



# CITY COUNCIL AGENDA

Monday, December 05, 2022 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

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

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

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, DECEMBER 05, 2022 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

## OPEN MEETING WITH INVOCATION AND PLEDGE

## RECOGNITION OF VISITORS

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

## APPROVAL OF MINUTES

1. APPROVAL OF MINUTES: REGULAR SESSION: NOVEMBER 7, 2022

## REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR OCTOBER 2022
3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR OCTOBER 2022

## BUSINESS

4. CONSIDER AND APPROVE AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A STATE INFRASTRUCTURE BANK LOAN AGREEMENT; APPROVING THE LEVY OF A TAX IN PAYMENT OBLIGATIONS THEREUNDER; AND APPROVING CERTAIN MATTERS RELATED THERETO
5. CONSIDER AND APPROVE UPDATES TO POLICIES PD 5.02, PD 6.02, PD 6.03 IN PERSONNEL POLICY AND PROCEDURE MANUAL
6. CONSIDER AND APPROVE LIST OF SURPLUS ITEM/S WHICH NO LONGER SERVE ANY USEFUL PURPOSE FOR THE CITY TO BE LISTED ON THE ONLINE AUCTIONEERING SERVICE FROM RENE' BATES AUCTIONEERS, INC OR TO BE SCRAPPED
7. CONSIDER AND APPROVE PRELIMINARY PROJECT PRIORITIES FOR THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS PROVIDED BY THE AMERICAN RESCUE PLAN ACT
8. CONSIDER AND APPROVE INCREASING BUDGET FOR FORENSIC AUDIT OF CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION
9. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, SELECTING AN ENGINEERING FIRM IN CONJUNCTION WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) FOR THE TEXAS COMMUNITY BLOCK GRANT PROGRAM (CDBG-2023) GRANT FOR WASTEWATER IMPROVEMENTS

## 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 December 5, 2022 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on December 1, 2022 at 4:30 PM.

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Mitzi Stefka, City Secretary

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

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 7<sup>th</sup> DAY OF NOVEMBER 2022 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, GENE CALDWELL, ERNEST JACKSON AND MIKE MARSH. CITY OFFICIALS PRESENT: CITY SECRETARY MITZI STEFKA, CITY ADMINISTRATOR JOHN ANGERSTEIN AND POLICE CHIEF CLAYTON SMITH. DARRELL JONES AND MARQUITA BEASLEY NOT PRESENT.

#### OPEN MEETING WITH INVOCATION AND PLEDGE

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

#### RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present.

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

- Mayor Fisher recognized events in the city, Breast Cancer Awareness, Halloween activities and commended all in taking care of the community.
- Mayor Pro Tem Marsh noted it was a great weekend in Crockett.

#### 1. APPROVAL OF MINUTES: REGULAR SESSION: OCTOBER 17, 2022

Mayor Pro Tem Marsh made a motion to approve the minutes of the October 17, 2022 Regular Meeting. Council member Jackson seconded the motion. Motion passes 3-0.

#### 2. CONSIDER AND APPROVE LEASE AGREEMENT WITH CROCKETT MERCHANT'S YOUTH BASEBALL

Mayor Pro Tem Marsh made a motion to approve the Lease Agreement with Crockett Merchant's Youth Baseball. Council member Caldwell seconded the motion. Motion passes 3-0.

#### 3. CONSIDER AND APPROVE ADDITIONS AND UPDATES TO PERSONNEL POLICY AND PROCEDURE MANUAL

Mr. Angerstein stated these updates to the personnel policy are the pay schedules and policies discussed in the budget process and will be effective November 10. Council member Jackson made a motion to approve additions and updates to personnel policy and procedure manual. Council member Caldwell seconded the motion. Motion passes 3-0.

4. **CONSIDER AND APPROVE BILL OF SALE FOR PURCHASE OF 2003 MOTOR GRADER FROM HOUSTON COUNTY**

Council member Caldwell made a motion to approve the bill of sale for purchase of 2003 motor grader from Houston County for \$60,000.00 with funding to come from the American Rescue Plan Act proceeds. Council member Jackson seconded the motion. Motion passes 3-0.

5. **CONSIDER AND APPROVE LIST OF SURPLUS ITEMS WHICH NO LONGER SERVE ANY USEFUL PURPOSE FOR THE CITY TO BE LISTED ON THE ONLINE AUCTIONEERING SERVICE FROM RENE' BATES AUCTIONEERS, INC OR TO BE SCRAPPED**

Council member Jackson made a motion to approve the list of surplus items which no longer serve any useful purpose for the City to be listed on the online auctioneering service from Rene' Bates Auctioneers, Inc or to be scrapped. Council member Caldwell seconded the motion. Motion passes 3-0.

6. **CONSIDER AND APPROVE APPOINTMENT/REAPPOINTMENT OF MEMBERS TO BUILDING AND STANDARDS COMMISSION**

Council member Jackson made a motion to approve the appointments of members to Building and Standards Commission as follows: Shannon Harris, Charles Arnold and Alternate: Scott Sheley. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-0.

Council member Caldwell made a motion to approve the reappointment of members to Building and Standards Commission as follows: Diane Rhone, Courtney Yarbrough and Elouise Wooten. Council member Jackson seconded the motion. Motion passes 3-0.

7. **PRESENTATION AND UPDATE OF UTILITY SUPERVISOR POSITION BY CITY ADMINISTRATOR**

Mr. Angerstein presented Mr. Ricky Gilson as Utility Supervisor. He noted that the position of Sanitary Sewer Overflow Technician, which has been required by the State since 2016 to address sanitary sewer overflow issues, has been changed to Utility Supervisor to further address the issues of getting the overflow under control, to monitor the wastewater systems and also help with a GIS system. Mr. Gilson has the experience and the licenses required for the job. Council member Caldwell made a motion to confirm Mr. Gilson as Utility Supervisor. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-0.

8. **CONSIDER AND APPROVE STREET CLOSURE OF MILAM AVENUE FROM NORTH FIFTH STREET TO NORTH FOURTH STREET ON NOVEMBER 20, 2022 FROM 5PM TO 9PM FOR THE FALL FEST EVENT TO BE HELD IN THE DOWNTOWN PARK**

Mayor Pro Tem Marsh made a motion to approve street closure of Milam Avenue from North Fifth Street to North Fourth Street on November 20, 2022 from 5PM to 9PM for the Fall Fest Event to be held in the Downtown Park. Council member Jackson seconded the motion. Motion passes 3-0.

#### ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 6:42 P.M.

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

ATTEST:

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



City of Crockett  
**POLICE DEPARTMENT**

COURTESY  
PROTECTION  
DEDICATION

Item 2.

CROCKETT, TEXAS 75835

936-544-2021 \* 200 NORTH FIFTH STREET

**CHIEF OF POLICE**

*Clayton Smith*

**Mayor**

*Dr. Ianthia Flsher*

**October**

**2022**

Manpower: 14

Manpower Hours: 2542

Calls: 472

Accidents: 17

Arrests: 56

Traffic: 248

Reports: 88

Alarm Calls: 26

False Alarms: 21

No Fault Alarms: 5

Assault: 10

Burglary: 3

Criminal Mischief: 5

Criminal Trespass: 7

Disorderly Conduct: 2

Driving While Intoxicated: 5

Forgery: 2

Possession of Controlled Substance: 5

Possession of Drug Paraphernalia: 3

Possession of Marijuana: 13

Public Intoxication: 2

Resisting Arrest: 4

Theft: 15

Unlawful Possession of Firearm: 1

Unauthorized use of Motor Vehicle: 0

Miscellaneous Offenses: 39

Comments: REPORTING PERIOD: OCTOBER 1-31, 2022 MISCELLANEOUS OFFENSES INCLUDES 13 WARRANT SERVICES.

Thursday, November 3, 2022

## CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2022

Item 3.

| 2022                       | JAN       | FEB       | MAR       | APR       | MAY       | JUN       | JUL       | AUG       | SEP       | OCT       | NOV      | DEC      | YTD        | AVG      |
|----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|------------|----------|
| <b>CITY CALLS</b>          | <b>25</b> | <b>27</b> | <b>40</b> | <b>31</b> | <b>27</b> | <b>19</b> | <b>29</b> | <b>32</b> | <b>22</b> | <b>30</b> |          | <b>0</b> | <b>282</b> | <b>0</b> |
| STRUCTURE FIRES:           | <b>0</b>  | <b>0</b>  | <b>2</b>  | <b>0</b>  | <b>2</b>  | <b>0</b>  | <b>1</b>  | <b>1</b>  | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>   | <b>0</b> |
| Business                   | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0        | 0        | 0          | 0        |
| Residential                | 0         | 0         | 2         | 0         | 2         | 0         | 1         | 0         | 0         | 0         | 0        | 0        | 5          | 0        |
| VEHICLE FIRES              | 2         | 1         | 2         | 1         | 1         | 1         | 1         | 0         | 0         | 0         | 0        | 0        | 9          | 0        |
| GRASS / WOODS FIRES        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 3         | 3         | 0         | 0        | 0        | 0          | 0        |
| REFUSE / TRASH FIRE        | 1         | 1         | 0         | 1         | 1         | 0         | 1         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| VEHICLE ACCIDENT           | 5         | 8         | 5         | 9         | 6         | 2         | 3         | 5         | 3         | 9         | 0        | 0        | 0          | 0        |
| VEHICLE ACCIDENT w/RESCUE  | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| TECHNICAL RESCUE           | 0         | 0         | 4         | 0         | 0         | 0         | 2         | 0         | 1         | 1         | 0        | 0        | 0          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            | 0        |
| POWERLINE EMERGENCIES      | 1         | 4         | 9         | 2         | 4         | 1         | 5         | 9         | 2         | 8         | 0        | 0        | 0          | 0        |
| TREES DOWN                 | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 1         | 0         | 0         | 0        | 0        | 0          | 0        |
| NATURAL/LPG GAS LEAK       | 2         | 0         | 3         | 3         | 1         | 2         | 1         | 1         | 1         | 4         | 0        | 0        | 0          | 0        |
| HAZ-MAT SPILL / LEAK       | 0         | 3         | 0         | 1         | 2         | 0         | 1         | 1         | 0         | 0         | 0        | 0        | 0          | 0        |
| CARBON MONOXIDE ALARM      | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| EMS FIRST RESPONDER        | 2         | 1         | 4         | 1         | 2         | 0         | 3         | 2         | 2         | 0         | 0        | 0        | 0          | 0        |
| EMS LIFT ASSIST            | 0         | 1         | 0         | 1         | 2         | 4         | 0         | 2         | 1         | 2         | 0        | 0        | 0          | 0        |
| LANDING ZONE SET-UP        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| FALSE ALARM BUSINESS       | 2         | 3         | 6         | 7         | 0         | 2         | 3         | 3         | 3         | 2         | 0        | 0        | 0          | 0        |
| FALSE ALARM RESIDENTIAL    | 7         | 0         | 3         | 0         | 1         | 2         | 2         | 1         | 1         | 0         | 0        | 0        | 0          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| TERRORISTIC/BOMB THREAT    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| FIRE / SMOKE INVESTIGATION | 3         | 4         | 0         | 4         | 4         | 2         | 5         | 3         | 4         | 3         | 0        | 0        | 32         | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| CONTROL BURN               | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| TRAFFIC CONTROL            | 0         | 0         | 1         | 1         | 0         | 0         | 0         | 0         | 1         | 0         | 0        | 0        | 3          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| AGENCY ASSIST              | 0         | 1         | 1         | 0         | 0         | 3         | 0         | 0         | 0         | 0         | 0        | 0        | 5          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| ARSON ARREST               | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                            |           |           |           |           |           |           |           |           |           |           |          |          |            |          |

## CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2022

Item 3.

| 2022                           | JAN       | FEB       | MAR       | APR       | MAY       | JUN       | JUL       | AUG       | SEP       | OCT       | NOV      | DEC      | YTD        | AVG      |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|------------|----------|
| <b>COUNTY CALLS</b>            | <b>22</b> | <b>16</b> | <b>26</b> | <b>21</b> | <b>17</b> | <b>16</b> | <b>12</b> | <b>18</b> | <b>12</b> | <b>23</b> | <b>0</b> | <b>0</b> | <b>183</b> | <b>0</b> |
| STRUCTURE FIRES:               | <b>0</b>  | <b>3</b>  | <b>2</b>  | <b>0</b>  | <b>1</b>  | <b>0</b>  | <b>0</b>  | <b>1</b>  | <b>1</b>  | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>   | <b>0</b> |
| Business                       | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| Residential                    | 0         | 3         | 2         | 0         | 1         | 1         | 1         | 1         | 1         | 0         | 0        | 0        | 0          | 0        |
| VEHICLE FIRES                  | 0         | 0         | 0         | 1         | 2         | 0         | 2         | 2         | 1         | 1         | 0        | 0        | 0          | 0        |
| GRASS / WOODS FIRES            | 15        | 7         | 14        | 6         | 5         | 7         | 4         | 8         | 6         | 12        | 0        | 0        | 0          | 0        |
| REFUSE / TRASH FIRE            | 0         | 0         | 1         | 0         | 0         | 1         | 0         | 0         | 0         | 1         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| VEHICLE ACCIDENT               | 5         | 3         | 3         | 5         | 3         | 5         | 3         | 3         | 1         | 6         | 0        | 0        | 0          | 0        |
| VEHICLE ACCIDENT w/Extrication | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| TECHNICAL RESCUE               | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| LANDING ZONE SET-UP            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| HAZ-MAT SPILL / LEAK           | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| POWERLINE EMERGENCIES          | 0         | 0         | 1         | 2         | 1         | 0         | 0         | 0         | 1         | 1         | 0        | 0        | 0          | 0        |
| TREES DOWN                     | 0         | 0         | 0         | 2         | 3         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| NATURAL/LPG GAS LEAK           | 0         | 0         | 0         | 1         | 0         | 0         | 1         | 0         | 1         | 0         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            | 0        |
| OIL/GAS WELL FIRE              | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| CARBON MONOXIDE ALARM          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| EMS FIRST RESPONDER            | 0         | 0         | 3         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
| EMS LIFT ASSIST                | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 2         | 0         | 0         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| FALSE ALARM BUSINESS           | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 1          | 0        |
| FALSE ALARM RESIDENTIAL        | 0         | 0         | 0         | 1         | 0         | 1         | 1         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          | 0        |            | 0        |
| TERRORISTIC THREAT             | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
| FIRE / SMOKE INVESTIGATION     | 1         | 2         | 2         | 2         | 1         | 1         | 0         | 2         | 0         | 0         | 0        | 0        | 0          | 0        |
| TRAFFIC CONTROL                | 1         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 2         | 0        | 0        | 0          | 0        |
| CONTROL BURN                   | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0          | 0        |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |
|                                |           |           |           |           |           |           |           |           |           |           |          |          |            |          |

## CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2022

Item 3.

| 2022                         | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     | SEP     | OCT     | NOV | DEC    | YTD    | AVG |
|------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----|--------|--------|-----|
| TOTAL CALLS                  | 47      | 43      | 66      | 52      | 44      | 35      | 41      | 50      | 34      | 53      | 0   | 0      | 465    | 0   |
| ACTIVE MEMBERS (PAID / VOL.) | 19      | 19      | 18      | 18      | 18      | 18      | 18      | 18      | 18      | 18      | 0   | 0      | 0      | 0   |
| PAYROLL                      | \$4,900 | \$4,900 | \$6,500 | \$4,600 | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$5,100 | \$0 | \$0    | \$0    | 0   |
| VOLUNTEER MAN HOURS          | 315     | 320     | 415     | 380     | 375     | 355     | 360     | 353     | 300     | 450     | 0   | 0      | 0      | 0   |
| COST PER MAN HOUR            | \$15.56 | \$15.21 | \$15.66 | \$12.11 | \$13.60 | \$14.36 | \$14.17 | \$14.47 | \$17.00 | \$11.33 | 0   | \$0.00 | \$0.00 | 0   |
| FIREFIGHTER INJURIES         | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0   | 0      | 0      | 0   |
| FIREFIGHTER FATALITIES       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0   | 0      | 0      | 0   |
| CIVILIAN INJURIES            | 0       | 0       | 1       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0   | 0      | 0      | 0   |
| CIVILIAN FATALITIES          | 0       | 0       | 0       | 1       | 1       | 0       | 0       | 0       | 0       | 0       | 0   | 0      | 0      | 0   |
| MUTUAL AID GIVEN             | 12      | 4       | 14      | 3       | 1       | 4       | 7       | 3       | 3       | 5       | 0   | 0      | 0      | 0   |
| MUTUAL AID RECEIVED          | 1       | 4       | 0       | 4       | 1       | 1       | 0       | 5       | 2       | 3       | 0   | 0      | 0      | 0   |
| OUT OF COUNTY CALLS          | 1       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0   | 0      | 0      | 0   |

Notes:

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## ORDINANCE NO. O-12-22

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A  
STATE INFRASTRUCTURE BANK LOAN AGREEMENT; APPROVING THE  
LEVY OF A TAX IN PAYMENT OBLIGATIONS THEREUNDER; AND  
APPROVING CERTAIN MATTERS RELATED THERETO

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

WHEREAS, the Texas Legislature established the State Infrastructure Bank (“SIB”) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (the “Commission”) (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the City of Crockett, Texas (the “City”) is developing projects in Houston County, Texas for utility relocation and construction for non-tolled off-system projects to improve up 11 roadways, identified as CSJ #s 0911-28-066, 0911-28-067, 0911-28-068, 0911-28-069, 0911-28-070, 0911-28-071, 0911-28-072, 0911-28-073, 0911-28-074, 0911-28-075, 0911-28-076, 0911-28-77 (collectively, the “Project”). The City is providing the actual cost of utility relocation and construction necessary for the Project; and

WHEREAS, the City is a public entity in Texas (the “State”) and is authorized by law to construct, maintain, or finance the construction of the Project, may borrow money from the SIB under Texas Transportation Code (the “Code”) §222.0745 for that purpose, and is authorized to levy taxes or otherwise provide for sufficient funds to repay the SIB loan; and

WHEREAS, in accordance with 43 Texas Administrative Code (“TAC”) §6.23, the City submitted an application to the Texas Department of Transportation (the “Department”) seeking to borrow Six Million Dollars (\$6,000,000) from the SIB to pay for City’s actual cost of the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the Statewide Long-Range Transportation Plan; (2) the Project is not in a Clean Air Act non-attainment area; (3) the Project will improve the efficiency of the State’s transportation systems; (4) the Project will expand the availability of funding for transportation Project or reduce direct State costs; and (5) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, the City passed Resolution No. R-05-22 on May 2, 2022, authorizing the SIB loan application in the amount of up to Six Million Dollars (\$6,000,000); and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Commission, in Minute Order No. 116333 dated September 22, 2022, and

Minute Order No. 116355 dated October 27, 2022, granted preliminary and final approval of the application from the City to borrow up to Six Million Dollars (\$6,000,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the City to finance the City's actual cost of the Project; and

WHEREAS, the City now wishes to approve the SIB Loan Agreement in substantially the form attached hereto as Exhibit A, which is attached hereto and incorporated herein for all purposes, to evidence the loan to finance the Project.

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

Section 1. That the terms defined in the recitals to this Ordinance are true and correct and are incorporated herein for all purposes.

Section 2. The City is authorized by law to construct, maintain, or finance the construction of the Project and to borrow money from the SIB for such purposes. The City is further authorized to levy ad valorem taxes to provide sufficient funds for the payment of the SIB loan as described in the SIB Loan Agreement, and City Council hereby authorizes and approves the levy of ad valorem taxes for such purpose as described in the SIB Loan Agreement.

Section 3. That the Mayor of the City is hereby authorized and directed, for and on behalf of the City Council, to approve and execute the SIB Loan Agreement, which shall be in substantially the form attached hereto as Exhibit A with such changes as are approved by the Mayor. The Mayor's approval of the final terms shall be conclusively evidenced by the execution and delivery of the SIB Loan Agreement. The City Secretary is hereby authorized and directed, for and on behalf of the City, to attest the SIB Loan Agreement.

Section 4. That the Mayor, the City Administrator and the City Secretary are hereby authorized to take all action necessary or desirable to carry out, give effect to, and consummate the transactions contemplated by this Ordinance and the SIB Loan Agreement, including without limitation the execution of agreements and certificates required in connection with the closing of the SIB Loan Agreement, the payment of the principal and interest due under the SIB Loan Agreement, and the payment of fees and expenses associated with the preparation and approval the SIB Loan Agreement.

Section 5. That this Ordinance shall take effect and be in full force and effect upon and after its passage.

(SIGNATURE PAGE FOLLOWS)

PASSED, APPROVED, AND EFFECTIVE THIS 5<sup>th</sup> DAY OF DECEMBER, 2022.

---

Dr. Ianthia Fisher, Mayor  
City of Crockett, Texas

ATTEST:

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Mitzi Stefka, City Secretary  
City of Crockett, Texas

[SEAL]

Exhibit A: Form of State Infrastructure Bank Loan Agreement

**Exhibit A**  
**Form of State Infrastructure Bank Loan Agreement**

**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 5<sup>th</sup> day of December, 2022, and the roll was called of the duly constituted officers and members of said City Council, to wit:

|                    |  |
|--------------------|--|
| Dr. Ianthia Fisher | Mayor  |
| Gene Caldwell      | Council Member, Precinct 1                   |
| Darrell Jay Jones  | Council Member, Precinct 2                   |
| Ernest Jackson     | Council Member, Precinct 3                   |
| Marquita Beasley   | Council Member, Precinct 4                   |
| Mike Marsh         | Mayor Pro Tem and Council Member, Precinct 5 |

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. O-12-22

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A  
STATE INFRASTRUCTURE BANK LOAN AGREEMENT; APPROVING THE  
LEVY OF A TAX IN PAYMENT OBLIGATIONS THEREUNDER; AND  
APPROVING CERTAIN MATTERS RELATED 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 said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said 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 said City Council as indicated therein; that each of the officers and members of said 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.

SIGNED AND SEALED this 5<sup>th</sup> day of December, 2022.

[SEAL]

---

Mitzi Stefka, City Secretary  
City of Crockett, Texas

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071;  
0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

### STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of Crockett, Texas (Borrower), a political subdivision of the State of Texas, located in Houston County, Texas.

#### WITNESSETH

**WHEREAS**, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation Project, and reduce state costs; and

**WHEREAS**, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

**WHEREAS**, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

**WHEREAS**, the Borrower is the developing Project in Houston County, Texas for utility relocation and construction for non-tolled off-system projects to improve up to eleven (11) roadways, identified as CSJ #'s 0911-28-066,0911-28-067,0911-28-068,0911-28-069,0911-28-070,0911-28-071,0911-28-072,0911-28-073,0911-28-074,0911-28-075,0911-28-076,0911-28-077 (collectively, the Project). The Borrower is providing the actual cost of utility relocation and construction necessary for the Project; and

**WHEREAS**, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the construction of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

**WHEREAS**, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Six Million Dollars (\$6,000,000) from the SIB to pay for Borrower's actual cost of the Project; and

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071; 0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

**WHEREAS**, In accordance with 43 Texas Administrative Code (TAC) §6.32(c)(2): (1) the Project are consistent with the Statewide Long-Range Transportation Plan; (2) the Project are not in a Clean Air Act non-attainment area; (3) the Project will improve the efficiency of the State’s transportation systems; (4) the Project will expand the availability of funding for transportation Project or reduce direct State costs; and (5) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

**WHEREAS**, the Borrower passed Resolution No. R-05-22 on May 2, 2022, authorizing the SIB loan application in the amount of up to Six Million Dollars (\$6,000,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

**WHEREAS**, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

**WHEREAS**, the Texas Transportation Commission, in Minute Order No. 116333 dated September 22, 2022, and Minute Order No. 116355 dated October 27, 2022, attached hereto as **Exhibit B**, granted preliminary and final approval of the application from the Borrower to borrow up to Six Million Dollars (\$6,000,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower’s actual cost of the Project; and

**WHEREAS**, the Borrower also passed Ordinance No. [REDACTED] on December 5, 2022, authorizing the Borrower’s Mayor to enter into this Agreement for a loan in the amount of Six Million Dollars (\$6,000,000), attached hereto as **Exhibit C**; and

**WHEREAS**, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

**WHEREAS**, the Department has determined that the money in the SIB to be used to make the loan is “secondary funds” and “financial assistance from other than general obligation bond proceeds,” as those terms are used in 43 TAC Chapter 6; and

**WHEREAS**, the Borrower will repay the loan with funds other than federal funds.

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NOW, THEREFORE, the Department and the Borrower agree as follows:

AGREEMENT

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Six Million Dollars (\$6,000,000) from the SIB (SIB Loan) to finance the Borrower’s actual cost of the Project.

B. SIB Loan Disbursement. On December 12, 2022 (Deposit Date), the Department will transfer the amount of Six Million Dollars (\$6,000,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Prosperity Bank, located in Crockett, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower’s actual cost of the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to changes its depository bank or investment fund, the Borrower shall obtain the Department’s approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower’s ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower’s jurisdiction for each year while any of the SIB Loan

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is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the lawfully available funds shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

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D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty (20) years, with a final maturity date of August 15, 2042, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2025, and on each August 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall not bear interest from the Deposit Date as shown on **Exhibit D** until January 1, 2023. Beginning January 1, 2023, the SIB Loan shall bear interest at the rate of 2.56% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on August 15, 2023, and on each February 15 and August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to

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pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

## Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Project. The Borrower is responsible to fund the actual costs of construction and relocating utilities necessary for the construction of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such construction and utility relocation necessary for the construction of the Project.

## Article 3. Project Responsibilities for Federally-Funded Project

A. The SIB Loan Proceeds are “secondary funds” and “financial assistance from other than general obligation bond proceeds,” as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The

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Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project are performed in compliance with all applicable laws, regulations, and policies.

C. All plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

D. All design plans for the Project must be submitted to the Department for review and approval to ensure compliance with Article 3.C.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

#### **Article 4. Project Accounting; Filing of Reports; Retention of Records**

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's actual cost of the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report). The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The

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audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

C. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

D. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project are completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

E. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

F. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for the Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

## **Article 5. Default**

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this

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Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

#### **Article 6. Borrower Solely Responsible**

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

#### **Article 7. Termination**

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071; 0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

|  |  |
|--|--|
| <b>Texas Transportation Commission:</b><br>Texas Department of Transportation<br>Attn: Project Finance, Debt & Strategic Contracts Division<br>SIB Administration<br>125 East 11 <sup>th</sup> Street<br>Austin, TX 78701-2483<br>TexasSIB@txdot.gov | <b>Borrower:</b><br>City of Crockett<br>Attn: City Administrator<br>200 N. Firth Street<br>Crockett, Texas 75835<br>angersteinj@crocketttxas.org |
|--|--|

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower’s obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071;  
0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

## **Article 12. Relationship of the Parties**

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

## **Article 13. Interpretation**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

## **Article 14. Signatory Authority**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

## **Article 15. Taxable Obligations**

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

**IN WITNESS WHEREOF**, the Department and the Borrower have executed duplicate counterparts of this Agreement.

**\*\*\*SIGNATURE PAGES FOLLOW\*\*\***

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071;  
0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

## CITY OF CROCKETT

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

Dr. Ianthia Fisher  
Mayor  
City of Crockett

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

## TEXAS DEPARTMENT OF TRANSPORTATION

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

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

Benjamin H. Asher  
Project Finance, Debt & Strategic Contracts Division Director  
Texas Department of Transportation

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

EXECUTION PAGE: SIB #S2022-008-01-01

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071;  
0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

## EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

DRAFT

**RESOLUTION NO. R-05-22**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ACT ON BEHALF OF THE CITY OF CROCKETT, TEXAS IN ALL MATTERS RELATING TO THE APPLICATION**

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of Crockett, Texas (the "City") deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to \$6,000,000 be used for the design, construction, acquisition, and equipment of qualifying projects, including major collector roads, minor arterial roads, and utility relocations and the costs of professional services related thereto; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose;

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

Section 1. The definitions of terms contained in the Recitals to this Resolution are hereby incorporated and made part of this Resolution.

Section 2. The City Council of the City (the "City Council") adopts the findings and recitations set out in the Recitals to this Resolution and finds them to be true and correct.

Section 3. That the City Council believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to \$6,000,000 to finance design, construction, acquisition, and equipment of qualifying projects, including major collector roads, minor arterial roads, and utility relocations and the costs of professional services related thereto.

Section 4. That the City hereby authorizes the Mayor to execute an application for financial assistance from the State Infrastructure Bank, in substantially the form attached hereto as Exhibit A with such changes are approved by the Mayor, and to submit the application to the Texas Department of Transportation for consideration.

Section 5. That the City hereby authorizes the Mayor and the City Administrator, or their designees, take such action as may be necessary or desirable to make application for financial assistance from the State Infrastructure Bank with the Texas Department of Transportation and to carry out and give effect to the provisions of this Resolution.

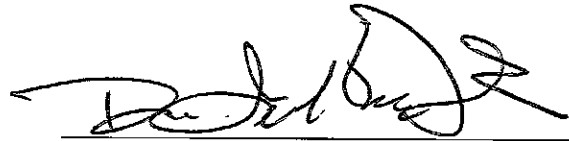
Section 6. That the application to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

DRAFT

PASSED, APPROVED, AND RESOLVED this May 2, 2022.

City of Crockett, Texas City Council


By:



Name: Dr. Janthia Fisher

Title: Mayor

ATTEST:

  
Mitzi Stefka, City Secretary

[SEAL]

DRAFT

Attachment: SIB Loan Application

# CERTIFICATE FOR RESOLUTION

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 2nd day of May, 2022, 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  |
| Gene Caldwell      | Council Member, Precinct 1                   |
| Darrell Jay Jones  | Council Member, Precinct 2                   |
| Ernest Jackson     | Council Member, Precinct 3                   |
| Marquita Beasley   | Council Member, Precinct 4                   |
| Mike Marsh         | Mayor Pro Tem and Council Member, Precinct 5 |

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

## **RESOLUTION NO. R-05-22**

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ACT ON BEHALF OF THE CITY OF CROCKETT, TEXAS IN ALL MATTERS RELATING TO THE APPLICATION

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

4 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 resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said 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 resolution 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.

SIGNED AND SEALED this 2nd day of May, 2022.

[SEAL]

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

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071;  
0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

## EXHIBIT B

### TEXAS TRANSPORTATION COMMISSION MINUTE ORDERS

DRAFT

## TEXAS TRANSPORTATION COMMISSION

Houston County

## MINUTE ORDER

Page 1 of 2

Lufkin District

City of Crockett (City) has submitted an application for financial assistance in the form of a loan of up to \$6,000,000 from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). The application satisfies all requirements of the rules, including passage by City of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. The City intends to use the financial assistance to pay for the City's costs of utility relocation and construction necessary for non-tolled, off-system projects involving up to eleven (11) projects with limits outlined in Exhibit A in Houston County, Texas (project).

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

The City has proposed a pledge of ad valorem tax revenue as security for repayment of the loan.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than \$10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application.

The executive director or his designee implemented actions authorized and required by the SIB Rules for preliminary approval. The executive director recommends that the commission grant preliminary approval of the City's application for financial assistance from the SIB.

In accordance with the SIB Rules, the commission finds that:

1. the project is consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization;
2. the project is not in Clean Air Act non-attainment area;
3. the project will improve the efficiency of the state's transportation systems;
4. the project will expand the availability of funding for transportation projects or reduce direct state costs; and
5. the application shows that City is likely to have sufficient revenues to assure repayment of the financial assistance.

## TEXAS TRANSPORTATION COMMISSION

Houston County

## MINUTE ORDER

Page 2 of 2

Lufkin District

IT IS THEREFORE DETERMINED AND ORDERED by the commission that the application submitted by the City for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants preliminary approval of the City's application for a SIB loan in an amount not to exceed \$6,000,000 to pay the City's costs of utility relocation and construction necessary for the non-tolled, off-system projects.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to commence negotiations and other actions with the City authorized and required by its rules.

DRAFT

Submitted and reviewed by:

DocuSigned by:

*Benjamin Asher*

E40416FC26E4474...

Director, Project Finance,  
Debt & Strategic Contracts Division

Recommended by:

DocuSigned by:

*Madeline Willis*

0E1B35AE191749E...

Executive Director

116333 September 22, 2022

Minute  
Number

Date  
Passed

City of Crockett Projects  
State Infrastructure Bank Loan

| Roadway                       | From                                   | To                                    |
|-------------------------------|--|---------------------------------------|
| MLK                           | W. Bell Avenue                         | State Loop 304                        |
| West Houston                  | Railroad Tracks                        | S. Durrett Drive                      |
| E. Bell Avenue                | South 4 <sup>th</sup> Street           | Brazos Street                         |
| Cedar Street                  | W. Goliad Avenue (SH 21 W)             | W. Bell Avenue                        |
| North Grace Street            | E. Houston Avenue (SH 21 E)            | 970 LF North of E. San Jacinto Avenue |
| South Grace Street            | E. Houston Avenue (SH 21 E)            | E. Goliad Avenue (SH 7 E)             |
| South 10 <sup>th</sup> Street | E. Goliad Avenue (SH 7 E)              | E. Bowie Avenue (US 287)              |
| South 7 <sup>th</sup> Street  | E. Goliad Avenue (SH 7 E)              | E. Bowie Avenue (US 287)              |
| Clark Avenue                  | South 7 <sup>th</sup> Street           | South 10 <sup>th</sup> Street         |
| E. San Jacinto Avenue         | North 6 <sup>th</sup> Street (FM 2022) | N. Grace Street                       |
| North 10 <sup>th</sup> Street | E. San Jacinto Avenue                  | Monroe Street                         |

## TEXAS TRANSPORTATION COMMISSION

Houston County

## MINUTE ORDER

Page 1 of 2

Lufkin District

City of Crockett (City) has submitted an application for financial assistance in the form of a loan of up to \$6,000,000 from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). The application satisfies all requirements of the rules, including passage by City of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. The City intends to use the financial assistance to pay for the City's costs of utility relocation and construction necessary for non-tolled, off-system projects involving up to eleven (11) projects with limits outlined in Exhibit A in Houston County, Texas (project).

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

The City has proposed a pledge of ad valorem tax revenue as security for repayment of the loan.

In Minute Order No. 116333, dated September 22, 2022, the commission granted preliminary approval of the City's application and, in accordance with the SIB Rules, found that: (1) the project is consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization; (2) the project is not in a Clean Air non-attainment area; (3) the project will improve the efficiency of the state's transportation systems; (4) the project will expand the availability of funding for transportation projects or reduce direct state costs; and (5) the application shows that the City is likely to have sufficient revenues to assure repayment of the financial assistance.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in the Term Sheet attached hereto as Exhibit B.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director affirms that the necessary social, economic, and environmental impact studies have been completed and approved by the department. The executive director recommends that the commission grant final approval of the City's application for financial assistance from the SIB.

In accordance with the SIB Rules, the commission finds that providing financial assistance will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB, and the project will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that the application submitted by the City for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the City's application for a SIB loan under the terms in the Term Sheet attached hereto as Exhibit B in an amount not to exceed \$6,000,000 to pay the costs of utility relocation and construction necessary for the non-tolled, off-system projects.

## TEXAS TRANSPORTATION COMMISSION

Houston County

## MINUTE ORDER

Page 2 of 2

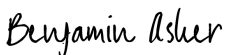
Lufkin District

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into a financial assistance agreement with the City which complies with the SIB Rules and which contains the terms in the Term Sheet attached hereto as Exhibit B.

DRAFT

Submitted and reviewed by:

DocuSigned by:



E40115FC38E4474...  
Director, Project Finance,  
Debt & Strategic Contracts Division

Recommended by:

DocuSigned by:



0E1B35AE191748E...  
Executive Director

116355 October 27, 2022

Minute  
Number

Date  
Passed

City of Crockett Projects  
State Infrastructure Bank Loan

| Roadway                       | From                                   | To                                    |
|-------------------------------|--|---------------------------------------|
| MLK                           | W. Bell Avenue                         | State Loop 304                        |
| West Houston                  | Railroad Tracks                        | S. Durrett Drive                      |
| E. Bell Avenue                | South 4 <sup>th</sup> Street           | Brazos Street                         |
| Cedar Street                  | W. Goliad Avenue (SH 21 W)             | W. Bell Avenue                        |
| North Grace Street            | E. Houston Avenue (SH 21 E)            | 970 LF North of E. San Jacinto Avenue |
| South Grace Street            | E. Houston Avenue (SH 21 E)            | E. Goliad Avenue (SH 7 E)             |
| South 10 <sup>th</sup> Street | E. Goliad Avenue (SH 7 E)              | E. Bowie Avenue (US 287)              |
| South 7 <sup>th</sup> Street  | E. Goliad Avenue (SH 7 E)              | E. Bowie Avenue (US 287)              |
| Clark Avenue                  | South 7 <sup>th</sup> Street           | South 10 <sup>th</sup> Street         |
| E. San Jacinto Avenue         | North 6 <sup>th</sup> Street (FM 2022) | N. Grace Street                       |
| North 10 <sup>th</sup> Street | E. San Jacinto Avenue                  | Monroe Street                         |

City of Crockett Term Sheet  
State Infrastructure Bank Loan

| Loan Provisions      | Negotiated Terms  |
|----------------------|---|
| Project Description: | Costs associated with utility relocation and construction necessary for non-tolled, off-system projects involving up to eleven (11) projects with limits outlined in Exhibit A in Houston County.   |
| Interest Rates:      | 2.56%; 0% until January 1, 2023   |
| Fees:                | Not Applicable  |
| Charges:             | Not Applicable  |
| Term to Maturity:    | 20 years  |
| Pledged Collateral:  | Ad valorem taxes  |
| Default Provisions:  | <p>A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.</p> <p>B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.</p> |
| Special Conditions:  | Design documents for each project must be reviewed and approved by the Department as required under the financial assistance agreement.   |

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071;  
0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

DRAFT

CSJ #0911-28-066; 0911-28-067; 0911-28-068; 0911-28-069; 0911-28-070; 0911-28-071;  
0911-28-072; 0911-28-073; 0911-28-074; 0911-28-075; 0911-28-076; 0911-28-077

## EXHIBIT D

### AMORTIZATION SCHEDULE

DRAFT

# LOAN SCHEDULE REPORT

# EXHIBIT D - AMORTIZATION SCHEDULE

Item 4.

Loan Schedule for Crockett S2022-008-01

| Term Number | Date       | Loan Rate | Start Balance  | Disbursement   | Payment Due Amount | Principal Payment | Interest Payment | Interest Capitalized | End Balance    |
|-------------|------------|-----------|----------------|----------------|--------------------|-------------------|------------------|----------------------|----------------|
| 1           | 12/12/2022 | 0.00%     | \$0.00         | \$6,000,000.00 | \$0.00             | \$0.00            | \$0.00           | \$0.00               | \$6,000,000.00 |
| 2           | 1/1/2023   | 0.00%     | \$6,000,000.00 | \$0.00         | \$0.00             | \$0.00            | \$0.00           | \$0.00               | \$6,000,000.00 |
| 3           | 8/15/2023  | 2.56%     | \$6,000,000.00 | \$0.00         | \$95,573.33        | \$0.00            | \$95,573.33      | \$0.00               | \$6,000,000.00 |
| 4           | 2/15/2024  | 2.56%     | \$6,000,000.00 | \$0.00         | \$76,800.00        | \$0.00            | \$76,800.00      | \$0.00               | \$6,000,000.00 |
| 5           | 8/15/2024  | 2.56%     | \$6,000,000.00 | \$0.00         | \$76,800.00        | \$0.00            | \$76,800.00      | \$0.00               | \$6,000,000.00 |
| 6           | 2/15/2025  | 2.56%     | \$6,000,000.00 | \$0.00         | \$76,800.00        | \$0.00            | \$76,800.00      | \$0.00               | \$6,000,000.00 |
| 7           | 8/15/2025  | 2.56%     | \$6,000,000.00 | \$0.00         | \$341,800.00       | \$265,000.00      | \$76,800.00      | \$0.00               | \$5,735,000.00 |
| 8           | 2/15/2026  | 2.56%     | \$5,735,000.00 | \$0.00         | \$73,408.00        | \$0.00            | \$73,408.00      | \$0.00               | \$5,735,000.00 |
| 9           | 8/15/2026  | 2.56%     | \$5,735,000.00 | \$0.00         | \$348,408.00       | \$275,000.00      | \$73,408.00      | \$0.00               | \$5,460,000.00 |
| 10          | 2/15/2027  | 2.56%     | \$5,460,000.00 | \$0.00         | \$69,888.00        | \$0.00            | \$69,888.00      | \$0.00               | \$5,460,000.00 |
| 11          | 8/15/2027  | 2.56%     | \$5,460,000.00 | \$0.00         | \$349,888.00       | \$280,000.00      | \$69,888.00      | \$0.00               | \$5,180,000.00 |
| 12          | 2/15/2028  | 2.56%     | \$5,180,000.00 | \$0.00         | \$66,304.00        | \$0.00            | \$66,304.00      | \$0.00               | \$5,180,000.00 |
| 13          | 8/15/2028  | 2.56%     | \$5,180,000.00 | \$0.00         | \$356,304.00       | \$290,000.00      | \$66,304.00      | \$0.00               | \$4,890,000.00 |
| 14          | 2/15/2029  | 2.56%     | \$4,890,000.00 | \$0.00         | \$62,592.00        | \$0.00            | \$62,592.00      | \$0.00               | \$4,890,000.00 |
| 15          | 8/15/2029  | 2.56%     | \$4,890,000.00 | \$0.00         | \$357,592.00       | \$295,000.00      | \$62,592.00      | \$0.00               | \$4,595,000.00 |
| 16          | 2/15/2030  | 2.56%     | \$4,595,000.00 | \$0.00         | \$58,816.00        | \$0.00            | \$58,816.00      | \$0.00               | \$4,595,000.00 |
| 17          | 8/15/2030  | 2.56%     | \$4,595,000.00 | \$0.00         | \$358,816.00       | \$300,000.00      | \$58,816.00      | \$0.00               | \$4,295,000.00 |
| 18          | 2/15/2031  | 2.56%     | \$4,295,000.00 | \$0.00         | \$54,976.00        | \$0.00            | \$54,976.00      | \$0.00               | \$4,295,000.00 |
| 19          | 8/15/2031  | 2.56%     | \$4,295,000.00 | \$0.00         | \$364,976.00       | \$310,000.00      | \$54,976.00      | \$0.00               | \$3,985,000.00 |
| 20          | 2/15/2032  | 2.56%     | \$3,985,000.00 | \$0.00         | \$51,008.00        | \$0.00            | \$51,008.00      | \$0.00               | \$3,985,000.00 |

# LOAN SCHEDULE REPORT

Item 4.

Loan Schedule for Crockett S2022-008-01

| Term Number | Date      | Loan Rate | Start Balance  | Disbursement | Payment Due Amount | Principal Payment | Interest Payment | Interest Capitalized | End Balance    |
|-------------|-----------|-----------|----------------|--------------|--------------------|-------------------|------------------|----------------------|----------------|
| 21          | 8/15/2032 | 2.56%     | \$3,985,000.00 | \$0.00       | \$371,008.00       | \$320,000.00      | \$51,008.00      | \$0.00               | \$3,665,000.00 |
| 22          | 2/15/2033 | 2.56%     | \$3,665,000.00 | \$0.00       | \$46,912.00        | \$0.00            | \$46,912.00      | \$0.00               | \$3,665,000.00 |
| 23          | 8/15/2033 | 2.56%     | \$3,665,000.00 | \$0.00       | \$371,912.00       | \$325,000.00      | \$46,912.00      | \$0.00               | \$3,340,000.00 |
| 24          | 2/15/2034 | 2.56%     | \$3,340,000.00 | \$0.00       | \$42,752.00        | \$0.00            | \$42,752.00      | \$0.00               | \$3,340,000.00 |
| 25          | 8/15/2034 | 2.56%     | \$3,340,000.00 | \$0.00       | \$377,752.00       | \$335,000.00      | \$42,752.00      | \$0.00               | \$3,005,000.00 |
| 26          | 2/15/2035 | 2.56%     | \$3,005,000.00 | \$0.00       | \$38,464.00        | \$0.00            | \$38,464.00      | \$0.00               | \$3,005,000.00 |
| 27          | 8/15/2035 | 2.56%     | \$3,005,000.00 | \$0.00       | \$383,464.00       | \$345,000.00      | \$38,464.00      | \$0.00               | \$2,660,000.00 |
| 28          | 2/15/2036 | 2.56%     | \$2,660,000.00 | \$0.00       | \$34,048.00        | \$0.00            | \$34,048.00      | \$0.00               | \$2,660,000.00 |
| 29          | 8/15/2036 | 2.56%     | \$2,660,000.00 | \$0.00       | \$384,048.00       | \$350,000.00      | \$34,048.00      | \$0.00               | \$2,310,000.00 |
| 30          | 2/15/2037 | 2.56%     | \$2,310,000.00 | \$0.00       | \$29,568.00        | \$0.00            | \$29,568.00      | \$0.00               | \$2,310,000.00 |
| 31          | 8/15/2037 | 2.56%     | \$2,310,000.00 | \$0.00       | \$389,568.00       | \$360,000.00      | \$29,568.00      | \$0.00               | \$1,950,000.00 |
| 32          | 2/15/2038 | 2.56%     | \$1,950,000.00 | \$0.00       | \$24,960.00        | \$0.00            | \$24,960.00      | \$0.00               | \$1,950,000.00 |
| 33          | 8/15/2038 | 2.56%     | \$1,950,000.00 | \$0.00       | \$394,960.00       | \$370,000.00      | \$24,960.00      | \$0.00               | \$1,580,000.00 |
| 34          | 2/15/2039 | 2.56%     | \$1,580,000.00 | \$0.00       | \$20,224.00        | \$0.00            | \$20,224.00      | \$0.00               | \$1,580,000.00 |
| 35          | 8/15/2039 | 2.56%     | \$1,580,000.00 | \$0.00       | \$400,224.00       | \$380,000.00      | \$20,224.00      | \$0.00               | \$1,200,000.00 |
| 36          | 2/15/2040 | 2.56%     | \$1,200,000.00 | \$0.00       | \$15,360.00        | \$0.00            | \$15,360.00      | \$0.00               | \$1,200,000.00 |
| 37          | 8/15/2040 | 2.56%     | \$1,200,000.00 | \$0.00       | \$405,360.00       | \$390,000.00      | \$15,360.00      | \$0.00               | \$810,000.00   |
| 38          | 2/15/2041 | 2.56%     | \$810,000.00   | \$0.00       | \$10,368.00        | \$0.00            | \$10,368.00      | \$0.00               | \$810,000.00   |
| 39          | 8/15/2041 | 2.56%     | \$810,000.00   | \$0.00       | \$410,368.00       | \$400,000.00      | \$10,368.00      | \$0.00               | \$410,000.00   |
| 40          | 2/15/2042 | 2.56%     | \$410,000.00   | \$0.00       | \$5,248.00         | \$0.00            | \$5,248.00       | \$0.00               | \$410,000.00   |
| 41          | 8/15/2042 | 2.56%     | \$410,000.00   | \$0.00       | \$415,248.00       | \$410,000.00      | \$5,248.00       | \$0.00               | \$0.00         |

# City of Crockett

## Personnel Policy and Procedure Manual

**DRAFT REVISION - PD 5.02**

Item 5.

**Chapter: Separation and Rehire Status**  
**Policy: Exit Process**

**Effective Date: mm/dd/yyyy**  
**Page 1 of 4**  
**Replaces: 01/01/2022 - New**

### **Policy.**

The City Secretary coordinates the exit process for employees separating employment from the City of Crockett (City). During the exit process, the City Secretary informs the employee of his responsibility to return City resources and provides the employee with information regarding final pay and various benefits, including disposition of leave balances.

### **Definitions.**

“Last Duty Day” is the last day that an employee:

- Is physically performing his job duties; or
- Uses leave for a reason other than the sole purpose of:
  - exhausting available leave balances after notice of employment separation; or
  - having a payroll termination date that coincides with the last calendar day of a payroll period.

“Payroll Termination Date” is the last day an employee is on City payroll.

### **Procedures.**

#### **I. Minimum Notice of Voluntary Separation.**

An employee who is voluntarily separating from employment should notify his supervisor of his intent to separate employment at least two weeks before the employee’s last duty day. Failure to do so will result in an employee’s forfeiture of payment for any accrued vacation leave.

#### **II. Supervisor’s Responsibility.**

The supervisor of an employee who is voluntarily separating employment must:

- A. notify the appropriate administrator and City Secretary as soon as possible after becoming aware of the employee’s intent to separate employment;
- B. ask the employee to complete an Employee Resignation Notice, PERS 5.02-A, or to email a resignation notice to the supervisor;
- C. provide the completed PERS 5.02-A form or forward the resignation notice email to the City Secretary on the same day of receipt; and
- D. obtain a date and time for the employee to participate in an in-person exit process with the City Secretary or notify the City Secretary that the employee is not available to participate in person.

## III. Leave Benefits.

## A. General Provisions.

1. The City Secretary will determine an employee's payroll termination date and payable leave balances.
2. An employee may not remain on the payroll and exhaust available leave if the employee is:
  - a. separating employment due to disciplinary termination; or
  - b. resigning:
    - (1) in lieu of disciplinary termination;
    - (2) while under investigation for misconduct; or
    - (3) while awaiting a determination of disciplinary action.
3. The appropriate administrator may allow an employee to remain on the payroll after his last duty day for the sole purpose of exhausting available leave ***up to the last workday within the same month as the employee's last duty day***. In such a case, the following provisions apply until the employee's payroll termination date:
  - a. The employee still receives the following compensation and benefits:
    - (1) paid holidays;
    - (2) paid leave for jury duty;
    - (3) insurance benefits (in accordance with rules governing the group benefits program); and
    - (4) a salary increase resulting from a job classification salary group reallocation or an across-the-board cost-of-living salary increase that takes effect before the employee's payroll termination date.
  - b. The employee does not accrue and may not use sick leave.
  - c. The employee does not accrue vacation leave.
  - d. The employee must exhaust leave in the following order:
    - (1) other compensatory time (includes accrued holiday and administrative leave);
    - (2) vacation leave;
    - (3) FLSA compensatory time.
4. The employee will not receive payment for unused other compensatory leave (includes holiday and administrative leave) or sick leave remaining after his payroll termination date.

5. Any lump-sum payments for accrued FLSA compensatory leave or vacation leave received per the following procedures are generally received within 30 days of the payroll termination date.

B. Lump-Sum Payment for FLSA Compensatory Leave.

After the payroll termination date, the employee receives payment for any remaining FLSA compensatory leave (overtime) balance.

1. If an employee resigns from employment, the employee will receive a lump-sum payment for his FLSA compensatory leave balance based on his current rate of pay.
2. If the City terminates an employee's employment, the employee will receive a lump sum payment based on whichever of the following rates of compensation is the higher rate:
  - (a) the average regular rate received by the employee during the last three (3) years of the employee's employment; or
  - (b) the final regular rate received by such employee.

C. Lump-Sum Payment for Vacation Leave.

1. An employee who provides less than a two-week separation notice, resigns in lieu of disciplinary termination, or is involuntarily terminated for any reason is not eligible to receive a lump-sum payment for available vacation leave.
2. An employee who is eligible for a lump-sum payment for available vacation leave may only receive a payment for up to 240 hours of vacation leave, even if the employee's maximum annual carryover for vacation hours exceeds 240 hours. allowed for the employee (same as the maximum amount of vacation leave that an employee is allowed to carry over into a new calendar year).
3. The available vacation leave does not include vacation hours accrued but not available for use because the employee has not been continuously employed for 90 days after hire or rehire.

D. Retirement through Texas Municipal League Retirement System (TMRS).

The effective date of retirement must be the last day of a calendar month. If an employee plans to retire, he should notify the City Secretary to ensure that he does not remain on payroll in the calendar month after the intended retirement date.

*Note: TMRS will cancel an employee's application to retire if the employee is reported on the City's payroll in the calendar month after the intended retirement date.*

E. Reduction in Force (RIF).

If the employee's separation is due to a RIF, the City will restore his available sick leave at the time of separation if he is reemployed by the City within 12 months after the end of the month in which the payroll termination date occurs. The available sick leave excludes any hours donated to the sick leave pool.

# City of Crockett

## Personnel Policy and Procedure Manual

**DRAFT** PD 6.03

Item 5.

**Chapter: Leave Benefits**  
**Policy: Vacation Leave**

**Effective Date: mm/dd/yyyy**  
**Page 1 of 2**  
**Replaces: 01/01/2022 New**

### **Policy.**

A City of Crockett (City) full-time employee accrues vacation leave in accordance with the provisions of this policy. An employee is not eligible to use accrued vacation leave until after he has been continuously employed for 90 calendar days after hire or rehire. A part-time employee does not accrue vacation leave.

### **Additional Resources.**

PD-6.01, Use of Leave Benefits, allows an employee to choose the order in which available paid leave balances are used while taking leave for vacation purposes, with certain restrictions.

### **Procedures.**

- I. Vacation Leave Accrual and Carryover.
  - A. Vacation leave accrual rates are based on total current service with the City as indicated in the schedule established by this policy.
  - B. An employee accrues vacation leave at the applicable rate at the end of each eligible pay period during which the employee was an active City employee. An employee's accrual of vacation leave ends on his last duty day (see PD-5.02, Exit Process).
  - C. An employee who is in an unpaid leave status for more than half of his regularly scheduled workdays within a pay period will not accrue vacation leave for that pay period.
  - D. An employee's unused vacation leave may carry over from one calendar year to the next subject to the maximum carryover limit indicated in the schedule established by this policy. of 240 hours.
  - E. If an employee was hired on the first workday of a month, the employee's increase in vacation leave accrual will be effective on the first calendar day of the employee's anniversary month. Otherwise, the increased accrual begins on the first calendar day of the following month.

- F. The following is the schedule of vacation leave accrual rates.

| Schedule of Vacation Accrual Rates   |   |                                 |
|--|---|---------------------------------|
| Length of City Service   | Pay Period Accrual Rate*                    | <u>Maximum Annual Carryover</u> |
| 0 – 4 Years  | 3.08 Hours (= 80 hours per calendar year)   | <u>240</u>                      |
| 5 – 9 Years  | 4.62 Hours (= 120 hours per calendar year)  | <u>280</u>                      |
| 10+ Years  | 6.152 Hours (= 160 hours per calendar year) | <u>320</u>                      |
| *Accrual rate for last pay period in calendar year will be 3.00, 4.50, or 6.25 hours, whichever is applicable. |   |                                 |

II. Using Vacation Leave.

- A. An employee must use a minimum of 40 hours of vacation leave each full calendar year of employment. Supervisors are responsible for ensuring that employees are provided the opportunity to schedule their vacations throughout the year.
- B. Vacation leave requests must be approved by the employee's supervisor. It is the employee's responsibility to ensure that his leave request is approved prior to using leave. Approved requests for vacation leave are subject to rescheduling due to unforeseen crucial circumstances to ensure the continued effectiveness of the employee's department.
- C. Vacation leave must be used in one-hour increments.
- D. If a holiday occurs when an employee is on vacation leave, the absence for that day is counted as holiday leave.

III. Disposition of Vacation Leave upon Separation from Employment.

The disposition of vacation leave upon separation from employment will be determined as part of the exit process in accordance with PD-5.02. An employee who is on vacation leave is still responsible for providing appropriate notice of resignation or retirement per PD-5.02.

# City of Crockett

## Personnel Policy and Procedure Manual

**DRAFT REVISION PD-6.02**

Item 5.

**Chapter: Leave Benefits**  
**Policy: Holiday Leave**

**Effective Date: mm/dd/yyyy**  
**Page 1 of 2**  
**Replaces: 01/01/2022 New**

### **Policy.**

The City of Crockett (City) closes City offices in observance of national and certain state holidays. If an observed holiday falls on a Saturday, the City will generally close offices on the preceding Friday. If an observed holiday falls on a Sunday, the City will generally close offices on the following Monday. The City will continue to provide essential functions (e.g., police services, firefighter services, and on-call responses to emergency water leaks or sewage backups) on days that City offices are closed.

### **Observed Holidays:**

New Year's Day – January 1<sup>st</sup>

Martin Luther King, Jr. Day – 3<sup>rd</sup> Monday in January

Presidents' Day – 2<sup>nd</sup> Monday in February

Good Friday – Friday before Easter

Memorial Day – Last Monday in May

Emancipation Day – June 19

Independence Day – July 4

Labor Day – 1<sup>st</sup> Monday in September

Columbus Day – 2<sup>nd</sup> Monday in October

Veterans Day – November 11

Thanksgiving – 4<sup>th</sup> Thursday in November and the following Friday

Christmas Eve and Christmas – December 24 and 25

*(Note: When December 24 falls on a Saturday, and December 25 falls on a Sunday, the City Administrator will determine if City offices will close Thursday and Friday or Friday and Monday.)*

### **Procedures.**

#### **I. Full-time Firefighters (assigned to FF pay schedule).**

**Because a work shift for a full-time firefighter is routinely a 24-hour to 48-hour work shift, it is more difficult for this position to accrue sufficient paid vacation leave to be off an entire work**

shift. To help firefighters accrue more paid leave to be able to take off an entire work shift and achieve a work-life balance, a firefighter will receive 8 hours of holiday leave recorded as other compensatory time regardless of whether the firefighter works or is off on an observed holiday. An observed holiday will not affect a firefighter's pay until the firefighter uses the accrued holiday leave to take time off.

II. Full-time Employees in All Other Positions.

- A. For eligible employees in any position other than a firefighter position, the ~~The~~ City pays the an-eligible employee who does not work on an observed holiday for 8 hours of holiday leave at his regular rate of pay.
1. If a full-time employee is already on paid leave on the observed holiday (e.g., vacation leave), the timekeeper will record the observed holiday as holiday leave.
  2. If a full-time employee is on unpaid leave the last workday before and the first workday after the observed holiday, he will not be paid for the holiday.
- B. A full-time FLSA non-exempt hourly employee other than a firefighter who is required to work on an observed holiday or actual holiday (e.g., employee who is required to work on Friday, July 3<sup>rd</sup>, or Christmas Day that falls on a Saturday) will be paid 1-1/2 times his regular rate of pay for the hours worked, regardless of whether the hours result in overtime for the workweek. The employee will not accrue holiday leave for the hours worked in addition to the 1-1/2 times pay.
- C. A full-time FLSA non-exempt salaried employee who is required or receives permission to voluntarily work on an observed or actual holiday will receive holiday leave at a rate of 1-1/2 times the number of hours worked. The leave will be recorded as other compensatory time, and the leave will be subject to provisions set forth in policies relating to use of other compensatory time.
- D. Full-time FLSA exempt employee who work on a holiday will be granted holiday leave on an hour-for-hour basis. The leave will be recorded as other compensatory time, and the leave will be subject to provisions set forth in policies relating to use of other compensatory time.

III. Part-time Employees.

Part-time employees do not receive holiday leave benefits.

## City of Crockett Surplus Equipment for Auction

### 1. Bomag BW-120AD Articulated Drum Roller



RFQ Scoring Meeting CDBG-2023 Engineering Services  
November 30, 2022 @ 1:00PM

SELECTION REVIEW COMMITTEE

| Name               | Title/Office/Position     |
|--------------------|---------------------------|
| 1. Ernest Jackson  | City Council member-Pct 3 |
| 2. Butch Calvert   | Project/Grant Manager     |
| 3. John Angerstein | City Administrator        |
| 4.                 |                           |



Committee Chair (Signature)

**CITY OF CROCKETT  
BID TALLY SHEET**

# CONTRACT

☒ Sealed Bid☐ Telephone Bid

☐ Letter Bid

**BID DESCRIPTION:** CDBG – DRP 2023 Engineering Services

**BID OPENING DATE/TIME:** November 30, 2022 at 1:00 PM

[illegible]

BOTCH CALVERT 

Bid Opener Name and Signature

## Engineer/Architect/Surveyor Rating Sheet

Grant Recipient CITY OF CROCKETT  
 Name of Respondent KSA  
 Evaluator's Name BUTCH CALVERT

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating 11/30/2022

**Experience** -- Rate the respondent for experience in the following areas:

Comments

| Factor   | Max.Pts.  | Score                  |
|--|-----------|------------------------|
| 1. Has previously designed <u>WASTEWATER</u> type of projects  | 20        | <u>20</u>              |
| 2. Has worked on federally funded construction projects  | 10        | <u>10</u>              |
| 3. Has worked on projects that were located in this general region.  | 10        |                        |
| Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b) |           |                        |
| 4. Extent of experience in project construction management   | 15        | <u>10</u><br><u>15</u> |
| 5. Current Certification of TxCDBG Project Implementation Training   | 5         | <u>5</u>               |
| <b>Subtotal, Experience</b>  | <u>60</u> | <u>60</u>              |

**Work Performance**

| Factor   | Max.Pts.  | Score     |
|--|-----------|-----------|
| 1. Past projects completed on schedule           | 10        | <u>10</u> |
| 2. Manages projects within budgetary constraints | 5         | <u>5</u>  |
| 3. Work product is of high quality               | 10        | <u>10</u> |
| <b>Subtotal, Performance</b>                     | <u>25</u> | <u>25</u> |

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

**Capacity to Perform**

| Factor  | Max.Pts.  | Score     |
|---|-----------|-----------|
| 1. Staff Level / Experience of Staff            | 5         | <u>5</u>  |
| 2. Adequacy of Resources                        | 5         | <u>5</u>  |
| 3. Professional liability insurance is in force | 5         | <u>5</u>  |
| <b>Subtotal, Capacity to Perform</b>            | <u>15</u> | <u>15</u> |

**TOTAL SCORE**

| Factor                                       | Max.Pts.   | Score      |
|--|------------|------------|
| <input type="checkbox"/> Experience          | 60         | <u>60</u>  |
| <input type="checkbox"/> Work Performance    | 25         | <u>25</u>  |
| <input type="checkbox"/> Capacity to Perform | 15         | <u>15</u>  |
| <b>Total Score</b>                           | <u>100</u> | <u>100</u> |

## Engineer/Architect/Surveyor Rating Sheet

Grant Recipient CITY OF CROCKETT  
 Name of Respondent SPI  
 Evaluator's Name BUTCH CALVERT

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating 11/30/2022

**Experience** -- Rate the respondent for experience in the following areas:

| Factor   | Max.Pts.  | Score     | Comments |
|--|-----------|-----------|----------|
| 1. Has previously designed <u>WASTEWATER</u> type of projects  | 20        | <u>15</u> |          |
| 2. Has worked on federally funded construction projects  | 10        | <u>10</u> |          |
| 3. Has worked on projects that were located in this general region.  | 10        |           |          |
| Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b) |           |           |          |
| 4. Extent of experience in project construction management   | 15        | <u>15</u> |          |
| 5. Current Certification of TxCDBG Project Implementation Training   | 5         | <u>0</u>  |          |
| <b>Subtotal, Experience</b>  | <u>60</u> | <u>50</u> |          |

**Work Performance**

| Factor   | Max.Pts.  | Score     |
|--|-----------|-----------|
| 1. Past projects completed on schedule           | 10        | <u>10</u> |
| 2. Manages projects within budgetary constraints | 5         | <u>5</u>  |
| 3. Work product is of high quality               | 10        | <u>10</u> |
| <b>Subtotal, Performance</b>                     | <u>25</u> | <u>25</u> |

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

**Capacity to Perform**

| Factor  | Max.Pts.  | Score     |
|---|-----------|-----------|
| 1. Staff Level / Experience of Staff            | 5         | <u>5</u>  |
| 2. Adequacy of Resources                        | 5         | <u>5</u>  |
| 3. Professional liability insurance is in force | 5         | <u>5</u>  |
| <b>Subtotal, Capacity to Perform</b>            | <u>15</u> | <u>15</u> |

**TOTAL SCORE**

| Factor                                       | Max.Pts.   | Score     |
|--|------------|-----------|
| <input type="checkbox"/> Experience          | 60         | <u>50</u> |
| <input type="checkbox"/> Work Performance    | 25         | <u>25</u> |
| <input type="checkbox"/> Capacity to Perform | 15         | <u>15</u> |
| <b>Total Score</b>                           | <u>100</u> | <u>90</u> |

## Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City Of Crockett  
 Name of Respondent KSA  
 Evaluator's Name Ernest Jackson

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating 11-30-22

### Experience -- Rate the respondent for experience in the following areas:

### Comments

| <u>Factor</u>  | <u>Max.Pts.</u> | <u>Score</u> |  |
|--|-----------------|--------------|--|
| 1. Has previously designed <u>waste water</u> type of projects   | 20              | <u>20</u>    |  |
| 2. Has worked on federally funded construction projects  | 10              | <u>10</u>    |  |
| 3. Has worked on projects that were located in this general region.  | 10              |              |  |
| Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b) |                 |              |  |
| 4. Extent of experience in project construction management   | 15              | <u>15</u>    |  |
| 5. Current Certification of TxCDBG Project Implementation Training   | 5               | <u>5</u>     |  |
| <b>Subtotal, Experience</b>  | <u>60</u>       | <u>60</u>    |  |

### Work Performance

| <u>Factor</u>                                    | <u>Max.Pts.</u> | <u>Score</u> |  |
|--|-----------------|--------------|--|
| 1. Past projects completed on schedule           | 10              | <u>10</u>    |  |
| 2. Manages projects within budgetary constraints | 5               | <u>5</u>     |  |
| 3. Work product is of high quality               | 10              | <u>10</u>    |  |
| <b>Subtotal, Performance</b>                     | <u>25</u>       | <u>25</u>    |  |

**NOTE:** Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

### Capacity to Perform

| <u>Factor</u>                                   | <u>Max.Pts.</u> | <u>Score</u> |  |
|---|-----------------|--------------|--|
| 1. Staff Level / Experience of Staff            | 5               | <u>5</u>     |  |
| 2. Adequacy of Resources                        | 5               | <u>5</u>     |  |
| 3. Professional liability insurance is in force | 5               | <u>5</u>     |  |
| <b>Subtotal, Capacity to Perform</b>            | <u>15</u>       | <u>15</u>    |  |

### **TOTAL SCORE**

| <u>Factor</u>   | <u>Max.Pts.</u> | <u>Score</u> |  |
|---|-----------------|--------------|--|
| <input checked="" type="checkbox"/> Experience          | 60              | <u>60</u>    |  |
| <input checked="" type="checkbox"/> Work Performance    | 25              | <u>25</u>    |  |
| <input checked="" type="checkbox"/> Capacity to Perform | 15              | <u>15</u>    |  |
| <b>Total Score</b>                                      | <u>100</u>      | <u>100</u>   |  |

## Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Crockett  
 Name of Respondent SPI  
 Evaluator's Name Ernest Jackson

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating 11/30/22

**Experience** -- Rate the respondent for experience in the following areas:

Comments

| Factor   | Max.Pts.  | Score     |
|--|-----------|-----------|
| 1. Has previously designed _____ type of projects  | 20        | <u>20</u> |
| 2. Has worked on federally funded construction projects  | 10        | <u>10</u> |
| 3. Has worked on projects that were located in this general region.  | 10        | <u>10</u> |
| Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b) |           |           |
| 4. Extent of experience in project construction management   | 15        | <u>15</u> |
| 5. Current Certification of TxCDBG Project Implementation Training   | 5         | <u>0</u>  |
| <b>Subtotal, Experience</b>  | <u>60</u> | <u>55</u> |

### Work Performance

| Factor   | Max.Pts.  | Score     |
|--|-----------|-----------|
| 1. Past projects completed on schedule           | 10        | <u>10</u> |
| 2. Manages projects within budgetary constraints | 5         | <u>5</u>  |
| 3. Work product is of high quality               | 10        | <u>10</u> |
| <b>Subtotal, Performance</b>                     | <u>25</u> | <u>25</u> |

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

### Capacity to Perform

| Factor  | Max.Pts.  | Score     |
|---|-----------|-----------|
| 1. Staff Level / Experience of Staff            | 5         | <u>5</u>  |
| 2. Adequacy of Resources                        | 5         | <u>5</u>  |
| 3. Professional liability insurance is in force | 5         | <u>5</u>  |
| <b>Subtotal, Capacity to Perform</b>            | <u>15</u> | <u>15</u> |

### TOTAL SCORE

| Factor  | Max.Pts.   | Score     |
|---|------------|-----------|
| <input checked="" type="checkbox"/> Experience          | 60         | <u>55</u> |
| <input checked="" type="checkbox"/> Work Performance    | 25         | <u>25</u> |
| <input checked="" type="checkbox"/> Capacity to Perform | 15         | <u>15</u> |
| <b>Total Score</b>                                      | <u>100</u> | <u>95</u> |

## Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Crockett  
 Name of Respondent KSA Engineers  
 Evaluator's Name John Angerstein

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating 11/30/02

**Experience** -- Rate the respondent for experience in the following areas:

Comments

| Factor   | Max.Pts.  | Score                  |
|--|-----------|------------------------|
| 1. Has previously designed <u>Wastewater</u> type of projects  | 20        | <u>20</u>              |
| 2. Has worked on federally funded construction projects  | 10        | <u>10</u>              |
| 3. Has worked on projects that were located in this general region.  | 10        |                        |
| Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b) |           |                        |
| 4. Extent of experience in project construction management   | 15        | <u>10</u><br><u>15</u> |
| 5. Current Certification of TxCDBG Project Implementation Training   | 5         | <u>5</u>               |
| <b>Subtotal, Experience</b>  | <u>60</u> | <u>60</u>              |

### Work Performance

| Factor   | Max.Pts.  | Score     |
|--|-----------|-----------|
| 1. Past projects completed on schedule           | 10        | <u>10</u> |
| 2. Manages projects within budgetary constraints | 5         | <u>5</u>  |
| 3. Work product is of high quality               | 10        | <u>10</u> |
| <b>Subtotal, Performance</b>                     | <u>25</u> | <u>25</u> |

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

### Capacity to Perform

| Factor  | Max.Pts.  | Score     |
|---|-----------|-----------|
| 1. Staff Level / Experience of Staff            | 5         | <u>5</u>  |
| 2. Adequacy of Resources                        | 5         | <u>5</u>  |
| 3. Professional liability insurance is in force | 5         | <u>5</u>  |
| <b>Subtotal, Capacity to Perform</b>            | <u>15</u> | <u>15</u> |

### **TOTAL SCORE**

| Factor                                       | Max.Pts.   | Score      |
|--|------------|------------|
| <input type="checkbox"/> Experience          | 60         | <u>60</u>  |
| <input type="checkbox"/> Work Performance    | 25         | <u>25</u>  |
| <input type="checkbox"/> Capacity to Perform | 15         | <u>15</u>  |
| <b>Total Score</b>                           | <u>100</u> | <u>100</u> |

## Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Crockett  
 Name of Respondent SPI Engineers  
 Evaluator's Name John Angetstein

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating 11/30/2022

**Experience** -- Rate the respondent for experience in the following areas:

Comments

| Factor   | Max.Pts.  | Score                  |
|--|-----------|------------------------|
| 1. Has previously designed <u>Wastewater</u> type of projects  | 20        | <u>20</u>              |
| 2. Has worked on federally funded construction projects  | 10        | <u>10</u>              |
| 3. Has worked on projects that were located in this general region.  | 10        |                        |
| Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b) |           |                        |
| 4. Extent of experience in project construction management   | 15        | <u>10</u><br><u>15</u> |
| 5. Current Certification of TxCDBG Project Implementation Training   | 5         | <u>0</u>               |
| <b>Subtotal, Experience</b>  | <u>60</u> | <u>55</u>              |

### Work Performance

| Factor   | Max.Pts.  | Score     |
|--|-----------|-----------|
| 1. Past projects completed on schedule           | 10        | <u>10</u> |
| 2. Manages projects within budgetary constraints | 5         | <u>5</u>  |
| 3. Work product is of high quality               | 10        | <u>10</u> |
| <b>Subtotal, Performance</b>                     | <u>25</u> | <u>25</u> |

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

### Capacity to Perform

| Factor  | Max.Pts.  | Score     |
|---|-----------|-----------|
| 1. Staff Level / Experience of Staff            | 5         | <u>5</u>  |
| 2. Adequacy of Resources                        | 5         | <u>5</u>  |
| 3. Professional liability insurance is in force | 5         | <u>5</u>  |
| <b>Subtotal, Capacity to Perform</b>            | <u>15</u> | <u>15</u> |

### TOTAL SCORE

| Factor                                       | Max.Pts.   | Score         |
|--|------------|---------------|
| <input type="checkbox"/> Experience          | 60         | <u>60</u>     |
| <input type="checkbox"/> Work Performance    | 25         | <u>25</u>     |
| <input type="checkbox"/> Capacity to Perform | 15         | <u>15</u>     |
| <b>Total Score</b>                           | <u>100</u> | <u>100 95</u> |