



CITY COUNCIL AGENDA

Monday, September 09, 2024 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

Dennis Ivey, Council Member
Darrell Jones, Council Member
NaTrenia Hicks Council Member
Elbert Johnson, Council Member
Mike Marsh, Mayor Pro Tem

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

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, SEPTEMBER 09, 2024 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 19, 2024

BUSINESS

2. CONSIDER AND APPROVE AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CROCKETT, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO
3. CONSIDER AND APPROVE ELECTION SERVICES CONTRACT WITH HOUSTON COUNTY

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 September 09, 2024 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on September 05, 2024 at 4:00 PM.

Mitzi Stefka, City Secretary



I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the _____ day of _____, 2024. _____ Title _____

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 19th DAY OF AUGUST 2024 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, DARRELL JONES, NATRENIA HICKS, AND MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY, FIRE CHIEF JASON FRIZZELL, POLICE CHIEF CLAYTON SMITH, AND CITY ATTORNEY BILL PEMBERTON. ELBERT JOHNSON WAS NOT PRESENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the regular session open; Council member Ivey gave the invocation, and all joined in the pledge.

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present, including a group of Latexo High School graphic design students in attendance to take photographs for a class project.

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.)*

- Virginia Lewis – Thanked council, city administrator and mayor for decisions made at last meeting
- Berta Harris – Expressed concern about the drainage ditch in front of her house
- John Jenkins – Expressed concern about CEIDC issues
- Stephen Wells – Encouraged council to recognize CEIDC petition
- Jonathan Barnes – Encouraged council to recognize CEIDC petition
- Diane Rhone – Expressed concern about CEIDC issues

APPROVAL OF MINUTES

1. REGULAR SESSION: AUGUST 5, 2024

Council member Ivey made a motion to approve the minutes from the August 5, 2024 regular session. Council member Jones seconded the motion. Council member Hicks asked for clarification of voting procedures. Motion passes 4-0.

REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR JULY 2024

Chief Smith reported for the month of July 2024: 15 total manpower, 2,771 total manpower hours, 504 total calls and 5 total accidents. A breakdown of the criminal report is included in the packet.

3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR JULY 2024

Fire Chief Frizzell reported for the month of July 2024 the following: 39 calls. A breakdown is included in the packet.

4. CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION REPORT BY EXECUTIVE DIRECTOR JAMES GENTRY

Mr. Gentry reported that he was in the process of restoring his office space, CEIDC phone, email and website. The administrative assistant is scheduled to return to work on September 3, 2024. CEIDC is working with the attorneys of record to complete the implementation of the corrective action plan. Mr. Gentry has been working with project coordinator Nancy Windham on current projects, including A&A Texas Capital, Project Atticus and the Foreign Trade Zone designation initiative. Mr. Gentry also gave updates about the rail spur and US287.

5. REPORT AND PROJECT UPDATES FROM CITY ADMINISTRATOR

Mr. Angerstein informed council that the water line projects on East Goliad/East Houston Avenues have completed engineering and are awaiting approval by the Texas Water Development Board. The water line and fiber optic conduit project on South 4th/5th Streets have been completed and the city is seeking telecom providers who wish to utilize that conduit. The CDBG grant program for reconstructing MLK Blvd has been completed. The remaining portion of MLK is being repaired with funds from the State Infrastructure Bank program. The swimming pool project is awaiting the results of a grant application submitted to the Texas Parks and Wildlife Department. The city has been awarded a grant through Texas Division of Emergency Management to install six outdoor warning sirens. Mr. Angerstein gave an update on street repairs for each precinct.

BUSINESS

6. PRESENTATION AND POSSIBLE ACTION REGARDING THE MARY ALLEN SEMINARY SITE

Dr. Thelma Douglas addressed the council and introduced the Mary Allen College Board of Directors. Dr. Douglas also introduced architects Tracy & Chris Hudson who informed council that they had distributed surveys to gather data about how the community would like to utilize the property. Mrs. Hudson also presented information about the current state of the existing structure and gave a variety of options for possible projects at the site. Mayor Fisher expressed gratitude and support for the work being done by the Mary Allen College Museum board and said the council would try to find a way to assist the board if feasible.

7. PUBLIC HEARING ON PROPOSED BUDGET OF THE CITY OF CROCKETT FOR THE 2024-2025 FISCAL YEAR

Mayor Fisher called the public hearing to order. There were no relevant comments from the public. Mayor Fisher closed the public hearing.

8. CONSIDER AND APPROVE AN ORDINANCE MAKING APPROPRIATION FOR THE SUPPORT OF THE CITY OF CROCKETT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; 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 2025

Mayor Pro Tem Marsh made a motion to approve an Ordinance making appropriation for the support of the City of Crockett for the fiscal year beginning October 1, 2024 and ending September 30, 2025; 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 2025. Council member Ivey seconded the motion. Motion passes 4-0.

9. PUBLIC HEARING ON 2024 TAX RATE

Mayor Fisher called the public hearing to order. There were no relevant comments from the public. Mayor Fisher closed the public hearing.

10. 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 2025; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME BECOME DELINQUENT IF NOT PAID

Mayor Pro Tem Marsh made a motion to approve an Ordinance levying ad valorem taxes for use and support of the Municipal Government of the City of Crockett for fiscal year 2025; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same become delinquent if not paid. Council member Ivey seconded the motion. Motion passes 4-0.

11. CONSIDER AND APPROVE 2024 TAX ROLL

Mayor Pro Tem Marsh made a motion to approve the 2024 Tax Roll. Council member Ivey seconded the motion. Motion passes 4-0.

12. CONSIDER AND APPROVE 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

Council member Hicks made a motion to approve a Resolution 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. Council member Jones seconded the motion. Motion passes 4-0.

13. UPDATE ON LEAD SERVICE LINE INVENTORY PROGRAM AND APPROVE FUNDING, IF NECESSARY, FROM UTILITY RESERVES

Mr. Angerstein explained that the Texas Commission on Environmental Quality (TCEQ) has mandated that cities provide an inventory to certify that there are no lead service lines in use within the water system. Mr. Angerstein asked council to authorize a 'Not to Exceed' amount so he could seek bids from contractors to perform this inventory. Council member Ivey made a motion to authorize the city administrator to seek bids from contractors to provide a lead service line inventory with a cost not to exceed \$10 per meter. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0.

14. AWARD BID: CROCKETT LIBRARY SIDEWALK / RETAINING WALL PROJECT AND APPROVE FUNDING TO BE AWARDED FROM AMERICAN RESCUE PLAN ACT PROCEEDS

Mr. Angerstein explained that one sealed bid had been received for the retaining wall construction and one sealed bid had been received for the sidewalk construction. Council member Hicks made a motion to award the retaining wall construction (tan blocks) to Juan Ayala and the concrete/sidewalk construction to Velazquez Brothers for a total of \$37,907 from ARPA funds. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0.

15. AWARD BID: CROCKETT ANIMAL SHELTER RENOVATIONS AND APPROVE FUNDING TO BE AWARDED FROM AMERICAN RESCUE PLAN ACT PROCEEDS

Mr. Angerstein explained that the interior flooring and ceiling tiles needed to be replaced and the exterior needed to be painted, which would complete work on the animal shelter and allow us to move forward with opening the facility. Three bids were received from David Tyer Construction (\$32,000), Glenn Henry Construction (\$32,400), and 4L Construction (\$38,050). Mayor Pro Tem Marsh made a motion to award the bid for animal shelter renovations to David Tyer Construction for \$32,000 to come from ARPA funds. Council member Ivey seconded the motion. Motion passes 3-1. Council member Jones voted against.

16. CONSIDER AND APPROVE DESIGN FOR WELCOME SIGNS AND ALLOW CITY ADMINISTRATOR TO SEEK SEALED BIDS

Mr. Angerstein presented two designs for welcome signs to be placed at major highway entrances to the city and asked for authorization to seek sealed bids for construction of six (6) signs. Five signs would be stand alone structures and one would be integrated with an existing structure. Mayor Pro Tem Marsh made a motion to authorize the City

Administrator to seek sealed bids on construction of design #2. Council member Ivey seconded the motion. Motion passes 4-0.

17. CONSIDER AND APPROVE PAYMENT OF INVOICES FROM CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Mayor Pro Tem Marsh made a motion to approve payment of invoices from Crockett Economic and Industrial Development Corporation. Council member Ivey seconded the motion. Motion passes 4-0.

18. EXECUTIVE SESSION: GOV.CODE 551.071: CONSULTATION WITH ATTORNEY REGARDING PETITION AND SPECIAL ELECTION

Mayor Fisher stated Council would convene into Executive Session per Gov. Code 551.071: Consultation with Attorney Regarding Petition and Special Election. Time was 7:49 P.M.

19. CONSIDER AND APPROVE PETITION RECEIVED ON AUGUST 12, 2024, AND CERTIFIED BY CITY SECRETARY

Mayor Fisher reconvened the meeting into open session. Time was 8:24 P.M.

Mr. Pemberton informed the audience that there was a problem with the petition that was presented to the city council. The petition combined two different propositions, one being an election to dissolve the CEIDC and one being the reallocation of the sales tax.

However, the city council can still have a vote to call for an election to dissolve the CEIDC and another vote to call for an election to repeal/adopt a sales tax for property tax relief. The city council can vote to hold an election on both of those matters tonight.

Item failed for lack of a motion to approve.

20. CONSIDER AND APPROVE A RESOLUTION CALLING FOR AN ELECTION TO TERMINATE THE EXISTENCE OF THE CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION (CEIDC) AND ABOLISH THE ONE-HALF PERCENT LOCAL SALES AND USE TAX IN THE CITY OF CROCKETT WHICH FUNDS THE CEIDC, AND ADOPT A LOCAL SALES AND USE TAX IN THE CITY OF CROCKETT OF ONE-HALF PERCENT TO BE USED TO REDUCE THE PROPERTY TAX RATE

Item failed for lack of a motion to approve.

21. CONSIDER AND APPROVE A RESOLUTION CALLING FOR AN ELECTION FOR OR AGAINST THE TERMINATION OF THE CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION IN AND FOR THE CITY OF CROCKETT, TEXAS

Council member Jones made a motion for an election to terminate the existence of the Crockett Economic and Industrial Development Corporation (CEIDC) at the May 3, 2025, general election, according to Section 4.02 Municipal Elections, Home Rule Charter of the City of Crockett. This is to stipulate other laws such as the Uniformed and Overseas Citizens Absentee Voting Act (UACAVA) (42 US CODE 1973ff), which requires election officials to send absentee ballots to registered voters based on the Agreed Judgment from the Third Judicial District Judge of Houston County, Texas. Council member Hicks seconded the motion. Mayor Fisher informed Mr. Jones that the motion was improper as it deviated from the agenda language. Mr. Jones asked for clarification from the city attorney and Mr. Pemberton agreed the motion was improper. Mayor Pro Tem Marsh made a motion to approve a resolution calling for an election for or against the termination of the Crockett Economic and Industrial Development Corporation in and for the City of Crockett, Texas. Council member Ivey seconded the motion. Motion passes 3-2. Council members Jones and Hicks voted against. Mayor Fisher broke the tie with an affirmative vote.

22. CONSIDER AND APPROVE A RESOLUTION CALLING FOR AN ELECTION FOR THE REPEAL OF A SALES AND USE TAX WITHIN THE MUNICIPALITY FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES AT THE RATE OF ONE-HALF PERCENT AND THE ADOPTION OF AN ADDITIONAL SALES AND USE TAX WITHIN THE MUNICIPALITY AT THE RATE OF ONE-HALF PERCENT TO BE USED TO REDUCE THE PROPERTY TAX RATE IN AND FOR THE CITY OF CROCKETT, TEXAS

Council member Hicks made a motion to table this Resolution calling for an election for the adoption of sales tax rate to violate the original articles of the corporation and to get a written legal ruling and opinion from attorney Pemberton for clarity and clearer understanding of what’s happening here. Council member Jones seconded the motion. Motion fails 2-3. Council members Marsh and Ivey voted against. Mayor Fisher broke the tie with a negative vote. Council member Ivey made a motion to approve a Resolution calling for an election for the repeal of a sales and use tax within the municipality for the promotion and development of new and expanded business enterprises at the rate of one-half percent and the adoption of an addition sales and use tax within the municipality at the rate of one-half percent to be used to reduce the property tax rate in and for the City of Crockett, Texas. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-2. Council members Jones and Hicks voted against. Mayor Fisher broke the tie with an affirmative vote.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 8:36 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

ORDINANCE NO. O-09-24

AUTHORIZING THE
ISSUANCE OF

CITY OF CROCKETT, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2024

Adopted: September 9, 2024

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ORDINANCE NO. O-09-24

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CROCKETT, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF HOUSTON §
CITY OF CROCKETT §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Crockett, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, in combination with a limited pledge of a subordinate lien on the Surplus Revenues (as defined herein) of the City’s water and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$1,900,000 and the proceeds would be used for the costs associated with (i) the acquisition and improvement of public safety equipment, including fire trucks and police cars, and (ii) the costs of professional services related thereto; and

WHEREAS, the City Council of the City (the “City Council”) hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, the City Council hereby finds and determines that the projects described in Section 3.1 of this Ordinance are eligible to be financed through the issuance of certificates of obligation under Section 271.045(a)(2), Texas Government Code; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on September 9, 2024; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Act” means Subchapter C, Chapter 271, Texas Local Government Code, as amended.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Crockett, Texas, Tax and Revenue Certificates of Obligation, Series 2024” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Crockett, Texas.

“City Council” means the City Council of the City.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means September 1, 2024.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

[“Insurer” means [_____].]

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2025.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially BOKF, NA, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“Surplus Revenues” means the revenues available after the payment of operation and maintenance expenses of the System and the debt service payable from gross revenues or net revenues of the System, if any.

“System” as used in this Ordinance means the City’s water and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never

be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

(e) The findings and determinations contained in the recitals to this Ordinance are incorporated herein for all purposes.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Crockett, Texas, Tax and Revenue Certificates of Obligation, Series 2024, Debt Service Fund” (the “Debt Service Fund”) with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.3. Pledge of Revenues.

The Surplus Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Surplus Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues, net revenues, or Surplus Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City’s “City of Crockett, Texas, Tax and Revenue Certificates of Obligation, Series 2024” are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly, the Act. The Certificates shall be issued in the aggregate principal amount of \$[1,900,000] for the costs associated (i) the acquisition and improvement of public safety equipment, including fire trucks and police cars, and (ii) the costs of professional services related thereto.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$	%	2033	\$	%
2026			2034		
2027			2035		
2028			2036		
2029			2037		
2030			2038		
2031			2039		
2032					

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and

payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date”), which shall be fifteen (15) days after the Special Record Date, shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller’s Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State,

or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the “Initial Certificate”), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates to DTC in accordance with Section 3.9 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC’s FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the “Register”) in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and

consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after August 15, 2034, in whole or from time to time in part, before their respective scheduled maturity dates, on August 15, 2033, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. [Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities [(or mandatory sinking fund payment with

respect to Term Certificates)] and the principal amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities

available in whole or in part on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Certificate called of redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) BOKF, NA, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The form of Paying Agent/Registrar Agreement is hereby approved. The Mayor or Mayor Pro Tem and the City Secretary of the City are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, the Assignment form and the Statement of Insurance, to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates shall be typed, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State may be typed and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HOUSTON

CITY OF CROCKETT, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2024

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % August 15, 20__ September 26, 2024 _____

The City of Crockett (the "City"), in the County of Houston, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on February 15, 2025.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of BOKF, NA, Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated September 1, 2024 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$[_____] (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the costs associated with (i) the acquisition and improvement of public safety equipment, including fire trucks and police cars, and (ii) the costs of professional services related thereto.

The City has reserved the right to redeem the Certificates maturing on and after August 15, 2034, in whole or from time to time in part, before their respective scheduled maturity dates, on August 15, 2033, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on August 15, [____] (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

[\$[_____] Term Certificate Maturing August 15, 20[____]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$
August 15, 20__ (maturity)	\$

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the Surplus Revenues (as defined in the Ordinance) of the City's water and sewer system are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Surplus Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the Surplus Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Surplus Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mitzi Stefka, City Secretary
City of Crockett, Texas

Dr. Ianthia Fisher, Mayor
City of Crockett, Texas

[SEAL]

(b) Form of Comptroller’s Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller’s Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) Form of Statement of Insurance.

The Certificates shall bear a Statement of Insurance in the following form:

[STATEMENT OF INSURANCE]

[_____]

(f) The Initial Certificate shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below” and “CUSIP NUMBER _____” deleted; and

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of _____DOLLARS” shall be deleted and the following will be inserted: “on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:”

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.5. [Bond Insurance.

The Initial Purchaser has obtained bond insurance from the Insurer and the Certificates may bear an appropriate legend as provided by the Insurer. The premium for any bond insurance obtained by the Initial Purchaser shall be the responsibility of the Initial Purchaser.]

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to [_____] (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$[_____] , being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of \$[_____] , consisting of \$[_____] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$[_____] , shall be used for the purposes set forth in Section 3.1.

(b) Premium received from the sale of the Certificates in the amount of \$[_____] shall be used to pay the costs of issuance.

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance in subsection (b) shall be [used for the purposes described in Section 3.1 or] deposited in the Debt Service Fund.

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(c) It is hereby found and determined that the projects described in Section 3.1 of this Ordinance constitute public works as such term is defined under Section 271.043(7-a) of the Texas Local Government Code and are eligible to be financed through the issuance of the Certificates.

Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City's official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in an electronic format, accompanied by identifying information as prescribed by the MSRB (i) within six (6) months after the end of each Fiscal Year of the City ending in and after 2024, financial information and operating data with respect to the City of the general type included in the Official Statement under the Schedules in Appendix A numbered 1 through 4, 6 through 8, and 10 through 13 and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements when, and if, they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if

the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by

the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Initial Purchaser of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 9th day of September, 2024.

City Secretary
City of Crockett, Texas

Mayor
City of Crockett, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HOUSTON §

I, the undersigned officer of the City Council of the City of Crockett, Texas, hereby certify as follows:

1. The City Council of the City of Crockett, Texas, convened in a regular meeting on the 9th day of September, 2024, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|--------------------|--|
| Dr. Ianthia Fisher | Mayor |
| Mike Marsh | Mayor Pro Tem and Council Member, Precinct 5 |
| Dennis Ivey | Council Member, Precinct 1 |
| Darrell Jay Jones | Council Member, Precinct 2 |
| NaTrenia Hicks | Council Member, Precinct 3 |
| Elbert Johnson | Council Member, Precinct 4 |

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. [_____]

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CROCKETT, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

_____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 9th day of September, 2024.

[SEAL]

Mitzi Stefka
City Secretary
City of Crockett, Texas



2024 JOINT ELECTION AGREEMENT

Between the County of Houston, the City of Crockett,
and the Lovelady Independent School District

AND

ELECTION SERVICES CONTRACT

Between the County Election Officer
And the Political Subdivisions Listed Above Respectively

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS the County of Houston, Texas referred to as “County”, and the City of Crockett (COC) and Lovelady Independent School District (LISD), which are Local Political Subdivision District(s) of the County hereafter referred to as “LPS” shall hold their respective general or special elections on Tuesday, November 5, 2024; and

WHEREAS the County Election Officer, Cynthia Lum, hereinafter referred to as the Elections Administrator (EA) or “Contracting Officer”, along with the Voter Registration/Elections Department she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general or special election on Tuesday, November 5, 2024 for the conduct and supervision of; and

WHEREAS the County and the LPS(s) (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and

WHEREAS the County and the LPS(s) find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in Houston County and will facilitate the orderly conduct of the elections; and

THEREFORE, the LPS(s) agrees as follows:

The Houston County Voter Registration/Elections Department, under the direction of the County Election Officer (EA), agrees to coordinate, supervise, and handle all aspects of administering the Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Houston County for leasing the equipment, election supplies, services and administrative costs as outlined in this agreement. The EA will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date.

Joint elections to be held November 5, 2024, unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the Contracting Officer shall be entitled to receive an administrative fee of \$75.00 [Section 31.100(d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the EA in order for it to be posted at each affected poll place on Election Day. Note: This Agreement does not include any provisions or costs associated with a subsequent runoff election. Any additional election, held on any day other than said uniform election date, will be subject to EA availability and a new contract.

2. Election Judges, Clerks and Other Election Information.

- a. The EA will be responsible for the appointment by Commissioners' Court of the presiding judge and an alternate for each polling location. The EA will arrange for training and compensation of all judges and clerks. If a person is unable or unwilling to serve, the EA will be responsible for the appointment of a replacement judge for the precinct and notify each participating authority affected by the change.
- b. The EA will take the necessary steps to ensure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge for each election precinct appoints the election clerks, one of which must be the alternate judge, in the number determined/recommended by EA, and approved by Commissioners' Court/appoint authority. *The number of clerks may vary based on the type of the election(s), number of registered voters in the election precinct, if it's a combined voting box, number of ballots and/or split ballots in the election precinct, etc.* The presiding judge is responsible for ensuring the eligibility of each appointed clerk. The EA is available upon request to assist with eligibility questions and/or confirmations.
- d. The EA will conduct one or more election schools, and will notify the election judges/workers and each participating authority of the date(s), time(s), and place(s) of such school(s). Election judges and clerks will be paid at the per hour rate set by Houston County's Commissioners' Court per **Exhibit "A"** (for a minimum of 3 hours). EA will keep an attendance record of attendees. Election workers who work during the election and have completed this training will receive \$8.00 per hour for attendance.
- e. The election judges are responsible for picking up election supplies at the time and place determined by the EA. Election judges and clerks will be paid at the per hour rate set by Houston County's Commissioners' Court per **Exhibit "B"**. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to the Central Counting Station on Election Night.
- f. The EA will employ other personnel necessary for the proper administration of the election, including temporary staff, as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and for Election Day, and for the efficient collection of precinct supplies on election night at the central accumulation station. This temporary, election personnel will be paid at the per hour rate set by Houston County's Commissioners' Court per **Exhibit "B"**, for election clerks and as agreed upon by the participating authorities.

3. Voting Equipment.

- a. The EA will provide voting machines and equipment, at the rental rate set by Houston County's Commissioners' Court per **Exhibit "C"**, prepare them for use in the election including logic and accuracy testing, and arrange to have them transported (*or transport them*) to and from the early voting location(s) and the Election Day polling places. A testing board (consisting of at least two persons), overseen by the County Election Officer, has been established and will consist of the Central Counting Station Judge, the Tabulation Supervisor and/or the Assistant Tabulation Supervisor.
- b. The Voting System to be used in the election and any runoff election will be the **ExpressVote and the DS450 Tabulation Machine.**

4. Election Supplies.

The EA will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll books (as available) and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The EA will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. This includes the use of a single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the EA a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish per **Exhibit "E"**. The list will be delivered to the EA as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. **The EA will order programming and ballots based on the ballot approval of each participating authority.** In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The EA will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option Election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the EA to ensure sufficient supplies without excessive waste.

5. Election Notices and other Pre-Election Matters.

RULING - Effective June 25, 2013, United States Supreme Court ruled Section 5 of The Voting Rights Act of 1965 "unconstitutional" – based on this ruling, we've been advised by the Secretary of State's Office that changes in voting procedures no longer require approval or "preclearance" by federal authorities known as the Department of Justice. At this time, the language will remain in the Joint Election Agreement (4.a.) however we have suspended the submission for preclearance to the DOJ as instructed until further notice.

- a. Each authority will post their respective election orders and public election notices; and provide a copy of the orders and notices with the EA and those issued by EA to each participating authority.
- b. The EA will select, with Commissioners' Court approval, and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, *Court/DOJ approved* school voting locations for the precincts. In the event a voting location is not available or a change has been made for another reason, the EA will arrange for an alternate location or combine it with another and will notify each participating authority affected by the change. **The voting locations are listed in Exhibit "D" of this agreement.** The EA will notify each participating authority of any changes from the locations listed in Exhibit "D".

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cynthia Lum, the County Election Officer, is the Early Voting Clerk (EVC) as established by Secs. 83.002 and 83.006 of the Texas Election Code. Gail Thompson and Kendall Adair are appointed Deputy Early Voting Clerk (DEVK) for the joint early voting approved by Commissioners’ Court, as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the EVC/DEVK as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the County at the Houston County Senior Citizens Center (reference Section 6d for specific details) and at minimum, will be the hours that the early voting clerk regularly conducts early voting and if applicable, will be extended to include any extended or weekend hours.
- c. The EVC/DEVK may appoint additional clerks for early voting by personal appearance/voting by mail as needed to assist in the conduct of the election.
- d. Early voting will be conducted at the following locations:

Early Voting: Houston County Senior Citizens Center, 716 West Wells, Crockett, TX 75835

Dates: October 21st – November 1st, Monday thru Saturday

Times: **Days and hours of operation will be:**

Monday, October 21st through Friday, October 25th, 9:00 a.m. - 6:00 p.m.

Saturday October 26th 7:00 a.m. - 7:00 p.m.

Sunday October 27th 1:00 p.m. – 7:00 p.m.

Monday, October 28th, through Friday, November 1st, 7:00 a.m. - 7:00 p.m.

POSSIBLE EXCEPTION(S); by petition or agreement:

There MAY be additional branch locations opened during early voting:

- a. The Early Voting Ballot Board (EVBB), consisting of a presiding judge, an alternate judge and at least three other members depending on type of election(s), will be appointed by the County Election Board in even numbered years and in odd numbered years Commissioners’ Court appoints the EVBB Judge and alternate judge only (*name submitted by applicable party chair*). The presiding judge is responsible for appointing election clerks and for their eligibility. The EA is available upon request to assist with eligibility questions and/or confirmations.
- b. The presiding election judges & clerks of the EVBB will be paid at the per hour rate set by Houston County’s Commissioners’ Court per **Exhibit “B”**. Per Sec. 87.005(b) of TEC EVBB members will be compensated for a minimum of 5 hours of service, regardless of number of hours worked.

7. Election Day.

- a. The EA will monitor all polling locations on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying the voter, etc.
- b. As required by law, the EA will be open on Election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books, if in use) to assist all election workers and participating authorities.

8. Returns of Elections.

- a. The EA is responsible for establishing and operating the central counting station (CCS) in accordance with the provisions of the Texas Election Code and this agreement. The CCS is overseen by the Appointed CCS Judge, the Assistant Judge, County Election Officer/Central Counting Station Manager, appointed by Commissioners' Court, with the assistance of the Tabulation Supervisor, the Assistant Tabulation Supervisor, along with numerous appointed Receiving Clerks based on the type of election, complexity of the election, etc.
- b. On election night, as precinct returns arrive for processing, the EA will provide timely cumulative reports of election results as soon as the returns are processed, accumulated and the initial reconciliation is completed. The EA will be responsible for releasing cumulative totals, reflecting precinct returns via a "media report"/ "summary report" to include early voting and election day, to the joint participants, candidates, media, and general public by distribution of hard copies and/or electronic transmittals. Houston County will operate an Election Results Center to release election results in the Houston County Commissioners' Courtroom Building located at 401 East Goliad Avenue, outside of the Annex Building.
- c. On election night, the EA will have a designated area set up in the Central County Station to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email (as provided) to each participating entity before Election Day as instructions may vary with each election.
- d. The EA will be responsible for entering election night returns electronically as required by the Secretary of State's Office.
- e. The EA will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct returns will be available by 12:00 noon on Tuesday, November 14, 2024.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected in the joint election to offices of political subdivisions. *Please refer to the publication provided by the Elections Division of the Secretary of State's Office titled "Canvassing Elections and Qualification for Public Office" for an outline summarizing Texas case law and statutes relating to canvassing and reporting official election returns, as well as the laws specifying how candidates take office upon election.*
- g. The EA will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the EA if waiver has been granted or denied upon receipt of notification from the Secretary of State. The EA will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective official (canvassed) election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (County Election Officer) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the Houston County Elections Officer, and accepted by the Texas State Library and Archives Commission on July 1, 2020 and in accordance with Chapter 66 of the Texas Election Code. The preservation period for non-federal elections is 22 months after Election Day. (Sec.66.058)
- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the EA will maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the EA any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the EA shall supply a written cost estimate for storage to requesting participant.

10. Election Expenses.

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs. Programming of voting equipment owned by Houston County is prepared by Election Systems and Software (ES&S).
- b. The participating authorities mutually agree to have the contracting officer prepare and mail all ballots by mail to Voters for FPCA/Absentee Ballot request at cost (estimated at \$4.00) per application.
- c. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- d. The participating authorities mutually agree to share election expenses incurred, including but not limited to, the costs and expenses of election supplies, newspaper publication of the testing notice, air cards for electronic poll books, logic and accuracy testing, voting machines and equipment transportation, absentee voting expenses, and other election related expenses.
- e. The participating authorities mutually agree to share the cost of all election personnel including overtime (*excluding the Contracting Officer*). This will include the Early Voting clerks, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with delivery of equipment and supplies, and election workers at the central accumulation station, etc. On Election Day, only the political subdivisions sharing that polling location will equally split the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the EA (*shall be monitored and authorized by the County Election Officer*) beginning the Friday immediately before early voting begins and concluding the Friday following Election Day, due to the complexity of the elections, will be paid at one and one half (1 ½) time his/her regular rate and will be a shared cost by all participating authorities.

- f. The participating authorities mutually agree to lease the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Model DS450 Tabulation Scanner and the ES&S ExpressVote. At minimum, one accessible voting system, the ES&S ExpressVote, will be provided at each poll location. Early voting equipment will be shared by participating entities. However, on Election Day, only the political subdivisions sharing that polling location will equally split the cost to lease the equipment at that location. On Election Night, the political subdivisions will equally split the cost to lease the DS450 Tabulation Scanner to count the ballots.
- g. The participating authorities mutually agree to pay an administrative fee to the county election officer for election services performed not to exceed 10% of the total cost of the election, but may not be less than \$75.00, as authorized by Section 31.100(d) of the Texas Election Code.
- h. The participating authorities mutually agree to pay Houston County within thirty (30) days of receipt of the invoice.

11. Estimated Cost of Services.

- a. A cost estimate for election expenses is set forth in **Exhibit “F”**, attached hereto and made part of this contract. The Contracting Officer agrees to advise the LPS if it becomes apparent that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses as set forth in **Exhibit “F”**.
- b. The participating authorities agree to provide a down payment of 75% of the estimated LPS expense no later than 60 days prior to the election and acknowledges that the County will reimburse any monies not used to cover the actual cost incurred by the LPS for the election.

12. Waiver of Damages.

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the Voter Registration/Elections Department it might fail during an election or might contain errors. The Participating Authorities agree that should the electronic voting system fail, the Participating Authorities will not make any claim against the County of Houston, the elected officials signed herein, or any of their employees, or agents for damages of any kind, including but not limited to damages incurred for having to conduct a second election caused as a result of such failure or error.

The Participating Authorities acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. The County of Houston, the elected officials signed herein, or any of their employees, or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur they will not make any claim against the County of Houston, the elected officials signed herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election, as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its’ respective election and if, the County and/or the elected officials signed herein or any of their employees, or agents, is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials signed herein or any of their employees, or agents.

The EA will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The EA shall file a copy of this executed contract with the County Treasurer, County Judge, and County Auditor.

SIGNED AND ENTERED into this joint agreement 29th day of August, 2024 in duplicate originals.

HOUSTON COUNTY

Jim Lovell, County Judge

Cynthia Lum, *County Election Officer*

CITY OF CROCKETT

Dr. Iantha Fisher, *Mayor*

LOVELADY INDEPENDENT SCHOOL DISTRICT

Wendy Tullis, *Superintendent*

Note: the signature page will be modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies

- Exhibit A – Poll Worker Training*
- Exhibit B – Poll Worker Pay*
- Exhibit C – Equipment Rental Fees*
- Exhibit D – Polling Locations*
- Exhibit E – Ballot Language*
- Exhibit F – Election Cost Estimate*

EXHIBIT A

POLL WORKER TRAINING RATES
as prescribed by
HOUSTON COUNTY COMMISSIONER'S COURT
Effective September 10, 2019

Poll workers, who attend and completes a training seminar/class held by the Elections Administrator, shall be paid at the rate of \$8.00 per hour as set by County Commissioners' Court under Sec. 32.114 (e) of the Texas Election Code.

EXHIBIT B

POLL WORKER SALARY RATES
as prescribed by
HOUSTON COUNTY COMMISSIONER'S COURT
Effective February 14, 2023

COMPENSATED FEES

A fee of \$25.00 is received by the Judge or clerk who picks up and delivers the precinct election supplies as set by County Commissioners' Court under Sec. 32.092 of the Texas Election Code.

WORKERS PAY

\$14.00 per hour for Election Judges, Tabulation Supervisors and Early Voting Ballot Board.

\$13.00 per hour for Alternate Election Judges and Assistant Tabulation Supervisors.

\$12.00 per hour for Clerks, Deputy Early Voting Clerks and Central Counting Station Clerks.

NUMBER OF HOURS

On Election Day workers will be paid per hour with a 1 hour minimum and a 15 hour maximum.*

Central Counting Station personnel will be paid per hour with a 1 hour minimum and a 10 hour maximum.*

Early Voting Ballot Board will be paid per hour with a 5 hour minimum and a 10 hour maximum.*

Worker compensation rates and hours are set by County Commissioner's' Court under Sec. 32.091 and 87.005 of the Texas Election Code.

EXHIBIT C

EQUIPMENT RENTAL RATES
as prescribed by
HOUSTON COUNTY COMMISSIONER'S COURT
Effective July 12, 2019

\$75.00 County Commissioner's Court approved rental rates for electronic voting equipment. Please note that the rates are a "per election" rate and a new contract would be required for any run-off election.

Please keep in mind that the Texas Election Code provides for exceptions to certain subdivisions regarding electronic accessibility units. Details may be found under section 61.012 & 61.013.

Early Voting Locations and Hours

Days and hours of operation

Monday, October 21st through Friday, October 25th, 9:00 a.m. - 6:00 p.m.
 Saturday October 26th 7:00 a.m. - 7:00 p.m.
 Sunday October 27th 1:00 p.m. – 7:00 p.m.
 Monday, October 28th, through Friday, November 1st, 7:00 a.m. - 7:00 p.m.

Houston County, Texas

Main Early Voting Location	Address	City/State	Days	Hours
Houston County Senior Citizen Center	716 W. Wells Street	Crockett, TX	Mon. – Sat.	9:00am – 6:00pm

Election Day Polling Locations

November 5, 2024

Hours 7:00 am – 7:00 pm

Houston County, Texas

Precinct	Voting Location	Address	City/State
1	Bethel Missionary Baptist Church	904 N. 6 th Street	Crockett, TX
2	Grace Lutheran Church – Fellowship Hall	925 W. Loop 304	Crockett, TX
3	Crockett I.S.D. Administration Building – Cafetorium	1400 W. Austin Street	Crockett, TX
4	Houston County Senior Citizen Center	716 W. Wells Street	Crockett, TX
5	Grapeland First Methodist Church	715 US Highway 287 N.	Grapeland, TX
6	Grapeland Senior Citizens Center	112 Church Street	Grapeland, TX
7	Lovelady Community Center – Building 2	124 W. Cox Street	Lovelady, TX
8	Liberty Hill United Methodist Church	594 CR 1585	Grapeland, TX
9	Pearson Chapel Baptist Church	6933 FM 1280 W.	Lovelady, TX
10	Austonio Community Center	13108 FM 1280	Crockett, TX
11	Shady Grove Baptist Church	8261 FM 232	Crockett, TX
12	Iglesia Cristiana de Belott	9414 FM 1733	Grapeland, TX
14	Wilcox Community Center	350 FM 2663	Latexo, TX
15	Mt. Zion Baptist Church	12202 FM 229	Grapeland, TX
16	San Pedro Baptist Church	10733 FM 2022 N.	Grapeland, TX
17	Weldon Baptist Church	11812 FM 230	Lovelady, TX
18	Holly Community Center	393 CR 4230	Lovelady, TX
19	First Baptist Church Kennard	300 Carson Street	Kennard, TX
20	Weches Fire Station	19638 State Hwy 21 E.	Grapeland, TX
21	Ratcliff Senior Center	376 First Street	Ratcliff, TX
22	Porter Springs Fellowship & Outreach Center	2611 FM 132	Crockett, TX

All early voting locations and the above highlighted precincts will be shared with all parties

EXHIBIT E

Ballot Language as provided by LPS

Effective August 29, 2024

Date Submitted: 08/21/24 Submitted by: Mitzi Stefka Date Received: 08/22/24

CITY OF CROCKETT SPECIAL ELECTION
CITY OF CROCKETT PROPOSITION A

ELECCIÓN ESPECIAL DE LA CIUDAD DE CROCKETT
CIUDAD DE CROCKETT PROPUESTA "A"

- FOR/
A FAVOR
 - AGAINST/
EN CONTRA
- TERMINATION OF THE CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION.
- TERMINACIÓN DE LA CORPORACIÓN DE DESARROLLO ECONÓMICO E INDUSTRIAL DE CROCKETT.*

CITY OF CROCKETT SPECIAL ELECTION
CITY OF CROCKETT PROPOSITION B

ELECCIÓN ESPECIAL DE LA CIUDAD DE CROCKETT
CIUDAD DE CROCKETT PROPUESTA "B"

- FOR/
A FAVOR
 - AGAINST/
EN CONTRA
- THE REPEAL OF A SALES AND USE TAX WITHIN THE MUNICIPALITY FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES AT THE RATE OF ONE-HALF PERCENT AND THE ADOPTION OF AN ADDITIONAL SALES AND USE TAX WITHIN THE MUNICIPALITY AT THE RATE OF ONE-HALF PERCENT TO BE USED TO REDUCE THE PROPERTY TAX RATE.
- LA DEROGACIÓN DE UN IMPUESTO SOBRE VENTAS Y USO DENTRO DEL MUNICIPIO PARA LA PROMOCIÓN Y DESARROLLO DE EMPRESAS COMERCIALES NUEVAS Y AMPLIADAS A LA TASA DEL MEDIO POR CIENTO Y LA ADOPCIÓN DE UN IMPUESTO ADICIONAL SOBRE LAS VENTAS Y EL USO DENTRO DEL MUNICIPIO A LA TASA DEL MEDIO POR CIENTO QUE SE UTILIZARÁ PARA REDUCIR LA TASA DEL IMPUESTO A LA PROPIEDAD.*

EXHIBIT E

Ballot Language as provided by LPS

Effective August 29, 2024

Date Submitted: 08/26/24 Submitted by: Wendy Tullos Date Received: 08/26/24

LOVELADY INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
LOVELADY ISD PROPOSITION A

*ELECCIÓN ESPECIAL DEL DISTRITO ESCOLAR INDEPENDIENTE DE LOVELADY
PROPUESTA "A" DEL DISTRITO ESCOLAR INDEPENDIENTE DE LOVELADY*

FOR/
A FAVOR

RATIFYING THE AD VALOREM TAX RATE OF .6969 IN LOVELADY ISD SCHOOL DISTRICT FOR THE CURRENT YEAR, A RATE THAT WILL RESULT IN AN INCREASE OF 5.5 PERCENT IN MAINTENANCE AND OPERATIONS TAX REVENUE FOR THE DISTRICT FOR THE CURRENT YEAR AS COMPARED TO THE PRECEIDING YEAR, WHICH IS AN ADDITIONAL \$380,000.

AGAINST/
EN CONTRA

RATIFICAR LA TASA IMPOSITIVA AD VALOREM DE .6969 EN EL DISTRITO ESCOLAR DE LOVELADY ISD PARA EL AÑO EN CURSO, UNA TASA QUE RESULTARÁ EN UN AUMENTO DEL 5.5 POR CIENTO EN LOS INGRESOS FISCALES DE MANTENIMIENTO Y OPERACIONES PARA EL DISTRITO PARA EL AÑO EN CURSO EN COMPARACIÓN CON EL AÑO ANTERIOR, QUE ES DE \$380,000 ADICIONALES.

EXHIBIT F

**ESTIMATED ELECTION EXPENSES FOR A JOINT ELECTION FOR
2024 CITY OF CROCKETT BOARD ELECTION
 IN HOUSTON COUNTY, TX**

City of Crockett Estimate			
Description	Election Total	Discount	Invoice Total
ES&S Progaming & Supplies	\$ 4,342.07	\$ 2,480.35	\$ 1,861.72
Mail, New Paper Publications & Miscellaneous	\$ 1,298.40	\$ 786.02	\$ 512.38
Training, Personnel & Rentals	\$ 18,196.00	\$ 10,351.83	\$ 7,844.17
Election Cost Subtotal	\$ 23,836.47		\$ 10,218.27
County Election Services Contract Fee = 10% of total cost of election			\$ 879.33
Total Cost Election	\$ 23,836.47		\$ 11,097.60
75% Down Payment Due by 09/16/2024	\$ 8,323.20		\$ -
Payment received 00/00/2024		Check #	\$ -
		Invoice Total	\$ 11,097.60
		Amount Paid	\$ -
		Ballance Due	\$ 11,097.60

EXHIBIT F

**ESTIMATED ELECTION EXPENSES FOR A JOINT ELECTION FOR
2024 LOVELADY ISD BOARD ELECTION
 IN HOUSTON COUNTY, TX**

Lovelady ISD Estimate			
Description	Election Total	Discount	Invoice Total
ES&S Progaming & Supplies	\$ 5,181.67	\$ 2,979.04	\$ 2,202.64
Mail, New Paper Publications & Miscellaneous	\$ 1,358.40	\$ 816.02	\$ 542.38
Training, Personnel & Rentals	\$ 21,247.00	\$ 11,127.33	\$ 10,119.67
Election Cost Subtotal	\$ 27,787.07		\$ 12,864.69
County Election Services Contract Fee = 10% of total cost of election			\$ 1,143.97
Total Cost Election	\$ 27,787.07		\$ 14,008.66
75% Down Payment Due by 09/16/2024	\$ 10,506.49		\$ -
Payment received 00/00/2024		Check #	\$ -
		Invoice Total	\$ 14,008.66
		Amount Paid	\$ -
		Ballance Due	\$ 14,008.66