
AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, June 12, 2023, at 6:00 p.m. in the Daingerfield Volunteer Fire Department located at 823 W.W.M. Watson Blvd. The order of business will be as follows:

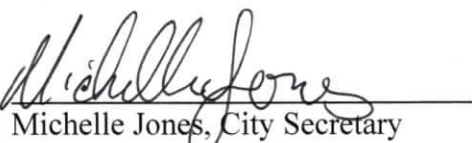
1. **Call Meeting to Order.**
2. **Invocation, Pledge of Allegiance and Texas Pledge.**
3. **Public Comments.**
4. **Consent Agenda**
All Consent items are considered to be routine and will be enacted by one motion and vote.
 - A. Deliberate and Act to Approve Minutes of May 8, 2023, and May 15, 2023
 - B. Deliberate and Act to Appoint Representative to Northeast Texas Municipal Water District
 - C. Deliberate and Act to Approve Renewal of the Total Phosphorus Load Agreement with Northeast Texas Municipal Water District
5. **Presentation:**
Informational report only, no action to be taken:
 - A. Presentation of the Audit for Fiscal Year 2020-2021 by Mike Ward, C.P.A
6. **Business**
Discuss, Consider, and Possibly Take Action Regarding:
 - A. Deliberate and Appoint a Councilmember to the Ark-Tex Council of Governments.
 - B. Deliberate and Possibly Act to approve Resolution Authorizing the City Manager to apply for Funding assistance through the Transportation Alternative Set-Aside (TA)Program
 - C. Deliberate and Possibly Act to Approve the City Manager to sale the tow trailer and to invest that money into a dump trailer.
 - D. Hear, Discuss, Review and Possibly Take Action on Request from Daingerfield Economic Development Corporation to approve a Sales Tax Initiative be placed on the Ballot.
7. **Monthly Departmental Reports:** *Informational reports only; no action to be taken:*
 - A. Animal Shelter, Code Enforcement, Electrical, EMS, Fire, Library, Municipal court, Police, Public Works
 - B. Financial
 - C. City Manager
8. **Adjournment.**

Note: The City of Daingerfield reserves the right to conduct closed meetings on any agenda item in accordance with §551.071 -- §551.076 of the Government Code.



Wade Kerley, Mayor

I, Michelle Jones, certify that the above notice of meeting was posted in a public place before 4:30 p.m. on Friday, June 9, 2023.



Michelle Jones, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES

June 12, 2023

2. Invocation, Pledge of Allegiance and Texas Pledge.

- 3. Public Comments.:** *At this time, anyone will be allowed to speak on any matter other than personnel matters and matters under litigation, for length of time not to 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 the law.*

If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) a statement of specific factual information given in response to the inquiry; or
- (2) a recitation of existing policy in response to the inquiry.

4. Consent Agenda

All consent items are considered to be routine and will be enacted by one motion and vote

- A. Deliberate and Act to Approve Minutes of May 8, 2023 and May 15, 2023:** Drafts of the minutes are on pages 5 through 8 of your packets.
- B. Deliberate and Act to Appoint Representative to Northeast Texas Municipal Water District:** Northeast Texas Municipal Water District letter is on page 9. Stan Wyatt has served as our representative since July 1998. Mr. Wyatt has enjoyed his tenure and wishes to be reappointed for another two-year term effective June 2023.
- C. Deliberate and Act to Approve Renewal of the Total Phosphorus Load Agreement with Northeast Texas Municipal Water District:** Letter and agreement on pages 10 through 22.

5. Presentation:

Informational report only, no action to be taken.

- A. Presentation of the Audit for Fiscal Year 2020-2021 by Mike Ward, C.P.A:** Mr. Ward will present the audit for FY 2021-2022 and answer any questions you may have.

6. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. Deliberate and Appoint a Councilmember to the Ark-Tex Council of Governments:** Councilmember Grissett was the appointed member and needs to be replaced. ATCOG Board Bylaws are on pages 23 through 29, membership and representation are explained on Pages 2 -3, ARTICLE III, and ARTICLE IV; and the Resolution is on page 30.
- B. Deliberate and Possibly Act to approve Resolution Authorizing the City Manager to apply for Funding assistance through the Transportation Alternative Set-Aside (TA)Program:** Resolution is on page 31.
- C. Deliberate and Possibly Act to Approve the City Manager to sale the tow trailer and to invest that money into a dump trailer.** City Manager will answer questions on this item.
- D. Hear, Discuss, Review and Possibly Take Action on Request from Daingerfield Economic Development Corporation to approve a Sales Tax Initiative be placed on the Ballot:** Minutes from the EDC May 31, 2023, meeting on pages 32 and 33. Item 5 is the action before the council. Cover Letter and Proposed Budget are on pages 34 through 36.

7. **Monthly Departmental Reports: *Informational reports only; no action to be taken:***
- A. **Animal Shelter, Code Enforcement, Electrical, EMS, Fire, Library, Municipal court, Police, Public Works:** Monthly Reports are on pages 37 through 48.
 - B. **Financial:** Located on pages 49 through 55
 - C. **City Manager:** Keith's notes are on page 4.

8. **Adjournment**



City Manager Report
June 12, 2023

Received letter in reference to the Mitigation Grant that was applied for through FEMA from TCEQ stating that the plans for the generator project for the water system has been approved and now waiting to be funded.

Engineer has completed the plans for the drainage work to be done on Nix Street. The work will be done by the contractor that is doing the street project.

2023 Transportation Alternatives (TA) Preliminary Application has been completed and submitted.

Made aware by the Engineer that both the Wastewater and Water Project plans are being reviewed by TWDB.

Have been made aware that NETMWD will be raising water rates. Will not know what increase will be until after June 26th.

Keith Whitfield
City Manager
City of Daingerfield, Texas

MINUTES OF REGULAR MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
May 8, 2023

City Council Present: Mayor Wade Kerley Councilmembers Bob Thorne , Jessie Ayers and Vicki Smith

Absent: Councilmembers Mike Carter and Duane Grissett

City Staff Present: City Manager Keith Whitfield, City Secretary Michelle Jones, Police Chief Tracey Climer, Melinda Precise-Water Billing

Others: Toni Walker-The Steel Country Bee, Judi Howell-EDC, Beverly Austin -EDC, Ben Ramirez, David Hood, Angie Ayers. Lesia Lewis-DLSISD Sharan West, Charlene Thorne, Susan Thorne, Susan Kerley, Jeremy Burcher-SPI, Chris Osburn-SPI, Joe Austin

Mayor Kerley called the meeting to order at 6:13p.m.

Mr. Whitfield gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

Public Comments:

No Comments

4. Consent Agenda

All Consent items are considered to be routine and will be enacted by one motion and vote.

A. Deliberate and act to Approve Minutes of April 10, 2023

Motion made by Councilmember Smith to approve the consent agenda items as presented, seconded by Councilmember Ayers and all voted aye.

5. Business

Discuss, Consider, and Possibly Take Action Regarding:

A. **Discuss and Possibly Act to Approve Nomination from Economic Development Corporation to Appoint Walter Bass to the EDC Board of Directors to Replace Kay Stewart.** Motion was made by Councilmember Thorne to Accept the Nomination from the Economic Development Corporation to Appoint Walter Bass to the EDC Board of Directors to Replace Kay Stewart, seconded by Councilmember Ayers and all voted aye.

- B. **Discuss and Possibly Act to Approve Expenses for EDC Director Beverly Austin to go to a leadership training in Bastrop, TX May 11-12.** Motion made by Councilmember Ayers to Approve Expenses for EDC Director Beverly Austin to go to a leadership training in Bastrop, TX May 11-12 seconded by Councilmember Smith, and all voted aye.
- C. **Discuss and Possibly Act to approve City Manager to sign Agreement with Contractor to Complete Schedule 1-4 of the Street Project.** Motion made by Councilmember Thorne to approve City Manager to sign agreement with contractor to complete schedule 1-4 of the Street Project, seconded by Councilmember Smith, and all voted aye.
- D. **Discuss and Possibly Act to Approve Resolution Approving and Authorizing the City Manager to Approve and Authorize Certain Part-Time City Employees to Receive Full City Benefits.** Motion made by Councilmember Thorne to approve Resolution approving and authorizing the City Manager to approve and authorize certain part-time city employees to receive full city benefits with the additional requirement of a minimum of 1040 hours to be worked be added to the resolution, seconded by Councilmember Ayers and all voted aye.

- 6. **Monthly Departmental Reports:** *Informational reports only; no action to be taken:*
 - a. Animal Shelter, Code Enforcement, Electrical, EMS, Fire, Library, Municipal court, Police, Public Works
 - b. Financial
 - c. City Manager

7. Adjournment.

There being no further business before the Council, the meeting was adjourned at 6:47p.m. on motion by Councilmember Thorne seconded by Councilmember Smith and all voted aye.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary

MINUTES OF SPECIAL CALLED MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
MAY 15, 2023

City Council Present: Mayor Wade Kerley; Councilmembers Mike Carter and Vicki Smith,

Absent: Councilmembers Bob Thorne and Duane Grissett, Jessie Ayers

City Staff Present: City Manager Keith Whitfield, City Secretary Michelle Jones, Police Chief Tracey Climer, Finance Director Amanda Sanders,

Visitors: Josh Sanders-Chamber of Commerce, Beverly Austin, Ashley Hood,

Mayor Kerley called the meeting to order at 5:30PM

Public Comments- No Public Comment.

A. Canvass Returns of General and Local Option Election Held May 6, 2023:
City Secretary Michelle Jones presented Mayor Kerley Envelope 1, early voting tally and Envelope 1, election day tally. Mayor Kerley then opened the envelopes, retrieved the returns, and read them aloud as follows:

<u>For Council:</u> <u>(Three to be elected)</u>	<u>Early Voting</u>	<u>Regular Voting</u>	<u>Total</u>
Mike Carter	44	29	73
David Hood	43	41	84
Duane L. Grissett	46	26	72
Ben Ramirez	45	44	89
Marty Walker	21	24	45

Canvass Returns of the Local Option Election for the Legal Sale of Mixed Beverages in Restaurants by Food and Beverage Certificate Holders Only

	<u>Early Voting</u>	<u>Regular Voting</u>	<u>Total</u>
Yes/For	51	53	104
No/Against	31	17	48

Mayor Kerley noted that the figures on the tally sheets corresponded with the figures on the returns and offered the election documents for examination.

B. Resolution 05062023: Declaring the Results of Local Option Election Held in the City of Daingerfield, on May 6, 2023

Motion was made by Councilmember Carter to approve Resolution 05062023 declaring the result of the General and Local Option Election held on May 6, 2023. Seconded by Councilmember Smith and all voted aye.

- C. Administer the Oath of Office and Issuance of Certificates of Election to newly elected Council Members Ben Ramirez, David Hood and Mike Carter:** Newly elected Councilmembers Ben Ramirez, David Hood and Mike Carter were sworn in by City Secretary Michelle Jones.
- D. Newly Elected Council Members Take Their Seat:** No action taken. The newly sworn in council took their seats at the council table to continue the meeting.
- E. Discuss and Take Action for the Council to Elect a Mayor Pro Tem:** Motion made by Councilmember Smith to elect CouncilMember Jessie Ayers as the Mayor Pro Tem, seconded by Councilmember Hood and all voted aye.
- F. Deliberate and Act on Resolution Designating and Authorizing Certain City of Daingerfield Employees and Elected Officials as Authorized Signatories for the Disbursement of City Funds:** Motion made by Councilmember Hood to approve Resolution Designating and Authorizing Certain City of Daingerfield Employees and Elected Officials as Authorized Signatories for the Disbursement of City Funds, seconded by Councilmember Smith and all voted aye.
- G. Discuss and Possibly Act to Appoint A Building Official for the City of Daingerfield:** Motion made by Councilmember Hood to appoint the Chief of Police as the Building Official for the City of Daingerfield, seconded by Councilmember Ramirez and all voted aye.

There being no further business before the Council, the meeting adjourned at 5:45 p.m. on motion by Councilmember Smith seconded by Councilmember Ramirez and all voted aye.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary



NORTHEAST TEXAS MUNICIPAL WATER DISTRICT

May 9, 2023

Board of Directors

George Otstott
President
Jefferson

Jimmy E. Cox
Vice President
Ore City

Jack Salmon
Secretary/Treasurer
Avinger

Patrick Smith
Pittsburg

Stan Wyatt
Daingerfield

Sandra L. Wexler
Lone Star

Robyn Shelton
Hughes Springs

Administration

Wayne Owen
General Manager

Osiris Brantley
Chief Financial Officer

Dominik Sobieraj
Operations Manager

The Honorable Wade Kerley
Mayor, City of Daingerfield
City Hall
101 Linda Drive
Daingerfield, TX 75638

Dear Mayor Kerley:

Northeast Texas Municipal Water District very much appreciates its ongoing relationship with the City of Daingerfield.

Provision of treated drinking water to your city is our highest priority.

The District is governed by a seven-member board of directors who meet monthly to direct the activities of the water District.

The Board is tasked with overseeing the staffing, financial and administrative operation of two water treatment plants and the distribution lines that deliver drinking water to twelve cities located in five east Texas counties. In addition, the District sells untreated water to industries and the Cities of Marshall and Longview. These activities are accomplished in accordance with state law and in compliance with requirements of the Texas Commission on Environmental Quality rules.

Stan Wyatt has represented Lone Star since 1998. He remains an active and engaged member of the Board of Directors and has provided excellent guidance. His current term lapses this month. He may continue to serve in his current capacity until his successor has been appointed by the City of Daingerfield for a term that commences on June 1, 2023. Please provide an appointee from the City of Daingerfield at your earliest convenience.

Wayne Owen
General Manager
Northeast Texas Municipal Water District
wowen@netmwd.org
(903) 639-7538

NETMWD EXECUTIVE OFFICE

4180 FM 250 South

P.O. Box 955, Hughes Springs, Texas 75656

Office: (903) 639-7538 Fax: (903) 639-2208

E-mail: wowen@netmwd.org Website: www.netmwd.com



NORTHEAST TEXAS MUNICIPAL WATER DISTRICT

May 12, 2023

Board of Directors

George Otstott
President
Jefferson

Jimmy E. Cox
Vice President
Ore City

Jack Salmon
Secretary/Treasurer
Avinger

Patrick Smith
Pittsburg

Stan Wyatt
Daingerfield

Sandra L. Wexler
Lone Star

Robyn Shelton
Hughes Springs

Administration

Wayne Owen
General Manager

Osiris Brantley
Chief Financial Officer

Dominik Sobieraj
Operations Manager

Re: Renewal of the Total Phosphorus Load Agreement

Greetings,

Please find enclosed a copy of the Total Phosphorus Load Agreement (TPLA) renewal for your signature.

This agreement was originally entered into in 2013 for a 10-year term with the option to renew for another 10 years upon written agreement by all parties.

The TPLA was necessary due to excessive phosphorus entering Lake O the Pines (LOP) and causing a reduction in the Dissolved Oxygen levels. This led to an impairment that necessitated a reduction in phosphorus of 56% by all contributors which meant all Wastewater Treatment Plants in the LOP watershed would have to take steps and install expensive infrastructure to reduce phosphorus. The TPLA agreement was developed as a way for one entity, Pilgrims Pride, to undertake the improvements necessary to remove most of the phosphorus required to meet the 56% goal. The other entities agreed to reduce their loading based on this agreement. Pilgrims would be the only entity with an official permit limit for phosphorus, the others would have a footnote on their permits stipulating that they abide by this agreement. If any entity was unable to reduce phosphorus to the agreed limit, they would be required to pay for the cost of the overage to NETMWD and we would use those funds to continue water quality monitoring in the watershed.

Thank you for your attention to this document, please sign it and return a hard copy to our office. Please feel free to call me to discuss this in more detail or if you have any questions.


Robert Speight
Environmental Manager
903.639.7538

NETMWD EXECUTIVE OFFICE

4180 FM 250 South
P.O. Box 955, Hughes Springs, Texas 75656
Office: (903) 639-7538 Fax: (903) 639-2208
E-mail: wowen@netmwd.org Website: www.netmwd.com

TOTAL PHOSPHORUS LOAD AGREEMENT

TMDL TOTAL PHOSPHORUS LOAD AGREEMENT (the "Agreement") is made and entered into by and between Pilgrim's Pride Corporation, a Delaware corporation duly licensed to conduct business in the State of Texas ("Pilgrim's Pride"); Northeast Texas Municipal Water District (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution and governed by the provisions of Article 8280-147, Vernon's Revised Civil Statutes, as amended; the City of Mount Pleasant, a Texas home-rule municipality operating pursuant to Section 5, article XI of the Texas Constitution, the general laws of the State of Texas, and its municipal charter ("Mount Pleasant"); the City of Pittsburg, a Texas home-rule municipality operating pursuant to Section 5, article XI of the Texas Constitution, the general laws of the State of Texas, and its municipal charter ("Pittsburg"); the City of Daingerfield, a Texas home-rule municipality operating pursuant to Section 5, article XI of the Texas Constitution, the general laws of the State of Texas, and its municipal charter ("Daingerfield"); the City of Ore City, a Texas Type A General-Law municipality operating pursuant to Section 4, article XI of the Texas Constitution and Local Government Code Chapter 6 ("Ore City"); the City of Lone Star, a Texas Type A General-Law municipality operating pursuant to Section 4, article XI of the Texas Constitution and Local Government Code Chapter 6 ("Lone Star"); and the City of Omaha, a Texas Type B General-Law municipality operating pursuant to Section 4, article XI of the Texas Constitution and Local Government Code Chapter 7 ("Omaha") (all the aforementioned entities are collectively referred to herein as the "Parties" or as individually the "Party").

WITNESSETH:

WHEREAS, Pilgrim's Pride and the cities of Daingerfield, Mount Pleasant, Pittsburg, Omaha, Ore City and Lone Star (individually each "City" and collectively "the Cities") have been issued separate Texas Pollutant Discharge Elimination System Permits ("TPDES Permits") issued by the Texas Commission on Environmental Quality ("TCEQ") to discharge treated effluent from their respective wastewater treatment plants ("WWTPs"); and

WHEREAS, TCEQ has identified stream Segment No. 0403 (the "Segment") as an impaired waterbody and developed a Total Maximum Daily Load (the "TMDL") for Dissolved Oxygen for the Segment; and

WHEREAS, the TMDL was adopted by TCEQ on April 12, 2006 and approved by the Environmental Protection Agency ("EPA") on June 7, 2006; and

WHEREAS, the TMDL identified nutrients, total phosphorus ("TP") in particular, as the primary constituent of concern causing the low levels of dissolved oxygen in the Segment; and

WHEREAS, TCEQ approved the *Implementation Plan for One Total Maximum Daily Load for Lake O' The Pines* (the "Plan") for the Segment on July 9, 2008; and

WHEREAS, the Parties were active stakeholders and participants in developing the TMDL and the Plan; and

WHEREAS, the Plan intends to control the TP loading by Pilgrim's Pride and the Cities by utilizing a combined reduction of TP loading for these entities; and

WHEREAS, as part of the combined reduction of TP loading, Pilgrim's Pride has agreed to treat and reduce the load of TP discharged for the Cities in the amounts identified in the Plan; and

WHEREAS, the Cities would receive the benefit of Pilgrim's Pride treating its effluent to remove TP to the load allocation identified in the Plan, and hereby desire to engage the District to monitor and collect revenue to support implementation of the Plan and compliance with the respective TPDES Permits; and

WHEREAS, the District has agreed to perform such monitoring and reporting and has been designated as the TCEQ-approved monitor for the Segment pursuant to the Clean River Program (the "CRP") and the Plan; and

WHEREAS, the Parties endeavor to work collectively in order to assist in raising the level of dissolved oxygen in the Segment through a controlled loading of TP, the total loading of which is not to exceed the amount authorized in the Plan.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS, CONSTRUCTION, AND OBLIGATIONS

1.1 The following terms used in this Agreement, and in any exhibit or attachment that is or is made a part of this Agreement, and not otherwise defined herein, shall have the following meanings:

Agreement. The Parties' mutual promises, covenants and considerations as contained in this Agreement and any written amendments thereto.

Effective Date. The last date on which this Agreement has been executed by the Parties.

Force Majeure. This term means and shall be limited to any event or circumstance which is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the "Affected Party"), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; and (iv) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority which shall in any circumstances under this Subsection impact a Party's ability to perform its obligations of the Agreement; provided, a "Force Majeure" shall not include economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomical, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

Governmental Authority. This term includes any federal, state, local or other governmental body; any governmental or quasi-governmental, regulatory or administrative agency commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

Requirement of Law. This term means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit issued pursuant to the Clean Water Act or any other binding determination of any Governmental Authority.

Term. This term shall mean the term of this Agreement, as more fully defined in Article 6 of this Agreement.

1.2 In this Agreement:

- a. unless the context otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) the words "include," "includes," and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation," (iii) the terms "hereof," "herein," "hereunder," "hereto," and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement, (iv) "or" is used in the inclusive sense of "and/or," (v) unless otherwise specified, the terms "year" and "years" mean and refer to year(s);
- b. unless otherwise specified, all references to articles and sections are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 The general obligations of the Parties are as follows, with specific performance obligations as identified further herein:

- a. Pilgrim's Pride shall own and operate the WWTP responsible for the removal of TP to ensure the pollutant load allocation identified for the Parties in the Plan.
- b. The Cities shall own and operate their respective WWTPs in compliance with their respective TPDES Permits and shall report TP loading to Pilgrim's Pride and the District on a yearly basis. The Cities shall also provide compensation to the District for water quality monitoring in the Segment; and
- c. The District shall be responsible for implementing the provisions of the Plan as they relate to this Agreement, and for performing water quality monitoring in accordance with the terms and conditions of the Plan and the CRP.

2. MONITORING AND REPORTING

2.1 **Monitoring.** Each City shall monitor its respective TP loading to the Segment on a weekly basis and shall provide a yearly report to Pilgrim's Pride and the District not later than the 5th day of each February for the preceding years TP loading

2.2 **Limitation on Loadings.** Each City agrees to limit its respective TP discharge on a monthly basis to not more than 10 percent of the respective annual load allocation identified for that City as provided in the TCEQ's TMDL update for 2015. Pilgrim's Pride agrees to limit its monthly discharge to not more than 10 percent of the collective annual load allocation for TP identified in in this same update.

2.3 **Operations and Reporting.** Pilgrim's Pride will operate its WWTP to ensure the total annual loading of TP to the Segment, as identified in the 2015 TMDL update, is not exceeded for each calendar year, which is defined for purposes of this Agreement as beginning on January 1st and ending December 31st. On or before February 5th of each year, Pilgrim's Pride will provide an annual report of that calendar year's TP loading to the District. The District shall provide copies of any annual, load allocation reports to TCEQ for inspection at any time.

3. VALUATION AND ALLOCATION OF COSTS

3.1 **Valuation and Assessment.** Pilgrim's Pride shall treat and remove TP from its own discharges, as well as a portion of the TP associated with discharges of the Cities, at its WWTP. Pilgrim's Pride is authorized to discharge an annual quantity of 53,200 pounds of TP pursuant to Table 3 of the Plan. By this Agreement, Pilgrim's Pride agrees to limit its discharges of TP to that amount, less the allocations of the Cities, for a total amount of 44,100 pounds. The value of each pound of TP that Pilgrim's Pride removes from its treated effluent on behalf of the Cities prior to discharge shall be initially established as \$3.00 per pound and shall be adjusted periodically to cover the actual cost per pound of TP removal. On or before January 15th of each calendar year, Pilgrim's Pride will provide an update of the actual cost per pound of TP removal for the preceding calendar year, and such cost shall be provided to the Cities in accordance with the annual reports prepared as identified in Section 3.2. Should the cost per pound for

removal of TP exceed \$5.00, the Parties reserve the right to renegotiate the means and methods for valuation of treatment as identified in this Section, and to amend this Agreement accordingly.

3.2 **Calculation and Allocation.** The District shall calculate the pounds of TP removed on behalf of each City on an annual basis, and each City shall remit payment for the treatment of TP by Pilgrim's Pride to the District. The District shall provide an updated accounting and allocation of costs for each City not later than May 31st of each year.

4. COST REIMBURSEMENT

4.1 **Payments.** Each City shall pay its individual share of the treatment cost incurred by Pilgrim's Pride, in terms of cost per pound of TP removal as provided in Section 3.1 above, with such payments made directly to the District.

5. SEGMENT MONITORING

5.1 The District shall utilize the money received from the Cities to monitor water quality in the Segment pursuant to the terms and conditions of the TCEQ-approved workplan for the Cypress River Basin as part of the CRP.

5.2 The District will provide annual reports of its monitoring efforts to the Cities and Pilgrim's Pride through distribution of The District's Basin Highlight and Summary reports that are generated as part of the Clean Rivers Program.

6. TERM

6.1 This Agreement shall extend for a period of ten (10) years, or until the Plan is amended and approved in writing by TCEQ. The Parties agree that this Agreement may be extended for a period of one additional ten (10) year term upon written approval of all Parties.

7. REGULATORY COMPLIANCE

7.1 The Parties shall comply with their respective TPDES Permits, and any and all Requirements of Law applicable to implementation of the Plan.

7.2 Pilgrim's Pride and the Cities agree to allow TCEQ to include a requirement in their respective TPDES permits making the effectiveness of their respective TPDES permits conditioned upon the effectiveness of this Agreement.

8. APPLICABLE LAW

8.1 The Constitution and the laws of the State of Texas and the decisions of its Courts shall govern with respect to any question or controversy which may arise hereunder. Venue for any

actions arising under this Agreement shall lie exclusively in the courts of Titus County, Cass County, Morris County or Upshur County Texas.

9. NOTICES

9.1 Any notice, request or other communication under this Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

- a. the date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or
- b. the date of the receipt thereof by such other Party if not so mailed by registered or certified mail.

9.2 Notice shall be made as follows:

If to Pilgrim's Pride: Pilgrim's Corporation, Attn: Chief Operating Officer, 1770 Promontory Circle, Greeley, CO 80634.

If to District: Northeast Texas Municipal Water District, Attn.: Executive Director, P.O. Box 955, Hughes Springs, Texas 75656.

If to Daingerfield: City of Daingerfield, Attn.: Mayor, 108 Coffey Street, Daingerfield, Texas 75683.

If to Mount Pleasant: City of Mount Pleasant, Attn.: Mayor, 501 North Madison, Mount Pleasant, Texas 75455-3650.

If to Pittsburg: City of Pittsburg, Attn.: Mayor, 200 Rusk Street, Pittsburg, Texas 75686.

If to Ore City: City of Ore City, Attn.: Mayor, 302 East Main Street, Ore City, Texas 75683.

If to Lone Star: City of Lone Star, Attn.: Mayor, P. O. Box 218, Lone Star, Texas 75668-0218.

If to Omaha: City of Omaha, Attn.: Mayor, P.O. Box 937, Omaha, Texas 75571-0937.

9.3 Any Party may change its address and/or designated representative as identified above by providing written notice to all other Parties.

10. FORCE MAJEURE

10.1 Procedure for Calling Force Majeure

- a. Notice of Force Maieure. The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 10.1.a. shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 10.1.a. shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.
- b. Obligations During Pendency of Force Majeure. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 10.1.a.:
 - i. use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable.
 - ii. furnish weekly reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and
 - iii. resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.
- c. Resumption of Performance. When the Affected Party is able, or would have been able if it had complied with its obligations under this Section 10.1, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of

Force Majeure relating to such event or circumstance shall be deemed to have ended.

10.2 Effects of Force Majeure

- a. Relief From Obligation of Performance. Except as provided in Section 10.3 of this Agreement, provided it has complied with its obligations under Section 10.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.
- b. Relief From Obligation of Counter-Performance. Except as provided in Section 10.3 of this Agreement, the non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

10.3 Limitations on Force Majeure

- a. Scope and Duration. No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure.
- b. No Extension of Term. Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.
- c. Continuing Responsibility to Make Payments. Regardless of the occurrence or continuation of an event or circumstance of Force Majeure, Purchaser shall not be relieved of its responsibility to make payments as required under this Agreement.

11. GENERAL PROVISIONS

11.1 The obligations of the Parties hereto are subject to final approval by the respective governing bodies of each, and upon request of the other Parties, each Party will provide sufficient documentation to the other Parties that this Agreement has been authorized by its respective governing body.

11.2 The Parties are each entering into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties.

11.3 This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

11.4 The terms of this Agreement shall be binding upon, and inure to, the benefit of each of the Parties and their permitted successors and assigns. However, no assignment of the rights and duties of a Party may be made unless approved in writing by all Parties.

11.5 This Agreement may be executed by the Parties in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same contract. If this Agreement is executed in counterparts, then it shall become fully executed and effective only as of the execution of the latter such counterpart called for by the terms of this Agreement to be executed.

11.6 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

11.7 The headings of the Articles of this Agreement are included for convenience only and shall not be deemed to constitute a part of this Agreement.

11.8 The Parties agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each Party is not an agent of the other entity and that each Party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to the Parties under Texas law and without waiving any defenses of any Party under Texas law. The provisions of this section are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below.

THE CITY OF DAINGERFIELD, a h o m e -rule city operating under the laws and Constitution of the State of Texas and pursuant to its home rule charter

By:

Mayor

Date:

ATTEST:

By:

Date:

Table 1 - Point Source Dischargers in the Lake O' the Pines Watershed

State Permit Number	Outfall	EPA Permit Number	Segment Number	Permittee Name	Flow (MGD)	Waste Load Allocation (WLA) Total Phosphorus lb/yr	Waste Load Allocation (WLA) Total Phosphorus lb/day	Waste Load Allocation (WLA) Total Phosphorus kg/yr	Waste Load Allocation (WLA) Total Phosphorus kg/day	TMDL Comments
03017-000	001	TX00062936	0404	Pilgrim's Pride Corporation	3.5	44,100	120.74	20,000	54.76	This permittee is taking on the full total phosphorus load reduction required by the TMDL. Flow has been corrected.
10239-001	001	TX0071633	0404	City of Omaha	0.2	661.5*	1.81*	300.0*	0.82*	Total phosphorus monitoring
10250-001	001	TX0025437	0404	City of Pittsburg - Sparks Branch	2	3,969.0*	10.87*	1,800.0*	4.93*	Total phosphorus monitoring
10250-002	001	TX0025445	0404	City of Pittsburg - Dry Creek	0.2	1,323.0*	3.62*	600.0*	1.64*	Total phosphorus monitoring
10499-001	001	TX0027031	0404	[REDACTED]	0.7	[REDACTED]	3.02*	500.0*	1.37*	Total phosphorus monitoring
10575-004	001	TX0105171	0404	City of Mount Pleasant	2.91	5,071.5*	13.89*	2,300.0*	6.30*	Total phosphorus monitoring
14365-001	001	TX0088081	0403	City of Lone Star	0.44	1,102.5*	3.02*	500.0*	1.37*	Total phosphorus monitoring
14389-001	001	TX0024236	0403	City of Ore City	0.218	2,205.0*	6.04*	1,000.0*	2.74*	Total phosphorus monitoring; flow has been corrected
Aggregate total phosphorus loading for all eight permittees:						59,535.0	163.00	27,000.0	73.92	

The values for the seven municipal permittees are not permit limits. These values are based on the existing loads presented in Table 2 of the original TMDL. Total phosphorus monitoring will be included in these permits. The TCEQ will evaluate the self-reported total phosphorus data for these facilities on an ongoing basis to ensure that all eight facilities as a group are meeting the combined WLA of 27,000 kg/yr of total phosphorus identified in the TMDL.

BYLAWS

ARK-TEX COUNCIL OF GOVERNMENTS

ARTICLE I

Name and Organization

There is hereby organized pursuant to the authority granted by Chapter 391 of the Local Government Code (formerly Article 1011m, Revised Civil Statutes of Texas), and Arkansas Interlocal Cooperation Act 430, an Interstate Regional Planning Commission, hereafter called Council, which shall be known as the Ark-Tex Council of Governments, a voluntary association of local governmental units located in the Texarkana, Texas area.

ARTICLE II

Purpose and Objectives

A. It shall be the purpose of the Council:

- 1. to encourage and permit local units of government to join and cooperate with one another to improve the health, safety and general welfare of their citizens;**
- 2. to plan for the future development of the region to the end that:**
 - a. transportation systems may be more carefully planned;**
 - b. that the communities, areas and regions grow with adequate streets, utilities and health, educational, recreational and other essential facilities;**
 - c. that needs of agriculture, business and industry be recognized;**
 - d. that residential areas provide health surroundings for family life;**
 - e. that historical and cultural value be preserved;**
 - f. that the growth of the communities, areas and regions is commensurate with and promotive of the efficient and economical use of public funds;**
- 3. to eliminate duplication and promote economy and efficiency in the coordinated development of the area.**

B. In achieving these objectives, the Council may:

- 1. exercise any powers heretofore or hereafter conferred upon it by state law;**
- 2. undertake studies, collect data and develop area plans and programs;**
- 3. engage in such other activities as the Council finds necessary or desirable to accelerate area development and correct area problems;**
- 4. receive and expend gifts, contributions and donations which may be made to the Council to accomplish its purposes;**
- 5. apply and contract for, receive and expend funds from Council members, as provided in the Bylaws, to finance the costs of operations;**
- 6. assist, encourage, and coordinate the activities of all parties concerned both public and private, in implementing those plans and programs which affect the growth and development of the area.**

ARTICLE III

Membership

- A. Membership shall consist of local governmental units as defined in Chapter 391 of the Texas Local Government Code and of the Arkansas Interlocal Cooperation Act 430, which may join by passage of an ordinance, resolution, order or other means, upon payment of dues as provided in Article XI of the Bylaws and approval of the Board of Directors of the Ark-Tex Council of Governments.'**
- B. Local governmental units eligible for membership shall be geographically situated in whole or in part, within Bowie, Cass, Morris, Red River, Lamar, Delta, Franklin, Hopkins, and Titus Counties in Texas, and Miller County in Arkansas, and adjoining counties upon the approval of the Board of Directors of the Council, and may include counties, cities, towns, villages, hospital authorities, districts or other political subdivisions of the State.**
- C. A member which is more than six months in arrears in its dues as herein provided may be denied its voting privileges until such time as the dues are paid.**
- D. A member may withdraw from the Council upon notifying the Executive Committee by resolution or other appropriate legal action of the governing body of such withdrawing member. In the event of withdrawal by a member of the Council, said member shall not be entitled to a return of any portion of previously paid annual dues.**
- E. As an honor, past presidents who are no longer member representatives may be recognized as ex-officio, non-voting, non-dues paying, non-entity representative members by the Board in the capacity of citizen advisors.**
- F. Associate Membership will consist of the NET Resource, Conservation and Development Area. Other organizations may be considered on an case by case basis that utilize government funding for a majority of their operations, and that are situated in whole or in part, within Bowie, Cass, Morris, Red River, Lamar, Delta, Franklin, Hopkins, and Titus Counties in Texas, and Miller County in Arkansas, and adjoining counties, and upon the approval of the Board of Directors of the Council.**

ARTICLE IV

Board of Directors

- A. The Board of Directors shall be composed of members elected or appointed by the membership within the area specified in these Bylaws, and shall be elected or appointed as may be determined by each respective member in the following manner as long as the Board maintains two-thirds of the membership be elected officials of member cities or counties (LGC 391.006):**
 - 1. Each member County Government shall have one Director who shall be an elected official appointed by the Commissioner's Court;**
 - 2. Each member City Government with a population of 10,000 or more shall have three Directors who shall be elected officials appointed by the City Council;**
 - 3. Each member City Government with a population of less than 10,000 shall have one Director who shall be an elected official appointed by the City Council;**

4. Each member Community / Junior College District and School District shall be entitled to have one member on the Board of Directors who shall be appointed from their elected governing body, from the area described in Article III.B of these Bylaws;
 5. Each member Special District shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body, from the area described in Article III.B of these Bylaws;
 6. Each member Authority shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body of the Authority and shall be from the area described in Article III.B of these Bylaws.
 7. All members of the Texas Legislature whose districts include all or part of the Ark-Tex Council of Governments' region shall be an ex officio, nonvoting member to serve on the Board of Directors.
 8. Each Associate Member shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body from the area described in Article III. F of these Bylaws
- B. The term "elected officials" used herein means a mayor or member of the governing body of a municipality, a county judge, a county commissioner, a member of the board of trustees of a school district or a member of the elected governing body of a special district.
- C. Each Director may represent multiple organizations, but shall have only one vote and shall be appointed for a period of two years, beginning on June 1 of the year appointed. Each may serve until his successor is duly qualified or installed. All voting must follow the Texas Open Meetings Act.
- D. A vacancy in office because of death, resignation, removal, disqualification or otherwise may be filled by the member from which such Director received his selection by election or appointment.

ARTICLE V

Executive Committee

- A. There will be an Executive Committee chosen from the Board of Directors, consisting of President, Vice-President, Secretary, Treasurer and up to nineteen other members maintaining two-thirds of the membership be elected officials of member cities or counties. These twenty-three Committee members are to be elected by the Directors at the Annual Meeting which shall be the regular meeting in September and will serve a two-year term beginning at the Executive Committee meeting in October, with no limitations for successions. No Board member may be elected to the Executive Committee if the entity which he represents is in arrears of dues, payments or other fees owed to the Ark-Tex Council of Governments. Vacancies on the Executive Committee because of death, resignation, removal, disqualification or otherwise may be filled immediately by vote of the Board of Directors at a regular meeting of the Ark-Tex Council of Governments on recommendation of a nominating committee of not less than three Directors appointed by the highest officer of the then active Executive Committee.
- B. Each member County Government, and one member City Government within each county shall have an assigned seat on the Executive Committee. There shall be three assigned seats available for members under Article IV.A. 4-8. Any seat without a filled appointment as defined in Article V.A will remain vacant until such time a qualified candidate be appointed by the Board of Directors.

- C. The President shall be the principal executive officer of the Council, and in general, shall supervise and control all the business and affairs of the Council. He shall preside at all meetings of the members and of the Board of Directors. He and/or the Secretary, Treasurer or any other proper officer of the Council authorized by the Board of Directors may sign any deeds, mortgages, bonds, contracts, checks, drafts or other instruments which the Board of Directors has authorized to be executed, and in general, he shall perform all duties incident to the office of President and other such duties as may be prescribed by the Board of Directors from time to time. The Board of Directors may authorize, upon occasion, the Executive Director to act in its behalf and sign documents as described above.**
- D. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.**
- E. The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with provisions of these Bylaws or as required by law; be custodian of the records and ensure execution of such as duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such members; and in general perform, or assign to be performed, all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.**
- F. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Council; receive and give receipts for monies due and payable to the Council from any source whatsoever; and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article X of these Bylaws; and in general, perform, or assign to be performed all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.**
- G. No entity member may have more than one Director serve on the Executive Committee.**
- H. The Executive Committee, unless otherwise determined by the Board of Directors, shall normally meet monthly, and shall be responsible for the implementation of policies established by the Board of Directors. Such meetings, shall be in a consistent, centralized location as determined by the Executive Committee. Actions to the Executive Committee may be appealed to the Board of Directors upon the written request of any member.**
- I. Nine (9) members, or a simple majority of appointed members of the Executive Committee (whichever is less) shall constitute a quorum and the President shall vote only in case of a tie vote of the other members.**
- J. A member missing more than three (3) consecutive, regular Executive Committee meetings must have a legitimate excuse, approved by the Executive Committee for his/her third consecutive absence or he/she shall forfeit his/her position on the Executive Committee. A position made vacant by such forfeiture shall be filled as described in Article V, para. (A) above. Regular membership on the Board of Directors shall not be affected by the provisions of this paragraph.**

ARTICLE VI

Executive Director and Staff

- A. The Board of Directors shall employ an Executive Director who shall serve at the pleasure of the Board.**
- B. The Executive Director shall be the chief administrative officer of the Council, appoint and remove all subordinate employees and, subject to the rules and regulations of the Board of Directors, act for and in the name of the Council.**
- C. The Executive Director shall prepare the financial plan and work program of the Council and shall faithfully execute all other duties and responsibilities vested in or required of him by the Board of Directors.**

ARTICLE VII

Meetings

- A. The Board of Directors shall hold regular and/or special meetings at such times and places as it may determine and said meetings shall be open to the public. Normally such meetings shall be held quarterly, unless otherwise determined by the Board of Directors and, in terms of location, shall be rotated throughout the region.**
- B. Special meetings may be called by the President or upon the written request of twenty percent (20%) of the members of the Board of Directors for the purpose of transacting any business specified in the call. The call for a special meeting must be in writing and mailed to each Director at least five days before such meeting.**
- C. There shall be an annual meeting of the Council at a time and place to be determined by the Board of Directors. Normally this meeting shall be held during the month of September, as herein described, and shall constitute one of the Board of Directors' normal quarterly meetings.**
- D. Ten percent (10%) of the filled positions on the Board of Directors will constitute a quorum at any meeting of the Council; provided, however, that a quorum may not be less than the number required by the Bylaws for a quorum of the Executive Committee.**

ARTICLE VIII

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Bylaws to any member a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX

Books and Records

The Council shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, and Board of Directors, and shall keep at the registered or principal office a record giving names and addresses of members entitled to vote. All books and records of the Council may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X

Contracts, Checks, Deposits, Funds and Other Business

- A. The Board of Directors may authorize any officer or officers, agent or agents of the Council, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and behalf of the Council, and such authority may be general or confined to specific instances.**
- B. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such officer or officers, agent or agents of the Council and in such manner as shall from time to time be determined by resolution of the Board of Directors.**
- C. All funds of the Council shall be deposited from time to time to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.**
- D. The Board of Directors shall be responsible for the review, approval and adoption of all Council policy documents, including but not limited to an annual Strategic Work Program and Financial Plan, as herein described, action/implementation plans, annual work program, affirmative action and personnel plans and rules.**

ARTICLE XI

Finances, Budget and Payments

- A. The Council shall adopt an annual Strategic Work Program and Financial Plan on or before September 30th of each year and its fiscal period shall begin on the first day of October in each year.**
- B. Each year upon adoption of the annual Strategic Work Program and Financial Plan, the Council shall fix the dues for all member governmental units. Dues shall be in sufficient amounts to provide funds as required by the budget.**
- C. New governmental units may join the Council upon the payment of dues prorated for the remaining portion of the Council's fiscal year.**
- D. The dues for each city shall be 20 cents per capita based on the most current census that is a Council-recognized census estimate with a minimum of one hundred dollars (\$100.00) annually (see paragraph 5). County governmental units shall pay 15 cents per capita of population for non-member incorporated areas and 15 cents per capita of population for unincorporated areas of the county.**
- E. All other governmental units shall pay a minimum of one hundred dollars (\$100.00) annually.**

ARTICLE XII

Parliamentary Rule

"Robert's Rules of Order Revised" shall be the authority of all questions of parliamentary procedure not covered by these Bylaws.

ARTICLE XIII

Amendments

Amendments by the Board of Directors. These Bylaws may be amended by a vote of the Board of Directors approving the amendment at any meeting, provided that the proposed amendment has been submitted in writing to each member of the Board at least ten days in advance of each meeting and ratified by a majority vote of three-fourth (3/4) of the Directors at any meeting.

These Bylaws adopted by the Directors of the Ark-Tex Council of Governments at a meeting thereof at Texarkana, Texas, this the 24th day of June, 1969.

**AS AMENDED - November 7, 1974
 June 3, 1976
 May 3, 1976
 December 6, 1979
 September 24, 1981
 September 9, 1982
 September 24, 1985
 June 25, 1987
 January 12, 1993
 March 30, 2000
 February 23, 2006
 June 30, 2011
 March 27, 2014
 September 28, 2017**


**Judge L.D. Williamson, President
Ark-Tex Council of Governments**

ATTEST:


**Judge Lynda Munkres, Secretary
Ark-Tex Council of Governments**

RESOLUTION NO. 20230612

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS
AUTHORIZING THE APPOINTMENT OF A REPRESENTATIVE TO SERVE AS A DIRECTOR
ON THE ARK-TEX COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS.**

WHEREAS, the Ark-Tex Council of Governments was organized by local governmental entities in 1966 and was chartered as a not-for-profit corporation under Chapter 391, Local Government Code.

WHEREAS, Reorganization in 1968 by the States of Texas and Arkansas as a sub-state political subdivision to allow ATCOG to plan, assist local governments, and deliver public services, but has no power to tax or to regulate.

WHEREAS, ATCOG is governed by a Board of Directors, and state law requires that this governing body be composed primarily of local government elected officials.

WHEREAS, ATCOG serves the Northeast Texas and Southwest Arkansas region that is comprised of nine (9) counties in Texas and one (1) in Arkansas, and includes cities, counties, school districts, and special districts with membership open to all interested governmental entities.

WHEREAS, the general purpose of ATCOG is to plan for the unified, far-reaching development of the region, eliminate duplication of services, and promote economy and efficiency through coordination.

WHEREAS, The City of Daingerfield is a member in good standing with the Ark-Tex Council of Governments; and

WHEREAS, The City of Daingerfield has one position reserved on the Ark-Tex Council of Governments Board of Directors; and

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

_____ is hereby appointed to serve as Representative on the Ark-Tex Council of Governments Board of Directors.

REVIEWED AND APPROVED THIS 12th DAY OF June 2023.

Wade Kerley, Mayor

ATTEST:

Michelle Jones, City Secretary

A RESOLUTION SUPPORTING CITY OF DAINGERFIELD APPLICATION TO THE
TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION
ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of DAINGERFIELD would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE City Council OF THE City of DAINGERFIELD THAT: The City of DAINGERFIELD supports funding this project as described in the 2023 TA Detailed Application (including the planning activities, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, financing, management, adoption and implementation of completed planning documents. The City of DAINGERFIELD is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of DAINGERFIELD on the 12th day of June, 2023.

Wade Kerley, Mayor

ATTEST:

Michelle Jones, City Secretary

Daingerfield Economic Development 4A/4B Corporation

Minutes of the May 31,2023 Meeting

1. Call to Order: The regular meeting of the Daingerfield Economic Development 4A/4B Corporation was called to order by Vice President Marcie McGill at 4:01PM. In addition to Ms McGill also in attendance were Directors, Brenda Howard, Walter Bass, Chris Smith and Secretary Judi Howell. Also in attendance as a guest was Councilwoman Vicki Smith.
2. Review and Possible Action on the minutes of the April 26, 2023 meeting. A motion was made by Brenda Howard and a second by Chris Smith to accept the minutes as written. Motion passed.
3. Review and Possible Action on the Financial Reports: The RBEG report and the Administrative Account were presented for review. Mr. Bass being the new member was brought up to date and a motion was made by Jason Horn with a second by Chris Smith to accept reports as presented. Motion passed.
4. Hear report from Mrs. Beverly Austin regarding the Leadership Conference she attended in Bastrop, Texas. Mrs. Austin was unable to attend Board meeting so the report was tabled and will be heard next month.
5. Review and Possible Action on a tabled budget for 4B funding. A motion by Jason Horn "To submit a budget to be funded by 4B income. To represent to the council the type of items the Economic Development Corporation will be able to fund with 4B from sales tax revenue and grants. The budget is presented for council consideration for sales tax ballot initiative". A second by Walter Bass and the motion carried.
6. Review and Possible Action on committee going forward with grant development with the USDA. Brenda Howard, Beverly Austin and Judi Howell will meet with USDA to move forward. The board was in agreement.

7. Review and Discuss the pending loan request for Georgia Nava. Mrs. Nava has asked that the request be removed. Chris Smith shared that he is in agreement with her to do a lease purchase plan with Mrs. Nava paying the existing 4A loan. Mr. Smith also stated that the plan for getting to code has been approved by Police Chief Tracey Climer. The Board was in agreement.

8. Hear and Review a report from members regarding the progress of the Travel Plaza. Jason Horn and Chris Smith met with the three (3) major investors for the Daingerfield Cubbies. They want to be open now and the only problem is between the City and TXDOT in regards to Cotton Street. Jason Horn, Chris Smith and Judi Howell will work with TXDOT and City to assist as the Economic Development Corporation with the investors. After seeing pictures and site plans the Board is in full agreement to work as needed to assist these investors going forward.

Respectfully Submitted

Judi Howell EDC Secretart

Daingerfield Economic Development 4A/4B Corporation

Daingerfield, Texas 75638

To: The Honorable Mayor Wade Kerley

The Honorable Council Members: Mike Carter, Jesse Ayres, Vicki Smith, Ben Ramirez and, David Hood

City Manager: Keith Whitfield

Re: 4B Budget Request:

The process of obtaining the 4B classification has been a project for at least 2 years by the Daingerfield Economic Development Corporation. It is our understanding that the designation has been obtained. Mr. Whitfield in our committee meetings has always told us to put together a budget for the projects and items we would like to fund with 4B. Because 4B opens up the funding possibilities for employees, community improvement and assistance for programs that are part of the ongoing work of the City Council it is considered one of the best tools for community funding. This budget is a representation of what our committee would like to fund with an ongoing sales tax reapportionment. So we by a unanimous vote in the EDC Committee are asking for action to place a sales tax initiative on the ballot.

We understand that Sales Tax votes are hard and we are committed to reaching out and promoting this budget and request for ongoing support for each year going forth.

In addition we are working with USDA regarding grants that may be available for us to write and access funding.

Thank you for your consideration of this agenda item and we look forward to answering any questions you might have.

Keitha Nilsson, President, Marcie McGill, Vice President, Beverly Austin, Secretary/Treasurer. Board Directors: Brenda Howard, Chris Smith, Jason Horn and Walter Bass.

Budget Worksheet for Daingerfield Economic Development 4A/4B

Description of Account	Amount Requested Annually	Amount Budgeted Annually
Part Time Employee One (1) Grant Writer, Admin. Asst. & Clerical Duties	\$20,000	\$20,000
Christmas Events: Assistance with lamp post decorations, and seasonal beautification and new sound system	\$10,000	\$10,000
Annual Audit as required by the City Auditor	\$4,000	\$4,000
Social Media ,Marketing & Advertising Web Site for EDC & Tourism. Branding Campaign & exposure on all social media.	\$10,000	\$10,000
Membership Dues to various tourism groups, nonprofits in Daingerfield, and professional organizations	\$1,000	\$1,000
Facade Match: matching grant that will match up to \$1,500, to improve store front businesses in Daingerfield City Limits. This will be paid upon completion of work.	\$20,000	\$20,000
Beautification for HOME grants. Assistance with HOME grant recipients for new home landscaping	\$12,000	\$12,000
Community Enhancement demo of vacant, abandoned and condemned property	\$50,000	\$50,000

Soccer fields by West Elem. Temporary outdoor restroom. And bleachers	\$5,000	\$5,000
Investment funds to purchase property for economic development	\$100,000	\$100,000
City Park Upgrades: bathrooms for events only, additional lighting	\$55,000	\$55,000
Contract Labor for one (1). Seasonal upkeep of ball park	\$24,000	\$24,000
Irvin Park Improvements and Additions.	\$100,000	\$100,000
Veteran's Memorial. Assist in the erection of a Veteran's Memorial	\$25,000	\$25,000
Liability Insurance	\$5,000	\$5,000
Proposed Budget Total	\$441,000	\$441,000

Daingerfield Animal Shelter Statistics - May 2023

Species	Stray	Owner Surrender	Born At Shelter	Total Intake	Adopted	Rescued	Reclaimed	Euthanized	Relocated	Expired	Total Outcome	Total Left At Shelter
Cats	3	0	1	4	0	0	0	0	0	0	0	5
Dogs	16	0	0	16	1	8	1	1	0	0	11	17
Other	1	0	0	1	0	0	0	1	0	0	0	0

Daingerfield Animal Shelter Statistics - May 2023								
Pet's Name	Intake Date	Species	Gender	Breed	Age On Intake	Disposition	Disposition Date	Notes
Kaya	10/12/2018	Dog	Female	Pit Bull Mix	6 Months	N/A	N/A	
Betty	8/14/2019	Dog	Female	Pit Bull Mix	1 Year	N/A	N/A	
Remus	4/22/2022	Dog	Male	Mixed Breed	1 Year	N/A	N/A	
Violet	4/28/2022	Cat	Female	DSH (Black & White)	1 Year	N/A	N/A	
Barbas	8/2/2022	Dog	Male	Lab Mix	10 Months	N/A	N/A	
Hanzo	8/15/2022	Dog	Male	Pit Bull Mix	8 Months	N/A	N/A	
Cornbread	11/23/2022	Dog	Male	Mixed Breed	3 Years	N/A	N/A	
Alfie	2/7/2023	Dog	Male	Mixed Breed	3 Months	N/A	N/A	
Demi	2/24/2023	Dog	Female	Pit Bull Mix	2 Years	N/A	N/A	
Muffin	2/28/2023	Dog	Female	Mixed Breed	4 Months	Rescued	5/6/2023	ATASNP
Navi	3/9/2023	Dog	Female	Mixed Breed	9 Months	Rescued	5/6/2023	ATASNP
Jedi	3/27/2023	Dog	Male	Pit Bull Mix	5 Months	Adopted	5/3/2023	
Unity	4/13/2023	Dog	Female	Mixed Breed	10 Months	N/A	N/A	
Elias	5/1/2023	Dog	Male	Mixed Breed	7 Weeks	Rescued	5/6/2023	ATASNP
Fuji	5/1/2023	Dog	Male	Mixed Breed	7 Weeks	Rescued	5/6/2023	ATASNP
Hermon	5/1/2023	Dog	Male	Mixed Breed	7 Weeks	Rescued	5/6/2023	ATASNP
Dashen	5/1/2023	Dog	Male	Mixed Breed	7 Weeks	Rescued	5/6/2023	ATASNP
Mela	5/1/2023	Dog	Female	Mixed Breed	7 Weeks	Rescued	5/6/2023	ATASNP
Rosa	5/1/2023	Dog	Female	Mixed Breed	7 Weeks	Rescued	5/6/2023	ATASNP
Beau	5/2/2023	Dog	Male	Hound Mix	1 Year	Reclaimed	5/3/2023	
Booker	5/3/2023	Dog	Male	Australian Shepherd Mix	1 Year	N/A	N/A	
Miso	5/5/2023	Cat	Female	DSH (Grey Tabby)	9 Months	N/A	N/A	
Raven	5/8/2023	Dog	Female	Heeler Mix	2 Years	N/A	N/A	
Rylee	5/8/2023	Dog	Female	Heeler Mix	10 Weeks	N/A	N/A	
Dumpling	5/15/2023	Cat	Male	DSH (Orange Tabby)	Newborn	N/A	N/A	
Mr. Pickles	5/16/2023	Dog	Male	Mixed Breed	1 Year	N/A	N/A	
Tisha	5/17/2023	Dog	Female	Pointer Mix	2 Years	N/A	N/A	
Evie	5/23/2023	Dog	Female	Mixed Breed	8 Weeks	N/A	N/A	
N/A	5/25/2023	Dog	Female	Mixed Breed	2 Years	Euthanized	5/25/2023	Feral/Aggressive
N/A	5/30/2023	Raccoon	N/A		2 Years	Euthanized	5/30/2023	Struck by Vehicle/Possible Rabies
Malitha	5/31/2023	Dog	Female	Mixed Breed	8 Months	N/A	N/A	
Mabel	5/31/2023	Cat	Female	DSH (Grey Tabby & Orange)	1 Year	N/A	N/A	
Dipper	5/31/2023	Cat	Male	DSH (Grey Tabby & White)	1 Year	N/A	N/A	
N/A	5/31/2023	Dog	Male	Shih-Tzu	N/A	N/A	N/A	

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

MAY 2023

CODE

- High Grass 8
- Garbage/Clutter 3
- Junk Vehicle 12
- Tethering 0
- Animal Nuisance 1
- Fowl at large 0
- Old appliances 1
- Citations issued 4

Total Corrected: 26

CALLS OF SERVICE: 160

NUMBER OF TRAFFIC CONTACTS: 39

CRASH INVESTIGATIONS: 3

ARREST: 17

MAY 2024

CITY OF DAINGERFIELD
ELECTRICAL INSPECTION REPORT

Type of Inspections	RESIDENTIAL		COMMERCIAL		TOTAL
	Existing	New	Existing	New	
Meter Loops		11	1	1	4
Rough In				1	1
Final				1	1

Comments: 1009 Linda, 1213 IRVIN,
107 WEBB, 202 Tiger Dr,
AND 913 BERT. Final AT 308 Linda

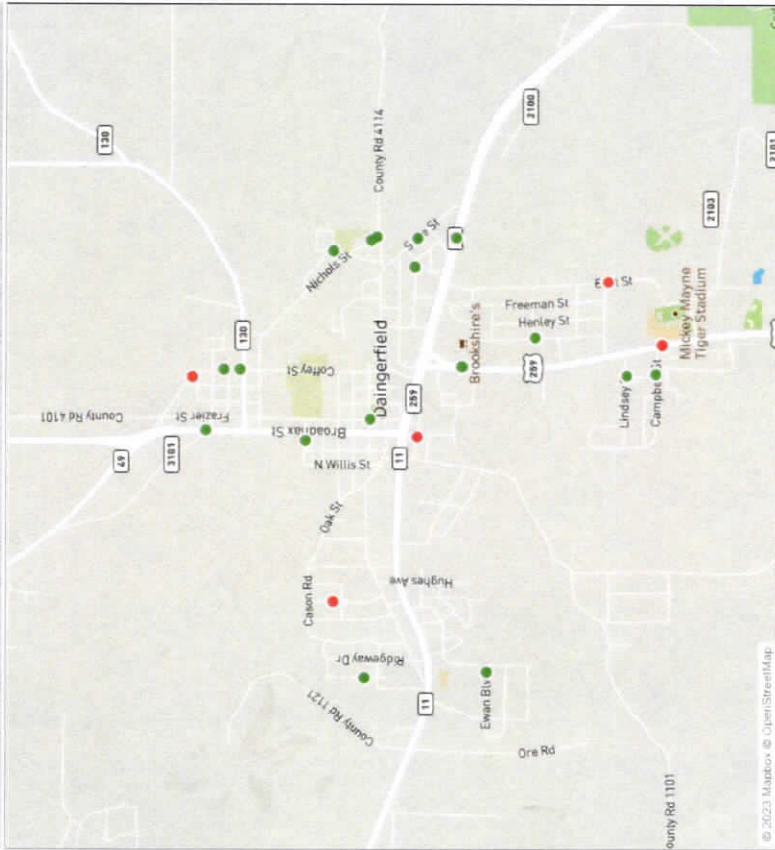
Hours: 6 3/4

Miles: 202

Joe Bush
Joe Bush
Electrical Inspector

LifeNet Data - Last Month

Map - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat



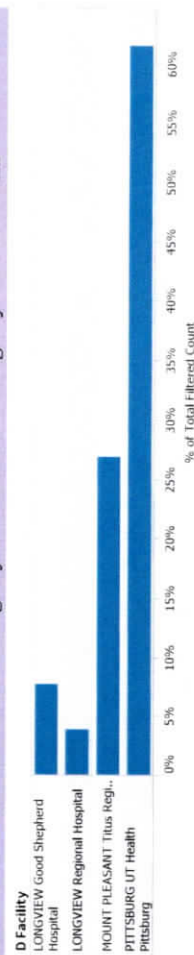
Nature of Calls - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat



Response Time Info - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat

Response Zone (group)	Response Profile	Call Outcome (group)	Late	Runs	Pct%	Avg Resp Time [sec]
Dangerfield	8 59 Emergency [539 secs]	A Completed Call-Dispatch Sv.	0	1	100.0%	275.0
		Arrival-DOA per other Arriv..	1	7	85.7%	270.1
		Caller Request	0	0		109.0
		PT Transported	7	27	74.1%	507.0
Grand Total			8	35	77.1%	421.8

Destinations - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat



Daingerfield Fire Department

March 2023

Structure Fire	2		
Grass/Woods Fire	3		
Debre/Trash Fire	1		
Alarm/False	1		
Set up Landing Zone	1		
Vehicle Collision/Crash	5		
1 st Responder/assist EMS	8		
	Total	21	YTD 48
Responses inside City	11	YTD 22	
Outside City	10	YTD 26	
Estimated Water usage:	4,000 Gallons		

Monthly Council Report
May 2023

Printed: 6/1/2023

Cases Filed

Penal Count	10	Ordinance Count	4
Traffic Count	17	Parking Count	0
Other Count	1	STEP Count	0
Total Filed		32	

Amounts Collected

Tech Fund	\$ 46.71	Building Security Fund	\$ 54.26
State	\$ 1,016.95	Fine	\$ 2,021.74
City	\$ 893.37	Warrant Fee	\$ 156.59
Total Amount		\$ 4,033.03	

Warrants

Issued	0	Recalled	9
Served	7	Outstanding Amount	\$ 348,278.51
Total Amount		\$ 2,238.90	

Dispositions

Paid in Full	10	Credit for Time Served	6
Paid Partial	8	Dismissed	5
Appealed	0	Total Disposed	21

Trials

Jury	0	Total	26
Bench	26		



Citation Offense Count By Stop Type

Number of TRAFFIC Offenses (for *ALL*)		18
Number of CITATIONS		18
Speeding in a School Zone (3596 - 3596)	4	
No Drivers License (3103)	3	
Expired Motor Vehicle Registration (3656 - 3656)	3	
Speeding 15+ (6015 - 3001)	3	
Fail to Maintain Financial Responsibility (3049 - 3049)	2	
DRIVING WHILE LICENSE INVALID (3101 - 3101)	2	
Public Intoxication 1st Offense (7005)	1	

Number of NON-TRAFFIC Offenses (for *ALL*)		12
Number of CITATIONS		12
Theft under100.00 First Offense (7012)	3	
Disorderly Conduct (7002)	3	
Unsanitary Conditions (202)	2	
Abandoned Refrigerator/Airtight Containers (216)	1	
Animal Nuisance (200)	1	
Assault Family Violence (9999)	1	
Possession Of Drug Paraphernalia (7000)	1	

PUBLIC WORKS REPORT
Report Period May 1st – 31st, 2023

Personnel

- Number 7 full time employees end of February and 2 Part-time employees
- Comments _____

Streets

- Patching _____
- Signage _____
- Mowing Mowed the easement area in front of McDonalds, along Hwy 259 and South Lift Station, Wastewater Treatment Plant, Union Pumpstation, Fire station, and City Park. Bushhogged right of way down parts of Hwy 11 and Hwy 259
- Tree Trimming Versa Boomed down Webb St, Carpenter St, and Lonestar St. Also Versa boomed behind old city hall building on Coffey St.
- Drainage _____
- Miscellaneous _____

Water

- Leak repairs
 - Service lines N/A
 - Main lines Repair 6in main line on Walker Dr
- Connections 29
- Disconnections 45

- Meter reading start/end 5/10
- Total meters read 1241
- Total customers billed 1056
- Re-reads 9
- Meters Replaced 0
- Pressure checks 0
- Taps installed 0
- Lines Flushed 25
- Fire Hydrants
 - Repaired N/A
 - Replaced N/A
 - Flushed 25

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 333 lbs
- Bar Screening Removal removed daily
- Maintenance/Repairs Completed Daily logs. Collected composite and pH and DO samples weekly.
- Non-Compliance N/A

- Explanation N/A
- Waste Water Treated
 - Beginning reading 881649
 - Ending reading 884883 (Flow sensor went down on 5/15 waiting on replacement to come in.)
 - Total treated up until 5/15 3.234 MG had been treated.
 - Rainfall 4.2in
 - Sludge Removal 4200 gallons

Lift Station

- Maintenance Daily checks to ensure all pumps are running.
- Repairs Atlas/ East Lift station on by-pass pump until parts and repairs can be completed. New pump and started added at South

Lift Station

- **Sewer**
- Number Calls 10
- Sewer Repairs 1 sewer repair 205 Wills Dr
- Taps installed 0

Miscellaneous Matters

**Water Accountability
Report Period
April 10th - May 10th
2023**

Location	Gallons Used
City Hall/Police Department	1,200
Library	200
Fire Department	500
Public Works	1,200
Wastewater Treatment Plant	530,100
Roundabout/Coffey St.	12,400
City Park (sprinkler)	
Animal Shelter	1,200
Total City Usage	546,800
Total Gallons Billed	5,056,000
Fire Fighting Gallons estimate	
Line Flushing estimate	3,166,745
Leaks estimate 4/10 -5/10	15,960
Bulk Water - 4/10 - 5/10	
	-
	-
	-
Total Gallons Used	8,785,505
Total Gallons Delivered	10,276,900
Difference	1,491,395
Percentage Unaccounted	15%



Monthly Financial Summary Report May 2023

This monthly financial report is for the period ending **May 31, 2023**, as closed by the Finance department. This represents **8** months into the fiscal year's budget.

Budget Changes or Amendments: N/A

General Fund YTD Revenues: \$1,552,638.16

Water & Sewer YTD Revenues: \$742,437.70

TOTAL YTD REVENUE: \$2,295,075.86

As of May, revenues should be tracking around **66.64%** of the annual budget. Actual YTD revenues are at **58.64%**

General Fund YTD Expenditures : \$1,529,861.49

Water & Sewer YTD Expenditures: \$856,855.64

TOTAL YTD EXPENDITURES: \$2,386,717.13

As of May, expenses should also be tracking around **66.64%**. Actual YTD expenses are at **64.55%**

Our general fund balance as of 5/31/23: \$771,720.29

This includes American Rescue Plan funds of \$379,246.63

CASH BALANCE SHEET

TX HERITAGE Bank/NETCU/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 814,112.76	\$ 234,679.27	\$ 277,071.74	\$ 771,720.29
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND	\$ 180,269.14	\$ 5,103.74	\$ -	\$ 185,372.88
MCBS CHECKING	\$ 23,280.55	\$ 15.79	\$ -	\$ 23,296.34
MCTF CHECKING	\$ 7,297.10	\$ 3.30	\$ -	\$ 7,300.40
DDM CHECKING	\$ 2,053.29	\$ 0.93	\$ -	\$ 2,054.22
CHILD SAFETY-SZ	\$ 12,482.08	\$ 8.46	\$ -	\$ 12,490.54
ANIMAL SHELTER	\$ 35,324.95	\$ 31.86	\$ 275.10	\$ 35,081.71
HOTEL/MOTEL CHCK	\$ 81,206.74	\$ 110.13	\$ -	\$ 81,316.87
PEG FEES SUDDNL	\$ 4,582.61	\$ 2.07	\$ -	\$ 4,584.68
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
CYPRESS CD 02-1059	\$ 126,304.58			\$ 126,304.58
4.50% 2/8/2024				
CYPRESS CD 02-1060	\$ 126,322.45		\$ -	\$ 126,322.45
4.60% 8/8/2024				
CYPRESS CD 02-1061	\$ 126,259.88		\$ -	\$ 126,259.88
4.25% 2/8/2025				
CYPRESS CD 01-1037	\$ 126,259.88		\$ -	\$ 126,259.88
4.25% 2/8/2025				
CYPRESS CD 01-1040	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
5.00% 4/19/2024				
CYPRESS CD 01-1041	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
4.80% 10/18/2024				
CYPRESS CD 02-1062	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
5.00% 04/19/2024				
CYPRESS CD 02-1063	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
4.80% 10/18/2024				
TX HERITAGE 02-1036	\$ 55,344.53	\$ 34.12	\$ -	\$ 55,378.65
.75% 6/9/23				
TX HERITAGE 02-1034	\$ 60,375.85	\$ 37.22	\$ -	\$ 60,413.07
.75% 6/9/23				
TexSTAR-01-1080	\$ 487,257.37	\$ 2,088.67	\$ -	\$ 489,346.04
YIELD- 5.06%				
TexSTAR-02-1080	\$ 364,601.92	\$ 1,562.90		\$ 366,164.82
YIELD- 5.06%				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 100.00	\$ 18,150.00	\$ 18,150.00	\$ 100.00
TX HRTG C.O.B. # 2984	\$ 100.00			\$ 100.00
TX HRTG C.O.B. # 2976	\$ 100.00	\$ -	\$ -	\$ 100.00
GRAND TOTAL	\$ 3,634,697.61	\$ 261,828.46	\$ 295,496.84	\$ 3,601,029.23

** Note- ARPA FUNDS ARE IN CONSOLIDATED ACCOUNT - \$379,246.63

REVENUE ACTUAL vs. BUDGET YTD 31-May-23 2022-2023

G/L Code	Account	YTD Actual	Budget	Remaining \$	Used %	Remaining %
1	General Revenue	\$1,552,638.16	\$2,360,481.00	\$807,842.84	65.78%	34.22%
2	Water/Sewer	\$742,437.70	\$1,441,428.00	\$698,990.30	51.51%	48.49%
Total		\$2,295,075.86	\$3,801,909.00	\$1,506,833.14	58.64%	41.36%

EXPENSES ACTUAL vs. BUDGET YTD

31-May-23

2022-2023

G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %	Used %
101	Legislative	\$23,505.95	\$26,743.00		\$3,237.05	12.10%
110	Administration	\$39,010.73	\$55,792.00		\$16,781.27	30.08%
111	General Office	\$33,959.35	\$48,822.00		\$14,862.65	30.44%
113	Finance	\$44,352.17	\$81,428.00		\$37,075.83	45.53%
120	Library	\$49,895.67	\$84,586.00		\$34,690.33	41.01%
201	Judicial	\$43,306.20	\$67,870.00		\$24,563.80	36.19%
202	Police Department	\$370,558.12	\$582,537.00		\$211,978.88	36.39%
203	Code Enforcement	\$16,341.40	\$21,399.00		\$5,057.60	23.63%
204	Fire Department	\$132,516.36	\$403,260.00		\$270,743.64	67.14%
205	Animal Shelter	\$98,317.19	\$136,110.00		\$37,792.81	27.77%
301	Streets	\$426,971.65	\$780,646.00		\$353,674.35	45.31%
401	Sanitation	\$248,039.77	\$357,251.00		\$109,211.23	30.57%
602	City Park	\$3,086.93	\$6,298.00		\$3,211.07	50.99%
601	Water	\$564,491.15	\$674,642.00		\$110,150.85	16.33%
608	Sewer	\$292,364.49	\$474,028.00		\$181,663.51	38.32%
Total		\$2,386,717.13	\$3,801,412.00	\$1,414,694.87	35.45%	64.55%

RURAL BUSINESS ENTERPRISE GRANT
May 1, 2023

Name	LOAN DATE	Loan Matures	Loan Amount	Payment Amount	Delinquent	BALANCE
Richard Chapman	12/2/2011	12/1/2015	\$ 19,566.31	\$ 300.00		\$ 1,056.36 Paid \$300 on 10/9/22
Chris Smith	10/16/2015	11/25/2025	\$ 32,000.00	\$ 301.66		\$ 9,047.27
Beverly Miller & Kaden Miller	10/13/2017	11/1/2027	\$ 35,000.00	\$ 329.00		\$ 16,580.38
Chris Smith-TexSTAR Properties	1/1/2019	1/1/2029	\$ 75,000.00	\$ 708.00		\$ 45,343.53
Chris Smith-TexSTAR Properties #2	7/27/2021	7/27/2031	\$ 76,884.00	\$ 724.78		\$ 65,365.59
Austin Luxury Realty	10/15/2021	10/15/2031	\$ 43,000.00	\$ 405.00		\$ 36,802.49
Morris Pharmacy Sean Family Realty	2/15/2022	2/15/2032	\$ 80,000.00	\$ 754.16		\$ 69,638.84
Marty Walker Realty	8/24/2022	8/24/2032	\$ 75,000.00	\$ 707.02		\$ 70,531.58
Start2Finish	12/1/2022	12/1/2027	\$ 35,000.00	\$ 621.16		\$ 32,247.33
			<u>\$ 471,450.31</u>			<u>\$ 346,613.37</u>
RBEG Balance as of 5/31/2023						
			\$ 185,372.88			
Beverly Austin EDC- Bastrop Travel Expenses			\$ 623.63			
			\$ 184,749.25			

**CITY OF DAINGERFEILD
SALES TAX**

	2022-2023	2021 - 2022	2020 - 2021	2019 - 2020	2018 - 2019	2017 - 2018	2016 - 2017	2015-2016	2014-2015
OCT	\$ 48,112.35	\$ 51,443.59	\$ 41,142.45	\$ 34,761.49	\$ 35,300.59	\$ 36,337.88	\$ 35,441.70	\$ 31,704.23	\$ 29,975.70
NOV	\$ 45,806.14	\$ 46,197.98	\$ 35,612.60	\$ 31,359.30	\$ 33,270.36	\$ 33,577.76	\$ 39,876.78	\$ 33,968.53	\$ 39,130.38
DEC	\$ 50,182.69	\$ 42,117.81	\$ 37,318.54	\$ 34,762.48	\$ 34,702.95	\$ 36,175.21	\$ 35,973.52	\$ 34,089.97	\$ 32,791.01
JAN	\$ 66,134.84	\$ 66,649.73	\$ 48,088.61	\$ 42,764.34	\$ 39,807.70	\$ 37,709.62	\$ 34,861.36	\$ 31,676.77	\$ 32,230.22
FEB	\$ 52,483.27	\$ 47,851.50	\$ 39,490.77	\$ 34,291.95	\$ 31,283.74	\$ 35,127.25	\$ 46,094.85	\$ 64,074.18	\$ 45,917.05
MAR	\$ 48,145.56	\$ 41,993.69	\$ 36,435.54	\$ 31,536.80	\$ 34,701.53	\$ 31,673.08	\$ 34,438.07	\$ 27,272.25	\$ 30,383.44
APRIL	\$ 57,440.64	\$ 63,486.11	\$ 53,557.35	\$ 41,293.43	\$ 35,680.32	\$ 39,677.01	\$ 31,459.64	\$ 34,548.22	\$ 30,129.50
MAY		\$ 44,380.90	\$ 48,081.93	\$ 44,606.19	\$ 34,907.70	\$ 32,406.71	\$ 41,223.85	\$ 56,468.45	\$ 39,771.67
JUNE		\$ 44,395.41	\$ 44,089.79	\$ 39,446.15	\$ 33,957.00	\$ 36,456.88	\$ 34,687.58	\$ 31,820.67	\$ 35,933.95
JULY		\$ 53,757.11	\$ 50,913.19	\$ 46,885.21	\$ 40,559.24	\$ 37,165.13	\$ 37,155.79	\$ 36,660.64	\$ 31,903.30
AUG		\$ 50,099.53	\$ 45,473.20	\$ 45,864.91	\$ 40,854.16	\$ 31,930.61	\$ 41,511.29	\$ 50,345.73	\$ 41,905.38
SEPT.		\$ 47,786.30	\$ 43,148.35	\$ 36,962.28	\$ 31,329.20	\$ 31,432.68	\$ 32,602.90	\$ 39,033.77	\$ 32,054.50
	\$ 368,305.49	\$ 600,159.66	\$ 523,352.32	\$ 464,534.53	\$ 426,354.49	\$ 419,669.82	\$ 445,327.33	\$ 471,663.41	\$ 422,126.10