



CITY COUNCIL AGENDA

Monday, February 10, 2025 at 12:00 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
Donna Gordon, City Attorney
Clayton Smith, Police Chief
Jason Frizzell, Fire Chief

Notice is hereby given of a meeting of the City Council of Crockett to be held on **Monday, February 10, 2025 at 12:00 PM Noon** 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.)*

BUSINESS

1. CONSIDER AND APPROVE ELECTION SERVICES CONTRACT WITH HOUSTON COUNTY
2. CONSIDER AND APPROVE CHANGE ORDER FOR SOUTH FIFTH STREET AND BELL AVENUE CONSTRUCTION OF STORM DRAINS, AND ADDITIONAL CURB AND GUTTER CONSTRUCTION WITH FUNDING FROM UTILITY FUND RESERVES
3. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT TEXAS ACCEPTING AND APPROVING A TERMINATION AND DISTRIBUTION OF ASSETS PLAN FOR THE CEIDC; APPROVING AN INTERLOCAL AGREEMENT WITH THE CEIDC; AUTHORIZING THE PREPARATION AND EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE CEIDC WINDUP AND DISSOLUTION IN ACCORDANCE WITH STATE LAW
4. CONSIDER AND APPROVE ENGAGEMENT AGREEMENT WITH ERIKA NEILL, PLLC FOR LEGAL REPRESENTATION IN THE WOODROW J. JONES LAWSUIT CAUSE NO. 25-015-3

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 February 10, 2025 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on February 7, 2025 no later than 12:00 PM NOON.

Mitzi Stefka, City Secretary



I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the _____ day of _____, 2025. _____ Title _____



2025 JOINT ELECTION AGREEMENT

Between the County of Houston and the Houston County Hospital District,
the Crockett, Kennard, Latexo and Lovelady Independent School Districts,
and the Cities of Crockett, Kennard and Lovelady

AND

ELECTION SERVICES CONTRACT

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

- WHEREAS** Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS** the County of Houston, Texas referred to as “County”, and each City, I.S.D. and Hospital District in Houston County, which are Local Political Subdivision District(s) of the County hereafter referred to as “LPS” shall hold their respective general elections on **Saturday, May 3, 2025**; and
- WHEREAS** the County Election Officer, Cynthia Lum, hereinafter referred to as the Elections Administrator (EA) or “Contracting Officer”, along with the Voter Registration/Elections Department she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on **Saturday, May 3, 2025** for the conduct and supervision of; and
- WHEREAS** the County and the LPS(s) (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and
- WHEREAS** the County and the LPS(s) find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in Houston County and will facilitate the orderly conduct of the elections; and

THEREFORE, the LPS(s) agrees as follows:

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

1. Uniform Election Date.

Joint elections to be held **May 3, 2025**, unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the Contracting Officer shall be entitled to receive an administrative fee of \$75.00 [Section 31.100(d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the EA in order for it to be posted at each affected poll place on Election Day. Note: This Agreement does not include any provisions or costs associated with a subsequent runoff election. Any additional election, held on any day other than said uniform election date, will be subject to EA availability and a new contract.

2. Election Judges, Clerks and Other Election Information.

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

3. Voting Equipment.

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

4. Election Supplies.

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

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

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

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

5. Election Notices and other Pre-Election Matters.

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

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

6. Early Voting.

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

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

Dates: **April 22nd – April 29th, Monday thru Saturday**

Times: **9:00 am – 6:00 pm**

POSSIBLE EXCEPTION(S); by petition or agreement:

There MAY be additional branch locations opened during early voting:

There MAY be twelve-hour day(s) during early voting:

– Early Voting Hours 7:00am – 7:00pm

There MAY be additional weekend voting during early voting:

Sunday, April 27th – Early Voting Hours 12:00pm – 5:00pm

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

7. Election Day.

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

8. Returns of Elections.

- a. The EA is responsible for establishing and operating the central counting station (CCS) in accordance with the provisions of the Texas Election Code and this agreement. The CCS is overseen by the Appointed CCS Judge, the Assistant Judge, County Election Officer/Central Counting Station Manager, appointed by Commissioners' Court, with the assistance of the Tabulation Supervisor, the Assistant Tabulation Supervisor, along with numerous appointed Receiving Clerks based on the type of election, complexity of the election, etc.
- b. On election night, as precinct returns arrive for processing, the EA will provide timely cumulative reports of election results as soon as the returns are processed, accumulated and the initial reconciliation is completed. The EA will be responsible for releasing cumulative totals, reflecting precinct returns via a "media report"/ "summary report" to include early voting and election day, to the joint participants, candidates, media, and general public by distribution of hard copies and/or electronic transmittals. Houston County will operate an Election Results Center to release election results in the Houston County Commissioners' Courtroom Building located at 401 East Goliad Avenue, outside of the Annex Building.
- c. On election night, the EA will have a designated area set up in the Central County Station to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email (as provided) to each participating entity before Election Day as instructions may vary with each election.
- d. The EA will be responsible for entering election night returns electronically as required by the Secretary of State's Office.
- e. The EA will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct returns will be available by 12:00 noon on **Tuesday, May 13, 2025**.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected in the joint election to offices of political subdivisions. *Please refer to the publication provided by the Elections Division of the Secretary of State's Office titled "Canvassing Elections and Qualification for Public Office" for an outline summarizing Texas case law and statutes relating to canvassing and reporting official election returns, as well as the laws specifying how candidates take office upon election.*
- g. The EA will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the EA if waiver has been granted or denied upon receipt of notification from the Secretary of State. The EA will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective official (canvassed) election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

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

10. Election Expenses.

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

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

11. Estimated Cost of Services.

- a. A cost estimate for election expenses is set forth in **Exhibit “F”**, attached hereto and made part of this contract. The Contracting Officer agrees to advise the LPS if it becomes apparent that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses as set forth in **Exhibit “F”**.
- b. The participating authorities agree to provide a down payment of 75% of the estimated LPS expense no later than **10 days after sinigang the contract** for the election and acknowledges that the County will reimburse any monies not used to cover the actual cost incurred by the LPS for the election.

12. Waiver of Damages.

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

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

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

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

SIGNED AND ENTERED into this joint agreement 15th day of February, 2025 in duplicate originals.

HOUSTON COUNTY

Cynthia Lum, *County Election Officer*

HOUSTON COUNTY HOSPITAL DISTRICT

LATEXO INDEPENDENT SCHOOL DISTRICT

Barbara Crowson, *President*

Michael Woodard, *Superintendent*

CITY OF CROCKETT

CROCKETT INDEPENDENT SCHOOL DISTRICT

Dr. Iantha Fisher, *Mayor*

Dr. Douglas Moore, *Interim Superintendent*

CITY OF LOVELADY

LOVELADY INDEPENDENT SCHOOL DISTRICT

Byron Shoemaker, *Mayor*

Wendy Tullos, *Superintendent*

CITY OF KENNARD

KENNARD INDEPENDENT SCHOOL DISTRICT

Donald Lamb, *Mayor Pro Tem*

Jonathan “Chad” Smith, *Superintendent*

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

*Exhibit A – Poll Worker Training
Exhibit B – Poll Worker Pay
Exhibit C – Equipment Rental Fees*

Exhibit D– Polling Locations
Exhibit E – Ballot Language
Exhibit F – Election Cost Estimate

Item 1.

EXHIBIT A

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

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

EXHIBIT B

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

COMPENSATED FEES

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

WORKERS PAY

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

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

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

NUMBER OF HOURS

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

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

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

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

EXHIBIT C

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

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

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

Early Voting Locations and Hours

April 22, - April 29, 2025

Hours 9:00 am – 6:00 pm

Houston County, Texas

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

Election Day Polling Locations

May 3, 2025

Hours 7:00 am – 7:00 pm

Houston County, Texas

School District	Voting Location	Address	City/State
Crockett 1	All Saints Episcopal Church Annex	1301 E. Houston Avenue	Crockett, TX
Crockett 2	Grace Lutheran Church – Fellowship Hall	925 W. Loop 304	Crockett, TX
Crockett 3	Crockett Jr. High School	1500 W Loop 304	Crockett, TX
Crockett 4	Crockett I.S.D. Administration building – Cafetorium	1400 W. Austin Street	Crockett, TX
Crockett 5	Houston County Senior Citizen Center	716 W. Wells Street	Crockett, TX
Grapeland / Elkhart	Grapeland Senior Citizens Center	112 Church Street	Grapeland, TX
Lovelady / Groveton	Lovelady Community Center – Building 2	124 W. Cox Street	Lovelady, TX
Latexo	Wilcox Community Center	350 FM 2663	Latexo, TX
Kennard	First Baptist Church Kennard	300 Carson Street	Kennard, TX

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

EXHIBIT E

Item 1.

Ballot Language as provided by LPS

Effective March 04, 2025

Date Submitted: 03/04/25 Submitted by: Mitzi Stefka Date Received: 03/04/25

Entity Name – English City of Crockett General Election

Entity Name – Spanish Elecciones generales de la ciudad de Crockett

Office Sought – English Mayor

Office Sought – Spanish Mayor

Candidate Name _____

Office Sought – English District 1

Office Sought – Spanish Distrito 1

Candidate Name _____

Office Sought – English District 2

Office Sought – Spanish Distrito 2

Candidate Name _____

Number of votes per race: 1

(For example, If conducting a race for School Board Trustee positions, will voter be able to choose more than one candidate? If yes, how many may an individual voter choose?)

**ESTIMATED ELECTION EXPENSES FOR A JOINT ELECTION FOR
2025 CITY OF CROCKETT BOARD ELECTION
 IN HOUSTON COUNTY, TX**

City of Crockett Estimate			
Description	Election Total	Discount	Invoice Total
ES&S Programing & Supplies	\$ 4,699.56	\$ 3,165.52	\$ 1,534.04
Mail, New Paper Publications & Miscellaneous	\$ 1,464.41	\$ 1,052.45	\$ 411.96
Training, Personnel & Rentals	\$ 9,253.50	\$ 6,496.50	\$ 2,757.00
Election Cost Subtotal	\$ 15,417.47		\$ 4,703.00
County Election Services Contract Fee = 10% of total cost of election			\$ 470.30
Total Cost Election	\$ 15,417.47		\$ 5,173.30
75% Down Payment Due by 02/24/2025	\$ 3,879.98		\$ -
		Invoice Total	\$ 5,173.30
		Amount Paid	\$ -
		Balance Due	\$ 5,173.30

BID TABULATION

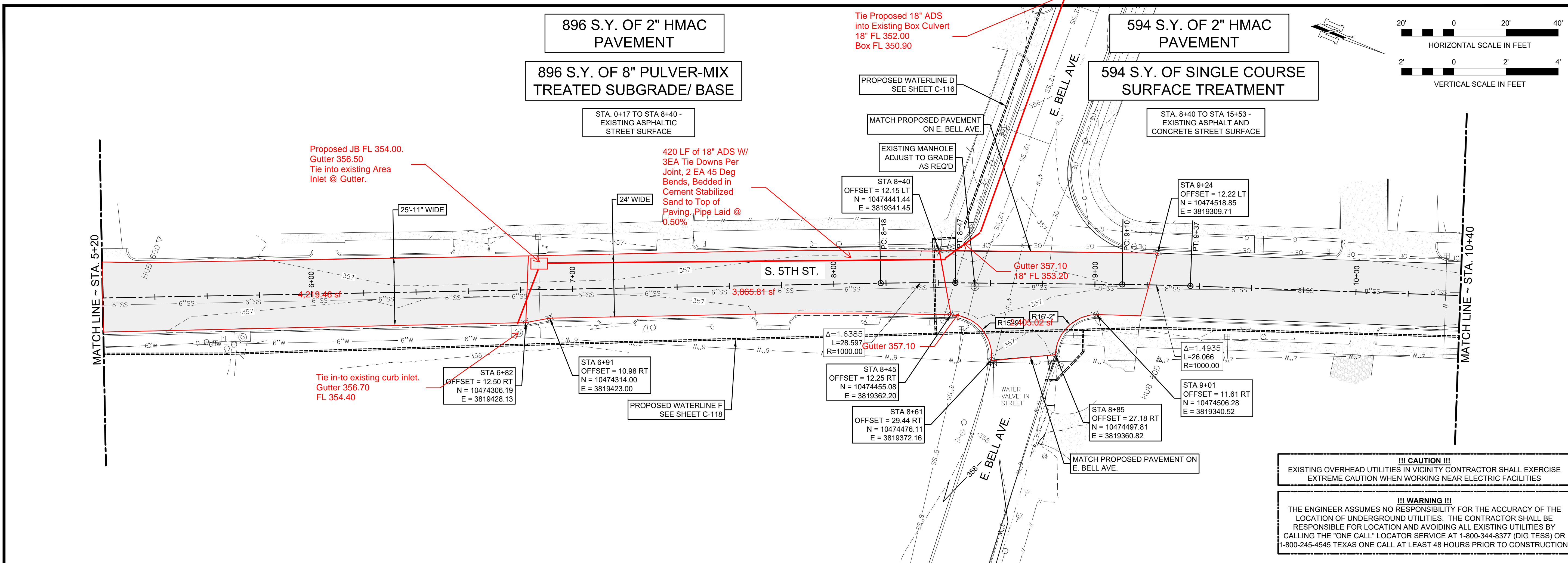
Item 2.

City of Crockett 2022 State Infrastructure Bank Street Improvements KSA Project No. 100656 Bid Date: March 21, 2024				Crockett Construction 1045 HWY 7 West Crockett, TX 75835 PHONE:936-544-2500	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE 19.0 - S. 5th St. (From E. Bell Ave. to Anson Jones Ave.) Full Depth Pavement Repair					
19.01	Mobilization, Insurance and Bonds	LS	1	\$40,000.00	\$40,000.00
19.02	Barricades, Signs, and Traffic Handling	LS	1	\$2,600.00	\$2,600.00
19.03	Stormwater Pollution Prevention	LS	0	\$2,500.00	\$0.00
19.04	2" Type D HMA Overlay (TXDOT 340) 3,134 SY	TON	345	\$280.00	\$96,600.00
19.05	Prime Coat (MC-30) (0.3 GAL/SY) (TXDOT 310)	GAL	941	\$25.00	\$23,525.00
19.06	8-inch of Cement Treatment (Road - Mixed) MLK Street	SY	3,134	\$24.00	\$75,216.00
19.07	8-inch of Cement Treatment (Road - Mixed)	SY	0	\$20.00	\$0.00
19.08	Concrete Removal (TXDOT 104)	SY	0	\$20.00	\$0.00
19.09	Asphalt Removal (TXDOT 105)	SY	0	\$8.00	\$0.00
19.10	Adjust Existing Manhole to Grade	EA	5	\$700.00	\$3,500.00
SCHEDULE 19.0 SUBTOTAL:				\$241,441.00	

City of Crockett 2022 State Infrastructure Bank Street Improvements KSA Project No. 100656 Bid Date: March 21, 2024				Crockett Construction 1045 HWY 7 West Crockett, TX 75835 PHONE:936-544-2500	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE 19.0 - S. 5th St. (From E. Bell Ave. to Anson Jones Ave.) Full Depth Pavement Repair					
19.01	Mobilization, Insurance and Bonds	LS	1	\$40,000.00	\$40,000.00
19.02	Barricades, Signs, and Traffic Handling	LS	1	\$2,600.00	\$2,600.00
19.03	Stormwater Pollution Prevention	LS	0	\$2,500.00	\$0.00
19.04	2" Type D HMA Overlay (TXDOT 340) 3,134 SY	TON	375	\$280.00	\$105,000.00
19.05	Prime Coat (MC-30) (0.3 GAL/SY) (TXDOT 310)	GAL	941	\$25.00	\$23,525.00
19.06	8-inch of Cement Treatment (Road - Mixed) MLK Street	SY	3,134	\$24.00	\$75,216.00
19.08	Concrete Removal (TXDOT 104)	SY	697	\$20.00	\$13,940.00
19.09	Asphalt Removal (TXDOT 105)	SY	697	\$8.00	\$5,576.00
19.10	Adjust Existing Manhole to Grade	EA	5	\$700.00	\$3,500.00
19.11	18" ADS W/ 2EA 45 Deg Bends, Tie-Downs, Cement Sand	LF	420	\$81.00	\$34,020.00
19.12	2'x2' Junction Box - 4' Deep	EA	1	\$2,000.00	\$2,000.00
19.13	Remove Old Clay Tile Pipe, Backfill With Millings	LF	155	\$10.00	\$1,550.00
SCHEDULE 19.0 SUBTOTAL:				\$306,927.00	
				Difference of \$65,486.00	

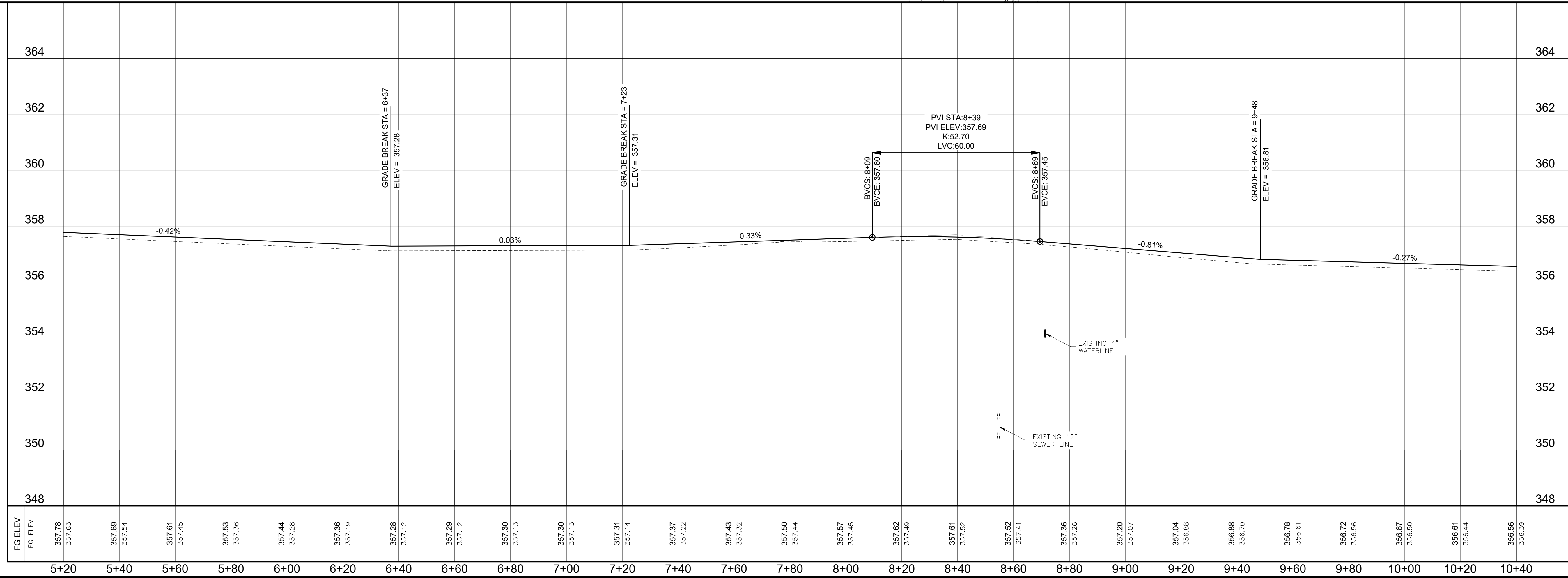
Crockett Construction will demo and haul off 170' of curb & gutter along North Side of 5th at no charge.

\\KSA-NET\GATEWAY\PROJECTS\100656\CAD\30 SHEETS\02 CIVIL\100656-C-PP-PAVE-SH-5TH ST 5+20 - 10+40\2024\2024 - 4:47 PM - LAST SAVED BY: SANGJIN



!!! CAUTION !!!
EXISTING OVERHEAD UTILITIES IN VICINITY CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES

!!! WARNING !!!
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT 1-800-344-8377 (DIG TESS) OR 1-800-245-4545 TEXAS ONE CALL AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.



Item 2	DA	REVISION	MARK	100656 - CROCKETT, TEXAS
<p>S. 5TH ST. PLAN AND PROFILE STA 5+20 TO STA 10+40</p>				
<p>CITY OF CROCKETT PROJECT NAME HOUSTON COUNTY, TEXAS</p>				
DRAWN BY:	sangjin	DESIGNED BY:	RLT	LATEST REVISION:
				2/15/24
				KSA JOB NO.:
				100656
<p>211 E. Shepherd Ave., Suite 205 Lufkin, Texas 75901 T. 936-637-6061 F. 888-224-9418 www.ksaeng.com</p>				
<p>03/04/2024</p>				
<p>SEAL: TBPE Firm Registration No. F-1356 SHEET NO. C-169</p>				



LAW OFFICE OF
ERIKA L. NEILL, PLLC

February 6, 2025

Crockett Economic and Industrial Development Corp
c/o President Ianthia Fisher mayor@crocketttxas.org
200 N. 5th Cit.
Crockett, Texas 75835

City of Crockett
c/o Mayor Ianthia Fisher mayor@crocketttxas.org
200 N. 5th St.
Crockett, Texas 75835

Re: Cause No. 25-015-3; Woodrow J. Jones, Sr. vs. John Angerstein, In his individual capacity as Board Member, Ianthia Fisher, Registered Agent, Joe and Jane Doe, Crockett Economic and Industrial Development Corporation (CEDIC), and James Gentry, Executive Director; In the 3rd District Court of Houston County, Texas;

Dear Dr. Fisher:

This letter explains the terms of my legal representation of Crockett Economic and Industrial Development Corporation (“CEDIC”) and the City of Crockett (jointly referred to herein as “Crockett”), and these entities’ officials in regard to the above referenced litigation. Crockett should have a clear understanding of the terms of my representation, and I encourage you to contact me promptly if you have any questions regarding this letter or any matter I handle for Crockett. These terms are an integral part of our agreement and will be modified only in writing by mutual consent.

My firm will act on Crockett’s behalf to the best of its ability at all times. Crockett and its officials agree to cooperate and fully comply with all reasonable requests by my law firm. Any opinions my firm expresses on the outcome of legal matters will be based on my best professional judgment but are not guarantees. No representation is made concerning the successful outcome of any legal matters undertaken by this law firm. Opinions will be limited by my knowledge of the facts and subject to changes in the law.

Subject to the undersigned attorney’s supervision, legal assistants may work on this case. At times, work may be delegated to involve someone with special expertise or to provide services in the most efficient and timely manner. Authorization from Crockett will be obtained before the work is delegated to someone outside of the firm.

Legal Fees. Fees are based on the following factors:

1. The novelty and difficulty of the issue involved, the skill required to provide the legal services properly, and the experience, reputation, and expertise of the lawyers and legal assistants performing the services as reflected in their hourly rates;

2. The time and labor involved to perform work;
3. The fee customarily charged in the community for similar services;
4. The amount of money or value of property involved, and the results obtained;
5. The time limitations imposed by Crockett and by the circumstances or the likelihood that acceptance of this work will preclude other employment by the law firm;
6. The nature and length of our professional relationship;
7. The extent to which office procedures and systems contribute to producing a high-quality product efficiently;

Among these factors, time, effort, and skill required are customarily given the most weight.

As consideration for our acceptance of Crockett as a client, Crockett has agreed to pay the firm the following amounts:

Erika L. Neill	\$275.00/hour
Legal Assistants	\$100.00/hour

The firm keeps records of the time spent on the services performed, including personal and telephone conferences, negotiations, factual and legal research and analysis, document preparation, court appearances, and travel. Billable time is recorded in tenths of an hour and have a minimum entry of one-tenth of an hour. Rates are adjusted annually to reflect levels of experience, changes in overhead costs, and other factors.

I am often asked to estimate the legal fees and costs in connection with a particular matter. When possible, I will furnish an estimate, but always with the express understanding that it is not a maximum or fixed-fee quotation.

Other Expenses. The firm commonly incurs charges and expenses in providing legal services for the firm's clients. These include charges may include service vendors as well as clerical charges. Other expenses typically include express delivery charges, copying costs, and filing fees. Some other expenses include deposition and transcript costs, expert and witness fees, and travel expenses. The firm incurs expenses as an agent for its clients and often I will have Crockett billed directly by the vendor, or I may forward the vendor's bill to Crockett for payment. Crockett agrees to pay the expenses on a regular basis. Expenses not sent for payment by Crockett directly to the vendor will be itemized on monthly statement.

Retainers and Trust Accounts. There is no retainer due at this time with the law firm. A retainer may be required in the future. If so, Crockett will be required to replenish the retainer as needed. The retainer deposit will be charged for fees and costs as incurred. The firm will disburse payments from the deposit to cover specific items as provided in our agreement, and

statements will reflect these payments. Crockett agrees to restore the deposit to its original amount when requested. At the conclusion of the firm's representation or when the deposit is no longer needed, the appropriate balance will be returned to Crockett.

All trust deposits, including retainers, are placed in trust accounts. By court rule, your deposit is placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Interest earned on the pooled account must be paid to a charitable foundation established by the Texas Supreme Court.

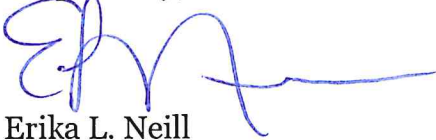
Terms of Payment. The firm will bill Crockett on a regular basis, normally monthly, for both legal fees and other expenses. Supporting documents including invoices and time records are available for your inspection during normal business hours. Crockett agrees to make payment upon receipt of the statement. Crockett agrees that fees and other expenses may be deducted from any amounts collected by the law firm on Crockett's behalf. Payment of Crockett's account is not dependent on a successful outcome in the matters for which the firm represents Crockett.

The firm will give Crockett prompt notice if its account becomes delinquent, and Crockett agrees to bring the account current. If the delinquency continues and Crockett did not arrange satisfactory payment terms, I will withdraw from representation and pursue collection of the account. Crockett agrees to pay the costs of collecting the account, including any court costs, filing fees, and a reasonable attorney's fee.

Lawyers are subject to the Texas Disciplinary Rules of Professional Conduct, which list several circumstances that allow or require a lawyer to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. I try to identify, in advance, and discuss with a client any situation that may lead to my withdrawal, and if withdrawal becomes necessary, I will give Crockett immediate written notice.

I appreciate this opportunity to serve Crockett. Should you wish to discuss the case, please contact the undersigned attorney at (936) 632-2259, at your convenience.

Respectfully,



Erika L. Neill

Cc: John Angerstein angersteinj@crocketttxas.org

February 6, 2025
Representation Letter

ACCEPTED AND AGREED TO ON _____ day of February 2025.

Crockett Economic and Industrial
Development Corporation (CEDIC)

By: _____
Title: _____

City of Crockett, Texas

By: _____
Title: _____

The Texas Lawyer's Creed

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and setting disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and the administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.