



CITY COUNCIL AGENDA

Monday, March 21, 2022 at 6:00 PM

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

Dr. Ianthia Fisher, Mayor

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

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

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, MARCH 21, 2022 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

OPEN MEETING WITH INVOCATION AND PLEDGE

RECOGNITION OF VISITORS

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

APPROVAL OF MINUTES

1. APPROVAL OF MINUTES: REGULAR SESSION - MARCH 7, 2022

REPORTS

2. PRESENTATION FROM JOSEPH TUGGLE ON EAGLE SCOUT PROJECT IN DAVY CROCKETT MEMORIAL PARK
3. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR FEBRUARY 2022
4. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR FEBRUARY 2022
5. PRESENTATION FROM BEN ROSENBERG, FINANCIAL ADVISOR WITH U.S. CAPITAL ADVISOR REGARDING THE SALE SUMMARY FOR THE CERTIFICATES OF OBLIGATION, SERIES 2022 FOR THE TEXAS WATER DEVELOPMENT BOARD'S DRINKING WATER STATE REVOLVING FUND

BUSINESS

6. PRESENTATION / DISCUSSION / ACCEPTANCE OF FISCAL YEAR 2021 FINANCIAL AUDIT
7. CONSIDER AND APPROVE AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF CROCKETT, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO
8. CONSIDER AND APPROVE A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS APPROVING A PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD AND AUTHORIZING THE MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO EXECUTE THE PRINCIPAL FORGIVENESS AGREEMENT; AND APPROVING OTHER MATTERS RELATED THERETO

- [9.](#) CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS ADOPTING A WATER CONSERVATION AND EMERGENCY WATER DEMAND MANAGEMENT PLAN TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR FILING; PROVIDING FOR PUBLICATION BY CAPTION AND; PROVIDING AN EFFECTIVE DATE.
- [10.](#) CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS APPOINTING THE ELECTION OFFICIALS FOR THE MAY 7, 2022 GENERAL ELECTION, SETTING THE RATE OF PAY FOR THE ELECTION OFFICIALS, THE MAXIMUM NUMBER OF ELECTION CLERKS FOR THE POLLING PLACE AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD
- [11.](#) CONSIDER AND APPROVE DESIGNATION OF DEPUTY EARLY VOTING CLERKS
- [12.](#) CONSIDER AND APPROVE THE PURCHASE OF A SEWER CAMERA USING FUNDS FROM SANITARY SEWER OVERFLOW REVENUE
- [13.](#) CONSIDER AND APPROVE A RESOLUTION TO ELECT THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT
- [14.](#) CONSIDER AND APPROVE RECOMMENDED SPEED ZONES AT DAVY CROCKETT MEMORIAL PARK
- [15.](#) CONSIDER AND APPROVE JOB DESCRIPTION OF FIRE MARSHAL

EXECUTIVE SESSION

16. EXECUTIVE SESSION: GOV. CODE SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY. TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY

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

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 March 21, 2022 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on March 17, 2022 at 4:30 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 _____, 2022. _____ Title _____

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

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

OPEN MEETING WITH INVOCATION AND PLEDGE

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

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present.

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

1. APPROVAL OF MINUTES: REGULAR SESSION – FEBRUARY 7, 2022

Mayor Pro Tem Marsh made a motion to approve the minutes of the February 7, 2022 Regular Meeting. Council member Jackson seconded the motion. Motion passes 3-0.

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR JANUARY 2022 AND PRESENTATION OF ANNUAL RACIAL PROFILING REPORT

Chief Smith reported for the month of January 2022; 12 total manpower, 2238 total manpower hours, 452 total calls and 11 total accidents. A breakdown of the criminal reports is included in the packets.

Chief Smith presented council with the Annual Racial Profiling Report. This data is required by law to be presented to council annually. The report shows what data has to be presented and is mandated by law. There were 2190 traffic stops with 1956 stops resulting in citations for the Crockett Police Department for the year. The report shows no racial profiling in the City of Crockett.

3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR JANUARY 2022

Fire Chief Frizzell reported for the month of January 2022 the following: 47 total calls. A breakdown is included in the packets.

4. REPORT FROM PLANNING AND ZONING COMMISSION ON PROPOSED TEXT AMENDMENTS TO C-3 CITY CENTER SHOPPING DISTRICT CONTAINING ITS CONCLUSIONS AND RECOMMENDATIONS

Mr. Wade Thomas, Planning & Zoning board member along with Mr. Mark Preistner, Planning Concepts, presented council with the proposed recommendations and amendments to the C-3 Shopping District plan. It was explained the goal of the amendments is to identify additional parking, utilize occupied and unoccupied buildings and make the downtown area more walkable. The first recommendation is to address the C-3 district; the primary change is with land uses allowed by right and by specific use. Doing so will allow uses in C-1 and C-2 that more closely follows the uses allowed in C-1 Neighborhood Commercial District but also promotes downtown living in an urban style setting. The presence of residential units will encourage after five business in the downtown area. These changes would require a specific use permit and allow the council to have the ability to determine if a use is compatible with the downtown core. There will be public meetings and public postings to discuss the changes.

5. CONSIDER AND APPROVE AMENDMENT TO ARTICLE 7.04 OF THE BYLAWS OF CROCKETT ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Mr. Gentry stated this amendment has been approved by his board and states that all checks, drafts or orders for the payment of money, notes or indebtedness issued in the name of the Corporation shall bear two signatures. Each member of the Board and the Executive Director are authorized to sign checks. After discussion, Council member Jackson made a motion to approve the amendment to Article 7.04 of the bylaws of Crockett Economic and Industrial Development Corporation. Mayor Pro Tem Marsh seconded the motion. Motion passes 3-0.

6. CONSIDER AND APPROVE A RESOLUTION AND AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY FOR DAVY CROCKETT CLASSIC BIKE RACE IN CROCKETT

Mayor Pro Tem Marsh made a motion to approve a Resolution and Agreement with the Texas Department of Transportation for the temporary closure of State Right of Way for Davy Crockett Classic Bike Race in Crockett. Council member Jackson seconded the motion. Motion passes 3-0.

7. CONSIDER AND APPROVE LEASE AGREEMENT WITH PINEYWOODS SANITATION FOR LEASE OF BUILDING AT 400 N. DURRETT DRIVE

Council member Caldwell made a motion to approve the lease agreement with PineyWoods Sanitation for lease of building at 400 N. Durrett Drive. Council member Jackson seconded the motion. Motion passes 3-0.

8. CONSIDER AND APPROVE A RESOLUTION FOR CITY OF CROCKETT'S PARTICIPATION IN THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS COOPERATIVE PROGRAM

Council member Jackson made a motion to approve a Resolution for City of Crockett's participation in the Texas Comptroller of Public Accounts Cooperative Program. Council member Caldwell seconded the motion. Motion passes 3-0.

9. CONSIDER AND APPROVE REPAIRS TO CITY HALL AND POLICE DEPARTMENT PARKING LOT

Mr. Angerstein stated he received three quotes for repairs to the parking lot which will include: overlay existing asphalt paving, clean existing asphalt paving, apply tack coat, install 1" of compacted hot mix asphalt, stripe for parking and handicap. The quotes were: NAMCO \$29,500, Larry Young Paving \$41,600, Lonestar Paving \$52,000 Mayor Pro Tem Marsh made a motion to approve NAMCO for \$29,500 to be taken out of contingency funds. Council member Caldwell seconded the motion. Motion passes 3-0.

10. CONSIDER AND APPROVE CITY SECRETARY CERTIFICATION OF UNOPPOSED CANDIDATE IN PRECINCT 3 AND PRECINCT 4

Mayor Pro Tem Marsh made a motion to approve City Secretary Certification of Unopposed Candidate in Precinct 3 and Precinct 4. Council member Caldwell seconded the motion. Motion passes 3-0.

11. CONSIDER AND APPROVE A RESOLUTION CANCELLING THE ELECTION OF CITY COUNCIL MEMBERS IN PRECINCT #3 & PRECINCT #4 SCHEDULED FOR MAY 7, 2022

Mayor Pro Tem Marsh made a motion to approve a Resolution cancelling the election of City Council Members in Precinct #3 & Precinct #4 scheduled for May 7, 2022. Council member Caldwell seconded the motion. Motion passes 3-0.

12. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS, AMENDING CHAPTER 7, FIRE PREVENTION AND PROTECTION, OF THE CROCKETT CODE; REPEALING SECTION 7-32, INDEPENDENCE OF OFFICE; AMENDING SECTION 7-33, APPOINTMENT, TO PROVIDE FOR THE FIRE MARSHAL TO BE NOMINATED FOR OFFICE BY THE MAYOR AND CITY ADMINISTRATOR UPON RECOMMENDATION OF THE FIRE CHIEF AND APPOINTED BY THE CITY COUNCIL, REMOVED FROM OFFICE BY THE CITY COUNCIL UPON REQUEST OF THE FIRE CHIEF OR ON THE COUNCIL'S OWN

MOTION AND REQUIRING THE FIRE MARSHAL TO REPORT TO AND TAKE DIRECTIONS FROM THE FIRE CHIEF; REPEALING SECTION 7-35, REMOVAL; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Mayor Pro Tem Marsh made a motion to approve an Ordinance of the City of Crockett, Texas, amending Chapter 7, Fire Prevention and Protection, of the Crockett Code; repealing Section 7-32, Independence of Office; amending Section 7-33, Appointment, to provide for the Fire Marshal to be nominated for office by the Mayor and City Administrator upon recommendation of the Fire Chief and appointed by the City Council, removed from office by the City Council upon request of the Fire Chief or on the Council's own motion and requiring the Fire Marshal to report to and take directions from the Fire Chief; repealing Section 7-35, removal; containing a severability clause; containing a repealing clause; and providing an effective date. Council member Jackson seconded the motion. Motion passes 3-0.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:06 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary



City of Crockett
POLICE DEPARTMENT

COURTESY
PROTECTION
DEDICATION

Item 3.

CROCKETT, TEXAS 75835

936-544-2021 * 200 NORTH FIFTH STREET

CHIEF OF POLICE

Clayton Smith

Mayor

Dr. Ianthia Fisher

February 2022

Manpower: 13

Manpower Hours: 2311

Calls: 467

Accidents: 17

Arrests: 31

Traffic: 92

Reports: 76

Alarm Calls: 21

False Alarms: 15

No Fault Alarms: 6

Assault: 2

Burglary: 2

Criminal Mischief: 7

Criminal Trespass: 1

Disorderly Conduct: 2

Driving While Intoxicated: 3

Forgery: 1

Possession of Controlled Substance: 4

Possession of Drug Paraphernalia: 6

Possession of Marijuana: 5

Public Intoxication: 2

Resisting Arrest: 0

Theft: 14

Unlawful Possession of Firearm: 0

Unauthorized use of Motor Vehicle: 3

Miscellaneous Offenses: 29

Comments: REPORTING PERIOD: FEBRUARY 1-28, 2022 MISCELLANEOUS OFFENSES INCLUDES 9 WARRANT SERVICES.

Thursday, March 10, 2022

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2021

Item 4.

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
CITY CALLS	25	27	0	0	0	0	0	0	0	0	0	0	52	0
STRUCTURE FIRES:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE FIRES	2	1	0	0	0	0	0	0	0	0	0	0	3	0
GRASS / WOODS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REFUSE / TRASH FIRE	1	1	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	5	8	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT w/RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICAL RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
														0
POWERLINE EMERGENCIES	1	4	0	0	0	0	0	0	0	0	0	0	0	0
TREES DOWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NATURAL/LPG GAS LEAK	2	0	0	0	0	0	0	0	0	0	0	0	0	0
HAZ-MAT SPILL / LEAK	0	3	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	2	1	0	0	0	0	0	0	0	0	0	0	0	0
EMS LIFT ASSIST	0	1	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
FALSE ALARM BUSINESS	2	3	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM RESIDENTIAL	7	0	0	0	0	0	0	0	0	0	0	0	0	0
TERRORISTIC/BOMB THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	3	4	0	0	0	0	0	0	0	0	0	0	7	0
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AGENCY ASSIST	0	1	0	0	0	0	0	0	0	0	0	0	1	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 2021

Item 4.

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
COUNTY CALLS	22	16	0	0	0	0	0	0	0	0	0	0	38	0
STRUCTURE FIRES:	0	3	0	0	0	0	0	0	0	0	0	0	0	0
Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential	0	3	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRASS / WOODS FIRES	15	7	0	0	0	0	0	0	0	0	0	0	0	0
REFUSE / TRASH FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	5	3	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT w/Extrication	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICAL RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HAZ-MAT SPILL / LEAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
POWERLINE EMERGENCIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TREES DOWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NATURAL/LPG GAS LEAK	0	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	0	0	0	0	0	0	0	0
EMS LIFT ASSIST	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM BUSINESS	0	1	0	0	0	0	0	0	0	0	0	0	1	0
FALSE ALARM RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
												0		0
TERRORISTIC THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	1	2	0	0	0	0	0	0	0	0	0	0	0	0
TRAFFIC CONTROL	1	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 2021

Item 4.

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
TOTAL CALLS	47	43	0	0	0	0	0	0	0	0	0	0	90	0
ACTIVE MEMBERS (PAID / VOL.)	19	19	0	0	0	0	0	0	0	0	0	0	0	0
PAYROLL	\$4,900	\$4,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
VOLUNTEER MAN HOURS	315	320	0	0	0	0	0	0	0	0	0	0	0	0
COST PER MAN HOUR	\$15.56	\$15.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	12	4	0	0	0	0	0	0	0	0	0	0	0	0
MUTUAL AID RECEIVED	1	4	0	0	0	0	0	0	0	0	0	0	0	0
OUT OF COUNTY CALLS	1	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

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City of Crockett, Texas

TWDB Drinking Water State Revolving Fund

\$1,745,000

Combination Tax & Surplus Revenue
Certificates of Obligation, Series 2022

\$1,705,905

TDWB Principal Forgiveness

\$3,450,905 – Total Project

Certificate Sale Summary

March 21, 2022

*Ben J. Rosenberg
U.S. Capital Advisors LLC
300 W. 6th Street, Suite 1830
Austin, Texas 78701
512.813.1104 (direct)
brosenberg@uscallc.com*



US Capital Advisors

Austin

Houston

Dallas

Summary of Certificate Sale

City of Crockett, Texas Series 2022

■ Par Amount of Certificates	\$1,745,000
■ TWDB Principal Forgiveness	<u>1,705,905</u>
■ Total Proceeds	\$3,450,905
■ Principal Maturities	8/15/2024 – 2/15/2043 (no payments until 2024)
■ Amortization	20 Years
■ Call Date	Callable 3/1/2032 (standard 10 year call feature)
■ Rating Agency	No rating
■ True Interest Cost (TIC)	0%
■ Purchaser	Texas Water Development Board (TWDB)

CITY OF CROCKETT

COMBINATION TAX & SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022 (DWSRF)

COUNCIL MEETS 1ST AND 3RD MONDAYS OF THE MONTH (6:00PM)

Draft
3/17/2022

Timetable of Events

JANUARY 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Completed By	Event	Parties
March 2020	Engineer submits TWDB PIF for TWDB DWSRF.	E
May 28, 2021	TWDB invites City to apply for loan. (2 nd round)	P
July 19	City Council Meeting – Consideration and approval of Resolution Seeking Financial Assistance	C, BC, FA
Jul 31	City submits TWDB online application.	ALL
Aug - Nov	TWDB does their internal review and evaluation. Funding determination letter mailed 10.25.21	P
Dec 16, 2021	TWDB Board approves loan commitment	P
Jan 10, 2022	Regular City Council Meeting – Consideration and approval of Notice of Intent Resolution to Issue Certificates of Obligation. (Start debt issuance process).	C, FA, BC
Jan 20	First Notice - Advertise in newspaper of general circulation – (Houston County Courier). Must submit info to paper by Monday 1/17/22 at noon. Must also post the Notice of Intent on the City website and wait 46 days before council action to award sale of certificates.	C
Jan 27	Second Notice - Advertise in newspaper of general circulation – (Houston County Courier).	C

Feb 18	Bond Counsel to provide TWDB draft documents – 60 days before Closing.	BC
Mar 14	TWDB to provide actual interest rates for Certificate ordinance / loan – 5 business days prior to Council adoption. (NOT REQUIRED AS THIS IS A 0% LOAN).	P
Mar 21	Sale date. Regular City Council Meeting - consider and adopt Ordinance authorizing the Certificates.	FA, BC, C
Mar 28	Release budget and supporting engineering documents due to TWDB Engineer	FA, E
Mar 31	Submit initial Outlay Request / Escrow Release Authorization to TWDB – 15 business days prior to Closing	FA
Apr 11	Have all final closing documents to TWDB – 8 business days prior to Closing.	FA, BC, E
Apr 14	Distribute draft Closing Memorandum.	FA
Apr 21	Closing. Deliver Certificates. Receive loan proceeds.	C, BC, PAR

Legend

City of Crockett

Texas Water Development Board (TWDB)

KSA Engineers

Bracewell LLP

US Capital Advisors

Bank of Texas (BOKF, NA)

Issuer (C)

Purchaser (P)

Engineer (E)

Bond Counsel (BC)

Financial Advisor (FA)

PAR and Escrow Agent (PAR)

City of Crockett
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022

Distribution List

ISSUER

City of Crockett
 200 North 5th Street
 Crockett TX 75835

John Angerstein – City Administrator
 Phone 936-544-5156
 Fax 936-544-4976
angersteinj@crocketttxas.org

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SOURCES AND USES OF FUNDS

City of Crockett, Texas
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022_DWSRF

FINAL NUMBERS**Sources:**

Bond Proceeds:	
Par Amount	1,745,000.00
Other Sources of Funds:	
Principal Forgiveness	1,705,905.00
	3,450,905.00

Uses:

Project Fund Deposits:	
Construction	2,509,900.00
Engineering	336,500.00
Special Services	214,750.00
Contingency	
	258,730.00
	3,319,880.00
Delivery Date Expenses:	
Cost of Issuance	96,809.00
Loan Origination Fee	
	34,216.00
	131,025.00
	3,450,905.00

Note:

BOND SUMMARY STATISTICS

City of Crockett, Texas
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022_DWSRF

FINAL NUMBERS

Dated Date	03/01/2022
Delivery Date	04/21/2022
Last Maturity	08/15/2043
Arbitrage Yield	0.169647%
True Interest Cost (TIC)	0.169647%
Net Interest Cost (NIC)	
All-In TIC	0.674403%
Average Coupon	
Average Life (years)	11.706
Weighted Average Maturity (years)	11.706
Duration of Issue (years)	11.649
Par Amount	1,745,000.00
Bond Proceeds	1,745,000.00
Total Interest	
Net Interest	
Total Debt Service	1,745,000.00
Maximum Annual Debt Service	90,000.00
Average Annual Debt Service	81,860.83
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
CO's, Series 2022	1,745,000.00	100.000		11.706
	1,745,000.00			11.706

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,745,000.00	1,745,000.00	1,745,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts	-34,216.00	-96,809.00 -34,216.00	-34,216.00
Target Value	1,710,784.00	1,613,975.00	1,710,784.00
Target Date	04/21/2022	04/21/2022	04/21/2022
Yield	0.169647%	0.674403%	0.169647%

Note:

BOND PRICING

City of Crockett, Texas
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022_DWSRF

FINAL NUMBERS

Bond Component	Maturity Date	Amount	Rate	Yield	Price
CO's, Series 2022:					
	08/15/2024	90,000			100.000
	08/15/2025	90,000			100.000
	08/15/2026	90,000			100.000
	08/15/2027	90,000			100.000
	08/15/2028	90,000			100.000
	08/15/2029	90,000			100.000
	08/15/2030	90,000			100.000
	08/15/2031	90,000			100.000
	08/15/2032	85,000			100.000
	08/15/2033	85,000			100.000
	08/15/2034	85,000			100.000
	08/15/2035	85,000			100.000
	08/15/2036	85,000			100.000
	08/15/2037	85,000			100.000
	08/15/2038	85,000			100.000
	08/15/2039	85,000			100.000
	08/15/2040	85,000			100.000
	08/15/2041	85,000			100.000
	08/15/2042	85,000			100.000
	08/15/2043	90,000			100.000
		1,745,000			

Dated Date	03/01/2022	
Delivery Date	04/21/2022	
First Coupon	08/15/2022	
Par Amount	1,745,000.00	
Original Issue Discount		
Production	1,745,000.00	100.000000%
Underwriter's Discount		
Purchase Price	1,745,000.00	100.000000%
Accrued Interest		
Net Proceeds	1,745,000.00	

Note:

BOND DEBT SERVICE

City of Crockett, Texas
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022_DWSRF

FINAL NUMBERS

Period Ending	Principal	Interest	Debt Service
09/30/2024	90,000		90,000
09/30/2025	90,000		90,000
09/30/2026	90,000		90,000
09/30/2027	90,000		90,000
09/30/2028	90,000		90,000
09/30/2029	90,000		90,000
09/30/2030	90,000		90,000
09/30/2031	90,000		90,000
09/30/2032	85,000		85,000
09/30/2033	85,000		85,000
09/30/2034	85,000		85,000
09/30/2035	85,000		85,000
09/30/2036	85,000		85,000
09/30/2037	85,000		85,000
09/30/2038	85,000		85,000
09/30/2039	85,000		85,000
09/30/2040	85,000		85,000
09/30/2041	85,000		85,000
09/30/2042	85,000		85,000
09/30/2043	90,000		90,000
	1,745,000	0	1,745,000

Note:

BOND DEBT SERVICE

City of Crockett, Texas
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022_DWSRF

FINAL NUMBERS

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
08/15/2024	90,000		90,000	
09/30/2024				90,000
08/15/2025	90,000		90,000	
09/30/2025				90,000
08/15/2026	90,000		90,000	
09/30/2026				90,000
08/15/2027	90,000		90,000	
09/30/2027				90,000
08/15/2028	90,000		90,000	
09/30/2028				90,000
08/15/2029	90,000		90,000	
09/30/2029				90,000
08/15/2030	90,000		90,000	
09/30/2030				90,000
08/15/2031	90,000		90,000	
09/30/2031				90,000
08/15/2032	85,000		85,000	
09/30/2032				85,000
08/15/2033	85,000		85,000	
09/30/2033				85,000
08/15/2034	85,000		85,000	
09/30/2034				85,000
08/15/2035	85,000		85,000	
09/30/2035				85,000
08/15/2036	85,000		85,000	
09/30/2036				85,000
08/15/2037	85,000		85,000	
09/30/2037				85,000
08/15/2038	85,000		85,000	
09/30/2038				85,000
08/15/2039	85,000		85,000	
09/30/2039				85,000
08/15/2040	85,000		85,000	
09/30/2040				85,000
08/15/2041	85,000		85,000	
09/30/2041				85,000
08/15/2042	85,000		85,000	
09/30/2042				85,000
08/15/2043	90,000		90,000	
09/30/2043				90,000
	1,745,000	0	1,745,000	1,745,000

Note:

PROOF OF ARBITRAGE YIELD

City of Crockett, Texas
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022_DWSRF

FINAL NUMBERS

Date	Debt Service @	Present Value
		to 04/21/2022
		0.1696473111%
08/15/2024	90,000.00	89,647.13
08/15/2025	90,000.00	89,495.24
08/15/2026	90,000.00	89,343.60
08/15/2027	90,000.00	89,192.23
08/15/2028	90,000.00	89,041.11
08/15/2029	90,000.00	88,890.24
08/15/2030	90,000.00	88,739.64
08/15/2031	90,000.00	88,589.28
08/15/2032	85,000.00	83,525.90
08/15/2033	85,000.00	83,384.38
08/15/2034	85,000.00	83,243.10
08/15/2035	85,000.00	83,102.06
08/15/2036	85,000.00	82,961.26
08/15/2037	85,000.00	82,820.69
08/15/2038	85,000.00	82,680.37
08/15/2039	85,000.00	82,540.28
08/15/2040	85,000.00	82,400.43
08/15/2041	85,000.00	82,260.82
08/15/2042	85,000.00	82,121.44
08/15/2043	90,000.00	86,804.79
	1,745,000.00	1,710,784.00

Proceeds Summary

Delivery date	04/21/2022
Par Value	1,745,000.00
Arbitrage expenses	-34,216.00
Target for yield calculation	1,710,784.00

Note:

FORM 8038 STATISTICS

City of Crockett, Texas
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022_DWSRF

FINAL NUMBERS

Dated Date 03/01/2022
Delivery Date 04/21/2022

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
CO's, Series 2022:						
	08/15/2024	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2025	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2026	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2027	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2028	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2029	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2030	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2031	90,000.00	0.000%	100.000	90,000.00	90,000.00
	08/15/2032	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2033	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2034	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2035	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2036	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2037	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2038	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2039	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2040	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2041	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2042	85,000.00	0.000%	100.000	85,000.00	85,000.00
	08/15/2043	90,000.00	0.000%	100.000	90,000.00	90,000.00
		1,745,000.00			1,745,000.00	1,745,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	08/15/2043		90,000.00	90,000.00		
Entire Issue			1,745,000.00	1,745,000.00	11.7064	0.1696%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	96,809.00
Proceeds used for credit enhancement	34,216.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Note:

ORDINANCE NO. O-03B-22

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF CROCKETT, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

WHEREAS, the City Council of the City of Crockett, Texas (the “City”), authorized the publication of a notice of intention to issue certificates of obligation to the effect that the City Council would meet on March 21, 2022 to adopt an ordinance and take such other action as may be deemed necessary to authorize the issuance of certificates of obligation payable from City ad valorem taxes and from a pledge of and lien on the surplus revenues of the City’s water and sewer system, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the improvements to the City’s water system, including the acquisition, design, construction, rehabilitation, repair, replacement and equipment of water lines and related improvements and appurtenances and the costs of professional services related thereto; and

WHEREAS, such notice was published at the times and in the manner required by the Constitution and laws of the State of Texas, particularly Subchapter C, Chapter 271, Texas Local Government Code, as amended; and

WHEREAS, no petition or other request has been filed with or presented to any official of the City requesting that any of the proceedings authorizing such Certificates (as defined herein) be submitted to a referendum or other election; and

WHEREAS, the City is authorized to make the pledge of Surplus Revenues (as defined herein) pursuant to Chapter 1502, Texas Government Code; and

WHEREAS, the City is now authorized and empowered to proceed with the issuance and sale of the Certificates, and has found and determined that it is necessary and in the best interests of the City and its citizens that it issue the Certificates in accordance with the terms and provisions of this Ordinance; and

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

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

1. Recitals. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct and incorporated herein for all purposes.

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

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

“Attorney General” means the Attorney General of the State of Texas.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the City, the Paying Agent/Registrar and DTC.

“Bond Counsel” means Bracewell LLP.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Crockett, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022 authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Crockett, Texas.

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

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

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

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

“Escrow Agent” means BOKF, NA, Dallas, Texas, and its successors and assigns, or such other escrow agent as may be approved by the Mayor or Mayor Pro Tem and acceptable to the TWDB.

“Escrow Agreement” means the escrow agreement by and between the City and the Escrow Agent pertaining to the deposit of the proceeds of the Certificates.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into

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

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

“Initial Certificate” means the Initial Certificate authorized by Section 6(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund for payment of the Certificates established by the City in Section 16 of this Ordinance.

“Issuance Date” with respect to the Certificates initially delivered to the TWDB, shall mean the date on which each such Certificate is authenticated by the Paying Agent/Registrar and delivered to and paid for by the TWDB. Certificates delivered on transfer of or in exchange for other Certificates shall bear the same Issuance Date as the Certificate or Certificates in lieu of or in exchange for which the new Certificate is delivered.

“MSRB” means the Municipal Securities Rulemaking Board.

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

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Paying Agent/Registrar” means BOKF, NA, Dallas, Texas, and its successors in that capacity.

“Project” means the improvements to the City’s water system, including the acquisition, design, construction, rehabilitation, repair, replacement and equipment of water lines and related improvements and appurtenances and the costs of professional services related thereto.

“Project Fund” shall mean the project fund established by the City pursuant to Section 25 of this Ordinance.

“Register” means the books of registration kept by the Paying Agent/Registrar in which the names and addresses of and the principal amounts registered to each Owner are maintained.

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

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

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

“State” means the State of Texas.

“Surplus Revenues” means the revenues available after the payment of operation and maintenance expenses of the System and the debt service payable from gross revenues or net revenues of the System, if any, as well as any other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations.

“System” means the City’s water and sewer system.

“TWDB” means the Texas Water Development Board.

3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount of \$1,745,000 for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the Project.

4. Designation and Date. The Certificates shall be designated as the “CITY OF CROCKETT, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022,” and shall be dated March 1, 2022. The Certificates shall not bear interest.

5. Initial Certificates; Numbers and Denominations. The Certificates shall be issued in the principal amounts set forth in the following schedule and shall not bear interest, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on August 15 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered on transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2024	\$90,000	2034	\$85,000
2025	90,000	2035	85,000
2026	90,000	2036	85,000
2027	90,000	2037	85,000
2028	90,000	2038	85,000
2029	90,000	2039	85,000
2030	90,000	2040	85,000
2031	90,000	2041	85,000
2032	85,000	2042	85,000
2033	85,000	2043	90,000

6. Execution and Registration of Certificates. (a) The Certificates shall be signed on behalf of the City by the Mayor or Mayor Pro Tem and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be

impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

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

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Paying Agent/Registrar's Authentication Certificate, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Issuance Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the TWDB or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the TWDB or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

7. Payment of Principal. The Paying Agent/Registrar is hereby appointed as the initial paying agent for the Certificates. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office of the Paying Agent/Registrar in Dallas, Texas. For so long as the TWDB is the Owner of the Certificates, all payments of principal will be made in wire transfer form at no cost to the TWDB.

If the date for payment of the principal of any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

8. Ownership; Unclaimed Principal. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made

to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of State law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

9. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal payment office in Dallas, Texas and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance. The Issuance Date of each Certificate originally delivered to and paid for by TWDB shall be recorded in the Register.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Issuance Date, bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, for a Certificate or Certificates of the same maturity, Issuance Date, and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

10. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, Issuance Date, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable

laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authorize and the Paying Agent/Registrar shall authenticate and deliver a replacement Certificate of like maturity, Issuance Date, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Paying Agent/Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar.

The City or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Paying Agent/Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

11. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the

making of proper records regarding such payment. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

12. Book-Entry System. The Initial Certificates shall be delivered against payment to the TWDB. The TWDB shall be required to promptly surrender the Initial Certificates to the Paying Agent/Registrar for exchange. Certificates issued in exchange shall be registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Certificates, and held in the custody of DTC. Unless otherwise requested by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Certificates is to receive, hold or deliver any Certificate.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC participant or any person on whose behalf a DTC participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a registered owner of the Certificates, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, and (iii) the payment of any DTC participant or any other person, other than a registered owner of the Certificates, as shown on the Register, of any amount with respect to principal of or premium, if any, or interest on the Certificates.

Replacement Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the City and the Paying Agent/Registrar); or (ii) the City has advised DTC of its determination (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any of the foregoing events, the City shall use its best efforts to attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall cause to be authenticated and delivered replacement Certificates, in certificate form, to the beneficial owners of the Certificates. In the event that the City makes the determination noted in (ii) above (provided that the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any such determination), and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to beneficial owners of the Certificates as shown on the records of DTC provided to the City.

Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering or

transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time, DTC ceases to hold the Certificates as securities depository, all references herein to DTC shall be of no further force or effect.

Before the City can discontinue the book-entry-only system of registration through DTC, notice must be given to the TWDB and prior written consent of the TWDB must be received by the City.

13. Optional Redemption; Defeasance. (a) The Certificates are subject to optional redemption as set forth in the Form of Certificate in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity, Issuance Date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least 30 days prior to the date fixed for redemption by sending written notice by United States mail, first class, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

The City reserves the right, in the case of a redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such

notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificate subject to conditional redemption and such redemption has been rescinded shall remain outstanding.

(b) The Certificates may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

14. Forms. The form of the Certificates, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Certificate.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HOUSTON

REGISTERED
NUMBER

REGISTERED
DENOMINATION
\$_____

CITY OF CROCKETT, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022

MATURITY DATE:	DATED DATE:	ISSUANCE DATE:	CUSIP NO.:
August 15, 20__	March 1, 2022	April 21, 2022	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

THE CITY OF CROCKETT, TEXAS (the "City") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at BOKF, NA, (the "Paying Agent/Registrar"), at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, provided that for so long as the Texas Water Development Board ("TWDB") is the Owner of the Certificates, all payments of principal will be made in wire transfer form at no cost to the TWDB.

THIS CERTIFICATE is dated March 1, 2022 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$1,745,000 (herein referred to as the “Certificates”), for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the improvements to the City’s water system, including the acquisition, design, construction, rehabilitation, repair, replacement and equipment of water lines and related improvements and appurtenances and the costs of professional services related thereto, issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C, Chapter 271, Texas Local Government Code, as amended, pursuant to an ordinance duly adopted by the City Council of the City (the “Ordinance”), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after August 15, 2033, prior to their scheduled maturities, in whole or from time to time in part, in inverse order of maturity, in integral multiples of \$5,000, on March 1, 2032, or any date thereafter at par. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by United States mail, first class, postage prepaid, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption.

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

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE is exchangeable at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, for certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified paying agent/registrar for the Certificates and will cause notice of any change of paying agent/registrar to be mailed to each registered owner.

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

IT IS FURTHER certified, recited and represented that the Surplus Revenues (as defined in the Ordinance) to be derived from the operation of the City's System (as defined in the Ordinance), are pledged to the payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues, secured by a pledge of the Surplus Revenues that may be on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates.

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

City Secretary
City of Crockett, Texas

Mayor
City of Crockett, Texas

[SEAL]

(b) Form of Registration Certificate of Comptroller.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of
the State of Texas

(SEAL)

(c) Form of Paying Agent/Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

BOKF, NA,
as Paying Agent/Registrar
By: _____
Authorized Signature

Date of Authentication: _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Certificate on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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

(i) immediately under the name of the Certificate, the heading “MATURITY DATE” shall be completed with the words “As Shown Below” and the words “CUSIP NO.” deleted;

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above” shall be deleted and the following shall be inserted after the last sentence in the first paragraph, “The principal shall be paid in installments on August 15 in each of the years and in the principal amounts identified in the following schedule:”

[Information to be inserted from schedule in Section 5]

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

15. CUSIP Numbers. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates.

16. Interest and Sinking Fund; Tax Levy. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in a special fund to be designated “City of Crockett, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022 Interest and Sinking Fund”. While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Certificates as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures, but never less than two percent (2%) of the original principal amount of the Certificates each year, full allowance being made for delinquencies and costs of collection, and

such taxes when collected shall be applied to the payment of the interest on and principal of the Certificates and to no other purpose.

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

17. Pledge of Revenues.

(a) The Surplus Revenues to be derived from the operation of the System are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues, secured by a pledge of the Surplus Revenues that may be senior to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates.

(b) While the Certificates are outstanding, the City will at all times maintain sufficient rates and charges for the payment of the maintenance and operation expenses of the System and, to the extent that ad valorem taxes are not available for such purpose, the City will at all times maintain sufficient rates and charges to produce revenues not less than 1.10 times the annual debt service obligations of all outstanding obligations of the City secured in whole or in part by the Surplus Revenues of the System for which the City is budgeting to make payments from Surplus Revenues, for the payment of debt service on the Certificates. Upon the written request of the TWDB, the City shall provide documentation that evidences the levy of ad valorem taxes for the payment of debt service on the Certificates or information demonstrating that the City has budgeted Surplus Revenues of the System or other lawfully available revenues sufficient for the payment of debt service on the Certificates.

(c) If System revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, the amount of taxes that otherwise would have been required to be levied may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund.

(d) If the City does not levy taxes in any year as provided in Section 16 and Section 17(c) above, the City shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates and the City shall not transfer Surplus Revenues from the System to any fund other than the Interest and Sinking Fund until such times as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Interest and Sinking Fund.

(e) Each year that the Certificates are outstanding, and prior to the time taxes are to be levied for such year, the City shall establish, adopt, and maintain an annual budget that provides for the monthly deposit of sufficient Surplus Revenues, the monthly deposit of any other legally

available funds on hand at the time of the adoption of the annual budget, the deposit of tax revenues, or a combination thereof, into the Interest and Sinking Fund for the payment of debt service on the Certificates.

18. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 17 and 18 of this Ordinance, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the City under Sections 17 and 18 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

19. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor or Mayor Pro Tem of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

20. Sale. The Certificates are hereby sold and shall be delivered to the TWDB, as soon as practicable after adoption of this Ordinance, at a price of par, subject to the approval of the Attorney General and Bond Counsel. At the time the Certificates are delivered to the TWDB, the City shall pay an origination fee to the TWDB equal to _____% (\$_____) of the Project costs, in accordance with the rules of the TWDB. The Mayor or Mayor Pro Tem and other appropriate officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Certificates.

21. Books and Records. So long as any of the Certificates are outstanding the City covenants and agrees that it will keep proper books of record and account in which full, true and correct entries will be made of all transactions relating to the Certificates and the funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Owner.

22. Provisions Concerning Federal Income Tax Matters.

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

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

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

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

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

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

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

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

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

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

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

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City's official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than sixty (60) days prior to the date hereof and (ii) not later than eighteen (18) months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

(m) Source Series Bonds. The City covenants that neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Certificates to be acquired from the City by the TWDB.

(n) Advanced Refunding. The City covenants to refrain from using the proceeds of the Certificates to pay debt service on another issue more than ninety (90) days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code.

23. TWDB Resolution. The City agrees to comply with the applicable provisions of TWDB Resolution No. 21-123, which authorized the financial assistance evidenced by the Certificates.

24. Escrow Agreement. To facilitate the delivery of and payment for the Certificates pending completion of review of plans and specifications, the City Council hereby authorizes an Escrow Agreement to be entered into by and between the City and the Escrow Agent, the terms and conditions of which are hereby approved, subject to such insertions, additions, and modifications as shall be necessary to comply with all applicable laws, regulations, and procedures and to carry out the intent and purposes of this Ordinance. The Mayor or Mayor Pro Tem and the City Secretary are authorized to execute and deliver such Escrow Agreement in multiple counterparts on behalf of the City.

25. Project Fund. There is hereby created and established a special fund of the City, to be known as the "City of Crockett, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022 Project Fund," which shall be established at an official depository of the City and kept separate and apart from other funds of the City. The proceeds of the Certificates, shall be deposited in the escrow account for the Certificates that is maintained by the Escrow Agent for the benefit of the City and TWDB under and as more specifically provided in the Escrow Agreement. Upon release from the escrow account, such proceeds shall be deposited and held in the Project Fund until used for authorized purposes. The proceeds of the Certificates, as received, shall be deposited in the Project Fund. Money on deposit in the Project Fund and all interest, and income derived therefrom shall be used only for the purposes set forth in Section 3 of this Ordinance and to pay costs of issuance. Money on deposit in the Project Fund, may, at the option

of the City, be invested as permitted by State law including, particularly, the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257; provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Project Fund will be available at the proper time or times. Certificate proceeds deposited in the Project Fund shall be timely and expeditiously used, in accordance with the schedule for the Project approved by the TWDB, as may be amended from time to time. The City will maintain project accounts in accordance with generally accepted government accounting standards, including standards related to the reporting of infrastructure assets.

26. TWDB Rules. In compliance with the published rules and regulations of the TWDB, the City covenants and agrees that upon final completion of the Project to be financed with the proceeds of the Certificates, and if all or any portion of the Certificates shall be held by or on account of the TWDB or the State, the proper officials of the City shall render due and final accounting of the total cost of the Project and provide a copy of as-built plans for the Project to the TWDB. If, following completion of the Project, funds remain on hand in the Project Fund, or if the TWDB Executive Administrator (the “Executive Administrator”) disapproves construction of any portion of the Project as not being in accordance with the plans and specifications, the City shall use any remaining funds for enhancements to the Project that are approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, the City shall submit to the TWDB a final accounting and describe the proposed disposition of the any unused funds. If any funds are determined to be surplus funds remaining after the completion of the Project and the completion of a final accounting, such surplus funds shall be used for purposes approved by the Executive Administrator. Unless otherwise stated in the loan commitment of the TWDB with respect to the purchase of the Certificates, in determining the amount of available funds for constructing the Project to be financed, the City shall account for all monies in the Project Fund, including all loan funds extended by the TWDB, all other funds available from the Project as described in the Project engineer’s sufficiency of funds statement required for closing the TWDB’s loan and all interest, earned by the City on money in the Project Fund. This requirement shall not be interpreted as prohibiting the TWDB from enforcing such other rights as it may have under law.

27. Outlay Reports. The City agrees to submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

28. Environmental Indemnification. The City shall not use proceeds from the sale of the Certificates for sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

29. Insurance. The City covenants that the Project will be kept continually insured against such perils in an amount sufficient to protect the TWDB’s interest in the Project, to the

extent that insurance is customarily carried by cities operating similar facilities in similar locations; provided, however, that the City shall not be required to maintain such insurance so long as builders risk insurance covering such facilities during the period of construction is in effect.

30. Compliance with Rules and Statutes. The City covenants that it will comply with TWDB's rules and relevant state statutes in connection with the sale of the Certificates to TWDB and the use of the proceeds in connection with the Project approved by TWDB.

31. Compliance with Environmental Findings of Executive Administrator. The City covenants that it will comply with the conditions specified in the final environmental finding of the Executive Administrator when issued, including the standing emergency discovery conditions for threatened and endangered species and cultural resources.

32. Audited Financial Statements. The City shall annually submit to the TWDB a copy of its audited financial statements, which shall be prepared by a certified public accountant in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation.

33. Compliance with Davis-Bacon and Federal Disadvantaged Business Enterprises Program. Laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all Project contracts mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the Project carried out in whole or in part with Certificate proceeds shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB. The City covenants to comply with all applicable State and federal procurement requirements, including the federal procurement requirements under the Disadvantaged Business Enterprises program.

34. Federal Funding Accountability and Transparency Act. The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Certificates are outstanding.

35. Use of Iron and Steel Products. The City covenants that it will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines.

36. Maintenance of Project Fund. The City covenants that it will maintain the Project Fund in accordance with generally accepted government accounting principles.

37. Continuing Disclosure Undertaking.

(a) Annual Reports. The City agrees to provide to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the City's annual financial statements. The information will also include the audited financial statements of the City, if the City commissions an audit and it is completed within the required time. If the audit of such financial statements is not complete within such period, then the City will provide unaudited financial statements within such six month period to the MSRB, and audited financial statements if and when the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation. All such information and operating data shall be provided to the MSRB, in an electronic format, accompanied by identifying information, as prescribed by the MSRB, and will be available via the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org.

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

All such information and operating data may be provided to the MSRB in full in one or more documents, or may be included by specific reference to documents available to the public (including an Official Statement or other offering document, if it is available from the MSRB).

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

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

- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

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

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

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 2, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further amendments or written guidance provided by the SEC or its staff with respect with respect to the amendments to the Rule effected by the 2018 Release.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 37(a). All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

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

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

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

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is

unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 34(a) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

38. Private Placement Memorandum. The form and substance of the Private Placement Memorandum for the Certificates dated March 21, 2022, and any addenda, supplement or amendment thereto (the "Private Placement Memorandum"), presented to and considered at this meeting, are hereby in all respects approved and adopted. The proper officials of the City are hereby authorized to execute such Private Placement Memorandum as prescribed therein.

39. Appointment of Initial Paying Agent/Registrar; Paying Agent Registrar Agreement.

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

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

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

(d) The form of Paying Agent/Registrar Agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

40. Maintenance, Termination and Replacement of Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under this Section 40 of the Ordinance.

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

Certificates.

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

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

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

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

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

41. Remedies. TWDB shall have all remedies available at law or in equity with respect to the Certificates, and any provision of the Certificates that restricts or limits TWDB's exercise of such remedies shall be of no force and effect.

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

43. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

44. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

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

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

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

[Remainder of Page Intentionally Left Blank]

PASSED, APPROVED AND EFFECTIVE this 21st day of March, 2022.

City Secretary
City of Crockett, Texas

Mayor
City of Crockett, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HOUSTON §

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

1. The City Council of the City of Crockett, Texas, convened in a regular meeting on the 21st day of March, 2022, and the roll was called of the duly constituted officers and members of said City Council, to wit:

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

and all of said persons were present, except the following absentee(s): None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting, a written

ORDINANCE NO. O-03B-22

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF CROCKETT, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

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

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

SIGNED AND SEALED this 21st day of March, 2022.

[SEAL]

City Secretary
City of Crockett, Texas

RESOLUTION NO. R-03C-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS APPROVING A PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD AND AUTHORIZING THE MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO EXECUTE THE PRINCIPAL FORGIVENESS AGREEMENT; AND APPROVING OTHER MATTERS RELATED THERETO

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

WHEREAS, the Texas Water Development Board (the "TWDB") has made a commitment to provide financial assistance in the form of a principal forgiveness in the amount of \$1,705,905 from the Drinking Water State Revolving Fund (the "Principal Forgiveness") to the City of Crockett, Texas (the "City") to finance improvements to the City's water system, including the acquisition, design, construction, rehabilitation, repair, replacement and equipment of water lines and related improvements and appurtenances; and

WHEREAS, the City Council of the City desires to appoint Mayor Dr. Ianthia Fisher, or any successor as Mayor of the City, as the representative of the City (the "Authorized Representative") who is authorized to enter into an agreement related to the Principal Forgiveness (the "Principal Forgiveness Agreement") with the TWDB on behalf of the City; and

WHEREAS, the meeting at which this Resolution is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW THEREFORE,

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

1. Authorized Representative. The Mayor of the City is hereby appointed as the Authorized Representative of the City.

2. Approval of Principal Forgiveness Agreement. The Principal Forgiveness Agreement between the TWDB and the City in substantially the form presented to City Council is approved, and the Authorized Representative is authorized to execute the Principal Forgiveness Agreement on behalf of the City.

3. Effective Date. This Resolution shall become effective immediately after its adoption.

[Execution Page Follows]

PASSED, APPROVED and EFFECTIVE on this the 21st of March, 2022.

City Secretary
City of Crockett, Texas

Mayor
City of Crockett, Texas

[SEAL]

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HOUSTON §

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

1. The City Council of the City of Crockett, Texas, convened in a regular meeting on the 21st day of March, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

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

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT,
TEXAS APPROVING A PRINCIPAL FORGIVENESS AGREEMENT WITH
THE TEXAS WATER DEVELOPMENT BOARD AND AUTHORIZING THE
MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO
EXECUTE THE PRINCIPAL FORGIVENESS AGREEMENT; AND
APPROVING OTHER MATTERS RELATED THERETO

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

_____ Member(s) shown present above voted "Aye."

_____ Member(s) shown present above voted "No."

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

SIGNED AND SEALED this 21st day of March, 2022.

[SEAL]

City Secretary
City of Crockett, Texas

**Water Conservation &
Emergency Water Management Plan**

for

**City of Crockett
(Houston County, Texas)**

KSA Project Number CT.073

Revision	Description	By	Date
0	Initial Adoption	-	10/2009
1	2021 Revision	CD Hays	07/2021

Prepared by:



**211 E. Shepherd Avenue, Suite 205
Lufkin, Texas 75901
T: 936-637-6061
www.ksaeng.com
TBPE Firm Registration No. F-1356**

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Table of Contents

1	Water Conservation Plan	1-1
1.1	Introduction	1-1
1.2	Water Utility Profile	1-1
1.3	Administrative Information	1-1
1.4	Plan Requirements.....	1-1
1.5	Water Conservation Goals	1-2
1.6	Source Water Metering	1-3
1.7	Universal Metering and Meter Testing/Replacement	1-3
1.8	Determination and Control of Unaccounted for Water	1-4
1.9	Public Education.....	1-4
1.10	Water Rate Structure.....	1-4
1.11	Reservoir System Operations Plan (Not Applicable).....	1-4
1.12	Implementation and Enforcement	1-4
1.13	Coordination with the Regional Water Planning Group	1-5
1.14	Leak Detection and Repair	1-5
1.15	Water Use Record Management	1-5
1.16	Wholesale Water Contracts	1-5
2	Emergency Water Management Plan	2-1
2.1	Introduction	2-1
2.2	Plan Requirements.....	2-1
2.3	Trigger Conditions and Response Measures.....	2-2
2.4	Use of Alternative Water Sources.....	2-6
2.5	Pro Rata Water Allocation	2-7
2.6	Future Wholesale Contracts	2-8
2.7	Initiation Procedures.....	2-8
2.8	Termination Notification Actions.....	2-8
2.9	Means of Implementation	2-8
2.10	Information and Education	2-8
2.11	Variances.....	2-8

List of Tables

Table 1-1 Per Capita Water Usage	1-2
Table 2-1 Trigger Conditions	2-2

List of Exhibits

Exhibit A	Water Utility Profile (TWDB-1965)
Exhibit B	Water Conservation Plan Goals Table (TWDB-1964)
Exhibit C	Water Conservation Plan Annual Reports (TWDB-1966)
Exhibit D	Water Rate Structure
Exhibit E	Plan Adoption Ordinance

List of Appendices

Appendix A	TCEQ Water Conservation Plan Rules (30 TAC 288.2)
Appendix B	TCEQ Drought Contingency Plan Rules (30 TAC 288.20)

1 Water Conservation Plan

1.1 Introduction

The City of Crockett is located in Houston County, Texas with major highways through the area including U.S. Highway 287 and State Highways 7, 19, and 21. According to the 2010 Census, Crockett had a population of 6,950 and is the largest city in the county. The City provides water and sewer service to persons within its corporate limits.

The City has a formal Drought Contingency Plan entitled "Drought Contingency Plan" but does not have a formal water conservation plan. The original document was prepared in 2009. The City Council adopted this Plan via ordinance on October 5, 2009. There are no known amendments or revisions to the Drought Contingency Plan. This update is a complete revision of the current water conservation plan adopted in October 2009.

1.2 Water Utility Profile

Profile data for the water utility is provided in Exhibit A. Exhibit A includes population and customer data, water use data, water supply system data and wastewater system data.

1.3 Administrative Information

1.3.1 Owner Information

The water utility is owned and operated by the City of Crockett whose address and contacts are:

City of Crockett
200 N. 5th Street
Crockett, Texas 75835
936-544-5156 – Telephone
Contacts: Mr. John Angerstein, City Manager

1.3.2 Consultant Information

This plan was prepared by KSA Engineers, Inc. whose address and contact information follows:

KSA Engineers, Inc.
211 East Shepherd Avenue, Suite 205
Lufkin, Texas 75901
(936) 637-6061 – Telephone
Contact: Mr. C. Daniel "Danny" Hays, P.E., Project Manager

1.4 Plan Requirements

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included as Appendix A. For the purpose of these rules, a water conservation plan is defined as "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

288.2(a)(1)(A) – Utility Profile
288.2(a)(1)(8) – Specification of Goals
288.2(a)(1)(C) – Accurate Metering
288.2(a)(1)(D) – Universal Metering

- 288.2(a)(1)(E) – Determination and Control of Unaccounted Water
- 288.2(a)(1)(F) – Public Education and Information Program
- 288.2(a)(1)(G) – Non-Promotional Water Rate Structure
- 288.2(a)(1)(H) – Reservoir System Operations Plan
- 288.2(a)(1)(I) – Means of Implementation and Enforcement
- 288.2(a)(1)(J) – Coordination with Regional Water Planning Group

1.5 Water Conservation Goals

Water conservation goals were determined by average annual per capita water usage, as calculated from the Utility Profile. Municipal per capita water use is defined by TCEQ as "the sum total of water diverted into a water supply system for residential, commercial, public and institution uses divided by the actual population served". It is common to use municipal per capita water use for water supply/conservation planning and to assess the long-term effectiveness of water conservation programs.

In order to set water conservation goals, baseline per capita water use must first be determined. The City provides treated water to approximately 2,317 residential connections and 373 commercial connections. Table 1-1 shows the calculated per capita water usage (gpcd) for the previous five years (2015 – 2019).

Table 1-1 Per Capita Water Usage

YEAR	TOTAL WATER USAGE (GPCD)	RESIDENTIAL WATER USAGE (GPCD)	SEASONAL (SUMMER) WATER USAGE (GPCD)	WATER LOSS (GPCD)	WATER LOSS (%)
2019	127	46	131	71	55%
2018	151	90	168	51	32%
2017	135	56	139	21	16%
2016	160	101	181	26	17%
2015	128	85	136	21	16%
5-year Average	140	75	151	38	27%

The TWDB provides a tool for use in estimating the targeted goals for municipal water use conservation. The Water Conservation Utility Profile (TWDB-1965) is completed with updated information. This profile is included as Exhibit A. The information shown in Table 1.1 was calculated using information from the survey shown in Exhibit A and will be used to establish the goals of this water conservation plan..

Table 1.1 shows a sharp increase in water loss as a percentage in 2018 and 2019 as compared to previous years. Upon review of the historic water loss audits, and discussion with City staff, this increase most likely can be attributed to data entry for meter accuracy assumptions and billed metered consumption. The City has recently upgraded their metering system to an AMR system and it is anticipated that water loss will decrease due to the AMR system. There was an additional component to the 2019 water loss that was unique to that year alone. The system suffered two major water main breaks that resulted in significant water loss. These breaks were repaired and system operation was restored.

Goals of this water conservation plan are:

- To reduce the loss and waste of water
- To improve the efficiency in the use of water
- To establish a 10% goal for unaccounted water
- To meter water consumption at all municipally-owned facilities

- To increase public awareness of water conservation through a public education and information program

In order to continue water conservation efforts, the City has established 5-year and 10-year target goals for reduction in municipal use including a schedule for implementing the plan to achieve the targeted reductions and a method of tracking the implementation and effectiveness. The following updated long-term goals have been adopted by the City of Crockett:

1. Education and information will be provided on a yearly basis to all customers presenting non-wasteful uses of water and techniques that can be employed to conserve water. Based on the TWDB “most likely” scenario, a 2% savings in the average annual per capita use can be realized through education programs. This 2% goal equates to a 3 gpcd reduction (average annual gpcd of 140 multiplied by 2% rounded to the nearest whole number).
2. The TWDB has set a “most-likely” total goal of 7.0% for seasonal water savings. Seasonal water uses from June to August have represented approximately 27% of the total annual production over the last 5 years. This seasonal peak can be offset with the adoption of a landscape ordinance and summer water usage education. The average seasonal per capita usage is 151 gpcd. The resulting gpcd seasonal use reduction provides approximately 11 gpcd in water savings (151 multiplied by 7% rounded to the nearest whole number).
3. Unaccounted-for water from water production to the consumers on the system will be reduced from the previous 5-year average of 27%. This loss should be reduced to no more than 10%. The associated potential savings by reducing unaccounted for water loss is 24 gpcd (derived from multiplying average annual per capita water use of 140 gpcd by the difference in reduction of water loss from 27% to 10.0% rounded to the nearest whole number). This goal will require on-going metering and operational adjustments as well as continual repair, and/or replacement, of old lines and meters in the distribution system. The result will be a decrease in per capita water consumption thus reducing water demands on the system.

These goals provide a total potential for reducing water use by 38 gpcd. The City intends to meet one-half of this goal within 5 years of plan adoption (2026) and the second-half of this goal within 10 years of plan adoption (2031).

For ease of updating the water conservation plan on an annual basis the 5-year and 10-year goals for water savings are included on the Water Conservation Plan Goals Table (TWDB-1964) found in Exhibit B and the required Water Conservation Plan Annual Report can be found in Exhibit C.

1.6 Source Water Metering

The City of Crockett purchases treated water from the Houston County Water Control and Improvements District (WCID) No. 1 via a long-term water purchase contract and also maintains two water wells in reserve. Houston County WCID No. 1 supplies water through treated surface water drawn from Houston County Lake. The delivery point for Houston County WCID No. 1 water is metered and read by Houston County WCID and City of Crockett staff.

1.7 Universal Metering and Meter Testing/Replacement

Metering is widely recognized as an essential requirement for any water utility's efforts to measure and reduce water demand. All water users in Crockett, including most municipal facilities, are metered. This requirement for universal metering of water users will be continued. Metering of all municipal facilities is a goal of this plan. The only unmetered municipal water usage should be for uses such as fire fighting, main flushing, and street sweeping, which by nature do not accommodate a permanent water meter location.

The City typically replaces small residential meters based on abnormally high or low registered water usage, feedback from meter readers, and when the meter register appears broken or scratched. A recently completed USDA funded project replaced all existing meters in the system, except for a few complex installations. This meter replacement project converted the system from manual read meters to AMR style meters.

1.8 Determination and Control of Unaccounted for Water

Unaccounted-for water is the difference between water delivered by the City and metered deliveries to customers plus authorized, but unmetered, uses. Authorized, but unmetered, uses would include use for fire fighting, releases for flushing of lines, street sweeping, and uses associated with new construction.

Unaccounted water can include several categories:

- Inaccuracies in customer meters. (Customer meters tend to run more slowly as they age and under-report actual usage.)
- Losses due to water main breaks and leaks in the water distribution system.
- Losses due to illegal connections and theft.

In the past, the City has made a concerted effort to calculate the amount of unaccounted-for water on an annual basis.

The City will continue to maintain data to calculate the amount of unaccounted-for water and, if warranted, may take action to include installation of meters on all municipal facilities, an accelerated meter replacement/repair program, expansion of the leak detection program, and/or increased routine audits of the water system to identify illegal connections and abandoned services. The City intends to maintain an unaccounted water level of less than 10%.

1.9 Public Education

The primary elements of the City's public education program are:

- Utility bill inserts regarding the water conservation issues
- Presentations to schools regarding water conservation and water quality issues
- Customer-service personnel focus on water conservation strategies with utility customers

1.10 Water Rate Structure.

The City's current water rate structure is an increased block type, which encourages water conservation. The current water and sewer rates can be found in Exhibit D.

1.11 Reservoir System Operations Plan (Not Applicable)

1.12 Implementation and Enforcement

A copy of the ordinance indicating the official adoption of this Water Conservation Plan by the City Council is provided in Exhibit E.

The City Manager will be responsible for implementation and administration of the Water Conservation Plan, as follows:

- Oversee the execution and administration of all Plan elements
- Supervise the keeping of records for program verification and to assess the program effectiveness
- Make recommendations for changes in the Water Conservation Plan elements

Elements of this Water Conservation Plan which require enforcement (such as the universal metering requirements) are generally handled by incorporation into municipal ordinances.

1.13 Coordination with the Regional Water Planning Group

The service area of the City is located within the Region I Water Planning Area. The City will provide a copy of this Water Conservation Plan to the Region I Water Planning Group as well as Houston County WCID No. 1.

1.14 Leak Detection and Repair

The City's current leak detection program will be continued, such program includes:

- Visual observations by meter readers, water system employees and customers who keep watch for abnormal conditions which may indicate a leak; and,
- Adequate and responsive staff with appropriate equipment is available 24 hours per day to repair any leaks that are detected.

1.15 Water Use Record Management

The current utility billing system recognizes users as being either inside the City limits or outside the City limits. Some unmetered municipal water usage (such as fire lines to businesses) exists, as well as unaccounted-for usages previously mentioned such as fire fighting, water line flushing, etc. The current user categories will be continued and should be adequate to provide accurate records of water sales and to determine the amount of unaccounted-for water.

1.16 Wholesale Water Contracts

The City does not currently have any wholesale water supply contracts. Should the City enter into a wholesale water supply contract, adoption of this plan will be a required element of this contract.

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2 Emergency Water Management Plan

2.1 Introduction

While the water conservation planning elements implement permanent water use efficiency procedures, it does not provide for emergency circumstances that can arise. Examples of such circumstances include: droughts; contamination of water supply(ies); disasters which destroy all or part of the water system; or major failures of treatment works, transmission mains, storage, or distribution. It is, therefore, critical that an emergency plan be developed before such circumstances occur. This will require a cooperative effort between the City, its water wholesaler (Houston County WCID No. 1), and its wholesale water customers, if any.

Emergency water demand management involves various key concepts which must be outlined in order to ensure an effective plan is available for distributing water in times of shortage. The goal of the emergency water demand management plan is to quickly reduce the amount of water used by the City's customers in response to an emergency condition. To achieve this goal, the plan involves major elements which include:

- Trigger Conditions and Response Measures;
- Initiation Procedures;
- Termination Notification Actions;
- Means of Implementation; and,
- Information and Education.

Collectively, these elements form a plan that can effectively address temporary emergency conditions with predetermined methods and techniques. While this plan cannot cover every possible emergency situation, it does provide a framework by which emergency water demand management can be quickly implemented by the City.

2.2 Plan Requirements

The TCEQ rules governing development of drought contingency plans (referred to as an emergency water management plan herein) for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, which is included as Appendix B. For the purpose of these rules, a water conservation plan is defined as "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.20(a)(1)(A) – Public Involvement
- 288.20(a)(1)(8) – Public Education and Information Program
- 288.20(a)(1)(C) – Coordination with Regional Water Planning Group
- 288.20(a)(1)(D) – System Monitoring and Response Criteria
- 288.20(a)(1)(E) – Stages of Response
- 288.20(a)(1)(F) – Targets for Water Use Reduction
- 288.20(a)(1)(G) – Water Supply/Demand Management Measures
- 288.20(a)(1)(H) – Criteria for Termination of Response Stages
- 288.20(a)(1)(I) – Procedures for Granting Variances
- 288.20(a)(1)(J) – Procedures for Enforcement

2.3 Trigger Conditions and Response Measures

The Houston County WCID No. 1 supplies treated water to Crockett under water purchase contract which allows for delivery of 2.304 MGD. Houston County WCID No. 1 supplies water to the City with treated surface water drawn from Houston County Lake. The City also maintains two water wells that can be used during service disruptions of the Houston County WCID No. 1 supply. These two potential supply sources provide redundancy for the City to ensure water is delivered in case one or the other systems fail. In spite of this redundancy, the City must be prepared to respond to any emergency water supply situation. It must also be prepared to respond to other emergency conditions occurring in the City's system.

Four (4) threshold levels have been identified for triggering various responses to water supply emergencies. These trigger conditions and corresponding emergency response measures are presented in Table 2-1.

Table 2-1 Trigger Conditions

PHASE	TRIGGER CONDITIONS	RESPONSE MEASURES
Phase 1: Mild Water Shortage Condition	• Total daily water consumption exceeds 1.5 million gallons per day (MGD) for 7 consecutive days; or, • Daily demand exceeds 1.75 MGD on a single day. • Phase 1 of the Plan may be rescinded when the triggering event has ceased to exist for 5 (five) consecutive days. Wholesale customers and the media shall be notified of this change.	• Achieve a 10% reduction in total water use. • The City Administrator will contact wholesale water customers to discuss water supply or demand conditions and will request that wholesale water customers initiate voluntary measures to reduce water use to help alleviate the triggering event of the Stage 1 water shortage condition. • The City Administrator will provide a weekly report to the news media, and post notice on the City of Crockett Website, with information regarding current water supply and/or demand conditions, projected water supply/demand conditions if drought conditions persist and consumer information on water conservation measures and practices. • Implement voluntary daily landscape irrigation schedule where even/odd numbered street addresses may water on even/odd numbered days of the month, respectively, between hours of 12:00 midnight – 7:00 a.m. and 7:00 p.m. – 12:00 midnight.

PHASE	TRIGGER CONDITIONS	RESPONSE MEASURES
Phase 2: Moderate Water Shortage Condition	- Total daily water consumption exceeds 1.5 million gallons per day (MGD) for 30 consecutive days; or, - Daily demand exceeds 2.0 MGD on a single day. - Phase 2 of the Plan may be rescinded when the triggering event has ceased to exist for 30 (thirty) consecutive days. Upon termination of Phase 2, Phase 1 becomes operative. Wholesale customers and the media shall be notified of this change.	- Achieve a 15% reduction in total water use. - The City Administrator will initiate weekly contact with wholesale water customers to discuss water supply and/or demand conditions and the possibility of pro rata curtailment of water diversions and/or deliveries. - The City Administrator will request wholesale water customers to initiate mandatory measures to reduce non-essential water use to alleviate the triggering event of the Stage 2 water shortage condition. - The City Administrator will initiate preparation for the implementation of pro rata curtailment of water diversions and/or deliveries by preparing a monthly water usage allocation baseline for each wholesale customer according to the procedures specified in Section V of the Plan. - The City Administrator will provide a weekly report to the news media, and post notice on the City of Crockett Website, with information regarding current water supply and demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices. - Initiate Mandatory Water Use Restrictions: Water customers will restrict water use under threat of penalty for violation, the following water use restrictions shall apply to all persons. - Mandatory Lawn Watering Schedule: Customers with odd number street addresses may water on odd number days of the month between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 8:00 p.m.

PHASE	TRIGGER CONDITIONS	RESPONSE MEASURES
		and 10:00 p.m. only. Customers with even number street addresses may water on even number days of the month between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 8:00 p.m. and 10:00 p.m. only. ▪ Use of water to wash motor vehicles, motorbikes, boats, trailers, airplanes, or other vehicles is prohibited except on designated outdoor water use days. Commercial Car washes, as well as, washing of garbage trucks and other vehicles which carry perishable items are exempt from this restriction. ▪ Use of water to fill, refill or add any indoor or outdoor swimming pools, wading pools or Jacuzzi-type pools is prohibited except on designated outdoor water use days as listed. ▪ Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the city. ▪ All restaurants are prohibited from serving water to patrons except upon request of the patron. ▪ The following uses of water are defined as nonessential and are prohibited: ○ Wash down of any sidewalks, walkways, driveways, parking lots or other hard-surfaced areas; ○ Use of water to wash down buildings or structures for

PHASE	TRIGGER CONDITIONS	RESPONSE MEASURES
		the purposes other than immediate fire protection; ○ Use for dust control; ○ Flushing gutters or permitting water to run or accumulate in any gutter or street; and Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
Phase 3: Severe Water Shortage Condition g	• Total daily water consumption exceeds 2.0 million gallons per day (MGD) for 5 consecutive days; or, • Daily demand exceeds 2.75 MGD on a single day. • Phase 3 of the Plan may be rescinded when the triggering event has ceased to exist for 60 (sixty) consecutive days. Upon termination Phase 2 becomes operative. Wholesale customers and the media shall be notified of this change.	• Achieve a 25% reduction in total water use. • The City Administrator will contact wholesale water customers to discuss water supply and demand conditions and will request that wholesale water customers initiate mandatory measures to reduce non-essential water use to alleviate the triggering event of the Stage 3 water shortage condition. • The City Administrator will initiate pro rata curtailment of water diversions and deliveries for each wholesale customer according to the procedures specified in Section V of the Plan. • The City Administrator will provide a weekly report to the news media, and post notice on the City of Crockett Website, with information regarding current water supply and demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices. • Mandatory Phase 3 Water use restrictions: All requirements of Phase 2 shall remain in effect during Phase 3 except: ▪ Irrigation of landscaped areas shall be limited to designate outdoor water use days between the hours of 6:00 a.m. and 10:00

PHASE	TRIGGER CONDITIONS	RESPONSE MEASURES
		a.m. and between 7:00 p.m. and 10:00 p.m. and shall only be by the means of hand-held hoses or hand-held buckets. The use of hose-end sprinklers, soakers hoses, drip irrigation systems or permanently installed automatic sprinkler systems are prohibited at all times. ▪ Reduce or discontinue flushing of water mains. ▪ Audit utility system for water loss.
Phase 4: Critical Water Shortage Condition	• The City of Crockett will recognize that an emergency water shortage condition exists when Houston County Water District (HCWD) is unable to supply water to Crockett, or a major water line breaks, or pump station or system failures occur, which cause unprecedented loss of capability to provide water service or natural or man-made contamination of the water supply source. • Phase 4 of the Plan may be rescinded when the triggering event has ceased to exist for 1 (one) day. Upon termination of Phase 4, wholesale customers and the media shall be notified of this change.	• Assess the severity of the problem and identify the actions needed and time required to solve the problem. • Inform the utility director of other responsible official of each wholesale water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems (e.g. notification of the public to reduce water use until service is restored). • If appropriate, notify local, county, and/or state emergency response official for assistance. • Instruct the Public Works Department to undertake necessary actions, including repairs and/or clean-up as needed. • Initiate restrictions for public health and safety: the City Administrator will issue restrictions on all nonessential water use for the emergency period. Focus will be to maintain pressure in water system for fire protection, drinking water, as well as for cooking and hygiene. • Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

2.4 Use of Alternative Water Sources

The city shall utilize its stand-by wells to help elevate the drought response stages in this Plan.

2.5 Pro Rata Water Allocation

2.5.1 Requirements for Initiation

In the event that the triggering criteria in Section 2.3 of the Plan for Phase 3- Severe Water Shortage Conditions have been met, the City Administrator, by direction of the Mayor, or in his absence, the Mayor pro-tem, is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039.

- a. A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the City Council based on need to curtail water diversions and/or deliveries and may be adjusted periodically by resolution of the City Council as conditions warrant. Once pro rata allocation is in effect, water diversions by or deliveries to each wholesale customer shall be limited to the allocation established for each month.
- b. During any period of time when, in the judgment of the City, there is a critical shortage of water in the sources of supply available to the City, which makes it impracticable or inadvisable for the City to deliver to the Contracting Parties; if any, with which it has water supply contracts the full amount of water required to be delivered hereunder, the water deemed available by the City from its sources of supply, shall be rationed to such Contracting Parties during each month of such period of time, as follows:
 1. There shall be calculated for each of the Contracting Parties the total amount of water from all sources actually consumed by such Contracting Parties and the customers of its waterworks system during the immediately preceding month; and
 2. From such total amount of water thus calculated for each Contracting Party there shall be deducted the amount of such water which was obtained during said immediately preceding month from any source of water supply owned by the Contracting Party and not under control of City; and
 3. City's available water shall be prorated ratably between such Contracting Parties in proportion to the aforesaid resulting amounts for each Contracting Party.

2.5.2 Requirements for Termination

Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

2.5.3 Enforcement

During any period when pro rata allocation of available water supplies is in effect, wholesale customers shall pay the following surcharges on excess water diversions and/or deliveries:

- 1.00 times the normal water charge per acre-foot for water diversions and/or deliveries in excess of the monthly allocation up through 5 percent above the monthly allocation.
- 1.00 times the normal water charge per acre-foot for water diversions and/or deliveries in excess of the monthly allocation from 5 percent through 10 percent above the monthly allocation.
- 2.00 times the normal water charge per acre-foot for water diversions and/or deliveries in excess of the monthly allocation from 10 percent through 15 percent above the monthly allocation.
- 3.00 times the normal water charge per acre-foot for water diversions and/or deliveries more than 15 percent above the monthly allocation.

The above surcharges shall be cumulative.

During any period when emergency rationing of available water supplies is in effect, municipal customers shall adhere to the following violation of emergency rationing rules:

- First Violation – The City may install a flow restrictor in the line to limit the amount of water that will pass through the meter in a twenty-four (24) hour period. The cost to be charged to the resident's account shall be the actual installed cost to the City, not to exceed \$50.00.
- Subsequent Violations – The City may terminate service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal service trip fee of the City shall apply for restoration service.

2.6 Future Wholesale Contracts

The City shall include a provision in every wholesale water contract entered into or renewed, including contract extensions, after adoption of this Plan that in case of shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code 11.039.

2.7 Initiation Procedures

The City, through the office of the City Manager or his/her duly appointed representative, will order the initiation of public notification when trigger conditions signal the need to implement emergency water demand management measures. Communication of the emergency water demand condition will be distributed to the public via notices:

- Posted at City Hall, the Post Office, shopping establishments, and restaurants.
- Circulated to local newspaper and radio stations.
- Mailed to all major water customers.

The notice will include the appropriate demand management measures that must be taken in response to the existing trigger condition.

2.8 Termination Notification Actions

Upon the City's determination that the emergency condition has subsided (through the City Manager or his/her duly appointed representative), the public will be informed of the termination of the response measures in the same manner that the initiation notice was distributed.

2.9 Means of Implementation

The emergency water demand management plan elements have been implemented through the passage of a resolution (see Exhibit E). By passage of this resolution and subsequent adoption of this plan, the City Manager or his/her duly authorized representative has the authority to begin immediate implementation of contingency measures when a trigger condition is reached.

2.10 Information and Education

The public will be informed of the emergency water demand management system as outlined in this plan after adoption. This information will be distributed to the customers through, (1) newspaper articles and, (2) education and information process as part of the Water Conservation Plan.

2.11 Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

2. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

1. Name and address of the petitioner(s).
2. Purpose of water use.
3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
5. Description of the relief requested.
6. Period of time for which the variance is sought.
7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
8. Other pertinent information.

Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:

1. Variances granted shall include a timetable for compliance.
2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

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Exhibit A

Water Utility Profile (TWDB-1965)

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UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Fill out this form as completely as possible.
If a field does not apply to your entity, leave it blank.

CONTACT INFORMATION

Name of Utility: City of Crockett, Texas

Public Water Supply Identification Number (PWS ID): 1130001

Certificate of Convenience and Necessity (CCN) Number: 10139

Surface Water Right ID Number: n/a

Wastewater ID Number: WQ0010154001 (North Plant); WQ0010154002 (South Plant)

Completed By: C. Daniel "Danny" Hays, P.E. Title: Project Mangager

Address: 211 E. Shepherd Ave., Ste. 205 City: Lufkin Zip Code: 75901

Email: dhays@ksaeng.com Telephone Number: 936.637.6061

Date: 7/16/2021

Regional Water Planning Group: I [Map](#)

Groundwater Conservation District: n/a [Map](#)

Check all that apply:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☐ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

Section I: Utility Data

A. Population and Service Area Data

- Current service area size in square miles: 9
(Attach or email a copy of the service area map.)
- Provide historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2015	8242	0	8242
2016	6950	0	6950
2017	6582	0	6582
2018	6657	0	6657
2019	6950	0	6950

- Provide the projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	7073	0	7073
2030	7105	0	7105
2040	7105	0	7105
2050	7105	0	7105
2060	7105	0	7105

- Describe the source(s)/method(s) for estimating current and projected populations.

Historical populations were taken from annual water use surveys submitted to TWDB. Projected populations were taken from the 2022 Texas State Water Plan.

B. System Input

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2015	1888000	380734000	0	382622000	127
2016	36876000	347397000	0	384273000	151
2017	27720000	297142000	0	324862000	135
2018	0	387883000	0	387883000	160
2019	0	324870000	0	324870000	128
Historic 5-year Average	13296800	347605200	0	360902000	140.2

C. Water Supply System (Attach description of water system)

- Designed daily capacity of system 2304000 gallons per day.
- Storage Capacity:
Elevated 1000000 gallons
Ground 1840000 gallons
- List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
Houston County WCID 1	Contract	700000000
Sparta Sand	Ground	0
	Choose One	
	Choose One	
	Choose One	
	Choose One	

*Select one of the following source types: *Surface water, Groundwater, or Contract*

- If surface water is a source type, do you recycle backwash to the head of the plant?
☐ Yes _____ estimated gallons per day
☒ No

D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2021	7105	408291303
2022	7105	408291303
2023	7105	408291303
2024	7105	408291303
2025	7105	408291303
2026	7105	408291303
2027	7105	408291303
2028	7105	408291303
2029	7105	408291303
2030	7105	408291303

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

2022 Texas State Water Plan

E. High Volume Customers

1. List the annual water use, in gallons, for the five highest volume **RETAIL customers**. Select one of the following water use categories to describe the customer; choose Residential, Industrial, Commercial, Institutional, or Agricultural.

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
Crockett Housing Authority	Residential	12787500	Treated
Crockett ISD	Institutional	1983100	Treated
Crockett Washateria	Commercial	1883400	Treated
Fresenius Medical Care Dialysis	Commercial	1508000	Treated
Houston Co. Nursing Home	Commercial	1492000	Treated

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

2. If applicable, list the annual water use for the five highest volume **WHOLESALE customers**. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Wholesale Customer	Water Use Category*	Annual Water Use	Treated or Raw
Big Creek Construction	Industrial	273400	Treated
Tiger Creek Construction	Industrial	24300	
	Choose One		Choose One
	Choose One		
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

F. Utility Data Comment Section

Provide additional comments about utility data below.

Section II: System Data

A. Retail Connections

- List the active retail connections by major water use category.

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	2221	0	2221	0.8241187384044
Residential – Multi-family (units)	96	0	96	0.0356215213358
Industrial	0	0	0	0
Commercial	378	0	378	0.1402597402597
Institutional	0	0	0	0
Agricultural	0	0	0	0
TOTAL	2695	0	2695	

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

- List the net number of new retail connections by water use category for the previous five years.

Water Use Category*	Net Number of New Retail Connections				
	2015	2016	2017	2018	2019
Residential – Single Family	10	0	20	25	2
Residential – Multi-family (units)	2	0	9	-1	-1
Industrial	0	0	0	0	0
Commercial	-4	0	8	-34	13
Institutional	0	0	9	-9	0
Agricultural	0	0	0	0	0
TOTAL	8	0	46	-19	14

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use.](#)

B. Accounting Data

For the previous five years, enter the number of gallons of RETAIL water provided in each major water use category.

Water Use Category*	Total Gallons of Retail Water				
	2015	2016	2017	2018	2019
Residential - Single Family	241039000	241039000	111860800	180030400	83236700
Residential – Multi-family	13969500	13969000	22353789	37737800	34700500
Industrial	0	0	0	0	0
Commercial	63804000	63804000	1987987	43305300	78438500
Institutional	0	0	134214589	0	0
Agricultural	0	0	0	0	0
TOTAL	318812500	318812000	270417165	261073500	196375700

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

C. Residential Water Use

For the previous five years, enter the residential GPCD for single family and multi-family units.

Water Use Category*	Residential GPCD				
	2015	2016	2017	2018	2019
Residential - Single Family	83.40	98.91	48.64	77.33	34.23
Residential – Multi-family	118.07	140.02	217.2	370.83	330.15

D. Annual and Seasonal Water Use

- For the previous five years, enter the gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Retail Water				
	2015	2016	2017	2018	2019
January	29282000	30038000	28843000	37224000	31591000
February	25391000	28268000	25546000	34238000	24133000
March	29740000	29206000	24159000	32057000	21778000
April	26541000	30296000	26412000	34598000	25035000
May	29877000	30313000	25503000	35462000	24972000
June	27642000	33105000	23634000	36411000	26006000
July	35646000	39995000	30135000	32568000	27965000
August	40098000	42722000	30471000	33791000	29750000
September	39321500	32349000	29757000	31648000	34745000
October	34785000	27082000	27662000	25746000	30035000
November	32403000	31785000	25903000	24442000	26617000
December	31896000	29114000	26837000	29698000	22243000
TOTAL	382622500	384273000	324862000	387883000	324870000

2. For the previous five years, enter the gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Retail Water				
	2015	2016	2017	2018	2019
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
TOTAL	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2015	2016	2017	2018	2019	
Summer Retail (Treated + Raw)	103386000	115822000	84240000	102770000	83721000	97987800 5yr Average
TOTAL Retail (Treated + Raw)	382622500	384273000	324862000	387883000	324870000	360902100 5yr Average

E. Water Loss

Provide Water Loss data for the previous five years.

Water Loss GPCD = [Total Water Loss in Gallons ÷ Permanent Population Served] ÷ 365

Water Loss Percentage = [Total Water Loss ÷ Total System Input] x 100

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2015	61964144	21	0.16194610869212958
2016	65249024	26	0.1697986171289682
2017	50372283	21	0.15505747979141912
2018	124661104	51	0.32138841867264095
2019	178854940	71	0.5505431095515129
5-year average	96220299	38	0.271747

F. Peak Water Use

Provide the Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2015	1048280		0
2016	1052802		0
2017	890032		0
2018	1062693		0
2019	890054		0

G. Summary of Historic Water Use

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	171441180	0.8241187384044527	
Residential MF	24546117.8	0.03562152133580705	
Industrial	0	0	
Commercial	50267957.4	0.14025974025974025	
Institutional	26842917.8	0	
Agricultural	0	0	

H. System Data Comment Section

Provide additional comments about system data below.

Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the [Water Conservation Plan Checklist](#) to complete your Water Conservation Plan.

A. Wastewater System Data (Attach a description of your wastewater system.)

- Design capacity of wastewater treatment plant(s): 2500000
gallons per day.
- List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	
Industrial			0	
Commercial			0	
Institutional			0	
Agricultural			0	
TOTAL	0	0	0	

- What percent of water is serviced by the wastewater system? ____%
- For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2015	2016	2017	2018	2019
January				18494200	36884900
February				22328500	20315000
March				28612100	18890000
April				28682000	25163600
May				19815800	36031000
June				18914500	21824000
July				12783600	16912000
August				12170200	13401000
September				14915000	12737000
October				25714000	14066000
November				31696000	10966000
December				42545000	12114000
TOTAL	0	0	0	276670900	239304500

4. Can treated wastewater be substituted for potable water?

☐

Yes

☒

No

B. Reuse Data

1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
TOTAL	0

C. Wastewater System Data Comment

Provide additional comments about wastewater system data below.

You have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the [Water Conservation Plan Checklist](#) to complete your Water Conservation Plan.

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Exhibit B

Water Conservation Plan Goals Table (TWDB-1964)

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WATER CONSERVATION PLAN 5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: City of Crockett

Water Conservation Plan Year: 2021

	Historic 5yr Average	Baseline	5-yr Goal for year <u>2026</u>	10-yr Goal for year <u>2031</u>
Total GPCD ¹	140	140	133	127
Residential GPCD ²	75	75	69	51
Water Loss (GPCD) ³	38	38	26	14
Water Loss (Percentage) ⁴	27%	27%	20%	11%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

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Exhibit C

Water Conservation Plan Annual Report (TWDB-1966)

To be completed online – 2018 report provided for reference

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Water Conservation Plan Annual Report

Retail Water Supplier

CONTACT INFORMATION

Name of Entity: City of Crockett, Texas

Public Water Supply Identification Number (PWS ID): 1130001

Certificate of Convenience and Necessity (CCN) Number: 10139

Surface Water Rights ID Number: n/a

Wastewater ID Number: WQ0010154001 (North Plant); WQ0010154002 (South Plant)

Check all that apply:



Retail Water Supplier



Wholesale Water Supplier



Wastewater Treatment Utility

Address: 211 E. Shepherd Ave., Ste. 205 City: Lufkin Zip Code: 75901

Email: dhays@ksaeng.com Telephone Number: 936.637.6061

Regional Water Planning Group: I [Map](#)

Groundwater Conservation District: n/a [Map](#)

Form Completed By: _____ Title: Project Mangager

Date: 7/16/2021

Reporting Period (calendar year):

Period Begin (mm/yyyy) _____

Period End (mm/yyyy) _____

Check all of the following that apply to your entity:



Receive financial assistance of \$500,000 or more from TWDB



Have 3,300 or more retail connections



Have a water right with TCEQ

SYSTEM DATA

Retail Customer Categories*

- Residential Single Family
- Residential Multi-family
- Industrial
- Commercial
- Institutional
- Agricultural

**Recommended Customer Categories for classifying your customer water use. For definitions, refer to [Guidance and Methodology on Water Conservation and Water Use](#).*

1. For this reporting period, select the category(s) used to classify customer water use:

- | | |
|--|--|
| ☐ Residential Single Family | ☐ Commercial |
| ☐ Residential Multi-family | ☐ Institutional |
| ☐ Industrial | ☐ Agricultural |

2. For this reporting period, enter the number of connections for and the gallons of **metered retail water** used by each category. If the Customer Category does not apply, enter zero or leave blank. These numbers should be the same as those reported on the Water Use Survey.

Retail Customer Category	Number of Connections	Gallons Metered
Residential Single Family		
Residential Multi-family		
Institutional		
Commercial		
Industrial		
Agricultural		
Total Retail Water Metered¹	0	0

1. Residential + Industrial + Commercial + Institutional + Agricultural = Total Retail Water Metered

Water Use Accounting

	Total Gallons During the Reporting Period
/20000 SôúŠR Lyl ±2fzYŠ: The volume of treated water input to the distribution system from own production facilities. <i>Same as Line 13b of ÚKŠ Water Loss Audit.</i>	
/20000 SôúŠR Treated Purchased Water ±2fzYŠ: The amount of treated purchased wholesale water transferred into the utility's distribution system from other water suppliers system. <i>Same as Line 14b of the ² I-úŠW [2ăă Audit.</i>	
/20000 SôúŠR ŠI-úŠR Wholesale Water {I-fŠă ±2fzYŠ: The amount of treated wholesale water transferred out of the utility's distribution system, although it may be in the system for a brief time for conveyance reasons. <i>Same as Line 15b of the Water Loss Audit.</i>	
Total System Input Volume: This is the sum of the corrected input volume plus corrected treated purchased water volume minus corrected treated wholesale water sales volume. <i>Same as Line 16 of the Water Loss Audit.</i>	0 Produced + Imported – Exported = System Input
Billed Metered: All retail water sold and metered. <i>Same as Line 17 of the Water Loss Audit (Calculated from values entered on Page 2).</i>	0
Other Authorized Consumption: Water that is authorized for other uses such as back flushing, line flushing, storage tank cleaning, fire department use, municipal government offices or municipal golf courses/parks. This water may be metered or unmetered. <i>Same as the total of Lines 18, 19, and 20 of the water loss audit.</i>	
Total Authorized /2yădzYLÚŭ2y: All water that has been authorized for use. <i>Same as Line 21 of Water Loss Audit</i>	0 Total Billed and Metered Retail Water + Other Authorized Consumption = Total Authorized Use
Č2ŭl-f Apparent Losses: Water that has been consumed but not properly measured or billed (losses due to customer meter inaccuracy, systematic data handling discrepancy and/or unauthorized consumption such as theft). <i>Same as Line 27 of the Water Loss Audit.</i>	
Č2ŭl-f Real Losses: Physical losses from the distribution system prior to reaching the customer destination (losses due to reported breaks and leaks, physical losses from system or mains and/or storage overflow). <i>Same as line 30 of the water loss audit.</i>	

	0
Total Water Loss	Apparent + Real = Total Water Loss

Targets and Goals

Provide the **specific and quantified five and ten-year targets** as listed in your current Water Conservation Plan. Target dates and numbers should match your current Water Conservation Plan.

Achieve Date	Target for Total GPCD	Target for Residential GPCD	Target for Water Loss (expressed in GPCD)	Target for Water Loss Percentage (expressed in percentage)
Five-year target date: <u>2026</u>	133	69	26	20%
Ten-year target date: <u>2031</u>	127	51	14	11%

Gallons per Capita per Day (GPCD) and Water Loss

Provide current GPCD and water loss totals. To see if you are making progress towards your stated goals, compare these totals to the above targets and goals. Provide the population and residential water use of your service area.

Total System Input in Gallons	Permanent Population ¹	Total GPCD
0 Water Produced + Wholesale Imported - Wholesale Exported		140 (System Input ÷ Permanent Population) ÷ 365

1. Permanent Population is the total permanent population of the service area, including single family, multi-family, and group quarter populations.

Residential Use in Gallons (Single Family + Multi-family)	Residential Population ²	Residential GPCD
0		(Residential Use ÷ Residential Population) ÷ 365

2. Residential Population is the total residential population of the service area, including only single family and multi-family populations.

Total Water Loss in Gallons	Permanent Population	Water Loss	
		GPCD ³	Percent ⁴
0 Apparent + Real = Total Water Loss			

3. (Total Water Loss ÷ Permanent Population) ÷ 365 = Water Loss GPCD
 4. (Total Water Loss ÷ Total System Input) x 100 = Water Loss Percentage

Water Conservation Programs and Activities

As you complete this section, review your utility's water conservation plan to see if you are making progress towards meeting your stated goals.

1. What year did your entity adopt or revise the most recent Water Conservation Plan? 2021
2. Does the Plan incorporate [Best Management Practices](#)? ☒ Yes ☐ No
3. Using the table below, select the types of Best Management Practices or water conservation and reuse strategies actively administered during this reporting period and estimate the savings incurred in implementing water conservation and reuse activities and programs. Leave fields blank if unknown. **Please separate reuse volumes from gallons saved.**

Methods and techniques for determining gallons saved are unique to each utility as they conduct internal effective cost analyses and long-term financial planning. Texas Best Management Practices can be found at TWDB's Water Conservation Best Management Practices [webpage](#). The [Alliance for Water Efficiency Water Conservation Tracking Tool](#) may offer guidance on determining and calculating savings for individual BMPs.

Best Management Practice	Check if Implemented	Estimated Gallons Saved	Estimated Gallons Reused
Conservation Analysis and Planning			
Conservation Coordinator	☐		
Cost Effective Analysis	☐		
Water Survey for Single Family and Multi-family Customers	☐		
Financial			
Wholesale Agency Assistance Programs	☐		
Water Conservation Pricing	☐		
System Operations			
Metering New Connections and Retrofitting Existing Connections	☐		
System Water Audit and Loss Control	☐		
Landscaping			
Landscape Irrigation Conservation and Incentives	☐		
Athletic Fields Conservation	☐		
Golf Course Conservation	☐		
Park Conservation	☐		
Residential Landscape Irrigation Evaluation	☐		
Education and Public Awareness			
School Education	☐		
Public Information	☐		
Small Utility Outreach and Education	☐		
Partnerships with Nonprofit Organizations	☐		
Rebate, Retrofit, and Incentive Programs			
Conservation Programs for ICI Accounts	☐		

Residential Clothes Washer Incentive Program	☐		
Water Wise Landscape Design and Conversion Programs	☐		
Showerhead, Aerator, and Toilet Flapper Retrofit	☐		
Residential Toilet Replacement Programs	☐		
ICI Incentive Programs	☐		
Conservation Technology & Reuse			
New Construction Graywater	☐		
Rainwater Harvesting and Condensate Reuse	☐		
Reuse for On-site Irrigation	☐		
Reuse for Plant Washdown	☐		
Reuse for Chlorination/Dechlorination	☐		
Reuse for Industry	☐		
Reuse for Agriculture	☐		
Regulatory and Enforcement			
Prohibition on Wasting Water	☐		
Other, please describe:			
Total Volumes		0	0

4. For this reporting period, estimate the savings from water conservation activities and programs.

Gallons Saved/Conserved	Gallons Recycled/Reused	Total Volume of Water Saved ⁵	Dollar Value of Water Saved ⁶
0	0	0	

5. Estimated Gallons Saved/Conserved + Estimated Gallons Recycled/Reused = Total Volume Saved

6. Estimate this value by taking into account water savings, the cost of treatment or purchase of water, and deferred capital costs due to conservation.

Comments or Explanations Regarding Data Entered in Sections Above

6. During this reporting period, did your rates or rate structure change? ☐ Yes ☒ No

Select the type of rate pricing structures used. Check all that apply.

☐ Uniform Rates	☐ Water Budget Based Rates	☐ Surcharge - seasonal
☐ Flat Rates	☐ Excess Use Rates	☐ Surcharge - drought
☐ Inclining/Inverted Block Rates	☐ Drought Demand Rates	☐ Other, please describe:
☐ Declining Block Rates	☐ Tailored Rates	
☐ Seasonal Rates	☐ Surcharge - usage demand	

7. For this reporting period, select the public awareness or educational activities used.

	Implemented	Number/Unit
<i>Example: Brochures Distributed</i>	√	10,000/year
<i>Example: Educational School Programs</i>	√	50 students/month
Brochures Distributed	☐	_____
Messages Provided on Utility Bills	☐	_____
Press Releases	☐	_____
TV Public Service Announcements	☐	_____
Radio Public Service Announcements	☐	_____
Educational School Programs	☐	_____
Displays, Exhibits, and Presentations	☐	_____
Community Events	☐	_____
Social Media campaigns	☐	_____
Facility Tours	☐	_____
Other :	☐	_____

Leak Detection and Water Loss

1. During this reporting period, how many leaks were repaired in the system or at service connections? _____

Select the main cause(s) of water loss in your system.

- ☐ Leaks and breaks
☐ Un-metered utility or city uses
☐ Master meter problems
☐ Customer meter problems
☐ Record and data problems
☐ Other: _____
☐ Other: _____

2. For this reporting period, provide the following information regarding meter repair:

Type of Meter	Total Number	Total Tested	Total Repaired	Total Replaced
Production Meters				
Meters larger than 1 ½"				
Meters 1 ½ or smaller				

3. Does your system have automated meter reading? ☒ Yes ☐ No

Program Effectiveness and Drought

1. In your opinion, how would you rank the effectiveness of your conservation activities?

Customer Classification	Less Than Effective	Somewhat Effective	Highly Effective	Does Not Apply
Residential Customers	☐	☐	☐	☒
Industrial Customers	☐	☐	☐	☒
Institutional Customers	☐	☐	☐	☒
Commercial Customers	☐	☐	☐	☒
Agricultural Customers	☐	☐	☐	☒

2. During the reporting period, did you implement your Drought Contingency Plan?

☒ Yes ☐ No

If yes, how many days were water use restrictions in effect? _____

If yes, check the reason(s) for implementing your Drought Contingency Plan.

- | | |
|--|--|
| ☐ Water Supply Shortage | ☐ Equipment Failure |
| ☐ High Seasonal Demand | ☐ Impaired Infrastructure |
| ☐ Capacity Issues | ☐ Other: |

3. Select the areas for which you would like to receive more technical assistance:

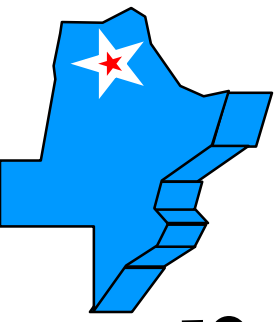
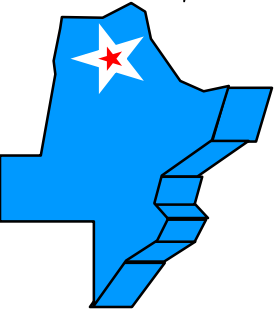
- | | |
|---|--|
| ☐ Best Management Practices | ☐ Educational Resources |
| ☐ Drought Contingency Plans | ☐ Water Conservation Annual Reports |
| ☐ Landscape Irrigation | ☐ Water Conservation Plans |
| ☐ Leak Detection and Equipment | ☐ Water IQ: Know Your Water |
| ☐ Rainwater Harvesting | ☐ Water Loss Audits |
| ☐ Rate Structures | ☐ Recycling and Reuse |

SUBMIT

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Exhibit D
Water Rate Structure

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WATER AND SEWER RATES

Effective Oct. 1, 2017

WATER	
RESIDENTIAL \$24.67 – BASE WATER RATE \$0.489 – PER 100 GALLONS	COMMERCIAL \$34.71 – BASE WATER RATE \$0.489 – PER 100 GALLONS
WATER OUTSIDE CITY LIMITS (2xCITY) \$49.34 – BASE WATER RATE \$0.978 – PER 100 GALLONS	BULK WATER \$400.00 – MONTHLY SERVICE CHARGE \$1.90 – PER 100 GALLONS
SEWER \$ 3.80 METER FEE / SSO COMPLIANCE	
RESIDENTIAL \$24.67 – BASE SEWER RATE \$0.242 – PER 100 GALLONS	COMMERCIAL \$34.71 – BASE SEWER RATE \$0.242 – PER 100 GALLONS

Item 9.

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Exhibit E

Plan Adoption Ordinance

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS ADOPTING A WATER CONSERVATION AND EMERGENCY WATER DEMAND MANAGEMENT PLAN TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR FILING; PROVIDING FOR PUBLICATION BY CAPTION AND; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crockett, Texas recognizes that the amount of water available to its citizens and customers is limited; and

WHEREAS, the City recognizes that drought, system failure and other acts of God may occur and that the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the City desires to conserve water resources and prepare for drought; and

WHEREAS, the City desires to comply with Section 11.1271 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality which require these plans for all public water supply systems; and

WHEREAS, the City desires to comply with the rules of the Texas Water Development Board should it decide to avail itself of various financial assistance programs found in Title 31, Texas Administrative Code Chapter 363; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code and in the best interests of its citizens, the City is authorized to adopt Ordinances it deems are necessary and expedient to preserve and conserve its water resources and to prepare for drought;

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

SECTION 1.

That the City Council does hereby find and declare that sufficient and timely written notice of place and subject matter of this meeting adopting this Ordinance was posted. The City Council further ratifies, approves and confirms such written notice and the posting thereof.

SECTION 2.

That the City Council adopts the Water Conservation & Drought Contingency Plans attached to this ordinance. That this ordinance shall be cumulative of all other ordinances of the City of Crockett and shall not repeal any of the provisions of such ordinances, except as specified herein, and except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 3.

That all rights or remedies of the City of Crockett, Texas, are expressly saved as to any and all violations of the City Code, or any amendments thereto that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 4.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidance, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

That the City Manager, or his designee, is hereby directed to file a copy of the Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code and with Texas Water Development Board in accordance with Title 31, Chapter 363 of the Texas Administrative Code.

SECTION 6.

That the City Secretary of the City of Crockett, Texas is hereby directed to publish the caption summarizing the purpose of this ordinance for two (2) days in the official newspaper of the City of Crockett, Texas.

SECTION 7.

This ordinance shall take effect after adoption and publication as required by law.

Passed and Approved by the City council on this _____ day of _____, 2021.

Dr. Ianthia Fisher, Mayor

Attest:

Mitzi Stefka, City Secretary

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Appendix A

TECQ Water Conservation Plan Rules (30 TAC 288.2)

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Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.2	Water Conservation Plans for Municipal Uses by Public Water Suppliers

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

- (i) residential;
 - (I) single family;
 - (II) multi-family;
- (ii) commercial;
- (iii) institutional;
- (iv) industrial;
- (v) agricultural; and,
- (vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next

revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

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Appendix B

TECQ Drought Contingency Plan Rules (30 TAC 288.20)

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Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER B	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

- (i) reduction in available water supply up to a repeat of the drought of record;
- (ii) water production or distribution system limitations;
- (iii) supply source contamination; or
- (iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

- (i) curtailment of non-essential water uses; and
- (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

ORDINANCE NO. O-03C-22

AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS ADOPTING A WATER CONSERVATION AND EMERGENCY WATER DEMAND MANAGEMENT PLAN TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR FILING; PROVIDING FOR PUBLICATION BY CAPTION AND; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crockett, Texas recognizes that the amount of water available to its citizens and customers is limited; and

WHEREAS, the City recognizes that drought, system failure and other acts of God may occur and that the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the City desires to conserve water resources and prepare for drought; and

WHEREAS, the City desires to comply with Section 11.1271 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality which require these plans for all public water supply systems; and

WHEREAS, the City desires to comply with the rules of the Texas Water Development Board should it decide to avail itself of various financial assistance programs found in Title 31, Texas Administrative Code Chapter 363; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code and in the best interests of its citizens, the City is authorized to adopt Ordinances it deems are necessary and expedient to preserve and conserve its water resources and to prepare for drought;

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

SECTION 1.

That the City Council does hereby find and declare that sufficient and timely written notice of place and subject matter of this meeting adopting this Ordinance was posted. The City Council further ratifies, approves and confirms such written notice and the posting thereof.

SECTION 2.

That the City Council adopts the Water Conservation & Drought Contingency Plans attached to this ordinance. That this ordinance shall be cumulative of all other ordinances of the City of Crockett and shall not repeal any of the provisions of such ordinances, except as specified herein, and except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 3.

That all rights or remedies of the City of Crockett, Texas, are expressly saved as to any and all violations of the City Code, or any amendments thereto that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 4.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidance, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

That the City Manager, or his designee, is hereby directed to file a copy of the Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code and with Texas Water Development Board in accordance with Title 31, Chapter 363 of the Texas Administrative Code.

SECTION 6.

That the City Secretary of the City of Crockett, Texas is hereby directed to publish the caption summarizing the purpose of this ordinance for two (2) days in the official newspaper of the City of Crockett, Texas.

SECTION 7.

This ordinance shall take effect after adoption and publication as required by law.

Passed and Approved by the City council on this _____ day of _____, 2021.

Dr. Ianthia Fisher, Mayor

Attest:

Mitzi Stefka, City Secretary

RESOLUTION NO. R-03E-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS APPOINTING THE ELECTION OFFICIALS FOR THE MAY 7, 2022 GENERAL ELECTION, SETTING THE RATE OF PAY FOR THE ELECTION OFFICIALS, THE MAXIMUM NUMBER OF ELECTION CLERKS FOR THE POLLING PLACE AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD

WHEREAS, on February 7, 2022 the City Council of the City of Crockett, Houston County, Texas ordered an election to be held on Saturday, May 7, 2022, for the purpose of electing three (3) members of the City Council, being Precincts 3, 4 and 5.

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

Section 1. The Election Judges to serve at the polling place of such election shall be and are hereby appointed as follows:

Precinct #3: Crockett High School – Cancelled – Unopposed Candidate

Precinct #4: Crockett Administration Building – Cancelled – Unopposed Candidate

Precinct #5: Crockett Sr. Citizen Center

Election Judge:	Bill Holcomb, 1001 E. Goliad, Crockett, TX
Alternate Judge:	Lael Lewis, 302 N. 7 th Street, Crockett, TX

Section 2. In accordance with Section 32.091 of the Texas Election Code, the judges will be paid \$18 per hour and the clerks shall be paid at the rate of \$16 per hour and the election judge shall receive an additional \$25 for delivery of the returns of the election.

Section 3. There shall be a maximum of three clerks at each polling place, which includes one alternate judge.

Section 4. In accordance with Section 87.002 of the Texas Election Code, Jim Tom Ainsworth, Barbara Minton and clerk shall serve as the Early Voting Board to count the ballots received in early voting at City Hall, 200 North 5th Street.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS, ON THIS THE 21st DAY OF MARCH 2022.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

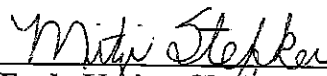
CITY OF CROCKETT**DESIGNATION OF DEPUTY EARLY VOTING CLERK**

I, Mitzi Stefka, the early voting clerk for the May 7, 2022 Election conducted by the City of Crockett, do hereby designate the following persons as deputy early voting clerks for the above-named Election. The named persons are hereby authorized to perform any duties which are assigned by me in the performance of conducting early voting.

Names of Deputy Early Voting Clerks:

Selena Eleby

John Angerstein



Early Voting Clerk Signature

Crockett, Texas

to: John Angerstein, City of Crockett
address: Crockett, Texas
re: Buy Board Contract 597-19
date: Feb 10, 2022



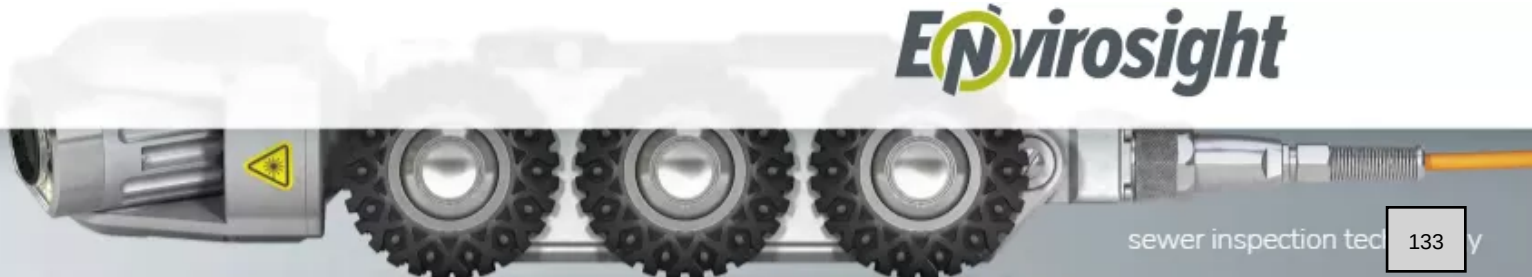
The Value of Insight

The only thing standing between you and a sewer failure is insight. For more than 15 years, EnviroSight has been perfecting technologies that capture critical insight about pipe condition. Customers across North America depend on this insight to maintain their infrastructure.

Understanding pipe condition demands insight that is detailed, comprehensive and current. EnviroSight makes it possible with equipment that is:

- **Reliable**, so your inspection crew can maximize their productivity and minimize unplanned costs and downtime
- **Designed for safety**, helping you avoid confined space entry, reducing your traffic exposure, and wieldy enough to help you avoid strain and injury.
- **Agile**, so you can overcome obstacles and gather data from deep inside pipes.
- **Precise**, so you can better document, measure, understand and explain pipe condition.

EnviroSight delivers these advanced capabilities through the industry's largest network of sales partners, each offering personalized training, support and service at a regional level.

The EnviroSight logo, featuring the word "EnviroSight" in a bold, sans-serif font. The "E" is stylized with a green and yellow circular graphic element.

Meet Envirosight

Envirosight focuses exclusively on technologies to assess pipe condition.

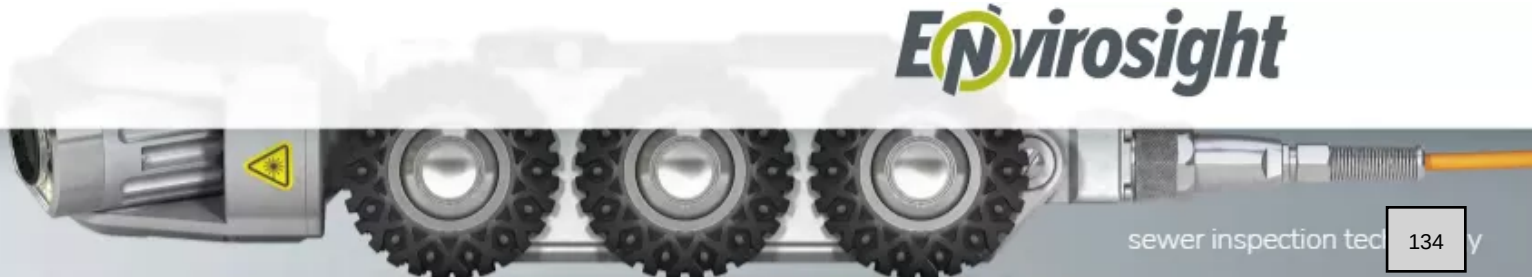
We've redefined expectations for pipe inspection crawlers by offering the first steerable six-wheel-drive design, the first fully modular setup that adapts to pipe conditions, and the first digital system to support onboard reporting, online feature updates and cloud-based data sharing.

We've also pioneered entirely new technologies, like zoom inspection and HD video nozzles. These help users gain a comprehensive understanding of pipe



condition with less time and effort, and integrate seamlessly with existing processes.

And we've developed innovative workflows, such as the Phased Assessment Strategy for Sewers (PASS), that help municipalities get more out of their inspection programs.

The logo for Envirosight, featuring the word "Envirosight" in a bold, sans-serif font. The letter "N" is stylized with a green circular graphic element around it.

Meet Green Equipment

As EnviroSight's exclusive sales partner in Texas, Green Equipment stands ready to deliver on-site support and factory-authorized service. The sales and service personnel at Green Equipment have undergone extensive training, making them your on-call experts for anything related to pipe infrastructure inspection. Additionally, Green Equipment is an EnviroSight-certified service facility, stocking a broad inventory of service parts and capable of performing the full range of preventative maintenance and repairs.



EnviroSight

Commitment to Support

At Envirosight, we know equipment is only as successful as the team that stands behind it. Our product, service and support specialists deliver industry-leading:



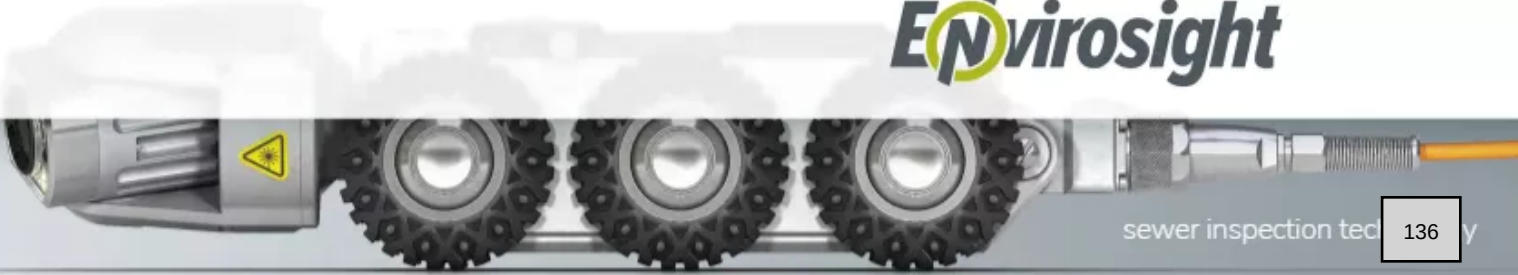
Training: When your personnel are properly trained, your productivity goes up and the risk of injury and equipment damage goes down. You can expect operator and service training—at no charge—when your equipment is delivered, when you hire new operators, and whenever a refresher is needed.



Technical Support: Don't let challenging applications, unfamiliar features and compatibility issues slow you down. Our technical support team is standing by to help you work through whatever challenges arise.



Service: When you need scheduled maintenance or emergency repair, count on our factory-trained technicians to deliver guaranteed workmanship with rapid turnaround.



Envirosight

Solution Overview: ROVVER X

The one crawler system that makes inspecting pipes simple for beginners, while delivering the capability and productivity larger operations demand.

- Steerable 6-wheel drive
- Modular design for versatility
- Auto-updating controls with self-diagnostics
- Lateral launch, side-scan and laser options
- WinCan VX software included

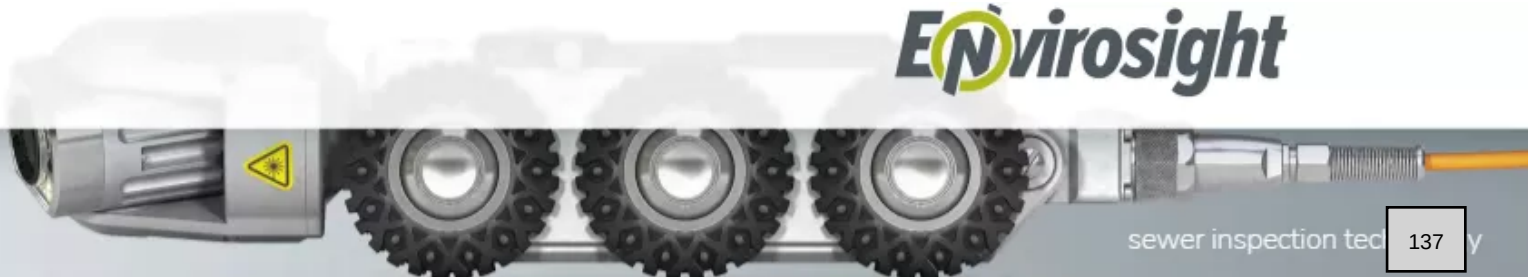


technical details attached



Deliverables & Pricing

Envirosight



qty	part no.	item	amount	Subtotal
1	E -RX-SYS-PORTABLE-21	Rovver X Portable System System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$65,750.00	\$65,750.00
				
1	E-000-0036-00	Tyger Tail 2" for manhole bottom cable RVX Tyger Tail 2" for manhole bottom cable RVX	\$77.00	\$77.00
				
1	E-000-0035-00	Top Manhole Cable Roller for RVX Top Manhole Cable Roller for RVX	\$441.00	\$441.00
				
4	E -080-0709-00	Small Aggressive Wheel QC Quick Change Small Aggressive Wheel D85x18 / d12	\$473.00	\$1,892.00
				



4	E -080-0705-00	Small Grease Wheel QC QuickChange Small Grease Wheel RX130 D85 x 18 / d12	\$286.00	\$1,144.00
				
2	E -080-0711-00	Medium Aggressive Wheel QC Quick Change 8" Medium Aggressive Wheel D120x31 / d12	\$619.00	\$1,238.00
				
4	E-080-0704-02	XL Rubber Wheel QC QuickChange XL Rubber Wheel RX130 D175x78 / d12 (QTY 1)	\$579.00	\$2,316.00
				
2	E -080-0706-00	Medium Grease Wheel QC QuickChange Medium Grease Wheel for RX130 D120 x 31 / d12	\$345.00	\$690.00
				
1		Shipping & Handling **Includes 750.00 Sur charge	\$1,195.00	\$1,195.00
1		TX5 Transmitter for locate kit	\$1,860.00	\$1,860.00



total: **\$76,603.00**



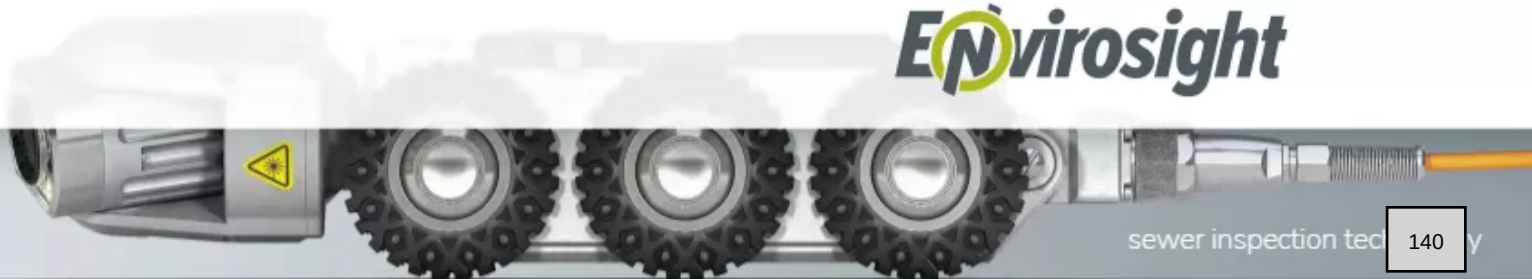
projected delivery: **[projected date]**

FOB: **[FOB]**

terms: **[terms]**

subject to terms and conditions listed on next page

Envirosight



sewer inspection tech

Terms & Conditions

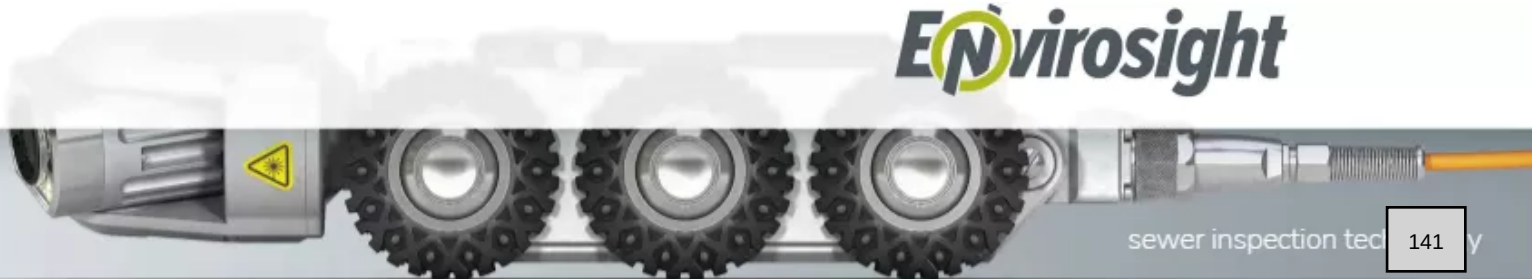
Notes: This proposal may be withdrawn if not accepted within 30 days. All equipment remains the property of the seller until the sum stated herein is paid in full. We propose to furnish labor and material, complete in accordance with the above specifications, and subject to the conditions found in this agreement, for the sum stated herein in accordance with the terms as specified:

Expiration Period:[Expiration Period]

Payment Terms:[Payment Terms]

FOB:[FOB]

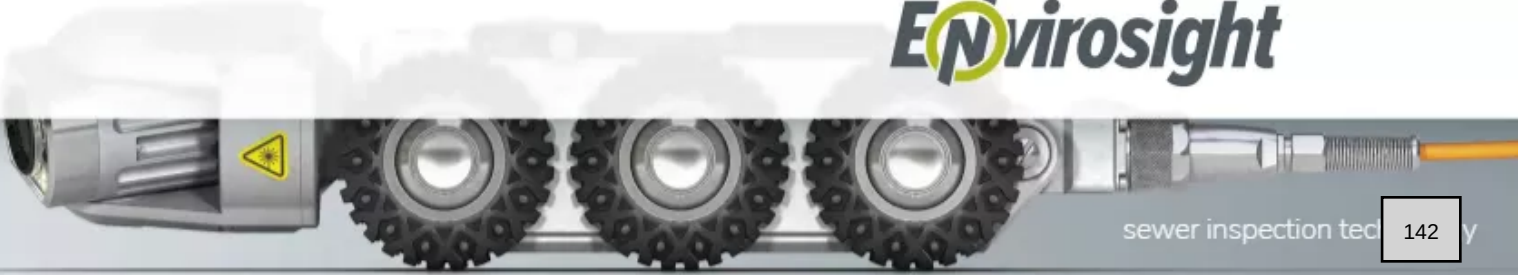
Currency: [Currency]

The logo for Envirosight, featuring the word "Envirosight" in a bold, sans-serif font. The letter "N" is stylized with a green circular graphic element around it.

Warranty

Envirosight LLC (Envirosight) guarantees this product to be free from defects in materials and manufacturing. Envirosight's obligation under this Warranty shall be limited to the repair or exchange of any part or parts thereof which may prove to be defective under normal use and service within one (1) years from the date of original purchase and which our examination, at our facility, shall disclose, to our satisfaction, to be defective. This Warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on our parts, and we neither assume nor authorize any other person to assume for us, any other liability in connection with the sale of Envirosight's equipment. This Warranty shall not apply to any equipment that has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage or other misuse. This Warranty applies only to the original purchaser and cannot be assigned or transferred to any third party without express written consent of Envirosight. The warranty does not apply to expendable items or normal wear and tear or failure due to overheating or radiation exposure. Additionally, Envirosight assumes no responsibility, either expressed or implied, regarding the improper usage of this equipment or interpretation of test data derived from this product. Envirosight's responsibility and obligations, in all cases, are limited strictly to the repair and/or replacement cost as outlined above. This warranty shall be governed by the laws of the State of New Jersey. Note: In the event that the equipment cannot be returned to Envirosight, for whatever reason, the customer agrees to pay for all travel and living expenses incurred to have an Envirosight LLC representative evaluate, assess or affect a field warranty repair.

Envirosight is not responsible for shipping costs. After receiving and evaluating the product, Envirosight's product manager will contact you to discuss the warranty claim.

**Envirosight**

**CITY OF CROCKETT
RESOLUTION NO. R-03D-22**

**A RESOLUTION TO ELECT THE STANDARD ALLOWANCE
AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to non-entitlement units of local government (NEUs).

WHEREAS, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory.

WHEREAS, \$1,582,113.28 has been allocated to the City of Crockett pursuant to the ARPA.

WHEREAS, The Coronavirus State and Local Fiscal Recovery Funds ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, even amid declines in revenue, and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

WHEREAS, In May 2021, the US Department of Treasury (“Treasury”) published the Interim Final Rule describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds.

WHEREAS, on January 6, 2022, Treasury issued the final rule. The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process.

WHEREAS, the final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

WHEREAS, recipients that select the standard allowance may use that amount, in many cases their full award, for government services, with streamlined reporting requirements.

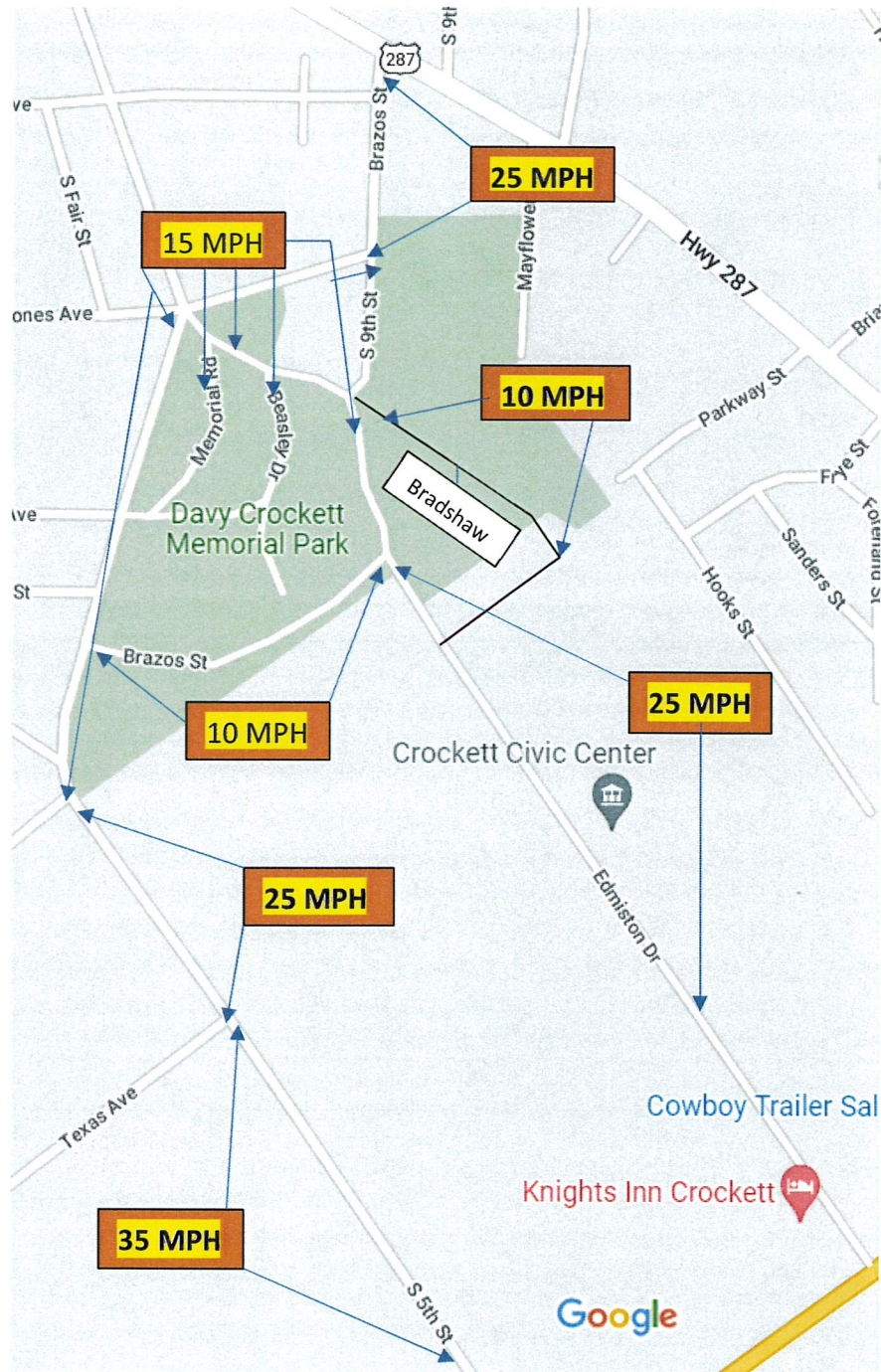
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS, ELECTS THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE AMERICAN RESCUE PLAN ACE IN THE AMOUNT OF \$1,582,113.28 TO BE USED FOR THE GENERAL PROVISION OF GOVERNMENT SERVICES.

Adopted by the City Council of Crockett, Texas this 21st day of March, 2022.

Dr. Ianthia Fisher, Mayor

Attested:

Mitzi Stefka, City Secretary



CITY OF CROCKETT

Draft –Fire Marshal - Draft

Job Description Date: mm/dd/yyyy

FLSA Status: Exempt

Job Summary: The City of Crockett Fire Marshal reports directly to and works closely with the City's Fire Chief. This position is responsible for fire inspections, fire safety and prevention, and arson investigations, which require the position to also be a peace officer who can process arson cases and make arrests as necessary for such offenses.

Work involves responding to fires and conducting investigation of fires involving structural damage (insurance purposes) and that are suspicious in nature (arson and/or fraud), coordinating efforts with the District Attorney when pursuing prosecution for arson related offenses, testifying at meetings, hearings, and trials as needed; inspecting property for compliance with codes and law by making routine field inspections and answering complaints from the public; issuing permits; maintaining data; preparing reports; providing information to the public regarding applicable statutes and regulations; and assisting the police department as needed. Works under minimal supervision, with considerable latitude for the use of initiative and independent judgment.

This position is required to be on-call 24 hours a day, seven days a week except when in an approved leave status.

Essential Functions:

1. Respond to and investigate all fires in the City of Crockett.
2. Investigate origin and cause of every fire occurring within the city limits and pursue the arrest and prosecution of suspected arsonists.
3. Retain a 24 hour on-call status for all fire investigations, Hazmat response, and major disasters.
4. Perform annual and/or biannual life-safety and fire-prevention inspections in all commercial buildings and state licensed facilities inside the City of Crockett.
5. Perform foster home / licensed child care facility inspections.
6. Inspect and Issue burn permits in the City of Crockett.
7. Inspect and regulate firework shows inside the City of Crockett.
8. Administer fire suppression operations in the unincorporated areas in Houston County, as contracted by the City of Crockett Fire Department.
9. Respond as needed with Houston County Fire Marshal's Office for mutual aid for fire investigation operations.
10. Conduct plan reviews for residential subdivisions, site developments, new construction, fire protection system.
11. Coordinating fire prevention and public education programs.
12. Maintain records of fires within the city.
13. Assist in Law Enforcement activities as requested.

CITY OF CROCKETT

Draft –Fire Marshal - Draft

14. Performs a variety of related duties not listed, to be determined and assigned as needed.
15. Performs all duties in compliance with safety policies, procedures, and guidelines; reports safety hazards and corrects hazards when possible.
16. Works cooperatively with others, maintains a professional and courteous demeanor while providing customer service, and demonstrates respect for co-workers and work-related contacts, including those with ethnic, gender, racial, and socioeconomic differences.
17. Regularly attends work in a predictable manner, as scheduled and on an as-needed basis, in accordance with city attendance and leave policies.

Knowledge, Skills and Abilities:

1. Knowledge of firefighting tactics and strategy,
2. Knowledge of fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire investigation.
3. Knowledge of modern fire loss and fire prevention principles, methods, and practices
4. Knowledge of applicable federal, state, and local laws, codes, and regulations.
5. Knowledge of office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
6. Knowledge of or ability to gain knowledge of geography and street layout of the City and surrounding area.
7. Skill in collecting, analyzing, and evaluating data and preparing and delivering clear and concise administrative/investigative reports and presentations.
8. Skill in interpreting and applying federal, state and local policies, laws and regulations.
9. Skill in communicating clearly and concisely, both orally and in writing, and making clear oral presentations of facts, including in public forums.
10. Skill in meeting and dealing tactfully and effectively with the public in various situations.
11. Skill to establish rapport and build credibility with a wide array of internal and external stakeholders.
12. Skill to demonstrate being fair and impartial in professional dealings and an awareness and appreciation of the cultural diversity of the community.
13. Ability to react quickly and calmly in all types of emergency situations.
14. Ability to seek out relevant data and analyze complex information to determine the important elements of a problem situation.
15. Ability to maintain confidentiality.
16. Ability to understand and carry out oral and written instructions, and work independently as required.
17. Ability to understand and follow policies, procedures, and regulations.
18. Ability to receive and respond positively to constructive feedback.

CITY OF CROCKETT

Draft –Fire Marshal - Draft

19. Ability to recognize when decisions need to be made, process information logically, make decisions, and demonstrate the soundness of those decisions.
20. Ability to prioritize and manage multiple tasks; plan, organize, and coordinate work assignments; and meet deadlines.
21. Ability to remain alert, observant, and physically able to respond appropriately to work situations or emergencies.
22. Ability to work flexible hours, including holidays and weekends as needed.
23. Ability to promote ethical leadership, excellent performance, confidentiality, a positive working environment, and professional development.
24. Ability to plan, assign, and/or supervise the work of others as needed.

Work Environment

Work is performed primarily in an office environment, but requires quickly responding to fire alarms, fire inspections and emergency situations including after regular working hours and on weekends and holidays. Moderate exposure to dust, temperature, noise, and inclement weather, with occasional exposure to hazardous work conditions; some exposure to irritating chemicals. Some tasks involve the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pounds) items under extreme heat and cold conditions and in inclement weather.

Physical and Mental Characteristics

The following physical & mental characteristics are representative of those considered necessary for an employee to successfully perform the various duties of this job. Reasonable accommodations will be made as needed to enable individuals with disabilities to perform essential job functions.

Analyzing	Operating motor equipment
Communicating effectively	Pulling
Feeling and grasping	Reaching above shoulder
Hearing (with or without aid)	Repeated bending
Heavy lifting and carrying, 45 lbs. & over	Seeing, with depth perception
Identifying colors	Walking, standing, twisting, and kneeling

Required Education and Experience

High school diploma or GED. Valid Texas Driver License. Fire Inspector and Basic Fire and Arson Investigator Certificates from Texas Commission on Fire Protection. Basic Peace Officers Certificate from Texas Commission on Law Enforcement. Five (5) years of experience in fire prevention, inspection, and investigation.

Preferred Education and Experience

Associate degree in Applied Sciences – Fire Protection Technology, or related degree.

CITY OF CROCKETT

Draft –Fire Marshal - Draft

This job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required of the employee. Duties, responsibilities and activities may change or be assigned as needed. Responsibilities requiring additional qualifications/certifications will be reflected in an updated job description.

The position of Fire Marshal is appointed by the City Council after being nominated by the Mayor and City Administrator, upon recommendation of the Fire Chief. The City Council may remove the Fire Marshal upon request of the Fire Chief, or on its own motion.

The Fire Marshal may hold outside employment if approved by the Fire Chief. Outside employment that constitutes a conflict of interest is prohibited.

Employee:

I acknowledge that I have received a copy of this job description. I understand that performance appraisals will be based on my performance of the position's essential job functions.

Supervisor:

Printed Name

Printed Name

Signature

Date

Signature

Date