



# CITY COUNCIL AGENDA

Monday, October 21, 2024 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

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

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

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, OCTOBER 21, 2024 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

## OPEN MEETING WITH INVOCATION AND PLEDGE

## RECOGNITION OF VISITORS

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

## APPROVAL OF MINUTES

1. REGULAR SESSION: SEPTEMBER 9, 2024 AND SEPTEMBER 16, 2024, SPECIAL SESSION: OCTOBER 14, 2024

## REPORTS

2. PRESENTATION FROM TRICIA HENSLEY ON 1ST ANNUAL HOLIDAY HUSTLE 5K RUN TO BE HELD ON DECEMBER 14, 2024
3. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR SEPTEMBER 2024
4. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR SEPTEMBER 2024

## BUSINESS

5. REAPPOINTMENT OF CROCKETT HOUSING AUTHORITY BOARD MEMBERS – LOIS BALL AND ELIZABETH GUZMAN
6. CONSIDER AND APPROVE A RESOLUTION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR CHRISTMAS LIGHTING OF DOWNTOWN CROCKETT
7. CONSIDER AND APPROVE A RESOLUTION AND AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR CHRISTMAS IN CROCKETT
8. CONSIDER AND AWARD BID/S FOR GATEWAY SIGNS AND APPROVE FUNDING FROM AMERICAN RESCUE PLAN ACT PROCEEDS
9. CONSIDER AND APPROVE EMERGENCY REPAIRS TO SEWER LINE ON WEST HOUSTON TO BE PAID FOR FROM UTILITY RESERVES, AND RELATED BUDGET AMENDMENT

10. CONSIDER AND APPROVE THE SERVICE AGREEMENT WITH VEPO ENVIROTRAX FOR THE MANAGEMENT OF BACKFLOW PREVENTION INSPECTIONS, CUSTOMER SERVICES INSPECTIONS, AND GREASE TRAP INSPECTIONS

**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 October 21, 2024 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on October 17, 2024 before 5:00 PM.

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

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

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 9<sup>th</sup> DAY OF SEPTEMBER 2024 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, DENNIS IVEY, NATRENIA HICKS, ELBERT JOHNSON AND MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY, FIRE CHIEF JASON FRIZZELL, AND POLICE CHIEF CLAYTON SMITH. DARRELL JONES WAS NOT PRESENT.

#### OPEN MEETING WITH INVOCATION AND PLEDGE

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

#### RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present and thanked them for their attendance.

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.)*

- Natrenia Hicks – Expressed a desire for a town hall meeting to discuss CEIDC election and made a motion to have a discussion about the subject on the next city council agenda. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0.

#### APPROVAL OF MINUTES

##### 1. REGULAR SESSION: AUGUST 19, 2024

Mayor Pro Tem Marsh made a motion to approve minutes from the August 19, 2024 Regular session. Council member Ivey seconded the motion. Motion passes 4-0.

#### BUSINESS

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

Financial advisor Ben Rosenberg of US Capital Advisors, LLC informed council that the city had received 4 responses from the related RFP. The lowest bid was submitted by Robert W. Baird & Co., Inc with a rate of 3.575221%. Mayor Pro Tem Marsh made a

motion to approve an Ordinance by the City Council of the City of Crockett, Texas authorizing the issuance and sale of the City of Crockett, Texas, tax and revenue certificates of obligation, Series 2024; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto. Council member Ivey seconded the motion. Motion passes 4-0.

3. CONSIDER AND APPROVE ELECTION SERVICES CONTRACT WITH HOUSTON COUNTY

Council member Johnson made a motion to approve an Election Services Contract with Houston County. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0.

Mayor Pro Tem Marsh made a motion to have an item placed on the agenda of the next City Council and CEIDC board meetings to discuss recent CEIDC hiring decisions. Council member Ivey seconded the motion. Motion passes 3-2. Council member Hicks voted against the motion and Council member Johnson did not vote. Mayor Fisher stated motion carries.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 6:43 P.M.

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

ATTEST:

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

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 16<sup>th</sup> DAY OF SEPTEMBER 2024 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, DENNIS IVEY, DARRELL JONES, NATRENIA HICKS, ELBERT JOHNSON AND MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY, FIRE CHIEF JASON FRIZZELL, POLICE CHIEF CLAYTON SMITH AND CITY ATTORNEY BILL PEMBERTON.

#### OPEN MEETING WITH INVOCATION AND PLEDGE

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

#### RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present and thanked them for their attendance.

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.)*

- Bobby Bowlin – Expressed displeasure with council members Hicks and Jones and called for them to resign.
- Tammy Wells – Expressed concerns about CEIDC and its leadership.

#### REPORTS

##### 1. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR AUGUST 2024

Chief Smith reported for the month of August 2024: 15 total manpower, 2,755 total manpower hours, 443 total calls and 8 total accidents. A breakdown of the criminal report is included in the packet.

##### 2. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR AUGUST 2024

Fire Chief Frizzell reported for the month of August 2024 the following: 35 calls. A breakdown is included in the packet.

## BUSINESS

3. CONSIDER AND APPROVE RESOLUTION R-09-24 BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN CONNECTION WITH THE RECEIPT OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD THROUGH THE DRINKING WATER STATE REVOLVING FUND; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

Ben Rosenberg of U.S. Capital Advisors explained that the Texas Water Development Board has approved the city's application for funding and the next step is to issue notice to the public that the city intends to borrow money from TWDB. TWDB approved \$11.6M, of which \$7.3M will be in the form of a grant, \$3.1M will be in the form of a 0% interest loan, and \$1.1M will be a below-market interest loan. The loans will be repaid from water & sewer revenue. Mayor Pro Tem Marsh made a motion to approve Resolution R-09-24 by the City Council of the City of Crockett, Texas, authorizing publication of Notice of Intention to Issue Certificates of Obligation in connection with the receipt of financial assistance from the Texas Water Development Board through the Drinking Water State Revolving Fund; and approving other matters incidental thereto. Council member Johnson seconded the motion. Motion passes 5-0.

4. CONSIDER AND APPROVE RESOLUTION R-09B-24 BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN CONNECTION WITH THE RECEIPT OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD THROUGH THE CLEAN WATER STATE REVOLVING FUND; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

Mayor Pro Tem Marsh made a motion to approve Resolution R-09B-24 by the City Council of the City of Crockett, Texas, authorizing publication of Notice of Intention to Issue Certificates of Obligation in connection with the receipt of financial assistance from the Texas Water Development Board through the Clean Water State Revolving Fund; and approving other matters incidental thereto. Council member Ivey seconded the motion. Motion passes 5-0.

5. CONSIDER AND APPROVE RESOLUTION R-09C-24 FOR AMENDMENTS TO FISCAL YEAR 2024 BUDGET

Mr. Angerstein explained a variety of budget amendments that need to be approved as the 2023-2024 FY budget comes to a close at the end of the month. Overall, the city will realize a surplus of approximately \$300,000 that will primarily be appropriated to the utility reserve fund. Mayor Pro Tem Marsh made a motion to approve Resolution R-09C-24 for amendments to fiscal year 2024 budget. Council member Jones seconded the motion. Motion passes 5-0.

6. CONSIDER AND APPROVE STREET SIGN DESIGN AND IMPLEMENTATION

Mr. Angerstein explained that street signs with logos can be purchased at the same cost as our current street signs. Council member Hicks made a motion to approve replacing street signs citywide as needed with new street signs that feature the Crockett ISD 'Bulldog' logo as chosen by Crockett ISD administration. Council member Jones seconded the motion. Motion passes 5-0

7. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF CITY OF CROCKETT, TEXAS, AUTHORIZING THE SUBMISSION OF A LOCAL HAZARD MITIGATION PLANS PROGRAM GRANT APPLICATION TO THE TEXAS GENERAL LAND OFFICE

Council member Ivey made a motion to approve a resolution of the City Council of the City of Crockett, Texas, authorizing the submission of a Local Hazard Mitigation Plans Program Grant application to the Texas General Land Office. Council member Johnson seconded the motion. Motion passes 5-0.

8. CONSIDER AND TAKE ACTION ON RATIFYING OR REJECTING THE DECISION TO HIRE A NEW EMPLOYEE FOR THE CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Council member Jones made a motion to ratify the decision to hire a new employee for the Crockett Economic and Industrial Development Corporation at the rate of \$6000 per month (\$72,000 annually) plus benefits and make a budget amendment to reflect the same. Council member Hicks seconded the motion. Motion fails 2-3. Council members Ivey, Johnson and Mayor Pro Tem Marsh voted against. Mayor Pro Tem Marsh made a motion to reject the hiring of the new employee for CEIDC and pay the current employee hired by the executive director for his services to date at the offered rate of \$31.25 per hour and issue a 1099 for tax purposes. Council member Ivey seconded the motion. Motion passes 3-2. Council members Jones and Hicks voted against. Mayor Pro Tem Marsh made a motion to approve payment of \$3,250 to the CEIDC employee for services rendered. Council member Johnson seconded the motion. Motion passes 3-2. Council members Jones and Hicks voted against.

EXECUTIVE SESSION

9. GOV. CODE 551.074 - PERSONNEL MATTERS. CONSIDER ACTIONS OF THE EXECUTIVE DIRECTOR OF THE CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION REGARDING RECENT EMPLOYMENT AND FINANCIAL MATTERS, AND TAKE NECESSARY DISCIPLINARY ACTIONS, IF ANY

Mayor Fisher stated Council would convene into Executive Session per Gov. Code 551.074: Personnel Matters. Consider Actions of The Executive Director of the Crockett Economic and Industrial Development Corporation Regarding Recent Employment and Financial Matters, and Take Necessary Disciplinary Actions, if any. Time was 7:36 P.M.

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

Mayor Fisher reconvened the meeting into open session. Time was 8:38 P.M.  
No action was taken.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 8:44 P.M.

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Dr. Ianthia Fisher, Mayor

ATTEST:

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Mitzi Stefka, City Secretary

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 14<sup>th</sup> DAY OF OCTOBER 2024 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN SPECIAL SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, DENNIS IVEY, NATRENIA HICKS, ELBERT JOHNSON AND MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY AND CITY ATTORNEY BILL PEMBERTON. DARRELL JONES WAS NOT PRESENT.

#### OPEN MEETING WITH INVOCATION AND PLEDGE

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

#### RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present and thanked them for their attendance.

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.)*

None

#### EXECUTIVE SESSION - JOINT CLOSED MEETING OF THE CITY COUNCIL AND CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

1. GOV. CODE 551.071; 551.087 - JOINT CITY AND CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION CLOSED MEETING - DELIBERATION REGARDING REAL PROPERTY AT 1505 SOUTH 4TH ST., CROCKETT TX, 75835; DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS, REVIEW OF INCENTIVES AND LEASE AGREEMENT WITH PROJECT ATTICUS
2. Mayor Fisher stated Council would convene into Executive Session per Gov. Code 551.071; 551.087 - Joint City and Crockett Economic and Industrial Development Corporation Closed Meeting - Deliberation Regarding Real Property at 1505 South 4th St., Crockett Tx, 75835; Deliberation Regarding Economic Development Negotiations, Review of Incentives and Lease Agreement with Project Atticus  
Time was 6:03 P.M.

#### RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION ON INCENTIVES AND LEASE AGREEMENTS

Mayor Fisher reconvened the meeting into open session. Time was 6:54 P.M.

Mayor Pro Tem Marsh made a motion to approve the incentive and lease agreements with Project Atticus. Council member Ivey seconded the motion. Motion passes 4-0.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 6:56 P.M.

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

ATTEST:

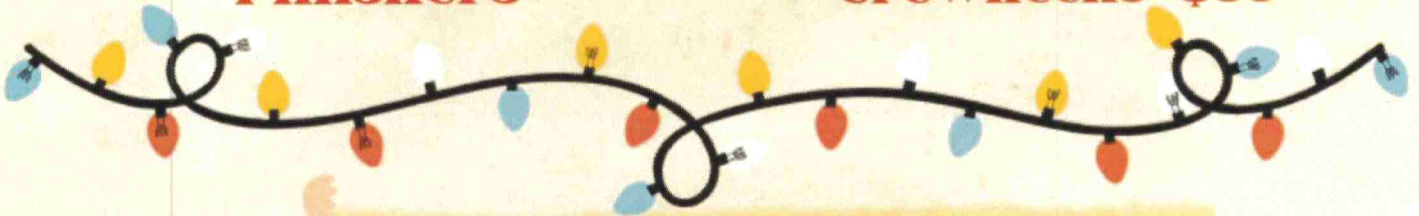
\_\_\_\_\_  
Mitzi Stefka, City Secretary

# Holiday Hustle 5K



Medals for Finishers

T-shirts Available \$20  
Crewnecks: \$35



*Fun for Everyone!*

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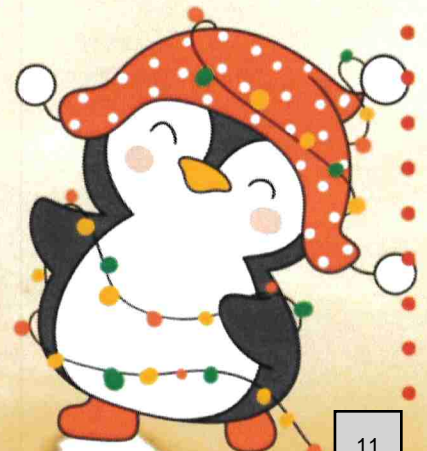


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*Prepare 2 Fly*

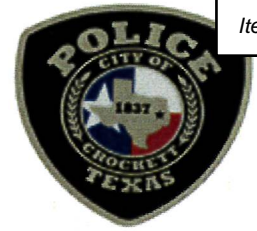
CHANGING LIVES CREATING LEGACIES  
ESTD 2020

**Pictures posted on  
Social Media**





City of Crockett  
**POLICE DEPARTMENT**



Item 3.

COURTESY  
PROTECTION  
DEDICATION

CROCKETT, TEXAS 75835

**CHIEF OF POLICE**  
Clayton Smith

936-544-2021 \* 200 NORTH FIFTH STREET

**Mayor**  
Dr. Ianthia Flsher

**September 2024**

Manpower: 15

Manpower Hours: 2529

Calls: 509

Accidents: 8

Arrests: 54

Traffic: 377

Reports: 72

Alarm Calls: 22

False Alarms: 20

No Fault Alarms: 2

Assault: 5

Burglary: 2

Criminal Mischief: 2

Criminal Trespass: 5

Disorderly Conduct: 1

Driving While Intoxicated: 6

Forgery: 0

Possession of Controlled Substance: 6

Possession of Drug Paraphernalia: 5

Possession of Marijuana: 6

Public Intoxication: 3

Resisting Arrest: 2

Theft: 8

Unlawful Possession of Firearm: 0

Unauthorized use of Motor Vehicle: 0

Miscellaneous Offenses: 58

Comments: REPORTING PERIOD: SEPTEMBER 1-30, 2024 MISCELLANEOUS OFFENSES INCLUDES 11 WARRANT SERVICES.

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

Item 4.

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
<b>CITY CALLS</b>	<b>32</b>	<b>25</b>	<b>30</b>	<b>36</b>	<b>45</b>	<b>40</b>	<b>29</b>	<b>32</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>298</b>	<b>0</b>
STRUCTURE FIRES:	0	1	0	0	0	0	0	2	0	0	0	0	3	0
Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential	0	1	0	0	1	0	0	2	0	0	0	0	4	0
VEHICLE FIRES	0	1	0	0	0	0	1	2	1	0	0	0	5	0
GRASS / WOODS FIRES	0	0	1	0	0	0	1	1	0	0	0	0	3	0
REFUSE / TRASH FIRE	0	0	0	1	1	0	0	0	1	0	0	0	3	0
VEHICLE ACCIDENT	6	5	5	5	6	9	4	4	6	0	0	0	50	0
VEHICLE ACCIDENT w/RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICAL RESCUE	0	0	0	1	0	3	0	0	0	0	0	0	4	0
POWERLINE EMERGENCIES	4	0	2	8	9	2	3	2	1	0	0	0	31	0
TREES DOWN	0	0	0	0	5	0	0	0	0	0	0	0	5	0
NATURAL/LPG GAS LEAK	0	2	0	0	2	6	2	8	2	0	0	0	22	0
HAZ-MAT SPILL / LEAK	0	0	4	0	1	1	0	0	0	0	0	0	28	0
CARBON MONOXIDE ALARM	0	0	0	1	0	0	2	1	0	0	0	0	0	0
EMS FIRST RESPONDER	6	7	4	3	3	6	2	4	9	0	0	0	44	0
EMS LIFT ASSIST	8	2	9	14	9	2	9	3	6	0	0	0	62	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM BUSINESS	4	1	0	1	5	4	2	1	1	0	0	0	19	0
FALSE ALARM RESIDENTIAL	3	4	2	1	0	1	2	4	0	0	0	0	17	0
TERRORISTIC/BOMB THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	1	1	3	1	4	5	0	1	1	0	0	0	17	0
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRAFFIC CONTROL	0	0	0	0	0	1	0	0	0	0	0	0	1	0
AGENCY ASSIST	0	1	0	0	0	0	2	0	1	0	0	0	4	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 2023

Item 4.

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
<b>COUNTY CALLS</b>	<b>16</b>	<b>9</b>	<b>13</b>	<b>10</b>	<b>15</b>	<b>7</b>	<b>10</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>95</b>	<b>0</b>
STRUCTURE FIRES:	<b>2</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>
Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential	2	1	3	1	1	0	0	0	0	0	0	0	8	0
VEHICLE FIRES	1	0	1	0	1	1	0	1	2	0	0	0	7	0
GRASS / WOODS FIRES	5	2	2	1	1	1	2	0	7	0	0	0	21	0
REFUSE / TRASH FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	5	3	5	2	2	2	5	2	1	0	0	0	27	0
VEHICLE ACCIDENT w/Extrication	1	0	0	0	1	0	0	0	0	0	0	0	2	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	1	1	3	1	0	0	0	1	0	0	0	0	0
TREES DOWN	1	2	0	3	8	1	2	0	0	0	0	0	17	0
NATURAL/LPG GAS LEAK	0	0	0	0	0	0	0	0	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	0	0	0	0	1	0	1	0	0	0	2	0
EMS LIFT ASSIST	0	0	1	0	0	0	0	0	0	0	0	0	1	0
FALSE ALARM BUSINESS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM RESIDENTIAL	1		0	0	0	0	0	0	0	0	0	0	1	0
TERRORISTIC THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	0	0	0	0	1	2	0	0	0	0	0	0	3	0
TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	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 2023

Item 4.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
<b>2024</b>														
<b>TOTAL CALLS</b>	48	34	43	46	60	47	39	35	41	0	0	0	0	0
ACTIVE MEMBERS (PAID / VOL.)	17	17	17	17	17	17	17	17	17	0	0	0	0	0
<b>PAYROLL</b>	\$5,100	\$5,100	\$3,000	\$3,000	\$3,000	\$3,500	\$3,000	\$3,100	\$3,100	\$0	\$0	\$0	\$0	0
<b>VOLUNTEER MAN HOURS</b>	300	285	210	200	240	200	190	200	245	0	0	0	0	0
<b>COST PER MAN HOUR</b>	\$17.00	\$17.89	\$14.29	\$15.00	\$12.50	\$17.50	\$15.79	\$15.50	\$12.65	\$0.00	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	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MUTUAL AID GIVEN	5	0	4	3	3	1	1	1	5	0	0	0	0	0
MUTUAL AID RECEIVED	0	3	0	0	1	0	0	1	0	0	0	0	0	0
OUT OF COUNTY CALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

**CITY OF CROCKETT  
RESOLUTION NO. R-10B-24**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS**, authorizing the City to enter into agreement with the State for temporary closure of the East Side of State Highway for the Christmas Lighting of Downtown Crockett.

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Crockett, Texas, Houston County; and

**WHEREAS**, the City has requested the temporary closure for the purposes of the Christmas Lighting of Downtown Crockett; and

**WHEREAS**, the event will be located within the City’s incorporated area; and

**WHEREAS**, the City hereby assures the State that there will be appropriate passage allowance for emergency traffic; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS** that the Mayor of the City of Crockett be, and is hereby authorized to execute an agreement with the State for temporary closure of State Highways for the Christmas Lighting of Downtown Crockett.

**PASSED AND APPROVED**, this 21<sup>st</sup> day of October 2024.

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

ATTEST:

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



10 September 2024

John Angerstein, CPM City Administrator – Crockett TX

Mr. Angerstein,

The Downtown Crockett Association in partnership with The Houston County Ministerial Association will be hosting the official Christmas Lighting of Downtown Crockett on Wednesday, November 20, 2024, beginning at 6pm. The event is known as THE LIGHT OF CHRISTMAS and will last approximately one hour and will include choirs and speakers from area churches.

**The event will center around the EAST SIDE of the CROCKETT SQUARE. This will be a pedestrian only event and will require closing the EAST SIDE OF THE SQUARE to vehicular traffic. We are asking that this area be closed at 5pm with reopening at approximately 7:15pm. Please see the attached map.**

The proposed closure is a repeat of last year's plan. We have a very small group of volunteers and will need assistance from the city and/or county to help with directing/detouring traffic. The Downtown Crockett Association (DCA) and The Ho.Co. Ministerial Association appreciates the cooperation of our city and county in bringing Christmas Lights to Crockett. We hope you and your family will join us to celebrate the beginning of this wonderful season.

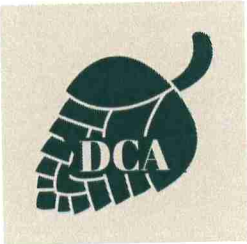
Should you have questions or need more information, please don't hesitate to call me.

Best Regards,

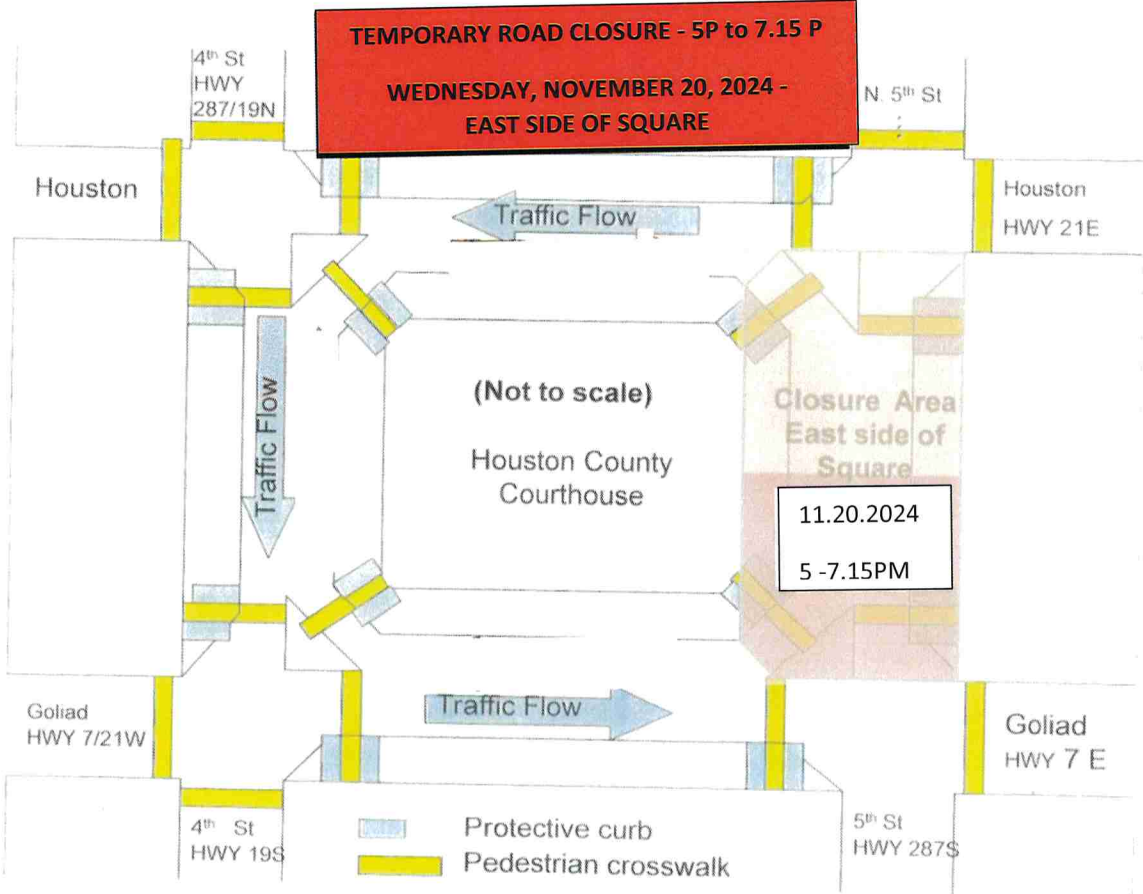
Suzan C. Knox

DCA Secretary

936.544.6867



**REQUEST FOR TEMPORARY ROAD CLOSURE ~ NOVEMBER 20, 2024**



STATE OF TEXAS §  
 COUNTY OF HOUSTON §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
 OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Crockett, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Crockett, in Houston, County; and

**WHEREAS**, the local government has requested the temporary closure of State Highways around the one way square in Crockett for the purpose of the 43rd Annual Christmas in Crockett (November 23, 2024), from 5:00 AM to 7:00 PM as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

**WHEREAS**, on the 21st day of October, 2024, the Crockett City Council passed Resolution / Ordinance No. R-10-24, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

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

**Article 2. EVENT DESCRIPTION**

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

**Article 3. OPERATIONS OF THE EVENT**

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

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

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

#### **Article 4. OWNERSHIP OF DOCUMENTS**

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

#### **Article 5. TERMINATION**

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

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

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

#### **Article 6. DISPUTES**

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

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

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

#### **Article 8. INSURANCE**

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

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

**Article 9. AMENDMENTS**

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

**Article 10. COMPLIANCE WITH LAWS**

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

**Article 11. LEGAL CONSTRUCTION**

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

**Article 12. NOTICES**

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

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

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

**Article 13. SOLE AGREEMENT**

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

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

**THE CITY OF CROCKETT**

Executed on behalf of the local government by:

By \_\_\_\_\_ Date October 21, 2024  
City Official

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

**THE STATE OF TEXAS**

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

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

**Exhibit A**

**This is the 43<sup>rd</sup> Annual Christmas in Crockett.**

**This event is an Arts & Crafts Show with approximately 200 vendors and an antique car show.**

**Exhibit B**

**SEE ATTACHED RESOLUTION NO. R-10-24**

**CITY OF CROCKETT**  
**RESOLUTION NO. R-10-24**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS**, authorizing the City to enter into an agreement with the State for temporary closure of State Highways for the 43<sup>rd</sup> Annual Christmas in Crockett.

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Crockett, Texas, Houston County; and

**WHEREAS**, the City has requested the temporary closure for the purposes of the 43<sup>rd</sup> Annual Christmas in Crockett; and

**WHEREAS**, the event will be located within the City's incorporated area; and

**WHEREAS**, the City hereby assures the State that there will be appropriate passage allowance for emergency traffic; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS** that the Mayor of the City of Crockett be and is hereby authorized to execute an agreement with the State for temporary closure of State Highways for the 43<sup>rd</sup> Annual Christmas in Crockett.

**PASSED AND APPROVED**, this 21<sup>st</sup> day of October 2024.

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

ATTEST:

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

**Exhibit C**

**SEE ATTACHED MAP**

**Barricades - 32**

**Barricades out on Friday,  
picked up Monday**

Brookshire's

Dollar  
General

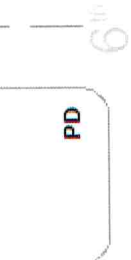
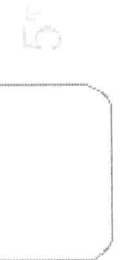
# Christmas on the Square

MILAM



2<sup>nd</sup>

3<sup>rd</sup>



FD

Ritz

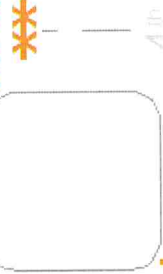
PD

6<sup>th</sup>



2<sup>nd</sup>

3<sup>rd</sup>



Lee's

Ritz

5<sup>th</sup>

6<sup>th</sup>

7<sup>th</sup>

HOUSTON



Whitley's

DCD



Knox's

P.O.

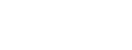
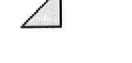


HOUSTON

Robinson's



GOLIAD



Housing  
Authority

S.S. #2



GOLIAD



Bank

Young's



FANNIN





# Christmas in Crockett Festival Event Plan



## Christmas in Crockett 2024

**PURPOSE:** Below is a comprehensive list of modifications being implemented for the 43rd Annual Christmas in Crockett to be held in November of 2024. The Crockett Area Chamber of Commerce organizers of the event are taking all necessary steps to ensure the safety and well-being of the participants and volunteers involved.

**EVENT DESCRIPTION:** Christmas in Crockett is an outdoor arts and crafts festival to be held Saturday, November 23, 2024. Vendor booths are placed around the downtown square and on Goliad and Houston Avenue. The event will open from 10 am until 4 pm with vendor set-up November 22 after 6 pm and at 6 am on November 23. All event activities will take place outdoors. NO indoor activities. A Food Court will be placed at Farmers Market Park with vendors leading to it from 5th street.

**FRIDAY SET-UP:** On Friday, Nov 22nd, participant vendors are given the opportunity to find their booth spaces. Volunteers will guide the vendors to their booth spaces on the Square only after 6 pm. in the City Market Park.

**SATURDAY SET-UP:** Those vendors who arrive Saturday, Nov 23rd will be guided to their booth spaces by volunteers at two locations.

**BREAK-DOWN:** The festival will end at 4 pm and egress will be through Goliad, Houston and 4th street. Tables and seating will be cleaned and disinfected by volunteers throughout the day and Chamber volunteers will be in charge of specified areas to ensure guidelines are followed. Hand sanitizer and masks will be available for attendees and vendors, as well as hand washing stations. (see attached)

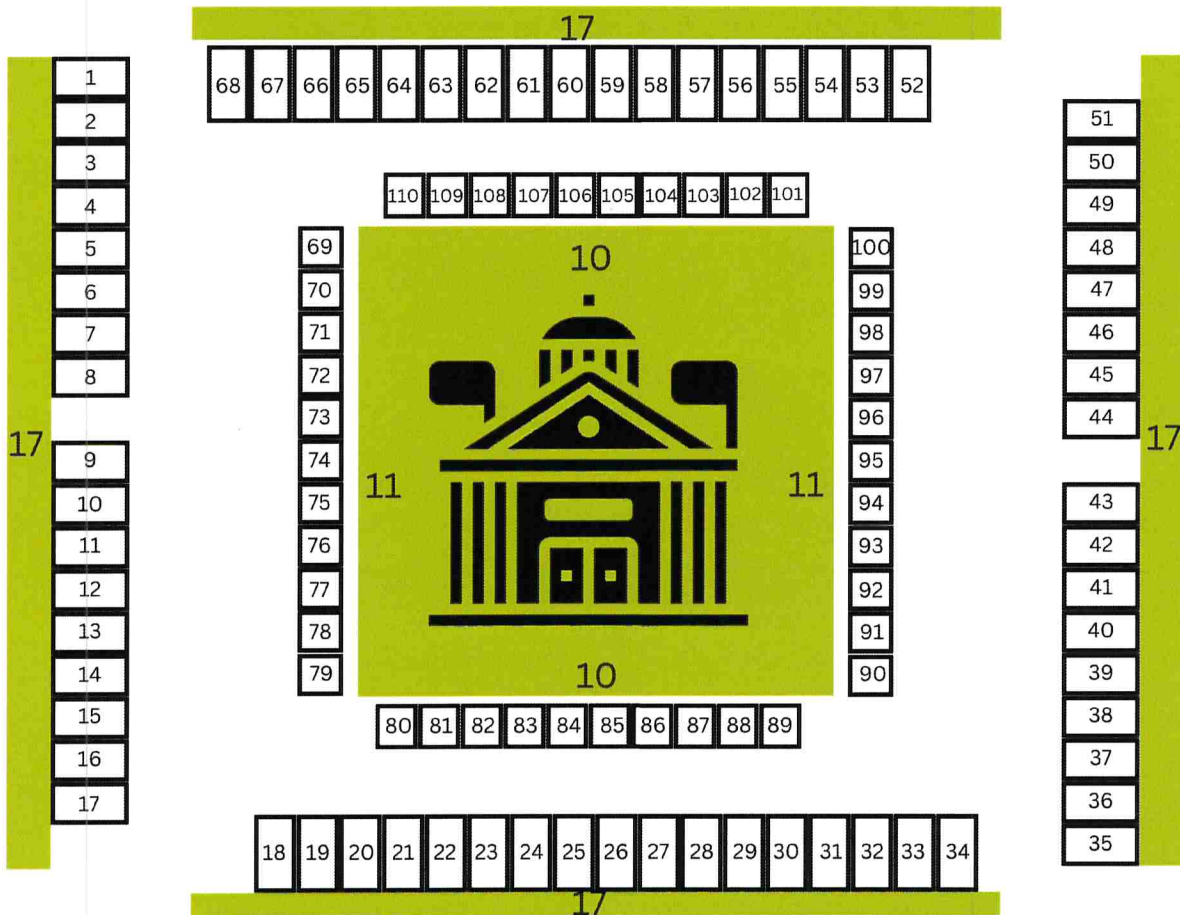
## Vendor Booths

Each vendor booth will be marked with hi-viz chalk paint in the example pattern shown below on each corner of their booth. Each booth will be a minimum of 1' from the next. The Chamber will cover markings with black paint around the square after the festival.



## 2024 Festival Map Downtown

All vendors will be provided a map as well as ingress and egress to the festival area.



## Law Enforcement

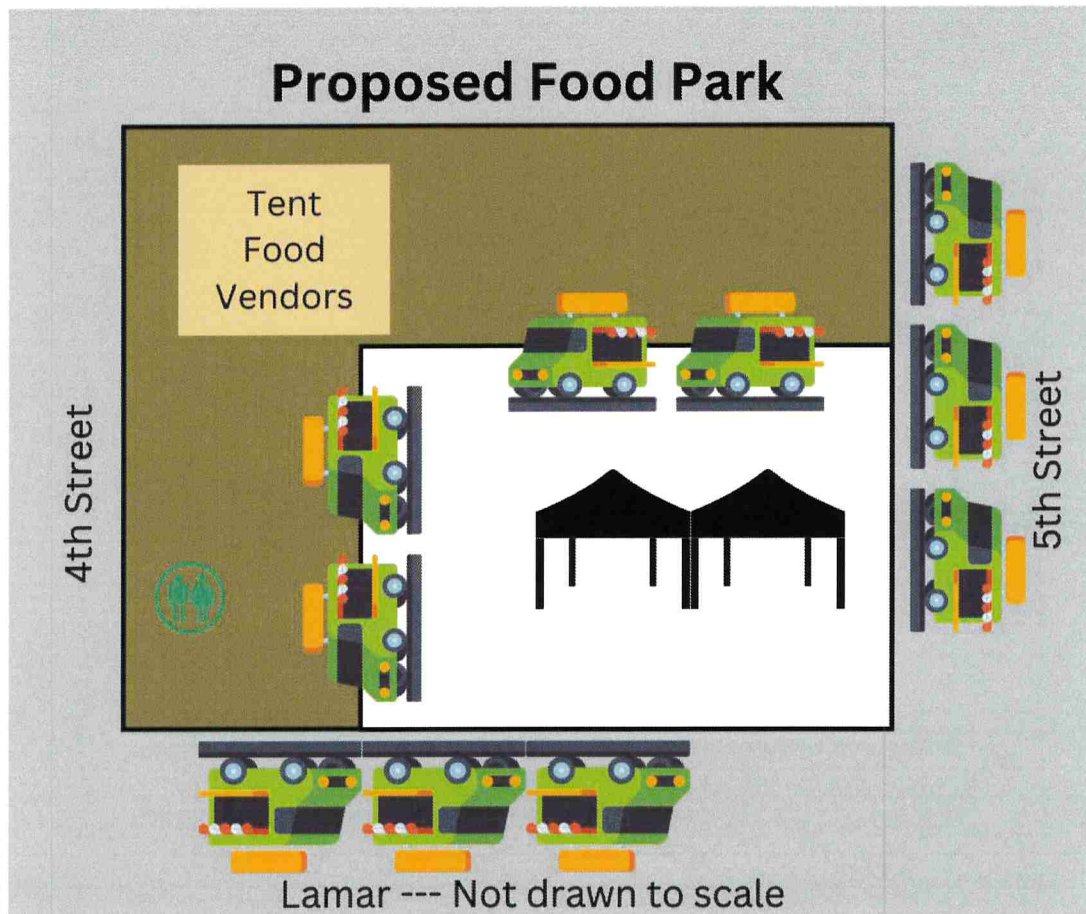
Chamber safety director will use map to coordinate actions of various agencies (Crockett Police Department and the Houston County Sheriff's Department) to ensure maximum safety and traffic control during the event.

Map of street closures for Christmas in Crockett



Dedicated Food Park (Not drawn to scale)

In Farmers Market Park between 4th and 5th street.  
No Electricity will be used



**CITY OF CROCKETT  
BID TALLY SHEET**

Item 8.

**CONTRACT**

Sealed Bid

Telephone Bid

Letter Bid

BID DESCRIPTION: 2024 City of Crockett Welcome Signs

BID OPENING DATE/TIME: September 18, 2024 at 10:00 AM

VENDOR/BIDDER	BASE BID	TOTAL BID	COMMENTS
FG Metalwork			
Per Sign	\$21,639	\$108,195	Five Complete Signs
Total Project		\$120,342	Five Complete Signs + One Hybrid Sign
Extreme Signs			
Per Sign	\$35,950	\$179,750	Five Complete Signs (Did not bid on hybrid sign)
Crockett Fence Company			
Per Sign	\$30,400	\$152,000	Five Complete Signs
Total Project		\$173,000	Five Complete Signs + One Hybrid Sign

Butch Calvert   
Bid Opener Name and Signature



Item 8.

# PROPOSAL

241188-01  
 Date: 09/09/2024  
 Expires: 09/19/2024  
 Drawing Numbers: 241188-01

**Project:** City of Crockett welcome sign  
 200 N 5th St  
 Crockett, TX 75835

**Client:** City of Crockett welcome sign  
 200 N 5th St  
 Crockett, TX 75835

**Contact:** John Angerstein 936-544-5156 angersteinj@crocketttexas.org

We are pleased to offer this proposal for the following services at the above location. If you should have any questions please feel free to contact us anytime. We would appreciate any opportunity to work with you. Have a great day!

Project Description:	Item Total:
Survey	\$450.00
Permit Procurement (actual permit fees from city to be additional on final invoice)	\$450.00
Manufacture new non illuminated Single sided stone monument (to include solar lighting)	\$30,550.00
Installation	\$4,500.00
<b>Deposit Rate: 50%</b>	<b>Subtotal: \$35,950.00</b>
<b>Deposit: \$17,975.00</b>	<b>Total: \$35,950.00</b>

If you have any questions please feel free to contact us at (936) 435-0988.

**DUE TO THE INCREASE DAILY IN MATERIAL COST, PROPOSALS ARE ONLY VALID FOR 10 DAYS AFTER THE DATE OF PROPOSAL.**

**TAXES AND PERMIT FEES ARE NOT INCLUDED IN PROPOSAL AND WILL BE ADDED AT FINAL INVOICE**

**Notes:** All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. **Price listed above is only valid if ENTIRE scope is awarded. Elimination of any line items will reflect in price difference. Installation is quoted for all work to be completed in one trip to site unless otherwise specified above.**

**Exclusions:** Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others. Price listed above is subject to change pending the receipt of engineer drawings. Proposal listed above is only an estimate and not a confirmed price.

**Salesperson: Charles Vondra**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



# PROPOSAL

241188-01  
 Date: 09/09/2024  
 Expires: 09/19/2024  
 Drawing Numbers: 241188-01

**Project:** City of Crockett welcome sign  
 200 N 5th St  
 Crockett, TX 75835

**Client:** City of Crockett welcome sign  
 200 N 5th St  
 Crockett, TX 75835

**Contact:** John Angerstein 936-544-5156 angersteinj@crocketttexas.org

**Warranty:** Electronic Components have a 5 year manufacturer parts warranty and 1 year labor warranty on new units only.

**Terms:** 50% advanced deposit with balance due upon completion of project. Please mail checks to: Extreme Signs and Lighting, LLC 1800 Old Sycamore Ave, Huntsville, Texas 77340. Please have proposal number written on check.

**Credit Card Processing:** There is a credit card processing fee of 4% on all orders.

**YOU WILL BE ALLOTTED 2 FREE DESIGN REVISIONS WITH YOUR ORDER.  
 IT IS IMPORTANT THAT ALL INFORMATION IS PROVIDED TO THE DESIGN UP FRONT UPON DESIGN REQUEST  
 EACH ADDITIONAL REVISIONS AFTER THE FIRST TWO WILL BE CHARGED AT \$11.00 PER EACH**

**Salesperson: Charles Vondra**

Buyer's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Seller's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

SALES REPRESENTATIVE: Charles Vondra | PROJECT MANAGER: Rebecca Williams

# SIGN PACKAGE PROPOSAL

200 N 5th St | Crockett, TX 75835

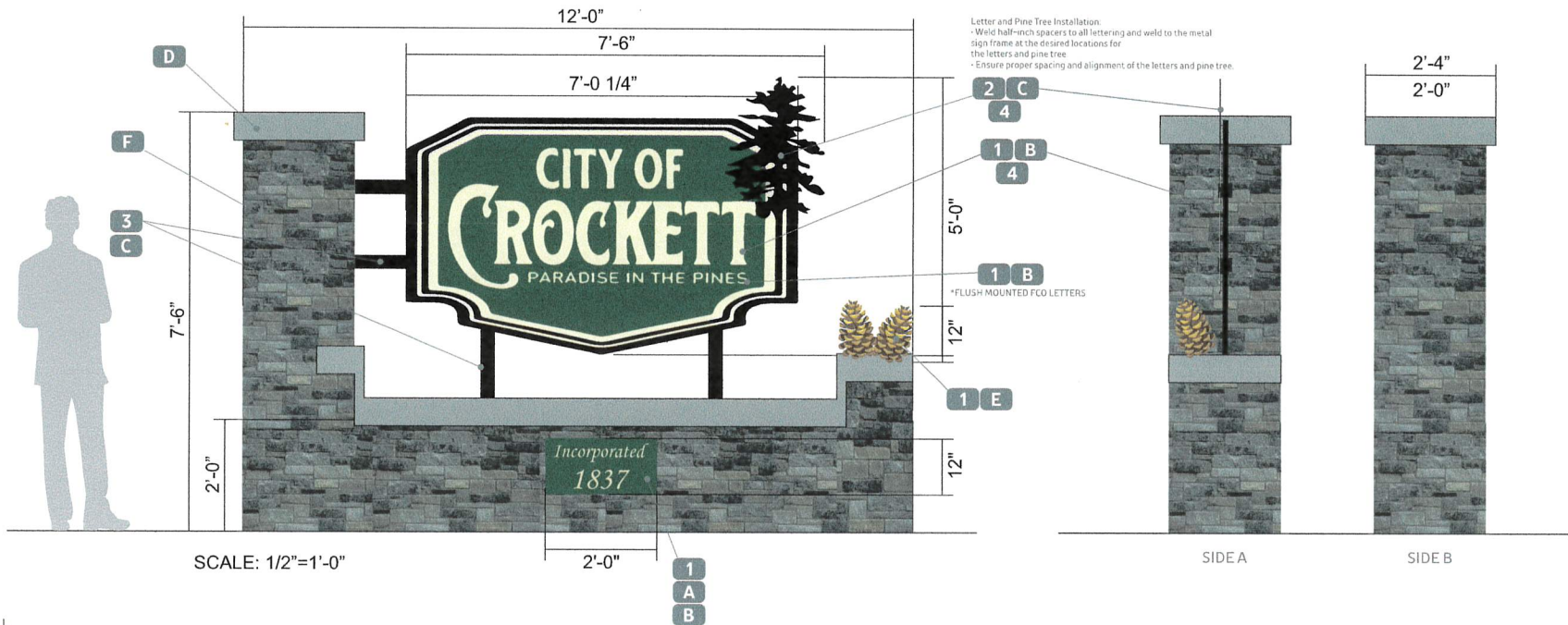


1800 Old Sycamore Ave. Huntsville, TX 77340 | Office: 1.936.435.0988 | Toll Free: 1.855.661.7446 | Fax: 1.936.435.1113 | [www.ExtremeSignsUSA.com](http://www.ExtremeSignsUSA.com)



SIGN TYPE A - QTY. 6, NON-ILLUM. SINGLE-SIDED MONUMENT

CITY OF CROCKETT / #241188



**SCOPE OF WORK:**  
 - MANUFACTURE & INSTALL  
 DOUBLE-SIDED NON-ILLUM.  
 MONUMENT

- OVERALL HEIGHT: 7'-6"  
 - OVERALL WIDTH: 12'-0"  
 - TOTAL SQ. FT.: 90 FT<sup>2</sup>

**CALL OUTS**

- 1 1/8" ALUM. FRAME, EXTERIOR PANELS, LETTERING, PINECONES
- 2 3/16" PINE TREE
- 3 3" SQUARE TUBE
- 4 1/2" SPACERS ON LETTERS/TREE

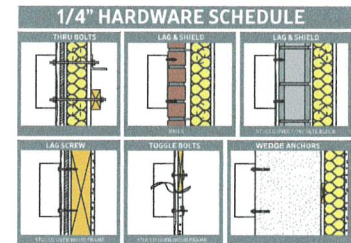
**COLOR SCHEDULE**

- A POWDER COATING HUNTER GREEN
- B BENJAMIN MOORE ANTIQUE WHITE
- C SATIN BLACK
- D CONCRETE

- E AGED BRASS DARK 338
- F BLUE CHARCOAL CHOPPED 468 NATURAL STONE - ACME BRICK



\*NOTE: IMAGES AND SIGNAGE NOT TO SCALE  
 ALL COLORS & MATERIALS REQUIRED  
 SURVEY REQUIRED FOR BEFORE SUBMITTING  
 TO MFG



JOB #: 241188-01

CLIENT: City of Crockett  
 SALES REP: Charles V.  
 ADDRESS: 200 N 5th St | Crockett, TX 75835

CONCEPT: 9/9/24 AR  
 REVISION 1  
 REVISION 2  
 REVISION 3  
 REVISION 4  
 REVISION 5

APPROVAL SIGNATURE

DATE

1800 Old Sycamore Ave  
 Huntsville, TX 77340  
 Office: 1.936.435.0988  
 Toll Free: 1.855.661.7446  
 Fax: 1.936.435.1113  
 www.ExtremeSignsUSA.com



CLAUSE: BY APPROVING THIS ARTWORK YOU ARE APPROVING ALL COLORS, SIZES AND SPELLING OF PROPOSED. IF ERRORS ARE FOUND AFTER APPROVAL IS RECEIVED AND PRODUCTION HAS STARTED, YOU THE CUSTOMER ARE RESPONSIBLE FOR ALL ADDITIONAL FEES.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

**SIGN TYPE A - QTY. 6, NON-ILLUM. SINGLE-SIDED MONUMENT**

CITY OF CROCKETT / #241188

The 3D metal sign will measure 6 inches in depth by 60 inches in height by 90 inches in length. The stone structure component will measure 2 feet in depth by 7 feet in height by 12 feet in length. Two 3D pine cones will measure 1-1/2 feet in height with a proportional radius.

**Materials**

- Metal: Sheet Metal with a thickness of 11g (1/8 inch) for the frame, exterior panels, lettering and pinecones, and 3/16 inch for pine tree.
- Stone: Blue Charcoal Chopped 468 Natural stone, available from ACME Brick.
- Letters and Pine Tree: Sheet Metal, cut to proportional dimensions and design.
- The two 3D pinecones shall be realistic in appearance and have visible scales and natural shape. Each pine cone will measure 1-1/2 feet height with a proportional radius. The pinecones to be powder coated chemical aged brass dark 338, or similar, for a realistic appearance. The two pine cones will be attached by bolts to the concrete base. There is a replica pinecone for viewing at the Crockett City Hall.
- Fasteners: Stainless steel bolts and screws for securing metal components.
- Spacers: Half-inch spacers for creating spacing between the sign, letters and pine tree.
- Coatings: Powder coating in a Hunter Green finish for the metal frame and panels. Benjamin Moore Antique White for the letters, Satin Black for the pine tree and pipe to attach to the stonework, chemical, aged brass dark 338, and sealant for the stone surfaces.

**Metal Frame Fabrication:**

- Construct a sturdy metal frame of square tubing or angle iron using the specified dimensions (6in x 60in x 90in)

- Incorporate necessary support structures, interior ribbing, and reinforcements as required by the sign's design and weight.
- The sign box frame will be installed on two - full height 3-inch OD thick wall pipe or square tubing (support legs), extending from top of sign to the concrete footing foundation and anchored to the concrete. Stone to be installed around support legs.
- One 3-inch OD thick wall pipe or square tubing to be anchored to the concrete foundation and extend to the full height through the interior of left-sided stone column.
- Two additional side legs of 3-inch OD thick wall pipe or square tubing to be welded to interior support legs of the sign to extend past the left side of sign and extend to interior of stone column and welded to 3-inch OD thick wall pipe or square tubing inside the left stone column.

**Metal Paneling:**

- Attach metal panels to the frame using interior and exterior welds.
- Ensure panels are securely fastened and aligned to create a smooth, even surface.
- Apply a Hunter Green powder coating to the metal panels for a consistent finish.

**Letter and Pine Tree Preparation:**

- Letters to be cut out of 11g (1/8 in) plate.
- Pine Tree will be out of 3/16 in plate.
- Cut and prepare metal or other suitable material for the letters and pine tree according to the design.
- Ensure letters and pine tree are finished to the desired appearance.

**Stone Base and Construction:**

- Pour a concrete base, 1/2 inch rebar reinforced, 12 inches deep, 3 feet wide by 13 feet wide (to extend past sides of stone base by a minimum of 6 inches, all the way around) with 3" x 12 inch wide x 48 inch deep piers under the base, filled with concrete and 1/2 inch rebar.
- Pour a small concrete base to mount solar battery pack and lighting system base.
- Secure the frame to the stone structure using additional fasteners as needed.

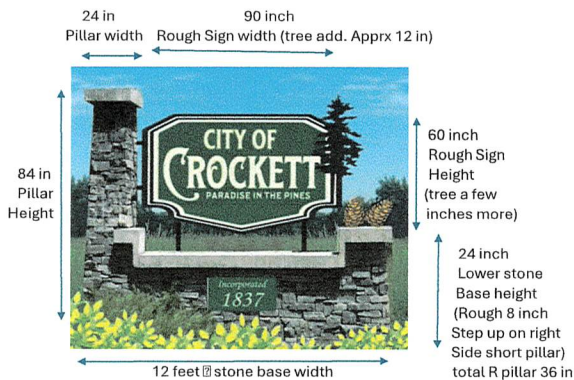
**Letter and Pine Tree Installation:**

- Weld half-inch spacers to all lettering and weld to the metal sign frame at the desired locations for the letters and pine tree.
- Ensure proper spacing and alignment of the letters and pine tree.

**Lighting Fixtures and Solar Battery Kit**

- An all-weather solar powered LED flood light system to sufficient in lumens to light up the sign surface to allow the sign and wording to be visible from the road shall be installed as part of the sign construction. The lighting color temperature is to be 2700K to 3000K for a natural, warm white.
- All lighting system components shall be weatherproofed to minimum IP65 or greater protection against rain or dust. All loose cabling to be enclosed in metal sealed conduit.
- The solar panel charging system shall be sufficient to fully charge with 8 hours of full sunlight, and battery capacity large enough to provide a minimum of 12 hours of run time.
- Lighting and all components shall have a minimum of 3-year commercial warranty.

**Bidding Specifications for City of Crockett Welcome Signs**



JOB #: 241188-01

CLIENT: City of Crockett  
 SALES REP: Charles V.  
 ADDRESS: 200 N 5th St | Crockett, TX 75835

CONCEPT: 9/9/24 AR  
 REVISION 1  
 REVISION 2  
 REVISION 3  
 REVISION 4  
 REVISION 5

APPROVAL SIGNATURE

DATE

CLAUSE: BY APPROVING THIS ARTWORK YOU ARE APPROVING ALL COLORS, SIZES AND SPELLING OF PROPOSED. IF ERRORS ARE FOUND AFTER APPROVAL IS RECEIVED AND PRODUCTION HAS STARTED, YOU THE CUSTOMER ARE RESPONSIBLE FOR ALL ADDITIONAL FEES.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

1800 Old Sycamore Ave.  
 Huntsville, TX 77340  
 Office: 1.936.435.0988  
 Toll Free: 1.855.661.7446  
 Fax: 1.936.435.1113  
 www.ExtremeSignsUSA.com







**Quote for Custom Metal Signs**

**Project:** City of Crockett Welcome Signs

**Description:** Detailed in City Bidding Specifications

**Itemized Breakdown:**

Item	Quantity	Description	Unit Price	Total
<b>Materials</b>				
Pinecone (16")	2	Sheets (16g)	\$96/sheet	\$192
Pinecone (12")	1.5	Sheets (16g)	\$96/sheet	\$144
City Sign (5' x 8')	5	Sheets (11g, 5' x 10')	\$216/sheet	\$1080
Round Stock	20'	1/2"	\$2.50/foot	\$50
Bolts	50'	1/4"	\$0.70/foot	\$35
Nuts	50'	1/4"	\$0.70/foot	\$35
Pine Tree (6')	0.25	Sheet (3/16", 4' x 8')	\$224/sheet	\$56
Thick Wall Pipe	3	21' Sticks (3" OD)	\$194/stick	\$582
Oxygen Tank	1		\$100	\$100
Setalien Tank	1		\$150	\$150
75/75 Tank	1		\$125	\$125
Weld Wire	1	Roll (.34)	\$100	\$100
Blending Wheels	10		\$15/wheel	\$150
Cutting Wheels	10		\$10/wheel	\$100
Wire Wheels	2		\$20/wheel	\$40

Plasma Table Tips \$40 \$40

**Labor**

Pinecone (16") 15 Hours \$100/hour \$1500

Pinecone (12") 13 Hours \$100/hour \$1300

City Sign (5' x 8') 36 Hours \$100/hour \$3600

Pine Tree (6') 1 Hour \$100/hour \$100

**Powder coat \$1000**

**Total Estimated Cost:** \$10,479 a sign

Total project bid \$62,982 (six signs)

**Checks made out to:** Robin Ogg

Please let us know if you have any questions or require further information.

**Proposal for Crockett Sign Construction of concrete and stone**

Juan Ayala  
936-239-6709

**\*\*Project:** \*\* Construction of five Signs for the City of Crockett

**\*\*Scope of Work:** \*\*

- \* Build footings according to city specifications.
- \* Construct columns using cinder block and wrap them with stone.
- \* Place white keystones centered on each column.

**\*\*Cost:** \*\*

\* \*\*Total cost per sign: \*\* \$9,600.00 (includes labor and materials) (five signs)

\* \*\*Total project cost: \*\* \$48,000.00

Please let me know if you have any questions or require further information. I would be happy to provide additional details or discuss the project in more depth.

Sincerely,

Juan Ayala

The GenLight 4X solar powered sign light is the highest-grade solar sign lighting system in its class. Each light utilizes a cutting-edge GenCXL proprietary solar charging circuit designed to prolong battery life and increase operating efficiency. This technology allows each GenLight 4X to power two extremely bright lighting fixtures dusk till dawn minimizing the size (and correspondingly the cost) of the required solar panel and battery units.

- **Solar Technology:** Mono crystalline solar panel
- **Light Output:** GenLight 4X LED Energy Efficient Flood Lights: 2X 75 Watts (750 lumen each). Suitable for monument / entrance signs
- **Battery Storage:** Integrated AGM batteries provide long lasting power and warranty
- **Sign Illumination Area:** 10' x 14' sign per fixture (unit includes 2 fixtures)
- **Integrated Lighting Timer:** Solar lighting system includes a timer that can be set for 2,4,6, 8, and all-night operation. The control switch can be easily toggled at the time of installation using onboard toggle switch.

Total \$1560.00 a sign

Total Project cost \$ 9,360 (six signs)

(Includes installation)

**Total project projected cost**

**Five completed signs – metal, stonework & lighting**

**One sign (just the metal fabrication, install & lighting to existing brick structure)**

**\$120,342**

**Subject: Thank You for Your Consideration of FG Metalwork**

Dear City of Crockett,

I am writing to express my sincere gratitude for considering FG Metalwork for the GM of the city sign project. Your time and attention to our bid are greatly appreciated.

We are excited about the opportunity to contribute to the aesthetic and functional aspects of our city's signage. Our team is committed to delivering a high-quality product that exceeds your expectations.

Thank you again for your consideration.

Sincerely, Robin Ogg

Owner FG Metalwork

281-780-8812



680 ST. HWY 21 W.  
 936-544-5848  
 CROCKETT, TX 75835  
 936-546-1936

Date: 9-12-24  
 To: City of Crockett

BID

QTY	DESCRIPTION	UNIT PRICE	TOTAL
5	3D metal signs set on Stone work all signs will be have solar light qs required	30400 <sup>00</sup>	152000 <sup>00</sup>
1	3D sign installed behind existing brick work and solar lights installed no Stone work		21000 <sup>00</sup>
		SUBTOTAL	
		SALES TAX	
		TOTAL DUE	173000 <sup>00</sup>

THANK-YOU FOR YOUR BUSINESS.  
 Casey Robinson



**Boulder Size - 90" wide by 60" tall by 10" thick - 7ft pillar - 12ft base**

NOTE THAT NO TWO BOULDERS ARE THE SAME. \*ALL FONTS AND IMAGES MAY VARY SLIGHTLY ON COMPLETED PROJECT.  
PROOFS SHOWN ARE NOT EXACT REPRESENTATIONS AND LIKE ALL NATURAL MATERIALS VARIATION IS NORMAL.



254-742-2021 Phone

[www.boulderdesigns.net](http://www.boulderdesigns.net)

2324 N. Robinson Dr.  
Waco, TX. 76706

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The price per Boulder in total would be \$13,027.56 for a single sided rock. Double sided would be 40% of the cost added onto it. The cost for Border per Boulder would be \$950.

Butch Mogavero  
CEO  
254-214-5955



*Waco Restoration and Remodeling, LLC*

877-892-2954 Phone  
254-224-6882 Fax

2324 N. Robinson Dr.  
Waco, TX 76706

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9/16/2024

John Angerstein  
City Administrator  
200 North Fifth Street  
Crockett, TX  
936.544.5156 EXT 202  
[angersteinj@crocketttxas.org](mailto:angersteinj@crocketttxas.org)

RE: City of Crockett Sign

Dear Mr. Angerstein:

May this letter serve to inform you that Waco Restoration and Remodeling LLC is the Sole Source of the following item(s) and or service(s):

Monument signage for Crockett Texas

The above-named company or firm is the Sole Source of the item(s) and/or service(s) listed above, and no other company or firm sells or distributes such item(s) and/or service(s).

Competition in providing the above-named item(s) and/or service(s) is precluded by the existence of a patent, copyright, secret process, or monopoly.

There is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function.

Sincerely,

A handwritten signature in black ink, appearing to read 'Butch Mogavero'. The signature is written in a cursive style with a long horizontal line extending to the right.

**Butch Mogavero**  
President - CEO  
Waco Restoration and remodeling dba Boulder Designs  
2324 Robinson Drive  
Waco, TX 76706  
C: 254-214-5955  
W: 254-742-2021 ext 107

If bid is awarded to Boulder Design, there will be associated cost of metal work and lighting to be added:

**Metal Work Add-on:**

FG Metalwork quote for city signs

13" Pinecone \$1500

16" Pinecone \$1700

Pinetree 5' 1/8" \$300

This quote includes powder coat.

Total - \$3500 each sign

**Lighting Package Add-on:**

Budget of \$3,000

5 Gateway Signs with Metal Work and Lighting added - **\$102,387.80**

Deduct donation for 1 sign - **\$20,477.56**

Total Cost from American Rescue Plan Act - **\$81,910.24**



Terry Black Construction  
P. O. Box 597  
Alto, Texas 75925  
(936) 858-5901 \* (936) 858-5903-Fax  
blackconstruction@consolidated.net



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October 4, 2024

City of Crockett  
Attn: John Angerstine  
200 N. 5<sup>th</sup> St.  
Crockett, TX. 75835

RE: Houston Street Sewer Repair

We propose to furnish and install approximately 90 FT of 18 Inch Steel pipe encasement, 100 FT of 12 Inch SDR 26 sewer pipe, 2 manholes and tie-in to existing 12" line.

Total Amount Bid \$55,000.00

If you have any questions please call our office at 936-858-5901.

Thank you,

A handwritten signature in black ink that reads "Terry Black". The signature is written in a cursive, flowing style.

Terry Black

**RESOLUTION NO. R-10C-24**

**OCTOBER 21, 2024**

WHEREAS, the City of Crockett has experienced unforeseen expenditures and revenue during its FY 2025 budget year; and

Whereas, the City Charter allows for public necessity that the budget may be amended and appropriations moved from one department to another or within a department;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crockett that the City's FY 2025 Budget be amended in the following manner:

**FY 2025 AMENDMENT ONE**

		Original Budget	Change	Amended Budget
<b>REVENUES</b>				
Fund:02	Water and Sewer			
02-318-01	Carry Over – Utility Reserves	\$ -	\$55,000.00	\$55,000.00
<b>EXPENSES</b>				
Fund:02	Water and Sewer			
02-463-67	Sewer Main Replacement Projects	\$ -	\$55,000.00	\$55,000.00

ADOPTED at a regular meeting of the City Council of the City of Crockett, Texas on the 21st day of October, 2024.

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

ATTEST:

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



# Complete Cross-Connection Control



*For*

# Cities and Water Utilities



*Presented by:*



Vepo, LLC | 25740 Century Oaks Blvd | Hockley, Texas 77447  
281.476.6886 | [conserve@vepollc.com](mailto:conserve@vepollc.com) | [www.vepollc.com](http://www.vepollc.com)

## About Vepo, LLC

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Vepo, located in Hockley, Texas near Houston, is dedicated to the vital mission of water protection and conservation. Our primary goal is to safeguard and preserve our most invaluable natural resource.

Through our innovative Envirotrax® system, we actively contribute to water supply protection by offering the following features:

- Streamlined entry of backflow test and maintenance reports.
- Efficient tracking of backflow assemblies.
- Seamless handling of renewal letters for periodic retesting of backflow assemblies.
- User-friendly entry of Customer Service Inspection (CSI) certificates.
- Integration of cross-connections with corresponding backflow assemblies during a CSI.
- Thorough tracking of trip-tickets or manifest for fats, oils, and grease.
- Comprehensive monitoring of inspection reports for fats, oils, and grease.

With these powerful tools at your disposal, we empower you to effectively manage and monitor your entire cross-connection control program.

## Qualifications

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At Vepo, LLC, we take pride in our Texan roots and possess a deep understanding of the water challenges that our great State faces. We are uniquely equipped to aid our fellow Texans in safeguarding our water resources, ensuring a prosperous future for Texas. With decades of experience in the fields of irrigation and backflow, as well as programming and web development, our dedicated team is well-prepared to assist you.

Notably, two of our founding members have developed industry-leading software programs for irrigation design and scheduling, which have been in the marketplace for more than three decades. Throughout this time, we have served and supported over 10,000 customers, earning their trust and satisfaction.

Furthermore, our team pioneered the creation of the first Internet-based irrigation training program approved by the Texas Commission on Environmental Quality (TCEQ) for Continuing Education Units (CEUs) in the State of Texas.

This extensive background and expertise enable us to effectively plan, implement, and manage the Envirotrax® system, ensuring optimal results.

## Complete Cross-Connection Control

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Vepo offers the Envirotrax® system, a comprehensive cross-connection control program. Envirotrax® is available to all cities or water purveyors completely FREE OF CHARGE.



### *Online Backflow Management*

The Envirotrax® system is a comprehensive solution for the testing, tracking, and reporting of backflow prevention assemblies. The system is available to any city or water purveyor completely FREE OF CHARGE. All associated fees are covered by the Backflow Prevention Assembly Tester (BPAT). By utilizing this system, users gain access to essential online tools that simplify the process of entering backflow test and maintenance reports, as well as conducting the renewal testing of the assemblies with ease and efficiency.

### *Online Customer Service Inspection Management*

The Envirotrax® system offers a comprehensive Customer Service Inspection (CSI) program that comes with tracking and reporting capabilities. Moreover, this system is available to any city or water purveyor absolutely FREE OF CHARGE. Third-party inspectors are required to pay a nominal fee for entering each CSI certificate. This system equips users with convenient online tools to efficiently enter CSI Certificates and establish cross-connections with backflow assemblies stored within the online system.

## *Why is a system like this needed?*

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### *Online Backflow Management*

Backflow prevention assemblies are mechanical devices that are prone to failure. If such an assembly malfunctions, there is a risk of contaminating the potable water supply. It is strongly recommended, as stated in nearly all significant codes and standards, that backflow prevention assemblies undergo testing at least annually.

### **American Water Works Association (AWWA)**

#### **Backflow Prevention and Cross-Connection Control**

##### **Water Purveyor's Risk Assessment**

##### **Testing of backflow-prevention assemblies.**

.....The water purveyor should field-test or require to be field-tested the backflow-prevention assemblies it relies on under these circumstances:

- on installation,
- at least annually,
- after repairs,
- after relocation or replacement, and
- on responding to a reported backflow incident.

### **Uniform Plumbing Code (UPC)**

#### **Water Supply and Distribution**

##### **312.9.2 Testing**

.....shall be tested at the time of installation, immediately after repairs or relocation and at least annually.

### **International Plumbing Code (IPC)**

#### **Water Supply and Distribution**

#### **603.2 Approval of Devices or Assemblies**

.....Such devices or assemblies shall be tested at the time of installation, repair, or relocation and not less than on an annual schedule thereafter, or more often where required by the Authority Having Jurisdiction.

### ***Online Customer Service Inspection Management***

Periodic inspections of water systems play a crucial role in identifying potential cross-connections and ensuring the presence of appropriate backflow prevention assemblies. These inspections are essential to safeguard the potable water supply from contamination.

## ***How does it work?***

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### ***Online Backflow Management System***

Envirotrax® is a user-friendly platform that simplifies the process of managing backflow prevention. Property owners can easily hire a registered Backflow Prevention Assembly Tester (BPAT) to conduct the necessary tests on their backflow prevention assemblies. The BPAT creates a secure account in the Envirotrax® system and logs in to record the test results.

Through a password-protected administration account, water purveyors have the ability to search for backflow test reports within their jurisdiction using various criteria such as property address, mailing address, serial number, hazard type, assembly type, BPAT company name, BPAT license number, BPAT contractor name, date range and more. The test reports can be conveniently viewed online or printed as PDF files.

Behind the scenes, Vepo diligently validates each entry into the system. Our proprietary Validation system promptly alerts Vepo of any changes detected between the previous and current tests. These changes include inconsistencies in assembly information, such as alterations in assembly type, make, model, size, or serial number. The validation process also identifies assemblies that have been relocated to a different address and checks for any discrepancies in property address or mailing address information. This rigorous validation ensures that the assembly test information remains accurate and consistent.

The Notifications feature empowers each user to create, view, search, and receive notifications based on their specific preferences. For instance, assigned personnel can opt to receive notifications when replacement assemblies or failed tests are recorded in the system.

In the System Reports section, users can access valuable statistics regarding the number of test reports submitted annually. It also provides insights into the percentage of assemblies categorized by hazard type, assembly type, and whether they are commercial or residential. Additionally, the Assembly Compliancy Status feature presents the total number of active assemblies and the corresponding number

and percentage of compliant assemblies. Compliancy status is further broken down by each preset hazard type, enabling focused analysis and attention.

If a BPAT allows their license, insurance, or test gauge certification to expire, the Envirotrax® system will automatically deactivate their account. This precautionary measure prevents them from submitting any further test reports until their information is updated and verified by Vepo personnel.

Furthermore, Envirotrax® has the capability to generate up to three letters notifying existing property owners of upcoming backflow test requirements. Vepo takes care of all aspects related to the distribution of these letters, from printing to mailing, ensuring a seamless communication process.

### *Online Customer Service Inspection Management*

With the Envirotrax® Customer Service Inspection Management system, the water purveyor typically notifies a water customer of the need for a Customer Service Inspection. Once notified, the water customer can hire a registered Customer Service Inspector (CSI) to conduct the inspection. The CSI creates a secure account in the Envirotrax® system and logs in to their password-protected account to record the inspection results. Additionally, the system allows them to link any cross-connections found during the inspection with existing test and maintenance reports for backflow assemblies within the system.

Through a password-protected administration account, water purveyors have the ability to search for inspections within their jurisdiction using various criteria such as property address, mailing address, inspector company name, inspector license number, inspector name, inspection status (pass/fail), and date range. Inspections can be conveniently viewed online or printed as PDF files.

The System Reports feature provides comprehensive statistics on inspections, including the number of inspections entered per year, the percentage of inspections that passed or failed, the distribution of each inspection type, and whether the properties inspected are commercial or residential.

In the event that an inspector allows their license or required insurance to expire, the Envirotrax® system will automatically deactivate their account until their information is updated and verified by Vepo personnel.

**Envirotrax® is 100% FREE OF CHARGE to any water purveyor. With Envirotrax®, a water purveyor can now manage backflow assemblies and Customer Service Inspections within their cross-connection control program without the need for additional manpower or financial investment.**

## Benefits of Envirotrax®

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There are numerous benefits to using the Envirotrax® system for the water purveyor, BPAT, and the inspector. Below are just a few.

- The TCEQ is approving cities and water purveyors to use Envirotrax® for accepting and storing backflow test and maintenance reports and Customer Service Inspection Certificates.
- The Envirotrax® system is completely FREE OF CHARGE for water purveyors.
- Data is secure and confidential.
- Regular testing of backflow prevention assemblies ensures the protection of the water supply.
- Water systems undergo regular inspections to guarantee proper backflow prevention.
- The accuracy of all backflow test results is automatically verified.
- Vepo personnel verify the BPAT license, company fire license, gauge test accuracy report, Customer Service Inspector license, and general liability insurance.
- If a license, insurance, or test gauge expires, the system prevents the submission of backflow tests or Customer Service Inspection Certificates.
- The elimination of paper reports saves time and money.
- The system is user-friendly and easy to learn.
- Search capabilities are available for all test reports and inspections.
- Envirotrax® allows multi-user access for the water purveyor, BPAT and inspection personnel.

## Fees

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### Online Backflow Management

Envirotrax® is provided FREE OF CHARGE to any city or water purveyor. All associated fees are covered by the Backflow Prevention Assembly Tester (BPAT). The BPAT is responsible for paying a fee for submitting a passing backflow test and maintenance report. There are no registration or advertising fees involved. Please find below the fees associated with the services provided:

#### **\$11.50**

With Vepo mailing up to three annual renewal letters for each maturing test report

### Online Customer Service Inspection Management

Envirotrax® is FREE OF CHARGE to any city or water purveyor inspector. Third-party inspectors pay a fee to enter a Customer Service Inspection. Below are the fees paid by the inspector:

#### **\$0.00**

If a CSI is entered by city or water purveyor licensed personnel

#### **\$10.00**

If a CSI is entered by a third-party licensed inspector

## Client References

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Here are a few client references for your consideration. If you need more references, please do not hesitate to let us know, and we will be happy to provide them.

City of Fort Worth  
Micah Reed  
817-392-8211  
Micah.Reed@fortworthtexas.gov

City of Corpus Christi  
Blanca Villanueva  
361-826-1665  
BlancaP@cctexas.com

The City of San Angelo  
Mike Purcell  
325-653-5448  
mike.purcell@cosatx.us

City of Conroe  
Christine Santiny  
936-522-3879  
csantiny@cityofconroe.org

City of Colleyville  
Don Baker  
817-503-1367  
dbaker@colleyville.com

City of Southlake  
Madisson Dunn  
817-748-8638  
acarlisle@ci.southlake.tx.us

City of Baytown  
Adileni Olivares  
281-420-5311 x8242  
Adileni.Olivares@baytown.org

City of Sequin  
Rick Jimenez  
830-386-2218  
rjimenez@seguintexas.gov



# Quick List of Features and Capabilities



## ENVIROTRAX® SYSTEM

### REGISTERED BPAT AND CUSTOMER SERVICE INSPECTOR

Registration includes all participating water purveyors

Password protected account

From one screen, manage or view their registered license, insurance, gauges, sub accounts, CSI Certificates, recent test submissions, tests expiring this month, tests expiring next month, and tests expiring in two months

Search assembly test history by serial number, property address, or mailing address

Export search results and test reports to multiple formats including Microsoft® Excel and Adobe® PDF

Easily select a water purveyor to enter test and maintenance reports or CSI Certificates

Submit test reports or certificates online from a PC, tablet, or smart phone with Internet access

No tracking numbers or tags to affix to an assembly as required in other online systems

Pick and choose payment of test reports

Print or review payment receipts

No travel time to water purveyor's office allowing for more productivity

Convenience of online reporting and transactions

Improved accuracy of data and site information

### WATER PURVEYOR

No software to purchase, so IT department has no upgrades, annual fees, or program maintenance to oversee

No additional staff is required, eliminating health benefits, paperwork to file, additional vehicles and maintenance, creation of forms and letters, postage, and office supplies

Manage account contact information and other user password protected logins

Unlimited number of user logins

View number of test submissions per day for last 10 days instantly

View BPAT and Inspector insurance requirements and all associated fees

Search assemblies with 26 different criteria settings and export reports to multiple different formats

Able to create multiple different search templates

Easily search list of registered BPAT's and CSI's

Customize language in renewal letters

Each user may create their own specific set of notifications based on their selected criteria

View a report on the average assembly compliancy or compliancy broken out per hazard type

View system reports by year, property type, hazard type, and assembly type

<b>VEPO MANAGEMENT ROLE</b>
Manage and maintain the Envirotrax® system
Create links to display registered BPAT's and Inspectors for the water purveyor's website
Notify Licensed BPAT's in the immediate area
Notify water purveyor's customers of the new Online Backflow Management System
Train water purveyor personnel to use the systems
Train interested BPAT's and Inspectors to use the system
Verify BPAT and CSI licenses, Fire Marshall licenses, insurance, and test gauge certifications
Maintain all backflow test validations and out of service requests
Provide a Quick Start Guide for registration and test entry procedures
Provide an Online Learning Center with video tutorials on how to use the features of the system
Provide support to BPAT's and Inspectors registering or entering test reports or certificates
Provide sample renewal letters to water purveyor for approval with the main language being customizable
Handle 100% of annual test requirement renewal letters
Create and mail renewal letters the first week of each month
Upload new client past test history at no charge into the system if provided in an acceptable format
Provide the capability for the water purveyor to import and export data as desired
<b>WATER PURVEYOR INSPECTOR</b>
Access to a specialized link to verify that backflow tests have been performed from a PC, tablet, or smart phone with Internet access
<b>BACKFLOW ASSEMBLY OWNER</b>
Access to a specialized link that is automatically updated with a list of registered testers for their area



# **Service Availability and Data Integrity**



## ***Program Information***

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Our system is comprised of two separate software modules running on dedicated web servers. The modules include the Envirotrax® system and the W.I.S.E. Guys residential irrigation evaluation program.

## ***Service Availability and Data Integrity***

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### ***Service Availability and Redundancy:***

Vepo's software system resides on two independent server clusters which are hosted by leading web service providers. Each of our server clusters consists of enterprise level server architecture. This level of server architecture maximizes service availability and provides a high level of data protection.

Each of our servers is protected from drive failure and data loss through an array of RAID configured hard drives. In the event of a hard drive failure, the other drives on the RAID array will pick up the load until a technician replaces the failed hard drive. The process is completely transparent to the end user and no service interruption takes place.

Our frontend web server clusters are setup in a load balanced configuration. Load balancing consists of two or more mirrored servers working in tandem with each other. Demand on the server cluster is distributed evenly. Load balancing provides our server clusters with efficient hardware scalability. As demand increases on our servers, we can simply drop another server into the load balanced server array. Load balancing also provides a high level of redundancy in case of server failure. In the event of a server failure, it is taken offline for repair and the mirrored servers in the load balanced server array will pick up the load. Once again, the process is completely transparent to the end user and no service interruption takes place.

Vepo's services are protected against failure on a server cluster, data facility, and web host provider level by a secondary server cluster hosted by a separate web host provider operating on a completely different network. Failures at this level can include an "act of god" event such as an earthquake or tornado destroying an entire data facility. Hackers and other hostile entities can also shut down web services and even an entire network through Denial of Service (DOS) attacks. In the event of a service failure at this level, Vepo has redundancy plans in place to automatically redirect traffic to our secondary server cluster through domain redirects. In the extreme event of our web hosting provider's DNS server experiencing a DOS attack, which will negate domain redirects, we will send email notifications to our end users with instructions on where to login to our secondary server cluster.

Vepo's primary server cluster is managed and hosted by Ionos, a leader amongst global Web hosting providers. Ionos hosts 13.27 million customers and over 19 million domain names in seven data centers with 70,000 servers in Europe and the United States. Our primary server cluster is located in Iono's state of the art data center located in Lenexa, Kansas. Our secondary server cluster is hosted by Hivelocity. This set of servers is located halfway across the country in the data center in Tampa, Florida.

### ***Data Backup, Replication, and Disaster Recovery:***

Database backup is provided by professional database backup software. A full backup of our primary database is made on an hourly basis. Backups are stored locally on the server and a copy of the backup is also uploaded to a remote cloud storage service. In a worst-case scenario failure of the primary server cluster or loss of data integrity, the data can be restored from the local or remote backup file.

Data replication is the act of mirroring or syncing data from one location to another. Data is replicated to our secondary server cluster by means of enterprise level transactional replication services. Replicated data on the secondary database server is our primary means of restoring lost or corrupted data.

Vepo's disaster recovery (DR) plan consists of 3 components: A secondary server cluster operating independently from the primary server cluster; data replication; and professional hourly backup. Our secondary server cluster DR plan minimizes service interruption and data loss during the recovery process by already having a complete copy of the primary service in place and operational. If the data that was replicated to the server is corrupted in anyway, data will be restored from cloud backup which will never be more than one hour old.

### ***Data Availability***

---

Through the online system, all backflow test and maintenance reports are available for review online 24/7. The Water Supplier Administration user interface (UI) provides advanced querying capabilities. Query results may be exported as Comma Separated Values (CSV), an Excel Spreadsheet, or an Adobe Portable Document Format (PDF) printable document.

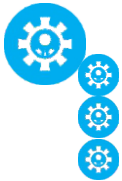
If more advanced data export functionality is needed, Vepo can provide custom data exports to simple local databases such as Microsoft Access, to advanced data exports such as replicating your data to a MS SQL Server to be accessed remotely.

# Vepo System Diagram

Vepo Administration



Water Supplier Administration



## Vepo Management Application

User ID and Password protected management account  
All HTTP request and responses are SSL encrypted

### Application Tools:

- Account dashboard/overview for a quick overview of the account status
- Sub-administrator management
- Notification management
- Property record management
- Backflow test and CSI record search/export tools
- Backflow test and CSI statistical reporting
- Registered user search and management
- Registered user license, test gauge, and insurance management \*

\* Vepo administrator accounts only

1&1  
Datacenter



## Application Server Nodes



Microsoft Windows Server nodes in a load balancing configuration.  
Additional nodes can be added as the demand for system resources increases.

## MSSQL Database Nodes



Microsoft MSSQL Server nodes in a load balancing configuration.  
Additional nodes can be added as the demand for system resources increases.  
Data is replicated to the HiVelocity MSSQL nodes. Hourly database backup is stored locally and in a cloud backup service.

Registered Users



WWW



Routed network

## Cloud Backup Services



Data storage used for application and database backups.

HiVelocity  
Datacenter



## Application/MSSQL Database Nodes



Combined application/database servers in a load balancing configuration. This is a mirror of the 1&1 node and is responsible for the following:

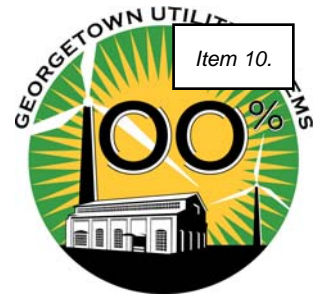
- System Redundancy: Client requests will be routed here if the 1&1 servers become nonresponsive.
- Development Environment: Application updates are pushed to these servers for testing before they are pushed to the live 1&1 servers.



# Attachments and Supplements



City of Georgetown  
 PO Box 1430  
 Georgetown, Texas 78626



Super Grocery Store  
 Bob Dillon  
 2000 W Baker Rd  
 Anywhere, TX 77123

<b>Account Number:</b>	<b>1080-2995-3177</b>
<b>Date:</b>	9/19/2024
<b>Property Location:</b>	Super Grocery Store 2000 W Baker Rd Anywhere, TX 77123

**City of Georgetown - Notice of Backflow Prevention Assembly Test Renewal**

Dear Customer,

Protecting the quality and safety of our water supply is something we take very seriously. Part of that role is checking that water from other sources does not accidentally contaminate the water you and your neighbors rely on.

According to our records, the annual test of one or more of your Backflow Prevention Assemblies are due within the next 60 days. A successful test of any assemblies must be completed by a registered Backflow Prevention Tester (BPAT) and the results submitted through our online system, Vepo, LLC. Water service may be interrupted while the test is being performed, depending on how your system is configured. The test results must be submitted no later than the Expiration Date below.

For a list of registered and approved Backflow Prevention Assembly Testers (BPAT's), please visit our website at [www.gus.georgetown.org](http://www.gus.georgetown.org).

If any backflow assembly has been tested within the past twelve months, the assembly is no longer in service, or there are any other discrepancies in the information provided in this letter, please let us know so that we may correct our records.

Note: Backflow prevention assemblies on fire protection sprinkler systems are required by the State Fire Marshal to be tested and/or repaired by a BPAT who is a full-time employee of a fire protection sprinkler company that is licensed with the State Fire Marshal's Office.

Should you have any questions, please write or call:

**City of Georgetown**  
**Customer Care**  
**PO Box 1430**  
**Georgetown, Texas 78626**

**Telephone: 512-930-3640**  
**Email: [customercare@georgetown.org](mailto:customercare@georgetown.org)**

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Water Regulatory

Assembly Information	Location Description	Last Tested By	Expiration Date
Wilkins 975XL 3/4 - RP SN: 5660145	Produce prep cooler under 3-comp sink...	Sample BPAT 123-456-7890	Tested On: 9/3/2023 Expiration: 9/1/2024
Wilkins 975XL 3/4 - RP SN: 5660160	Meat market on cooler wall across fro...	Sample BPAT 123-456-7890	Tested On: 9/3/2023 Expiration: 9/1/2024
Wilkins 975XL 3/4 - RP SN: 5660162	Bakery under 3-comp sink on wall for ...	Sample BPAT 123-456-7890	Tested On: 9/3/2023 Expiration: 9/1/2024
Wilkins 975XL 1/2 - RP SN: 1117226	Deli under 3-comp sink on wall for ho...	Sample BPAT 123-456-7890	Tested On: 9/3/2023 Expiration: 9/1/2024
Wilkins 375 2 1/2 - RP SN: 1264078	Main service at meter	Sample BPAT 123-456-7890	Tested On: 9/3/2023 Expiration: 9/1/2024
Febco 860 1 1/2 - RP SN: H854912	Carwash meter	Sample BPAT 123-456-7890	Tested On: 9/3/2023 Expiration: 9/1/2024

City of Orange  
 402 S 10th st  
 Orange, Texas 77630



Gas Station  
 Manager  
 2175 S Central Cir  
 Anywhere, TX 77777

<b>Account Number:</b>	<b>1080-2886-3178</b>
<b>Date:</b>	9/19/2024
<b>Property Location:</b>	Gas Station 2175 S Central Cir Anywhere, TX 77777

**City of Orange - Notice of Backflow Prevention Assembly Test Expiration**

Dear Customer,

Our records indicate that you have not completed a test on one or more Backflow Prevention Assemblies installed in your water service, within your plumbing system, or within your irrigation system by the required Expiration Date indicated below. We must receive an acceptable test report to indicate that the backflow prevention assembly is in working order.

The test results must be completed by a registered Backflow Prevention Assembly Tester (BPAT) and the results submitted through our online system no later than 10/19/2024.

For a list of registered and approved Backflow Prevention Assembly Testers, please visit our website at <http://www.orangetexas.net/cross-connection-control-backflow/>.

If any backflow assembly has been tested within the past twelve months, the assembly is no longer in service, or there are any other discrepancies in the information provided in this letter, please let us know so that we may correct our records.

Note: Backflow prevention assemblies on fire protection sprinkler systems are required by the State Fire Marshal to be tested and/or repaired by a BPAT who is a full-time employee of a fire protection sprinkler company that is licensed with the State Fire Marshal's Office.

Should you have any questions, please write or call:

**City of Orange**  
**Gavin Victoria Water & Sewer Manager**  
**402 S 10th st**  
**Orange, Texas 77630**

**Telephone: 409-988-7335**  
**Fax: 409-883-1952**  
**Email: [jlangle@orangetexas.gov](mailto:jlangle@orangetexas.gov)**

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Adam Jack, P.E., Director of Public Works

Assembly Information	Location Description	Last Tested By	Expiration Date
Watts 009M2 1 - RP SN: 1351869	Water heater room near water heater	Sample BPAT 123-456-7890	Tested On: 8/19/2023 Expiration: 8/19/2024
Watts 007 1 - DC SN: 1451857	Main water line below water heater	Sample BPAT 123-456-7890	Tested On: 8/19/2023 Expiration: 8/19/2024
Watts 009M2 1 - RP SN: 1354241	Below soda machine in back of store	Sample BPAT 123-456-7890	Tested On: 8/19/2023 Expiration: 8/19/2024
Watts 009M2 1 - RP SN: 1354241	Below soda machine in back of store	Sample BPAT 123-456-7890	Tested On: 8/19/2023 Expiration: 8/19/2024

City of Midland  
 300 N. Loraine, Suite 520  
 Midland, Texas 79702



Some Commercial Company, Inc  
 1001 Mailing St  
 Hockley, TX 77321

<b>Account Number:</b>	<b>1084-1</b>
<b>Date:</b>	9/19/2024
<b>Property Location:</b>	1001 Testing Property St Houston, TX 77123

**City of Midland - Notice of Backflow Prevention Assembly Test Requirement**

Dear Customer,

Our records indicate that you have not completed a test on one or more Backflow Prevention Assemblies installed in your water service, within your plumbing system, or within your irrigation system by the required Expiration Date indicated below. We must receive an acceptable test report to indicate that the backflow prevention assembly is in working order.

Irrigation systems are ranked by the American Water Works Association (AWWA) as a high health hazard to the public water system because of exposure to fecal material, fertilizers, pesticides, and other contaminants. The Texas Commission on Environmental Quality (TCEQ) requires installation of backflow prevention assemblies on all irrigation systems.

City of Midland Plumbing Codes and Code of Ordinances require that all backflow prevention assemblies be inspected annually by a licensed Backflow Prevention Assembly Tester (BPAT). Because our records show that one or more assemblies have not been tested in the past year, you must have any assemblies listed below tested immediately, but no later than 9/30/2024 by a registered Backflow Prevention Assembly Tester. Please comply with this deadline as soon as possible. Code Enforcement must take action if the deadline is not met.

For a list of registered and approved Backflow Prevention Assembly Testers, please visit our website at <http://www.midlandtexas.gov/backflow>.

If any backflow assembly has been tested within the past twelve months, the assembly is no longer in service, or there are any other discrepancies in the information provided in this letter, please let us know so that we may correct our records.

Note: Backflow prevention assemblies on fire protection sprinkler systems are required by the State Fire Marshal to be tested and/or repaired by a BPAT who is a full-time employee of a fire protection sprinkler company that is licensed with the State Fire Marshal's Office.

Should you have any questions, please write or call:

**City of Midland**  
**Carl A Craigo, P.E.**  
**300 N. Loraine, Suite 520**  
**Midland, Texas 79702**

**Telephone: 432-685-7260**  
**Email: [utilities@midlandtexas.gov](mailto:utilities@midlandtexas.gov)**

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Carl A Craigo, P.E.

Assembly Information	Location Description	Last Tested By	Expiration Date
Watts Model123 2 - DC SN: 66501	NE corner of main building.	AAA Backflow, LLP 713-123-4567	Tested On: 9/19/2023 Expiration: 9/20/2024
Watts Model123 2 - DC SN: 133002	NE corner of main building.	AAA Backflow, LLP 713-123-4567	Tested On: 9/19/2023 Expiration: 9/21/2024
Watts Model123 2 - DC SN: 199503	NE corner of main building.	AAA Backflow, LLP 713-123-4567	Tested On: 9/19/2023 Expiration: 9/22/2024
Watts Model123 2 - DC SN: 266004	NE corner of main building.	AAA Backflow, LLP 713-123-4567	Tested On: 9/19/2023 Expiration: 9/23/2024
Watts Model123 2 - DC SN: 332505	NE corner of main building.	AAA Backflow, LLP 713-123-4567	Tested On: 9/19/2023 Expiration: 9/23/2024

## Sample City - Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested for recordkeeping \*purposes:

Sample City  
123 Anywhere St  
Anywhere, Texas 77777

**PWS ID:** 12300456000  
**Contact Name:** Backflow Prevention Program  
**Phone Number:** 123-456-7890

### BPAT Information

**Company Name:** Sample BPAT  
**Tester Name:** Junior Sample  
**Address:** 123 Anywhere Street  
Anywhere, Texas 77000

**Phone Number:** 123-456-7890  
**Email Address:** junior@bpat.com  
**License Number:** BP1234567  
**License Expiration:** 4/25/2019

### Location Information

**Property Type:** Commercial  
**Business Name:** Burger Hut  
**Property Address:** 200 N Kimberly Ave #204  
Anywhere, TX 77000

### Contact Information

**Company Name:** Burger Hut  
**Contact Name:** Manager  
**Mailing Address:** 200 N Kimberly Ave #204  
Anywhere, TX 77000  
**Phone Number:**  
**Email Address:**

### Backflow Information

The backflow prevention assembly detailed below has been tested and maintained as required by commission regulations and is certified to be operating within acceptable parameters.

**Backflow Method:** Reduced Pressure Principle Detector Type II  
**Main Assembly Manufacturer:** Backflow Direct    **Model:** DERINGER50    **Size:** 2    **Serial Number:** 008885  
**Bypass Assembly Manufacturer:** Backflow Direct    **Model:** DERIGNER50    **Size:** 3/4    **Serial Number:** 133331  
**Location:** In the front of the building by the water meter on the southwest side.  
**Hazard Type \*\*\*\*:** Domestic/Premises Isolation

### Backflow Test Information

**Test Result:** Passed  
**Reason for Test:** Replacement    **Old Model/Serial #:**  
**Is the assembly installed in accordance with manufacturers recommendations and/or local codes?** Yes  
**Is the assembly installed on a non-potable water supply (auxiliary)?** No  
**Differential pressure gauge used:** Watts TK-99E (potable)    **Serial Number:** 123456    **Date Tested for Accuracy:** 4/15/2018

#### Reduced Pressure Principle Detector Type II

	Check Valve #1	Check Valve #2	Relief Valve	Bypass Check
<b>Initial Test</b> Date: 9/6/2024 Time: 11:00 AM	Held at 8.2 PSID <input checked="" type="checkbox"/> ClosedTight <input type="checkbox"/> Leaked	Held at __ PSID <input checked="" type="checkbox"/> ClosedTight <input type="checkbox"/> Leaked	Opened at 5.1 PSID <input type="checkbox"/> Did not open	Held at 2 PSID <input checked="" type="checkbox"/> ClosedTight <input type="checkbox"/> Leaked
<b>Repairs and Materials Used</b>				
<b>Repair Details</b>				
<b>Test After Repairs</b>	Held at 0 PSID <input type="checkbox"/> Closed Tight	Held at __ PSID <input type="checkbox"/> Closed Tight	Opened at 0 PSID	Held at 0 PSID <input type="checkbox"/> Closed Tight

**Water Meter Test \*\*\*\***    Meter reading prior to test: 0    Meter registers a flow?     Meter reading upon completion: 0

### Additional Information Required by Sample City \*\*\*\*

**Water Meter Number:**  
**Permit Number:**

### Remarks

The assembly is not in a cage and is easy to access.

The above is certified to be true at the time of testing.  
\* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC 290.46(B)]  
\*\* USE ONLY MANUFACTURER'S REPLACEMENT PARTS  
\*\*\* 2nd Check: Numeric reading required for double check valve only.  
\*\*\*\* Indicates additional information not present on the standard TCEQ report

[Account Overview](#)
[Account Settings](#)
[CSI Management](#)
[Backflow Management](#)

[Sample City](#)
Logout

## Water Supplier Account Overview

**Backflow Compliance**

# 81.4%

<span style="display: inline-block; width: 15px; height: 10px; background-color: #ccc; border: 1px solid #000;"></span>	Total Active Assemblies	6,943
<span style="display: inline-block; width: 15px; height: 10px; background-color: #007bff; border: 1px solid #000;"></span>	Compliant Assemblies	5,653
<span style="display: inline-block; width: 15px; height: 10px; background-color: #f44336; border: 1px solid #000;"></span>	Non-Compliant Assemblies	1,290

Last Updated: 8/1/2024 12:00 AM

**Recent Backflow Submission Stats**

Day	Date	# Tests	# Paid	
Wed	9/18	24	24	<a href="#">View</a>
Tue	9/17	58	44	<a href="#">View</a>
Mon	9/16	34	33	<a href="#">View</a>
Sun	9/15	1	1	<a href="#">View</a>
Sat	9/14	1	1	<a href="#">View</a>
Fri	9/13	28	28	<a href="#">View</a>
Thu	9/12	20	20	<a href="#">View</a>
Wed	9/11	37	35	<a href="#">View</a>
Tue	9/10	43	43	<a href="#">View</a>
Mon	9/9	16	16	<a href="#">View</a>
		262	245	

**Property Log Records**

<span style="color: red;">🔴</span> Past Due	6
<span style="color: orange;">🟡</span> Expiring Within 30 Days	62
<span style="color: green;">🟢</span> Other	2

**Recent CSI Submission Stats**

Day	Date	# Ins	# Paid	
Wed	9/18	25	25	<a href="#">View</a>
Tue	9/17	9	9	<a href="#">View</a>
Mon	9/16	10	10	<a href="#">View</a>
Sun	9/15	2	2	<a href="#">View</a>
Sat	9/14	0	0	<a href="#">View</a>
Fri	9/13	17	17	<a href="#">View</a>
Thu	9/12	17	17	<a href="#">View</a>
Wed	9/11	18	18	<a href="#">View</a>
Tue	9/10	8	8	<a href="#">View</a>
Mon	9/9	7	7	<a href="#">View</a>
		113	113	

**Accounts**

<span style="color: #007bff;">👤</span> CSI Inspectors	53
<span style="color: #007bff;">👤</span> BPATs	558

**Out of Service**

<span style="color: green;">🔄</span> Assemblies Replaced	0
<span style="color: orange;">🗑️</span> Assemblies Removed	4
<span style="color: green;">🗑️</span> Other	0

Light Theme  Dark Theme

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- » Home
- » Management Programs
- » Services
- » About us
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**Our Management Programs**

- » Backflow - Cross Connection Management
- » CSI Site Inspections
- » FOG Inspection & Waste Disosal
- » W.I.S.E. Guys Irrigation Evaluations

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**Envirotrax** Account Overview Account Settings CSI Management Backflow Management FOG Management Sample City Logout

### Property Record Search

#### General Search Criteria

Account Number: <input type="text"/>	Facility Type: Any Value
Active: Any Value	Has Grease Trap: Any Value
GIS Area: Any Area <a href="#">Select Area</a>	Has Known Backflow Assemblies: Any Value
Invalid Mailing Address: Any Value	Has On-Site Sewage Facility: Any Value
Out of Area: Any Value	Has Auxiliary Water Supply: Any Value
Is Fee Exempt: Any Value	Has Fire System: Any Value
Assembly Status: Any Value	Fire System on Separate Water Supply: Any Value
Needs CSI Inspection: Any Value	Has Sand & Grit Trap: Any Value
Needs Unknown Assemblies Letter: Any Value	Has Irrigation System: Any Value
	Irrigation on Separate Water Supply: Any Value
	Has Domestic/Premises Isolation: Any Value
	Requires Domestic/Premises Isolation: Any Value
	Date to Search: Any Date
FOG Compliancy Status: Any Status	
Needs FOG Inspection: Any Value	
Needs FOG Permit: Any Value	

#### Location / Property Criteria

Property Type: All Property Types

Property Business Name:

Property Address: Street #:  Street Name:  Suite/Apt #:   
ZIP:

#### Contact / Mailing Criteria

Company Name:

Contact Name:

Mailing Address: Street #:  Street Name:  Suite/Apt #:   
ZIP:

[Search - Map Results](#) [Search - Table Results](#)

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**Envirotrax** Account Overview Account Settings CSI Management Backflow Management FOG Management

Sample City [User] Logout

### Backflow Test Search

Search Template: None [Rename] [Delete] [Save] [Create New Template From Search Criteria](#)

**Account Number:** [Text] **Test History:** Latest Test Only [v] **Facility Type:** [List] **OSSF:** Any Value [v]

**Serial Number:** [Text] **Test Result:** All Test Results [v]  Restaurant  Fast Food Establishment  Hotel/Motel  Car Wash  School/University  Grocery Store  Convenience Store  Assisted Living Facility  Medical Facility  Industrial  City Owned Facility  Other **Fee Exempt:** Any Value [v]

**Reason for Test:** All Values [v] **Service Status:** All Status Types [v] **Water Meter Number:** [Text]

**Hazard Type:** All Hazard Types [v] **Payment Status:** Paid [v] **Date To Search:** Any date ran [v]

**Backflow Method:** All Device Types [v] **Approval Status:** Any Status [v]

**Force Renewal:** Any Value [v] **Rejected Status:** Any Status [v]

**Installed per recommendations and/or local codes?** Any value [v]

**Installed on a non-potable water supply (auxiliary)?** Any value [v]

**Test Gauge:** Any value [v]

#### BPAT Criteria

**BPAT License Number:** [Text] **BPAT Company Name:** [Text] **BPAT Contact Name:** [Text]

#### Location / Property Criteria

**Property Type:** All Property Types [v]

**Property Business Name:** [Text]

**Property Address:** Street #: [Text] Street Name: [Text] Suite/Apt #: [Text]

ZIP: [Text]

#### Contact / Mailing Criteria

**Company Name:** [Text]

**Contact Name:** [Text]

**Mailing Address:** Street #: [Text] Street Name: [Text] Suite/Apt #: [Text]

ZIP: [Text]

[Search]

Light Theme [Toggle] Dark Theme

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# Water Supplier Backflow Test Reports

- Backflow Test Reports
- Current Compliance Status
- Compliance History
- New/Removed

8/1/2011 - 9/30/2024 Totals

From Date: 08/01/2011 To Date: 09/30/2024 Search

Total Tests: 47176

Year	#	%
2024	4877	10%
2023	6826	14%
2022	6719	14%
2021	12842	27%
2020	5490	12%
2019	5273	11%
2018	4908	10%

8/1/2011 - 9/30/2024 Statistics

Statistic	#	%
<b>Total Tests</b>	47176	
<b>Added By</b>		
Import	30003	64%
BPAT	17005	36%
CSI	168	0%
<b>Property Type</b>		
Residential	9569	20%
Commercial	37607	80%
<b>Test Result</b>		
Passed No Repairs	15765	50%
Passed With Repairs	1003	3%
Failed	1242	4%
<b>Reason for Test</b>		
Unknown	30171	64%
New Installation	1484	3%
Existing Installation	14745	31%
Replacement Assembly	776	2%
<b>Hazard Type</b>		
Agricultural/Feed Lot	2	0%
Domestic/Premises Isolation	15335	33%
Fire System	9138	19%
Gas Station/Car Wash	43	0%
Irrigation - Non Chemical	20724	44%
Irrigation - Chemical Feed	25	0%
Laundry/Cleaners	2	0%
Medical/Dental/Laboratory/Mortuary	245	1%
Nails/Salon/Grooming	18	0%
Pool/Recreation/Athletics	105	0%
Restaurant/Vending/Grocery	764	2%
Fire Hydrant/Temporary Construction	2	0%
Fountains/Garden Ponds/Water Features	22	0%
Water Softener	24	0%
Other	726	2%
<b>Assembly Type</b>		
DC	6850	15%
DCD	3261	7%
DCD Type II	61	0%
RP	16679	35%
RPPD	146	0%
RPPD Type II	13	0%
PVB	18787	40%
SVB	1058	2%
<b>On-site Sewage Facility</b>	165	0%

[Account Overview](#)
[Account Settings](#)
[CSI Management](#)
[Backflow Management](#)

[Sample City](#)
Logout

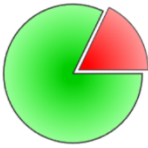
## Water Supplier Backflow Test Reports

Backflow Test Reports
Current Compliance Status
Compliance History
New/Removed

Assembly Compliance Status

Ignore Last 30 Days Refresh

82%



■ Total Active Assemblies 6,972

■ Compliant Assemblies 5,729

■ Non-Compliant Assemblies 1,243

Calculated On: 9/18/2024 3:51 PM

Property Type	Assembly Type	Hazard Type	OSSF	Aux Water	Renewal Years	Active Assemblies	Compliant Assemblies	%	
Commercial	All	Agricultural/Feed Lot	0	0	1	1	1	100%	<a href="#">View</a>
Commercial	All	Domestic/Premises Isolation	0	0	1	2610	2377	91%	<a href="#">View</a>
Commercial	All	Fire System	0	0	1	1305	1094	84%	<a href="#">View</a>
Commercial	All	Gas Station/Car Wash	0	0	1	18	12	67%	<a href="#">View</a>
Commercial	All	Irrigation - Non Chemical	0	0	1	2175	1503	69%	<a href="#">View</a>
Commercial	All	Irrigation - Chemical Feed	0	0	1	7	6	86%	<a href="#">View</a>
Commercial	All	Laundry/Cleaners	0	0	1	1	1	100%	<a href="#">View</a>
Commercial	All	Medical/Dental/Laboratory/Mortuary	0	0	1	102	95	93%	<a href="#">View</a>
Commercial	All	Nails/Salon/Grooming	0	0	1	8	8	100%	<a href="#">View</a>
Commercial	All	Pool/Recreation/Athletics	0	0	1	34	29	85%	<a href="#">View</a>
Commercial	All	Restaurant/Vending/Grocery	0	0	1	308	277	90%	<a href="#">View</a>
Commercial	All	Fire Hydrant/Temporary Construction	0	0	1	1	1	100%	<a href="#">View</a>
Commercial	All	Fountains/Garden Ponds/Water Features	0	0	1	6	5	83%	<a href="#">View</a>
Commercial	All	Water Softener	0	0	1	13	12	92%	<a href="#">View</a>
Commercial	All	Other	0	0	1	68	59	87%	<a href="#">View</a>
Residential	RP	Irrigation - Non Chemical	0	0	1	142	115	81%	<a href="#">View</a>
Residential	All	Domestic/Premises Isolation	0	1	1	41	41	100%	<a href="#">View</a>
Residential	All	Irrigation - Non Chemical	0	1	1	0	0	0%	<a href="#">View</a>
Residential	All	Domestic/Premises Isolation	0	0	1	107	73	68%	<a href="#">View</a>
Residential	All	Fire System	0	0	1	8	6	75%	<a href="#">View</a>
Residential	All	Pool/Recreation/Athletics	0	0	1	10	8	80%	<a href="#">View</a>
Residential	All	Fountains/Garden Ponds/Water Features	0	0	1	1	1	100%	<a href="#">View</a>
Residential	All	Water Softener	0	0	1	0	0	0%	<a href="#">View</a>
Residential	All	Irrigation - Chemical Feed	0	0	1	6	5	83%	<a href="#">View</a>
<b>Total</b>						6972	5729	82%	<a href="#">View</a>

Light Theme  Dark Theme

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**Our Management Programs**

- » Backflow - Cross Connection Management
- » CSI Site Inspections
- » FOG Inspection & Waste Disosal
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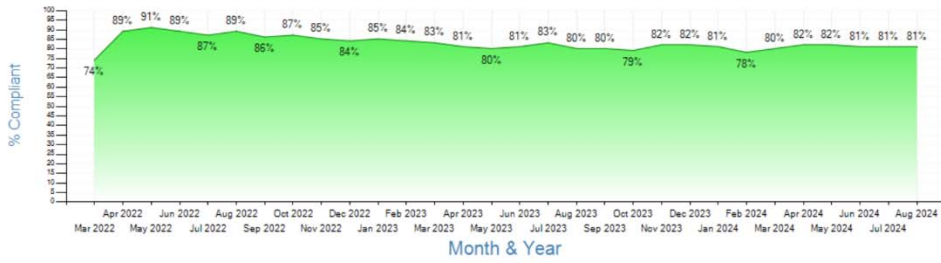
# Water Supplier Backflow Test Reports

[Backflow Test Reports](#)
[Current Compliance Status](#)
[Compliance History](#)
[New/Removed](#)

Compliance History By Number of Assemblies



Percent of Compliant Assemblies



Compliance History Report

Month	Year	Total Assemblies	Compliant Assemblies	%
Aug	2024	6943	5653	81%
Jul	2024	6956	5614	81%
Jun	2024	6938	5606	81%
May	2024	6937	5698	82%
Apr	2024	6911	5649	82%
Mar	2024	6924	5506	80%
Feb	2024	6932	5404	78%
Jan	2024	6722	5424	81%
Dec	2023	6709	5476	82%
Nov	2023	6685	5449	82%
Oct	2023	6643	5275	79%
Sep	2023	6602	5302	80%
Aug	2023	6557	5265	80%
Jul	2023	6529	5419	83%
Jun	2023	6478	5249	81%
May	2023	6491	5209	80%
Apr	2023	6430	5220	81%
Mar	2023	6355	5297	83%
Feb	2023	6304	5309	84%
Jan	2023	6263	5321	85%
Dec	2022	6266	5244	84%
Nov	2022	6257	5312	85%
Oct	2022	6243	5415	87%
Sep	2022	6178	5325	86%
Aug	2022	6152	5483	89%
Jul	2022	6194	5376	87%
Jun	2022	6233	5545	89%
May	2022	6233	5655	91%
Apr	2022	6290	5622	89%
Mar	2022	6674	4917	74%

**Sample City - Customer Service Inspection**

Sample City  
123 Anywhere St  
Anywhere, Texas 77777

**PWS ID:** 12300456000  
**Phone Number:** 123-456-7890  
**Email Address:** sample@vepollc.com

**Inspector Information**

**Company Name:** Sample CSI  
**Title of Inspector:** Chief Inspector  
**Inspector Name:** Junior Sample  
**Address:** Anywhere  
Anywhere, Texas 77777

**Phone Number:** 123-456-7890  
**Email Address:** junior@csi.com  
**License Number:** CI0000011  
**License Type:** TCEQ - CSI License

**Location Information**

**Property Type:** Commercial  
**Business Name:** Dental Office  
**Property Address:** 19220 E Main St #300  
Anywhere, TX 77000

**Contact Information**

**Company Name:** Dental Office  
**Contact Name:** Manager  
**Mailing Address:** 19220 E Main St #300  
Anywhere, TX 77000  
**Phone Number:** 777-777-7777  
**Email Address:** smiles@dentaloffice.com

**Inspection Results**

**Reason for Inspection:** Existing service where contaminant hazards are suspected

**Inspection Date:** 9/16/2024 2:40 PM

I, Junior Sample, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

**Compliance    Non-compliance**

- |  |   |                       |                                  |                                  |                       |                                  |                       |                                  |                       |                                  |                       |                                  |                       |
|--|---|-----------------------|----------------------------------|----------------------------------|-----------------------|----------------------------------|-----------------------|----------------------------------|-----------------------|----------------------------------|-----------------------|----------------------------------|-----------------------|
| <ol style="list-style-type: none"> <li>1. No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.</li> <li>2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.</li> <li>3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.</li> <li>4. No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.</li> <li>5. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating =0.25% lead content. If not properly labeled, please provide written comment.</li> <li>6. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.</li> </ol> | <table border="0"> <tr> <td style="width: 50px;"><input type="radio"/></td> <td style="width: 50px;"><input checked="" type="radio"/></td> </tr> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> </table> | <input type="radio"/> | <input checked="" type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| <input type="radio"/>  | <input checked="" type="radio"/>  |                       |                                  |                                  |                       |                                  |                       |                                  |                       |                                  |                       |                                  |                       |
| <input checked="" type="radio"/>   | <input type="radio"/>   |                       |                                  |                                  |                       |                                  |                       |                                  |                       |                                  |                       |                                  |                       |
| <input checked="" type="radio"/>   | <input type="radio"/>   |                       |                                  |                                  |                       |                                  |                       |                                  |                       |                                  |                       |                                  |                       |
| <input checked="" type="radio"/>   | <input type="radio"/>   |                       |                                  |                                  |                       |                                  |                       |                                  |                       |                                  |                       |                                  |                       |
| <input checked="" type="radio"/>   | <input type="radio"/>   |                       |                                  |                                  |                       |                                  |                       |                                  |                       |                                  |                       |                                  |                       |
| <input checked="" type="radio"/>   | <input type="radio"/>   |                       |                                  |                                  |                       |                                  |                       |                                  |                       |                                  |                       |                                  |                       |

I further certify that the following materials were used in the installation of the private water distribution facilities:

- Service Lines:**     Lead             Copper             PVC             Other  
**Solder:**             Lead             Lead Free             Solvent Weld             Other

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

**Remarks**

Dark Room office has an AT-2000 film processor unit that needs an air gap or install appropriate backflow prevention assembly. It is recommended that a Reduced Pressure Assembly (RP) be installed if an air gap is not provided to equipment.

**Envirotrax** Account Overview Account Settings CSI Management Backflow Management

Sample City [User] Logout

### CSI Search

**General Search Criteria**

Account Number:  Has Remarks: Any result

Inspection History: Latest inspection only Payment Status: Paid

Inspection Pass/Fail: Any result Date To Search: Any date range

Site Has Assembly Records: Any result

**Inspector Criteria**

Inspector License Number:  Inspector Company Name:  Inspector Contact Name:

**Location / Property Criteria**

Property Type: All Property Types

Property Business Name:

Property Address: Street #:  Street Name:  Suite/Apt #:

ZIP:

**Contact / Mailing Criteria**

Company Name:

Contact Name:

Mailing Address: Street #:  Street Name:  Suite/Apt #:

ZIP:

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**Envirotrax** Account Overview Account Settings CSI Management Backflow Management

Sample City [User] Logout

### Water Supplier CSI Reports

11/1/2021 - 9/30/2024 Totals

From Date: 11/01/2021 To Date: 09/30/2024 Update

**Total Inspections: 6810**

Year	#	%
2024	997	15%
2023	4615	68%
2022	1169	17%
2021	29	0%

#### 11/1/2021 - 9/30/2024 Statistics

Statistic	#	%
<b>Total inspections</b>	6810	
<b>Inspection Result</b>		
Passed	5786	85%
Failed	1024	15%
<b>Property Type</b>		
Residential	2205	32%
Commercial	4605	68%
<b>Inspection Type</b>		
New Construction	2496	37%
Existing Service	4245	62%
Renovation/Expansion	69	1%

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**ENVIROTRAX®  
SERVICE AGREEMENT**

This Service Agreement (this “Agreement”) is entered into effective as of the latest countersigned date appearing below by and between the City of Crockett, (the “Purveyor”), and Vepo, LLC, a Texas limited liability company (“Vepo”). Each of the Purveyor and Vepo are a “Party” or “Parties”.

**RECITALS**

WHEREAS, the Purveyor has determined it is in the Purveyor’s best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Purveyor and Vepo agree as follows:

**I. SERVICES**

Section 1.01. Services. Vepo shall provide a secured Internet based system allowing Backflow Prevention Assembly Testers (BPAT) to input Texas Commission on Environmental Quality (TCEQ) approved backflow Test and Maintenance (T&M) Reports, and Customer Service Inspectors (CSI) to enter TCEQ approved Customer Service Inspection Certificates, and Fats, Oils and Grease (FOG) Transporters and Inspectors to enter FOG Trip Tickets and Inspection Reports, herein referred to as "Envirotrax®" and make the information and reports available for review by the Purveyor at their discretion.

**II. DATA**

Section 2.01. Data. Data is defined as the electronic information provided by BPAT and required by the TCEQ for the submittal of backflow T&M Reports and/or CSI Certificates, and/or FOG Trip Tickets and Inspection Reports collected by Vepo’s Envirotrax® system.

Section 2.02. Ownership. Vepo hereby assigns, without any requirement of further consideration, all right, title, or interest Vepo may have to the Data, including any copyrights or other intellectual property rights to the same. Subject to the provisions of this Agreement, the Purveyor hereby grants to Vepo a non-exclusive, non-transferable, right to internally use the Data for the sole purpose of enabling Vepo to develop, test, and support Envirotrax®.

Section 2.03. Authorized Access to Data. Vepo will maintain a record of those persons in the employment of Vepo who have authorized access to the Data and shall ensure all authorized persons maintain confidentiality and permissible use of the Data.

Section 2.04. Confidentiality and Other Uses of Data. Vepo shall not make use of the Data for any commercial purpose other than as outlined herein or subsequently approved by the Purveyor, whether to the benefit of Vepo or a third party.

Section 2.05. Export. Vepo acknowledges that the Data is solely owned by the Purveyor and Vepo will arrange for export of the Data to an SQL server, or to an FTP site or Cloud location in either a Microsoft Access database format or comma separated values (CSV) based on an agreed upon schedule.

### **III. FEES AND TERM**

Section 3.01. Fees. Vepo offers the use of Envirotrax® to the Purveyor at no cost to the Purveyor and the Purveyor shall not be liable to Vepo for any costs or fees. All fees will be paid directly to Vepo by the BPAT, CSI and/or the Transporter.

Section 3.02. Term. The service shall begin on the countersignature date hereof and this Agreement will remain in effect for three (3) years thereafter (the “Initial Term”) unless sooner terminated under this Agreement, which term shall automatically renew for successive one-year terms, unless 60 days prior written notice is given by either party.

### **IV. GENERAL CONDITIONS**

Section 4.01. Vepo’s Duties. Vepo covenants with the Purveyor to furnish its best skill and judgment in providing the Services for the Purveyor. Vepo agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment to perform the Services in the most expeditious and economical manner. Vepo agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 4.02. Relationship of the Purveyor and Vepo. Vepo has been authorized by the Purveyor for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Vepo shall meet with the Purveyor’s reasonable approval, but that the detailed manner and method of performing the Services shall be under the control of Vepo. Vepo’s relationship to the Purveyor during the term of this Agreement is that of an independent contractor. The relationship between the Purveyor and Vepo is not exclusive.

Section 4.03. Insurance and Indemnification. Vepo shall maintain the insurance coverage outlined hereinbelow throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Purveyor upon the Purveyor’s request. Vepo shall not violate or knowingly permit to be violated any condition of the insurance policies. Cancellation or expiration of any of said insurance policies shall not preclude the Purveyor from recovery thereunder for any liability arising under this Agreement. The duty to provide insurance coverage is independent of the defense and indemnity obligations set forth in this Section 4.03 of this Agreement. Promptly after signing of this Agreement and thereafter upon the Purveyor’s request, or the renewal, or the replacement of each required policy of insurance under this Agreement, Vepo shall provide the Purveyor with certificates of insurance and required

endorsements under this Agreement.

Vepo's commercial general liability and cyber liability policies shall name the Purveyor as an additional insured for claims caused in whole or in part by Vepo's acts or omissions during Vepo's Services, and shall specify that it acts as primary insurance and that no insurance effected by the Purveyor shall be called upon to cover a loss under the policy so procured or caused to be procured by the Purveyor.

Vepo shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Commercial General Liability Insurance with limits not less than:
  - a. \$2,000,000 general aggregate limit
  - b. \$1,000,000 each occurrence, combined single limit
  
- B. Professional Liability Insurance with limits not less than \$1,000,000. This insurance shall have an effective date prior to the beginning of any work under this Agreement, with coverage of an extended reporting period of two years after the completion of any work done by Vepo under this Agreement, in the event that such policy expires, is cancelled, or not renewed during any term of this Agreement.
  
- C. Workers Compensation. If required by applicable law, Vepo shall maintain workers compensation insurance, in statutory form. The employer's liability insurance shall have limits of not less than \$1,000,000 per accident or occurrence and in the aggregate.

**VEPO SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PURVEYOR, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) BROUGHT BY ANY THIRD PARTY, BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VEPO'S AUTHORIZED AGENTS. ANY INDEMNIFIED PARTY SHALL GIVE PROMPT NOTICE TO VEPO OF ANY CLAIM OR OF THE COMMENCEMENT OF ANY PROCEEDING AGAINST THE INDEMNIFIED PARTY BROUGHT BY ANY THIRD PARTY WITH RESPECT TO WHICH SUCH INDEMNIFIED PARTY SEEKS INDEMNIFICATION PURSUANT HERETO. THIS SECTION SHALL NOT AFFECT ANY OTHER REMEDIES EITHER PARTY MAY HAVE UNDER THIS AGREEMENT.**

The indemnity and insurance provisions set forth in this Section 4.03 shall survive the expiration or termination of this Agreement for a period of one (1) year.

Section 4.04. Termination. Upon a breach of this Agreement, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. The Purveyor and Vepo do

not waive any other remedy allowed under Texas law. Vepo shall be entitled to payment for all outstanding amounts owed and for all Services performed during such thirty (30) day post-termination notice period.

Section 4.05. Breach. Subject to the termination provisions of Section 4.04, any failure by a Party to comply with any of its material obligations contained herein shall constitute a material breach and shall entitle the Party not in breach (“Non-Breaching Party”) to give to the Party in breach (“Breaching Party”) written notice specifying the nature of the breach. Such notice shall require the Breaching Party to make good or otherwise cure such breach. If such breach is not cured within 30 days after the receipt of notice (or, if such default cannot be cured within such 30-day period, and the Breaching Party does not commence actions to cure such breach within such period and thereafter diligently continue such actions and cure such breach within 60 days after the receipt of such notice), then the Non-Breaching Party shall be entitled, without prejudice to any of the other rights conferred on it by this Agreement, to terminate this Agreement upon written notice to the Breaching Party.

Section 4.06. Notice. Notice provided for in this Agreement shall be sent by certified mail, return receipt requested, or nationally recognized overnight courier with postage thereon fully prepaid, to the addresses designated for the parties on the last page of this Agreement.

Section 4.07. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 4.08. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of both Parties.

Section 4.09. Force Majeure. In the event either Party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of superior government of the United States or the State of Texas or any civil or military authority (other than a Party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that Party shall give written notice of such act to the other Party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 4.10. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 4.11. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in any of the courts of competent jurisdiction in Houston County, Texas.

Section 4.12. Waiver. No waiver or waivers of any breach or default by a Party hereto of any term, covenant or condition or liability hereunder of performance by the other Party of any duty

or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 4.13. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Purveyor and Vepo and will not be construed to confer any benefit upon any other third party.

Section 4.14. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 4.15. Authority. The Purveyor and Vepo represent and warrant that each have the right and capacity to enter into this Agreement and fully perform all obligations hereunder.

Section 4.16. Entirety of Agreement. This Agreement and any exhibits attached hereto contain the entire understanding between the Parties and supersede any prior understanding or written or oral agreements between them respecting this subject matter. There are no representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement not fully expressed in this Agreement.

Section 4.17 Section Headings. Section Headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

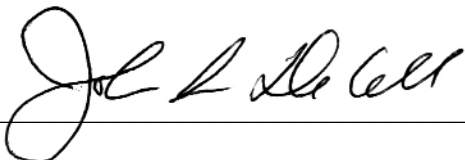
Section 4.18 Signatures. This Agreement may be signed in any number of counterparts, in original or scanned formats, with the same effect as if the signatures thereon were original and upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

**City of Crockett:**

**Vepo, LLC:**

\_\_\_\_\_

  
\_\_\_\_\_

John S. DeCell

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

Date Signed: October 4, 2024

City of Crockett  
200 N 5<sup>th</sup> Street  
Crockett, TX 75835

Vepo, LLC  
25740 Century Oaks Blvd.  
Hockley, Texas 77447