

Passed this 18<sup>th</sup> day of August 2025, at a Regular meeting of the City Council of the City of Crockett, there being a quorum present, by \_\_\_ yeas and \_\_\_ nays, and approved by the City Council on the date set out above.

CITY OF CROCKETT

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

ATTEST:

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

STATE OF TEXAS

COUNTY OF HOUSTON

CITY OF CROCKETT

**RESOLUTION NO. R-08B-25**

**WHEREAS**, THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS MET IN REGULAR SESSION OPEN TO THE PUBLIC ON MONDAY, AUGUST 18, 2025.

**WHEREAS**, said City Council Members did review the 2025 Tax Roll as certified to them by the Houston County Appraisal Office, Carey Minter, Chief Appraiser.

**NOW THEREFORE, BE IT RESOLVED**, that the Crockett City Council of Crockett, Texas does approve this Tax Roll as certified to them.

**APPROVED** this 18<sup>th</sup> day of August 2025.

\_\_\_\_\_  
MAYOR DR. IANTHIA FISHER

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

\_\_\_\_\_  
PRCT. 1 DENNIS IVEY

\_\_\_\_\_  
PRCT. 2 CHRISTOPHER PRICE

\_\_\_\_\_  
PRCT. 3 NATRENIA HICKS

\_\_\_\_\_  
PRCT. 4 ELBERT JOHNSON

\_\_\_\_\_  
PRCT. 5 MIKE MARSH

**Facility Use Agreement**  
**Between the City of Crockett and the Crockett Area Chamber of Commerce**

**This Agreement** is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Crockett**, a Texas municipal corporation ("City"), and the **Crockett Area Chamber of Commerce**, a Texas nonprofit corporation ("Chamber").

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**1. Use of Premises and Scope of Operations**

The City grants the Chamber the right to occupy and use designated office space located at **1100 Edmiston Drive, Crockett, Texas (Civic Center)**. The Chamber shall use the space to conduct its full range of organizational operations, including administrative activities, member services, public outreach, and community coordination efforts. This includes but is not limited to use of telecommunications, internet, office equipment, and meeting areas as reasonably needed and scheduled through the City to support the Chamber's mission.

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**2. Term of Agreement**

This Agreement begins on the \_\_\_\_ day of \_\_\_\_\_, 2025, and shall continue **month-to-month** unless terminated by either party with thirty (30) days' written notice.

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**3. Payment Terms**

As consideration for the use of City-owned office space, the Chamber shall pay the following to the City:

- **Rent:** \$300.00 per month, due by the 1st day of each month.
- **Internet:** \$86.00 per month, representing the Chamber's agreed share of total internet expenses.

The City shall provide monthly invoices detailing charges and payment instructions.

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**4. In-Kind Services Provided by Chamber**

In exchange for the favorable lease terms described above, the Chamber agrees to provide the following in-kind services:

- Answer all overflow incoming telephone calls directed to the City and the Civic Center during regular business hours.

- Relay messages and inquiries to appropriate City departments or personnel.
- Support **basic public inquiries and referrals**, particularly relating to City functions and community events.

These services shall be coordinated with City staff and adjusted as needed to meet evolving operational needs.

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## 5. Maintenance and Facility Access

- The City shall provide routine building maintenance and custodial services.
  - The Chamber shall maintain its own interior furnishings, equipment, and office supplies.
  - The Chamber agrees not to alter or damage the premises without prior written approval.
  - Access shall be permitted during regular business hours and at other times as approved by the City.
- 

## 6. Insurance and Liability

- The Chamber shall maintain **general liability insurance** covering its operations, naming the City as an **additional insured**. Proof of insurance shall be provided annually or upon request.
  - The Chamber agrees to **indemnify and hold harmless** the City from any claims, damages, or liabilities resulting from the Chamber's use of the premises or activities conducted therein.
- 

## 7. Termination

- Either party may terminate this Agreement with **thirty (30) days' written notice**.
  - The City may terminate immediately upon breach of any material term, including failure to make payments or perform agreed in-kind services.
- 

## 8. Public Information and Records

- The Chamber acknowledges that as a nonprofit occupying City space and providing public services customarily provided by the City, certain activities and documents may be subject to the **Texas Public Information Act**.
- The Chamber agrees to maintain appropriate records of its services provided to the City and shall submit a brief **quarterly report** summarizing its assistance and community impact.

**9. General Provisions**

- This Agreement constitutes the **entire understanding** between the parties and supersedes any prior arrangements.
- This Agreement may not be transferred or assigned by the Chamber to a new lessee of the facility unless approved by the City Council of the City of Crockett.
- Any amendments must be in writing and signed by both parties.
- This Agreement is governed by the **laws of the State of Texas**.
- If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

**Executed by the parties on the dates indicated below.**

**CITY OF CROCKETT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CROCKETT AREA CHAMBER OF COMMERCE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_