

AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, January 12, 2026, 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. **Presentation**

Information report only, no action to be taken

- A. Presentation of the Audit for Fiscal Year 2024-2025 by Mike Ward, C.P.A

5. **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 December 8, 2025.**

6. **Business**

Discuss, Consider, and Possibly Take Action Regarding:

- A. Deliberate and Take from the Table Agenda Item to Discuss and consider selection and appointment of a City Attorney and Municipal Court Prosecutor, including consideration of engaging either (1) Denton Navarro Rodriguez Bernal Santee & Zech, P.C., or (2) Hyde Kelley LLP, and authorizing the execution of the associated engagement agreement and related resolution.
- B. Discuss and consider selection and appointment of a City Attorney and Municipal Court Prosecutor, including consideration of engaging either (1) Denton Navarro Rodriguez Bernal Santee & Zech, P.C., or (2) Hyde Kelley LLP, and authorizing the execution of the associated engagement agreement and related resolution.
- C. Discuss and take possible action to approve a Planning Services Engagement Letter with Denton Navarro Rodriguez Bernal Santee & Zech, P.C. for professional planning and development-related services, and authorize the City Manager to execute the agreement and utilize such services on an as-needed basis.
- D. Deliberate and Take from the Table Agenda Item on Request by Taylor Baumgardner with Summit Location on behalf of Keith and Mica West to Extend a Variance Allowing Installation of a free-standing billboard located at 1015 Linda Drive
- E. Deliberate and Act on Request by Taylor Baumgardner with Summit Location on behalf of Keith and Mica West to Extend a Variance Allowing Installation of a free-standing billboard located at 1015 Linda Drive
- F. Deliberate and Take from the Table Agenda Item on Request by Taylor Baumgardner with Summit Location on behalf of Jose Benitez to Extend a Variance Allowing Installation of a free-standing billboard located at 1016 Linda Drive
- G. Deliberate and Act on Request by Taylor Baumgardner with Summit Location on behalf of Jose Benitez to Extend a Variance Allowing Installation of a free-standing billboard located at 1016 Linda Drive
- H. Deliberate and Act to approve Budget Amendment Resolution 01122026-01.
- I. Deliberate and Act on a Resolution to Approve Submission of a Grant Application for the Daingerfield Police Department Fleet Emergency Project to the Office of the Governor.
- J. Deliberate and possibly act to approve the purchase of a fire department vehicle through a cooperative purchasing program, utilizing grant funds and required City matching and/or supplemental funds, selecting First-IN Public Safety Solutions in the amount of \$316,796.00, and authorize the City Manager to execute all necessary grant and purchase documents.
- K. Deliberate, and Possibly Act on Resolution Regarding a Finance Contract for the Purpose of Procuring a Fire Truck.

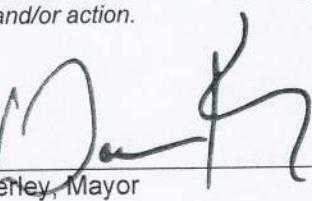
7. **Monthly Departmental Reports:** *Informational reports only, no action to be taken:*

- A. Animal Shelter, Code Enforcement, EMS, Fire, Library, Municipal court, Police, Public Works
- B. Financial
- C. City Manager

AGENDA

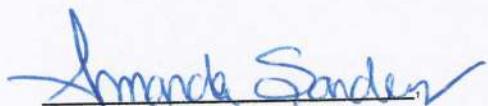
- i. Annual Report, Projects, Economic Development, Code Enforcement, 2026 Ongoing Priorities
- 8. **Monthly Boards and Commissions Minutes:** *Informational reports only; no action to be taken:*
 - A. Northeast Texas Municipal Water District
 - B. Morris County Appraisal District
- 9. **Adjournment.**

Note: This meeting shall be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the City Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071, and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), and/or §551.087 (Economic Development). All items listed above are eligible for Council discussion and/or action.



Wade Kerley, Mayor

I, Amanda Sanders, certify that the above notice of meeting was posted in a public place before 4:30 p.m. on Tuesday, January 6, 2026.



Amanda Sanders

Amanda Sanders, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES

January 12, 2026

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. Presentation

Information report only, no action to be taken

Presentation of the Audit for Fiscal Year 2024-2025 by Mike Ward, C.P.A- Mr. Ward will present the audit for FY 24-25 and answer any questions.

5. 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 December 8, 2025. Draft of the Minutes can be found on pages 8-12 of your packets.

6. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. Deliberate and Take from the Table Agenda Item to Discuss and consider selection and appointment of a City Attorney and Municipal Court Prosecutor, including consideration of engaging either (1) Denton Navarro Rodriguez Bernal Santee & Zech, P.C., or (2) Hyde Kelley LLP, and authorizing the execution of the associated engagement agreement and related resolution.
- B. Discuss and consider selection and appointment of a City Attorney and Municipal Court Prosecutor, including consideration of engaging either (1) Denton Navarro Rodriguez Bernal Santee & Zech, P.C., or (2) Hyde Kelley LLP, and authorizing the execution of the associated engagement agreement and related resolution: The City Council will review qualifications and proposals from Denton Navarro Rodriguez Bernal Santee & Zech, P.C. and Hyde Kelley LLP for City Attorney services, Municipal Court Prosecutor services, and related legal counsel. Council may select one of the firms, approve the related appointment resolution, and authorize execution of the engagement agreement. Qualifications, proposals and resolutions on pages 13-43. Staff will give their recommendations based on the proposals received, firm materials submitted, references and follow-up discussion with both candidate firms.
- C. Discuss and take possible action to approve a Planning Services Engagement Letter with Denton Navarro Rodriguez Bernal Santee & Zech, P.C. for professional planning and development-related services, and authorize the City Manager to execute the agreement and utilize such services on an as-needed basis: This item authorizes the City to engage Denton Navarro Rodriguez Bernal Santee & Zech, P.C. to provide non-legal professional planning services, including development review, zoning and land-use consultation, ordinance and policy review, and related planning support, under a separate Planning Services Engagement Letter and rate schedule. Services will be used on an as-needed basis, with larger special projects to be brought back to Council for separate approval if required. Bio of planning team and engagement Letter is on page 44-47.

- D. Deliberate and Take from the Table Agenda Item on Request by Taylor Baumgardner with Summit Location on behalf of Keith and Mica West to Extend a Variance Allowing Installation of a free-standing billboard located at 1015 Linda Drive:
- E. Deliberate and Act on Request by Taylor Baumgardner with Summit Location on behalf of Keith and Mica West to Extend a Variance Allowing Installation of a free-standing billboard located at 1015 Linda Drive: Application packet on pages 48-54. Representatives from Summit Locations will be present at the meeting. Staff Report on Pages 55-58.
- F. Deliberate and Take from the Table Agenda Item on Request by Taylor Baumgardner with Summit Location on behalf of Jose Benitez to Extend a Variance Allowing Installation of a free-standing billboard located at 1016 Linda Drive:
- G. Deliberate and Act on Request by Taylor Baumgardner with Summit Location on behalf of Jose Benitez to Extend a Variance Allowing Installation of a free-standing billboard located at 1016 Linda Drive: Application packet on pages 59-65. Representatives from Summit Locations will be present at the meeting.
- H. Deliberate and Act to approve Budget Amendment Resolution 01122026-03.- Budget Amendment on page 66 of your packet.
- I. Deliberate and Act on a Resolution to Approve Submission of a Grant Application for the Daingerfield Police Department Fleet Emergency Project to the Office of the Governor: Resolution on page 67.
- J. Deliberate and possibly act to approve the purchase of a fire department vehicle through a cooperative purchasing program, utilizing grant funds and required City matching and/or supplemental funds, selecting First-IN Public Safety Solutions in the amount of \$316,796.00, and authorize the City Manager to execute all necessary grant and purchase documents. The City is eligible to purchase vehicles and equipment through approved cooperative purchasing programs in accordance with Texas Local Government Code Chapter 271, Subchapter F. Cooperative purchasing allows the City to utilize pre-bid contracts awarded through a competitive procurement process, eliminating the need for a separate city bid and ensuring compliance with state purchasing laws. Staff is recommending approval to purchase a fire department vehicle through HGACBuy, at the price quoted to the City. Funding for this purchase will be paid from a grant (\$265,000) and city resources of (\$51,795). Staff summary on page 68, First-In proposal on page 69-76.
- K. Deliberate, and Possibly Act on Resolution Regarding a Finance Contract for the Purpose of Procuring a Fire Truck: The quoted options from Government Capital and resolution is on pages 77-78. Grant and Financing breakdown is on page 79.

- 7. Monthly Departmental Reports: *Informational reports only; no action to be taken:*
 - A. Animal Shelter, Code Enforcement, EMS, Fire, Library, Municipal court, Police, Public Works: Monthly Reports are on pages 80 through 102.
 - B. Financial: Located on pages 103 -108
 - C. City Manager: Located on page 5-7
- 8. Monthly Boards and Commissions Minutes: *Informational reports only; no action to be taken:*
 - A. Northeast Texas Municipal Water District – Located on pages 109-110
 - B. Morris County Appraisal District-Selection of Appraisal District Directors Letter on page 111
- 9. Adjournment



City Manager's Annual Report

The following report summarizes major projects, financial initiatives, operational actions, and department activities undertaken by the City during the 2025 reporting period.

Major Infrastructure & Capital Project Progress

Water & Wastewater System Improvements

Significant construction and rehabilitation activity occurred across the utilities system, including:

- Collection System Rehabilitation — installation of gravity and force mains along Hwy 259
- Sanitary Sewer System Rehabilitation — WWTP upgrades including clarifier replacement, oxidation ditch improvements, sludge pump station, pump station upgrades, and dewatering press installation
- West Lift Station Project — project nearing close-out with new force main in place
- Valve & Chlorine System Project — chlorine booster installed on west side to stabilize residuals and support lifting of boil-water notice
- Temporary free-chlorine conversion — improved operational stability, reduced flushing, and lower water loss

Water Tower Project

- Notice to Proceed issued — July 14, 2025, start date
- Two-year construction schedule through July 2027
- Mobilization and utility coordination underway

Street, Easement & Phase Planning

- Carpenter Street Rehabilitation shifted to Phase II for future scheduling
- Easement negotiations initiated for West Lift Station property.

Grant, Loan & Financial Activity

Key funding milestones during the period:

- Closed a **\$3.81M TWDB loan/grant**, contributing to **\$17.66M total TWDB funding**, including **\$10.5M+ in loan forgiveness**
- FEMA reimbursement received — **\$26,013.24** for storm-related damages
- Remaining 25% reimbursement in progress with TDEM
- HMGP generator funding under review due to FEMA engineering allocation changes
- DEDC submitted **regional EDA planning grant application**





Future TWDB phases are now in planning for additional system rehabilitation.

Economic & Community Development

Daingerfield 259 Travel Center (Travel Center)

City actions included:

- Coordination of traffic study results with TxDOT
- Roadway improvement review and plan-comment process
- Reinvestment zone and abatement application preparation

Developers are currently awaiting TxDOT design review responses. City staff remains engaged and supportive of project advancement.

Parks, Facilities & Community Assets

Significant quality-of-life projects completed:

- Irvin Ballpark restroom remodel
- Dugout reconstruction through business sponsorships
- **Home Depot Foundation Grant — \$12,300**
- Community volunteer workday — full bleacher restoration and structural/maintenance enhancements

Public Safety & Department Operations

Police Department

- Officer commendation issued for felony burglary apprehension response
- Department retention & staffing strategy workshop held
 - FTEP update priorities
 - Supervisory training needs
 - FTO/specialty stipend review
 - Wellness & mental-health support initiatives
- Internal assignment realignments to improve operational fit

Recruitment continues for remaining patrol vacancies.

Fire Department

- Grant-funded apparatus procurement initiated





- Specifications completed & bids received
- Vendor evaluation underway pending Council action

Code Enforcement & Property Standards

Progress reported in:

- Abatement case review and hearing scheduling
- Cleanup-phase properties prepared for Council consideration
- Demolition-phase cases under continued inspection

Voluntary compliance continues to be pursued when feasible.

Administrative & Governance Actions

- Implementation of **HB 1522** agenda posting & budget transparency requirements
- Monitoring of statewide constitutional tax propositions for FY26 revenue impact
- Transition to **Bryan IT** as new technology services provider
- Regional appointment coordination for:
 - Morris County Appraisal District
 - NETMWD Board vacancy announcement

These actions improved compliance, transparency, and operational support.

Professional Development

- Completion of Certified Public Manager program and capstone research on EDC development
- Attendance at TML Economic Development Conference (strategic planning, policy trends, recruitment best practices)

2026 Outlook & Ongoing Priorities

Key priorities moving forward include:

- Execution of TWDB-funded construction phases
- Continued water & wastewater rehabilitation
- Lift station and utilities reliability projects
- Travel Center project coordination with TxDOT & developer team
- Fire apparatus procurement completion
- Expanded code enforcement action cycle
- Continued community facility & park improvement effort



CITY OF DAINGERFIELD

Regular Session – December 8, 2025

Meeting Minutes

Call to Order

Mayor Wade Kerley called the City Council meeting for the City of Daingerfield to order at 6:00 PM on Monday, December 8, 2025, at the Daingerfield Volunteer Fire Department located at 823 W.W.M. Watson Blvd.

Council Present:

Mayor Wade Kerley, Council Member Vicki Smith, Mayor Pro Tem Jessie Ayers, Council Member David Hood, Council Member Ben Ramirez and Council Member Bob Thorne.

Council Absent:

City Staff Present:

City Manager Michelle Jones, City Secretary/Finance Director Amanda Sanders, Fire Chief-Jimmy Cornelius, Assistant Fire Chief Travis Miller, Police Chief Tracey Climer, Code Officer Carrie Kirkland

Others Present:

Taylor Hackemack-Daingerfield State Park, Paul Bastien- Summit Location, Chuck Clemens, Bev Brown, Bill Brown

Call to Order

Mayor Wade Kerley called the meeting to order at **6:00 PM**.

Invocation, Pledge of Allegiance, and Texas Pledge

Led by Mayor Wade Kerley

Public Comments

Bill Brown – Spoke on Substandard and Dangerous Structures around town.

Public Hearing

Mayor Wade Kerley Opened the Public Hearings for Substandard and Dangerous Structures at 6:04 pm

- A. 600 Ochiltree Street – Staff presented recommendation for property
- B. 907 Linda Drive – Staff presented recommendation for property
- C. 408 Lindsey Street – Staff presented recommendation for property
- D. 208 Peak Street – Staff presented recommendation for property
- E. 508 Taylor Street - Staff presented recommendation for property

F. 919 Carpenter Street – Staff presented recommendation for property

There being no one present to speak at the public hearing, Mayor Kerley closed the public hearing at 6:29 p.m.

Consent Agenda

A. Approval of minutes of November 10, 2025, regular meeting.

Motion made by: Mr. Ramirez to approve minutes as presented.

Seconded by: Mrs. Smith

All voted for / Motion carried.

Business – Discuss, Consider, and Possibly Take Action Regarding:

A. Resolution 12082025-01 declaring the structure located at 600 Ochiltree Street to be a substandard and dangerous structure, ordering its demolition and full abatement, establishing deadlines for compliance, and authorizing City staff to take all necessary actions to carry out the Council's order

Motion made by: Mr. Thorne to approve resolution 12082025-01 and abatement order as presented.

Seconded by: Mr. Ramirez

All voted for / Motion carried.

B. Resolution 12082025-02 declaring the structure located at 907 Linda Drive to be a substandard and dangerous structure, ordering its demolition and full abatement, establishing deadlines for compliance, and authorizing City staff to take all necessary actions to carry out the Council's order

Motion made by: Mr. Ayers to approve resolution 12082025-02 and abatement order as presented.

Seconded by: Mrs. Smith

All voted for / Motion carried.

C. Resolution 12082025-03 declaring the structure located at 408 Lindsey Street to be a substandard and dangerous structure, ordering its demolition and full abatement, establishing deadlines for compliance, and authorizing City staff to take all necessary actions to carry out the Council's order

Motion made by: Mrs. Smith to approve resolution 12082025-03 and abatement order as presented.

Seconded by: Mr. Thorne

All voted for / Motion carried.

D. Resolution 12082025-04 declaring the structure located at 208 Peak Street to be a substandard and dangerous structure, ordering its demolition and full abatement, establishing deadlines for compliance, and authorizing City staff to take all necessary actions to carry out the Council's order

Motion made by: Mr. Hood to approve resolution 12082025-04 and abatement order as presented.

Seconded by: Mrs. Smith

All voted for / Motion carried.

E. Resolution 12082025-05 declaring the structure located at 508 Taylor Street to be a substandard and dangerous structure, ordering its demolition and full abatement, establishing deadlines for compliance, and authorizing City staff to take all necessary actions to carry out the Council's order

Motion made by: Mr. Ayers to approve resolution 12082025-05 and abatement order as presented.

Seconded by: Mrs. Smith

All voted for / Motion carried.

F. Resolution 12082025-06 declaring the structure located at 919 Carpenter Street to be a substandard and dangerous structure, ordering its demolition and full abatement, establishing deadlines for compliance, and authorizing City staff to take all necessary actions to carry out the Council's order

Motion made by: Mrs. Smith to approve resolution 12082025-06 and abatement order as presented.

Seconded by: Mr. Thorne

All voted for / Motion carried.

G. Request by Taylor Baumgardner with Summit Location on behalf of Keith and Mica West to Extend a Variance Allowing Installation of a free-standing billboard located at 1015 Linda Drive

Motion made by: Mrs. Smith to Table for January's meeting for additional information.

Seconded by: Mr. Thorne

Mrs. Smith, Mr. Ayers, Mr. Ramirez and Mr. Thorne voted for / Motion carried.

Mr. Hood Opposed

H. Request by Taylor Baumgardner with Summit Location on behalf of Jose Benitez to Extend a Variance Allowing Installation of a free-standing billboard located at 1016 Linda Drive

Motion made by: Mr. Ayers to Table for January's meeting for additional information.

Seconded by: Mrs. Smith

Mrs. Smith, Mr. Ayers, Mr. Ramirez and Mr. Thorne voted for / Motion carried.

Mr. Hood Opposed

I. Action regarding potential regulations for outdoor tire storage, including screening and fencing requirements for tire shops and direction to staff

Motion made by: Mrs. Smith to have an ordinance brought back in January regulating outdoor tire storage

Seconded by: Mr. Hood

All voted for / Motion carried.

J. Acknowledge the resignation of Economic Development Board Member Chris Smith

Motion made by: Mr. Thorne to acknowledge Chris Smith's Resignation from Daingerfield Economic Development Board.

Seconded by: Mrs. Smith

All voted for / Motion carried.

K. Resolution 12082026-07 Engaging Hyde Kelley LLP to Provide Legal Services to the City, Designating George Hyde as City Attorney and Assistant City Attorneys from Hyde Kelley LLP

Motion made by: Mr. Hood to Table for January's Meeting for further information

Seconded by: Mr. Ayers

All voted for / Motion carried.

Monthly Departmental Reports

Informational only no action

A. Department Reports: Animal Shelter, Code Enforcement, EMS, Fire, Library, Municipal Court, Police, Public Works

B. Financial Report

C. City Manager's Report

Monthly Boards and Commissions Minutes

Informational only no action

- A. Northeast Texas Municipal Water District
- B. Daingerfield Economic Development
- C. Notice of Possible Approval of Tax Abatement-Commissioner's Court

Adjournment

There being no further business, Mayor Kerley asked for a motion to adjourn.

Motion made by: Mr. Ayers to adjourn

Seconded by: Mr. Ramirez

All voted for / Motion carried.

The meeting was adjourned at **7:19 PM.**

Wade Kerley, Mayor

ATTEST:

Amanda Sanders, City Secretary

Firm Description

Denton Navarro Rodriguez Bernal Santee & Zech, P.C. (“DNRBS&Z”) was organized in 1990 and offers a full-service municipal law firm team. Our practice, by design, is limited to the representation of public entities and officials. With respect to specific circumstances, our law firm can handle most any issue which may arise for a city without the need to hire additional outside counsel. All shareholders and partners and most of our associates have served as city attorneys, assistant city attorneys, or assistant county attorneys in the public sector and, as a result, understand that our services are paid from tax dollars and that the Council and Mayor are accountable to the citizens for the expenditure of those funds. As such, we strive to provide the best all-around legal services for the price. DNRBS&Z holds merit certification in municipal law from the Texas City Attorneys Association.

Denton Navarro Rodriguez Bernal Santee & Zech, P.C. represents local government, city officials and their staff as city attorneys, general counsel, special legal counsel, litigators, and labor negotiators in all areas of the law. The Firm is organized into four practice sections: City Attorney/General Counsel Services, Special Counsel Services, Litigation Defense, and Labor Negotiations.

Our firm structure enables us to offer a customized service to cities in need with infinite possibilities, as every attorney in our firm has experience in multiple practice areas. Our legal team works collaboratively to give you the best of who we are and what we have to offer. Our approach to providing legal services ensures that you have access to the attorney on our legal team with the most appropriate experience to meet your needs. Our responsiveness to our clientele is validated every day by every lawyer and legal professional at Denton Navarro Rodriguez Bernal Santee & Zech, P.C., and our philosophy of providing our clients with the most experienced and best prepared attorneys in the municipal field means that no other firm practicing in the field of municipal law can match the combined general counsel, city attorney, and litigation experience that the lawyers in our firm possess.

Biographical information and resumes are provided for all lawyers and planners.

Professional Biographies



Lowell F. Denton, the Founding Shareholder, established the Firm in 1987. He is Board Certified in Civil Trial Law by the Texas Board of Legal Specialization. Mr. Denton earned his Bachelor of Arts from Baylor University in 1976 and Juris Doctor from Baylor University School of Law in 1978. He was admitted to the State Bar of Texas in 1978. Mr. Denton is experienced in local government and municipal law, with expertise in civil litigation, land use, civil rights (including police and employee litigation), public sector labor negotiations, civil service, First Amendment violations, voting rights issues, and religious freedom claims. He is admitted to practice before the United States Supreme Court, Texas Supreme Court, United States Court of Appeals for the Fifth Circuit, and the United States District Courts for the Western, Southern, and Eastern Districts of Texas. Mr. Denton has been recognized as a Texas Super Lawyer each year since 2008 for Government, Cities, Municipalities, Employment, and Labor.



Ricardo J. Navarro is a Shareholder who joined the Firm in 1991. He earned his Bachelor of Arts from the University of Texas at Austin in 1978 and his Juris Doctor from the University of Texas School of Law in 1984. Mr. Navarro was admitted to the State Bar of Texas in 1985. He is experienced in local government and municipal law, with expertise in civil litigation in state and federal courts, labor and employment law, municipal and county civil service law and practice, public sector labor negotiations, and general counsel representation of local government entities. Mr. Navarro is admitted to practice before the United States Supreme Court, Texas Supreme Court, the United States Court of Appeals for the Fifth Circuit, and the United States District Courts for the Western and Southern Districts of Texas.



Patrick C. Bernal is a Shareholder who joined the Firm in 1991. He earned his Bachelor of Arts from Texas A&M University in 1979, his Master of Public Affairs from the University of Texas at Austin in 1983, and his Juris Doctor from the University of Texas School of Law in 1983. Mr. Bernal was admitted to the State Bar of Texas in 1983. He is experienced in local government and municipal law, with expertise in state and federal litigation matters, employment law, land use, annexation, flooding, civil rights, First Amendment violations, torts, contracts, personal injury, and property damage claims. Mr. Bernal is admitted to practice before the Texas Supreme Court, United States Court of Appeals for the Fifth Circuit, and the United States District Courts for the Western and Southern Districts of Texas.



Charles E. Zech is a Shareholder who joined the Firm in 2006. He earned his Bachelor of Business Administration from Southwest Texas State University in 1995, Juris Doctor from St. Mary's School of Law in 1998, and Master of Public Administration from Texas State University in 2008. Mr. Zech was admitted to the State Bar of Texas in 1998. He is experienced in local government and municipal law, the Texas Public Information Act, the Open Meetings Act, and ordinance and resolution drafting, with expertise in interpreting, defending, reviewing, and analyzing charters, municipal land use, contracts, and Chapter 380 Economic Development Agreements. Mr. Zech is admitted to practice before the Texas Supreme Court and the United States District Courts for the Western and Northern Districts of Texas.



Clarissa M. Rodriguez is a Shareholder who joined the Firm in 2008. She earned her Bachelor of Arts in Speech Communication from Texas A&M University in 1998, her Master of Public Administration from the University of Texas at San Antonio in 2001, and her Juris Doctor from Drake University School of Law in 2006. Ms. Rodriguez was admitted to the State Bar of Texas in 2006. She is experienced in local government and municipal law, the Texas Public Information Act, the Open Meetings Act, ordinance and resolution drafting, and municipal prosecution, with expertise in civil litigation, First Amendment violations, employment issues, land use, municipal infrastructure issues, premises liability, personal injury, and constitutional violations. Ms. Rodriguez is admitted to practice before the United States Supreme Court, Texas Supreme Court, United States Court of Appeals for the Fifth Circuit, and the United States District Courts for the Western and Southern Districts of Texas.



T. Daniel Santee, II is a Shareholder who joined the Firm in 2015. He earned his Bachelor of Arts in Psychology from Baylor University in 1991 and his Juris Doctor from St. Mary's University School of Law in 1994. Mr. Santee was admitted to the State Bar of Texas in 1995. He is experienced in local government and municipal law, the Texas Public Information Act, the Open Meetings Act, ordinance and resolution drafting, and municipal prosecution, with expertise in land use, ordinance and code provisions, and economic development performance agreements. Mr. Santee is admitted to practice before the United States District Court for the Northern District of Texas. He holds merit certification for distinguished service in municipal law.



Robert L. Drinkard is a Shareholder who joined the Firm in 2002. He earned his Bachelor of Arts from the University of Texas at Austin in 1995 and his Juris Doctor from the University of Texas School of Law at Austin in 1998. Mr. Drinkard was admitted to the State Bar of Texas in 1998. He is experienced in representing governmental entities and public officials in constitutional claims, civil rights, employment law, deceptive trade practices, planning and zoning, and torts. Mr. Drinkard is admitted to practice before the Texas Supreme Court, the United States Court of Appeals for the Fifth Circuit, and the United States District Courts for the Western and Southern Districts of Texas.



Rebecca S. Hayward is a Shareholder who joined the Firm in 2011. She is Board Certified in Labor and Employment Law. Mrs. Hayward earned her Bachelor of Arts from Texas A&M International University in Laredo, Texas in 2008 and her Juris Doctor from Ave Maria School of Law in Naples, Florida in 2011. She was admitted to the State Bar of Texas in 2012. Mrs. Hayward is experienced in local government and municipal law and has expertise in civil litigation, labor and employment law, public sector labor negotiations, and municipal prosecution. She is admitted to practice before the United States Court of Appeals for the Fifth Circuit and the United States District Courts for the Western and Southern Districts of Texas.



Allison A. Bastian-Rodriguez is a Partner who joined the Firm in 2018. She is Board Certified in Commercial Real Estate Law. Ms. Bastian-Rodriguez earned a Bachelor of Fine Arts in Visual Communication from the University of Oklahoma in 1994 and her Juris Doctor from Oklahoma City University in 2007. She was admitted to the State Bar of Texas in 2007. Ms. Bastian-Rodriguez is experienced in local government and municipal law, the Texas Public Information Act, the Open Meetings Act, ordinance and resolution drafting, and municipal prosecution, with expertise in real estate transactions, regulation of land use, election law, and contracts for municipalities and governmental entities. She is admitted to practice before the Texas Supreme Court.



Kelly R. Albin is a Partner who joined the Firm in 2022. She earned her Bachelor of Arts from the University of California at San Diego in 2007 and her Juris Doctor from Texas A&M University in Fort Worth in 2013. Ms. Albin was admitted to the State Bar of Texas in 2013. She is experienced in local government and municipal law, civil litigation, public sector labor negotiations, the Texas Public Information Act, the Open Meetings Act, ordinance and resolution drafting, and municipal prosecution. Ms. Albin also has extensive experience providing legal advice related to the Americans with Disabilities Act, the Texas Whistleblower Act, and the Texas Labor Code. She is admitted to practice before the Texas Supreme Court, the United States Court of Appeals for the Fifth Circuit, and the United States District Courts for the Southern, Northern, and Eastern Districts of Texas.



Adolfo Ruiz is a Senior Associate Attorney who joined the Firm in 2018. He earned his Bachelor of Arts in Government from the University of Texas at Austin in 1980 and his Juris Doctor from the University of Texas School of Law in 1983. Mr. Ruiz was admitted to the State Bar of Texas in 1984. Mr. Ruiz is experienced in civil litigation and local government and municipal law, the Texas Public Information Act, the Open Meetings Act, ordinance and resolution drafting, and municipal prosecution, with expertise in water rights. He is admitted to practice before the United States Supreme Court, the Texas Supreme Court, the United States Court of Appeals for the Fifth Circuit, and the United States District Courts for the Western, Eastern, Northern, and Southern Districts of Texas.



John-Michael Hayward is a Senior Associate Attorney who joined the Firm in 2014. He is a veteran of the United States Marine Corps. Mr. Hayward earned his Bachelor of Science in Criminology from California State University in Fresno, California in 2008 and his Juris Doctor from Ave Maria School of Law in Naples, Florida in 2012. He was admitted to the State Bar of Texas in 2013. Mr. Hayward is experienced in civil litigation defense in State and Federal Courts involving employment and labor law, personal injury, contracts, state constitutional claims, government risk pool coverage issues, federal constitutional claims made under Section 1983, and various other claims and causes of action brought under state and federal law specific to representing governmental entities. He is admitted to practice before the United States Court of Appeals for the Fifth Circuit and the United States District Courts for the Western and Southern Districts of Texas.



Lori W. Hanson is a Senior Associate Attorney who joined the Firm in 2024. She earned her Bachelor of Liberal Arts from Texas A&M University in College Station, Texas in 1984, and her Juris Doctor from St. Mary's University School of Law in San Antonio, Texas in 1988. Ms. Hanson was admitted to the State Bar of Texas in 1988. She is experienced in labor and employment issues, civil litigation, the Texas Public Information Act, federal constitutional claims under Section 1983, Title VII, ADA, state law discrimination, and Texas Tort Claims Act civil litigation. Ms. Hanson is admitted to practice before the United States Court of Appeals for the Fifth Circuit and the United States District Courts for the Southern, Northern, and Western Districts of Texas.



Yolanda Jarmon-Morgan is a Senior Associate Attorney who joined the Firm in 2024. She earned her Bachelor of Liberal Arts from the University of Texas at Austin in 1991 and her Juris Doctor from St. Mary's University School of Law in San Antonio, Texas in 1997. Ms. Jarmon-Morgan was admitted to the State Bar of Texas in 1998. She is experienced in criminal appellate and civil litigation, including, but not limited to, litigation under Title VII, ADA, and ADEA. Ms. Jarmon-Morgan is admitted to practice before the United States Court of Appeals for the Fifth Circuit and the United States District Courts for the Southern District of Texas.



Stan O. Springerley is a Senior Associate Attorney who joined the Firm in 2024. He earned his Bachelor of Applied Arts with a Political Science major and a Business minor from the University of Texas at Tyler in 1995 and his Juris Doctor from Southern Methodist University Dedman School of Law in Dallas, Texas in 1999. Mr. Springerley was admitted to the State Bar of Texas in 1999. He is experienced in municipal law, the Texas Public Information Act, the Open Meetings Act, ordinance and resolution drafting, and municipal prosecution. Mr. Springerley is admitted to practice before the United States Supreme Court, the United States District Courts for the Eastern and Western Districts of Texas, and the United States District Courts Eastern and Western Bankruptcy Courts of Texas.



Camela J. Sandmann is a Senior Associate Attorney who joined the Firm in 2024. She earned her Bachelor of Arts in Criminal Justice in 1995, her Master of Arts in Education Psychology in 1998 from the University of Texas at San Antonio, and her Juris Doctor from the University of Baltimore School of Law in 2002. Ms. Sandmann was admitted to the State Bar of Texas in 2011. She is licensed to practice law in Texas, Maryland, and the District of Columbia. Ms. Sandmann is experienced in general counsel work, including municipal law, the Texas Public Information Act, the Open Meetings Act, ordinance and resolution drafting, municipal prosecution, and labor and employment issues. She is admitted to practice before the United States District Courts for the Southern District of Texas, the United States District Court, District of Maryland, and the District Court of Baltimore County.



Daniel C. Jones is a Senior Associate Attorney who joined the Firm in 2025. He earned his Bachelor of Arts in Political Science from the University of Southern Mississippi in Hattiesburg, Mississippi, in 1996, and his Juris Doctor from the University of Mississippi in University, Mississippi, in 2000. Mr. Jones was admitted to the State Bar of Texas in 2018. Before moving to Texas, Mr. Jones served as school board attorney, city attorney, prosecutor for small municipalities, and District Attorney for the 13th Circuit Court in Mississippi. He is experienced in local government and municipal law, the Texas Public Information Act, the Texas Open Meetings Act, government contract and procurement laws, police adviser, 1983 civil rights litigation, sexually oriented businesses, game rooms, civil litigation involving personal injury, education law, labor and employment law, economic development and tax abatement, election law, and general counsel representation of local government entities with expertise in municipal and county land use, drafting municipal charters, ordinances, regulations, and resolutions, contracts and government procurement, local and state government infrastructure issues, Chapter 380 Economic Development agreements and Chapter 387 County Assistance Districts. Furthermore, Mr. Jones has extensive experience crafting interlocal agreements with local governments for fire suppression, emergency services, emergency management, water services, and animal services.



Esther Y. Peña is a Senior Associate Attorney who joined the Firm in 2025. She earned her Bachelor of Arts in English with a Minor in History from the University of Texas–Pan American in Edinburg, Texas in 2007, and her Juris Doctor from Thurgood Marshall School of Law in Houston, Texas in 2012. Ms. Peña was admitted to the State Bar of Texas in 2013. Ms. Peña has extensive experience in local government and municipal law, including the Texas Public Information Act, the Texas Open Meetings Act, contract law and procurement, and compliance with federal and state regulations. Her experience also includes civil litigation, education law, labor and employment law, municipal and county civil service, economic development and tax abatement, election law, and general counsel representation for local governmental entities. She has particular expertise in municipal and county land use matters, the drafting and interpretation of municipal ordinances, regulations, and resolutions, and advising on local and state government infrastructure projects. Ms. Peña also has significant experience preparing and negotiating complex contracts, including Chapter 381 Economic Development Agreements.



Tate N. Saunders is a Senior Associate Attorney who joined the Firm in 2024. He earned his Bachelor of Arts in Psychology, Cum Laude from Washington & Lee University in Lexington, Virginia in 1992, and his Juris Doctor from St. Mary's University in San Antonio, Texas in 1995. Mr. Saunders was admitted to the State Bar of Texas in 1995. Mr. Saunders has extensive trial and appellate experience in criminal and civil law, including expertise in local government and municipal law, municipal prosecution, code enforcement issues, complex personal injury, family law, construction law, and criminal litigation. Mr. Saunders is admitted to practice before the Texas Supreme Court, Texas Court of Criminal Appeals, and the United States District Courts for the Northern District of Texas.



Matthew L. Grove is a Senior Associate Attorney who joined the Firm in 2025. He earned his Bachelor of Science in Political Science from Texas A&M University in College Station, Texas in 2005, and his Juris Doctor from South Texas College of Law in Houston, Texas in 2010. Mr. Grove was admitted to the State Bar of Texas in 2011. He is experienced in local government and municipal law, the Texas Public Information Act, the Texas Open Meetings Act, contract law and procurement, federal and state health law, civil litigation, education law, labor and employment law, municipal and county civil service law and practice, economic development and tax abatement, election law, intellectual property licensing, and general counsel representation of local government entities with expertise in municipal and county land use, drafting municipal and county ordinances, regulations, and resolutions, contracts and government procurement, local

and state government infrastructure issues, Chapter 381 Economic Development Agreements and Chapter 387 County Assistance Districts.



Natalie K. Thamm is an Associate Attorney who joined the Firm in 2024. She earned her Bachelor of Arts in Political Science with a History minor in 2019 and her Juris Doctor from St. Mary's University School of Law in 2022. Ms. Thamm was admitted to the State Bar of Texas in 2023. She is experienced in municipal law, municipal court prosecution, ordinance drafting, and the Texas Public Information Act.



Mustapha Nyallay is an Associate Attorney who joined the Firm in 2024. He earned his Bachelor of Science in Political Science from the University of Houston in 2017 and his Juris Doctor from George Washington University Law School in the District of Columbia in 2020. Mr. Nyallay was admitted to the State Bar of Texas in 2023. He is experienced in municipal law and specializes in litigation. Mr. Nyallay is admitted to practice before the United States District Courts for the Southern, Eastern, Western, and Northern Districts of Texas.



Corina Sanchez is an Associate Attorney who joined the Firm in 2024. She earned her Bachelor of Arts in Psychology and Criminal Justice from Angelo State University in San Angelo, Texas in 2013 and her Juris Doctor from St. Mary's University School of Law in San Antonio, Texas in 2019. Ms. Sanchez was admitted to the State Bar of Texas in 2019. She is experienced in local government and municipal law, ordinance and resolution drafting, municipal prosecution, state and federal litigation matters, personal injury, civil rights, torts, contracts, and constitutional violations, and she has expertise in criminal law. Ms. Sanchez is admitted to practice before the United States District Courts for the Western District and holds certification as a mediator for civil and family matters.



Sharon E. Sneed Hicks is "Of Counsel" and began working with the Firm in 2021. She earned her Bachelor of Agricultural Economics at Texas A&M (Cum Laude) in 1985, her Juris Doctor from the University of Texas School of Law in 1988, and attended Abilene Christian University for Civil and Family Mediation in 2016. Mrs. Hicks was admitted to the State Bar of Texas in 1988. She is experienced in general counsel matters and employment mediation. Mrs. Hicks was admitted to practice before the United States Court of Appeals for the Fifth Circuit and the United States District Court for the Northern District of Texas.



Jon C. James is a Principal Planner who joined the Firm in 2023. He has worked in city planning for almost 30 years. While most of his experience has been with Texas cities, Mr. James has also worked as a planning consultant for communities in Wisconsin and Illinois and as a transportation planner in the Oklahoma City metro. He is certified by the American Institute of Certified Planners and holds degrees from the University of Oklahoma and Wisconsin-Madison. Mr. James has served as an adjunct faculty member in the Geography Department of Texas State University–San Marcos, teaching land use planning. He has also taught Planning Commissioner training courses statewide through the Texas Chapter of the American Planning Association. Mr. James’s expertise includes comprehensive planning, land use planning, transportation planning, bicycle and pedestrian planning, development process review, community engagement, and reviewing and revising municipal development ordinances.



Amanda Padilla is a Principal Planner who joined the Firm in 2024. She brings extensive expertise in community planning services. Ms. Padilla began her planning career with the City of San Marcos as a Planning and Permit Technician while pursuing a Bachelor of Science in Urban and Regional Planning from Texas State University – San Marcos. Before this, she led Aerial and Historical Mapping efforts at Banks Environmental Data, Inc., where she was responsible for various GIS-related tasks. After earning her Urban and Regional Planning degree, Ms. Padilla advanced quickly to Senior Planner for the City of Dripping Springs, leading the Planning Department and managing various projects. She is certified by the American Institute of Certified Planners.

December 5, 2025

Michelle Jones, City Manager
City of Daingerfield
101 Linda Dr.
Daingerfield, TX 75638

Email: michelle.jones@cityofdaingerfield.com

RE: Engagement Letter – City Attorney Services

Dear City Manager Jones,

We appreciate the confidence the City has demonstrated in Denton Navarro Rodriguez Bernal Santee & Zech P.C. (the "Firm") by engaging us to provide City Attorney Legal services to the City of Daingerfield. I, Charles E. Zech, will be the supervising partner and your primary contact for this engagement.

The Firm agrees to provide legal services to the City of Daingerfield as City Attorney based on the hourly attorney rates listed herein. All time will be billed at one-tenth of an hour increment. All invoices will be sent to you as the City Manager for the City of Daingerfield unless you direct otherwise. All invoices are due on receipt and are past due after thirty (30) days and subject to interest as provided by the Texas Prompt Pay Act. We do not bill for administrative expenses other than travel, TPIA related expenses, and e-filing which will be charged "at cost" with no "mark-up" and all related mileage is charged by multiplying the actual miles traveled by the current IRS rate. We do not charge Westlaw, Lexis, or any other online research fees. Our hourly fees are as follows:

General Legal Services, hourly rates:

| | |
|-------------------------|----------------|
| Shareholders | \$240 per hour |
| Partners/Sr. Associates | \$230 per hour |
| Associates | \$220 per hour |
| Law Clerks | \$145 per hour |
| Paralegals | \$125 per hour |

Texas Public Information Act ("TPIA") Request Rates:

| | |
|--------------------------|----------------|
| Shareholder | \$255 per hour |
| Partner/Senior Associate | \$245 per hour |
| Associate | \$225 per hour |
| Law Clerk | \$175 per hour |
| Paralegal | \$130 per hour |

Direct Hire Litigation Rates including Administrative Hearings:

| | |
|--------------------------|----------------|
| Shareholder | \$450 per hour |
| Partner/Senior Associate | \$380 per hour |
| Associate | \$330 per hour |

City of Daingerfield
December 5, 2025
Page 2

| | |
|-----------|----------------|
| Law Clerk | \$255 per hour |
| Paralegal | \$180 per hour |

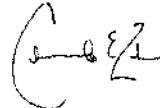
Notices

It is understood that the information exchanged between you, your representatives, and the Firm is subject to the lawyer-client relationship and is therefore both privileged and confidential. All communications and information are subject to the confidentiality provisions of Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct and Rule 503 of the Texas Rules of Evidence.

Please execute this letter in the space provided below to acknowledge our engagement and return it to our office, via email at cezech@rampagelaw.com. Please feel free to contact us regarding any questions you may have involving this letter.

I understand that time is of the essence in this matter and look forward to providing you with reliable legal analysis and advice.

Very truly yours,



CHARLES E. ZECH

CEZ/sf

APPROVED:

Michelle Jones, City Manager
City of Daingerfield

Date

RESOLUTION NO. 01122026-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD
APPOINTING THE LAW FIRM DENTON NAVARRO RODRIGUEZ BERNAL SANTEE
& ZECH, P.C. TO PROVIDE LEGAL SERVICES AS CITY ATTORNEY; APPOINTING
CHARLES E. ZECH CITY ATTORNEY; AND APPOINTING ALL ATTORNEY'S OF
THE FIRM AS ASSISTANT CITY ATTORNEYS,**

WHEREAS, the City of Daingerfield is a Home Rule City ("the "City") incorporated under the laws of the State of Texas; and

WHEREAS, the City of Daingerfield finds and determines that the law firm of Denton Navarro Rodriguez Bernal Santee & Zech, P.C. is composed of Attorneys that meet the needs and requirements of the City; and

WHEREAS, the City Council strives to provide the greatest flexibility and value to the City of Daingerfield in the provision of legal services, and believes that appointment of Denton, Navarro, Rodriguez, Bernal Santee & Zech, P.C., as Acting City Attorney for the City will allow them to do so.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City of Daingerfield and made a part hereof for all purposes and findings of fact.

Section 2. Appointment of Denton Navarro Rodriguez Bernal Santee & Zech, P.C. The City of Daingerfield City Council hereby approves of the appointment of the law firm Denton Navarro Rodriguez Bernal Santee & Zech, P.C. (the "Firm") to provide Acting City Attorney legal services to the City of Daingerfield.

Section 3. City Attorney. The City Council hereby approves of the appointment of Charles E. Zech, a shareholder in the Firm, as the Acting City Attorney for the City of Daingerfield.

Section 4. Assistant City Attorney. The City Council hereby approves of the appointment of the lawyers from the Firm as Acting Assistant City Attorneys, all of whom are authorized to represent and provide legal services to the City under the direction of the Acting City Attorney.

Section 5. Execution of Engagement Letter. The City of Daingerfield City Manager is hereby authorized to execute an engagement letter with the Firm.

PASSED AND APPROVED on this 12th day of January 2026.

Wade Kerley, Mayor



ATTORNEYS AND COUNSELORS AT LAW



INTRODUCING HYDE KELLEY LLP

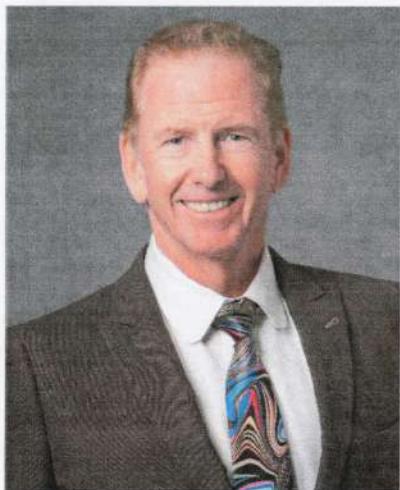


Hyde Kelley LLP was established by George Hyde and Caroline Kelley with the goal of setting a new standard among law firms offering dynamic, capable, and cost-conscious legal services. Our boutique practice is both nimble and robust, combining decades of legal experience with highly personalized service. We provide premier legal representation tailored to the specific needs and expectations of each client, particularly in the realm of government law.

Our firm is currently comprised of six attorneys, including two partners, two senior attorneys, and two associates (two vacancies). In addition, we employ a law clerk who holds a juris doctorate, two paralegals, one investigator and an IT Manager-Tech.

The Attorneys and Staff who make up our fantastic team are:

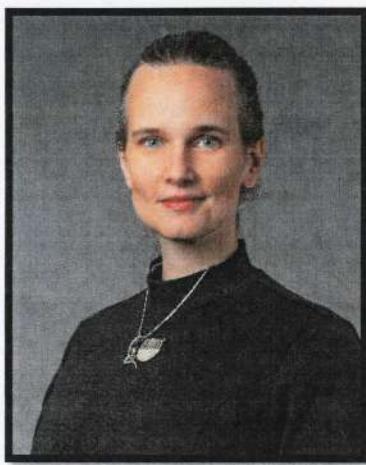
Partners



*George Hyde
Managing Partner*

*Caroline Kelley
Operations Partner*

Senior Counsel



*Matt Weston
Senior Counsel*

*Audrey Guthrie
Senior Counsel*

Associate Attorneys



Cindy Li
Associate Attorney



Lillian Goebel
Associate Attorney

Support Staff



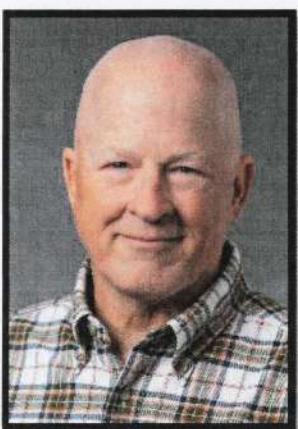
Chris Corbett
Law Clerk



Victoria Wilhelm
Paralegal



Alani Alvarez
Paralegal



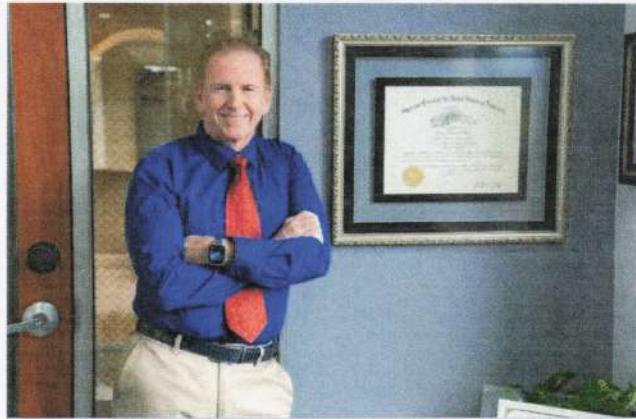
Syd Hall, Jr.
Investigator



John Buller
IT Manager-Tech

George Hyde, Managing Partner

In 1998, Mr. Hyde earned his law degree from St. Mary's University School of Law. Since then, he has served as City Attorney for numerous municipalities in State of Texas and has been formally recognized for his service through resolutions passed by several of those cities.



In 2001, Mr. Hyde joined the law firm of Denton, McKamie & Navarro in San Antonio, becoming a Partner and Shareholder in 2008. In 2011, he established the firm's Austin office, growing the Austin office to eight attorneys and staff. In 2017, he opened his own law firm, transitioned out of law enforcement after serving 23.5 years as a commissioned Peace Officer and retiring at a Police Commander of an intermediate sized department. At the time of his transition, he served as the Legal Advisor to the Chief of Police and Commander of Special Operations, Internal Affairs, Professional Standards and Training. He is proud of his key role in expanding the police force from 7 to 33 sworn officers, having policed one of the few Horse Racing and para-mutual betting facilities and managing law enforcement activities during hundreds of amphitheater concerts spanning eight (8) years. And, in the planning, construction and operation of the city's new \$13M police station.

During his legal practice in the State of Texas, Mr. Hyde served as litigation counsel representing cities across Texas for the Texas Municipal Intergovernmental Risk Pool (TMLIRP) since 2001, served as Economic Development General Counsel since 2003, supporting communities in identifying and securing major development opportunities, leading to substantial increases in jobs, economic growth, and local revenue, from projects with projected valued in the billions, to façade grant programs providing needed funding to maintain the character of small town Texas.

Mr. Hyde's trial and appellate practice include being licensed to practice in all Texas courts, including administrative and appellate courts, U.S. District Courts in Texas, the Fifth Circuit Court

of Appeals, and the U.S. Supreme Court. He has represented Cities, Counties, Economic Development Corporations and public officials in both state and federal courts.

In addition to the TMLIRP, he has served as Claims Counsel for other risk pools, including:

- Texas Municipal Police Association
- Texas Association of Counties Risk Management Pool
- Texas Water Conservation Association Risk Management Fund

Mr. Hyde is an active educator, having served as faculty and speaker for numerous municipal law associations. In 2023 alone, he presented at conferences for the Texas Police Chiefs Association, Texas Municipal Clerks Association, and the University of Texas Land Use Conference. He is certified by the Texas Commission on Law Enforcement as a police instructor and inducted into the Texas State Bar College, a society of legal scholars committed to continuing education. He also holds Merit Certification from the Texas City Attorneys Association.

Mr. Hyde's practice has also included serving as City Attorney since 2003, having served more than a dozen cities across Texas. From Brady, Texas West, to Rosenberg, Texas East, and from Bay City, Texas South to Watauga, Texas, North. He has also litigated matters for large cities such as the City of San Antonio, the City of Austin, and the City of El Paso, Texas.

His ability to provide highly effective litigation and general counsel services is a rare combination in local government, making him uniquely qualified to support public entities across a wide range of legal needs.

Hyde Kelley, LLP

George Hyde is not the only experienced government attorney and litigator at Hyde Kelley LLP. The attorneys at Hyde Kelley have over 100 years of combined experience practicing local government law. We take pride in forging lasting relationships built on trust, professionalism, and responsiveness. We provide legal counsel to a variety of client types including cities, counties, economic development corporations, police departments and other government entities.

The list below is of municipalities Hyde Kelley LLP has represented as City Attorney.

| | |
|-------------------------------------------|----------------------------------------------|
| City of Bay City, Texas | City of Leon Valley, Texas |
| City of Brady, Texas ¹ | City of Mountain City, Texas |
| City of Burnet, Texas | City of Missouri City, Texas ¹ |
| City of Buda, Texas ¹ | City of Pflugerville, Texas ¹ |
| City of Castroville, Texas | City of Rosengrub, Texas |
| City of Cibolo, Texas ¹ | City of Shavano Park, Texas |
| City of Copperas Cove, Texas ¹ | City of Somerset, Texas ¹ |
| City of Garden Ridge, Texas | City of Victoria, Texas ¹ |
| City of Hays, Texas | City of Watauga, Texas ¹ |
| City of Hearne, Texas | Village of Point Venture, Texas ¹ |
| City of Jefferson, Texas | |

The list below is of counties Hyde Kelley LLP has represented as Special Counsel.

| | |
|------------------------|-------------------|
| Bandera County | Kerr County |
| Edwards County | Limestone County |
| Frio County | Maverick County |
| Gillespie County | McMullen County |
| Karnes County | Medina County |
| Karnes-Wilson Juvenile | Smith County |
| Probation Department | Williamson County |
| Kendall County | Bosque County |

The list below is a representative sample of Economic Development Corporation clients that Hyde Kelley LLP has represented

| |
|---------------------------------------------------|
| Bay City Tax Increment Reinvestment Zones #1 & #2 |
| Buda Economic Development Corporation |
| Capital Area Council of Governments |
| Alamo Area Council of Governments |
| Hamilton Economic Development Corporation |
| Hutto Economic Development Corporation |
| Pflugerville Community Development Corporation |
| Rosenberg Economic Development Corporation |
| Pflugerville Tax Increment Reinvestment Zone # 1 |
| Somerset Economic Development Corporation |
| Victoria Economic Development Corporation |
| Van Horn Economic Development Corporation |

¹ Includes municipal prosecution.

The list below is of municipalities Hyde Kelley LLP has represented as Special Counsel.

| | |
|--------------------------------|-------------------------------|
| City of Alamo Heights, Texas | City of Houston, Texas |
| City of Amarillo, Texas | City of Kerrville, Texas |
| City of Austin, Texas | City of Laredo, Texas |
| City of Bee Cave, Texas | City of Liberty Hill, Texas |
| City of Boerne, Texas | City of Little Elm, Texas |
| City of Buda, Texas | City of Live Oak, Texas |
| City of Bryan, Texas | City of McAllen, Texas |
| City of Carrollton, Texas | City of Missouri City, Texas |
| City of Converse, Texas | City of Natalia, Texas |
| City of Corpus Christi, Texas | City of Plano, Texas |
| City of Del Rio, Texas | City of Reno, Texas |
| City of Edina Elmendorf, Texas | City of San Antonio, Texas |
| City of El Paso, Texas | City of San Marcos, Texas |
| City of Gonzales, Texas | City of Victoria, Texas |
| City of Hitchcock, Texas | City of Schertz, Texas |
| City of Hollywood Park, Texas | City of Universal City, Texas |
| City of Hondo, Texas | Town of Addison, Texas |
| City of Hutto, Texas | |

Hyde Kelley LLP's experience serving municipalities across Texas includes acting as City Attorney and legal counsel for cities with populations ranging from fewer than 300 residents to more than 1,000,000. In these roles, we work closely with elected and appointed officials, boards of directors, management teams, and staff to provide proactive and practical legal guidance. We take a creative, solutions-oriented, and collaborative approach to helping our clients achieve their objectives. Our services cover the full spectrum of governmental law, including:

| | | |
|------------------------------|-------------------------------|-------------------------------|
| Administrative Law | Government Officials Training | Public Meeting Representation |
| Appellate Litigation State | Government Appointee Trainer | Procurement |
| Appellate Litigation Federal | Government Employee Trainer | Products Liability |
| City Attorney | Investigations | Public Information Act |
| Civil Service / Police Legal | Labor and Employment | Real Property |
| Civil Rights | Land Use Regulations | TACRMP Claims Counsel |
| Conflict Resolution | Law Enforcement | TMLIRP Claims Counsel |
| Conflict of Interest Counsel | Legal Issue Management | TMPA Claims Counsel |
| Contracts | Legal Malpractice | TWCARMF Claims Counsel |
| Constitutional Law | Legal Risk Management | Torts |
| Corporate General Counsel | Municipal Prosecution | Trial Litigation - State |
| Economic Development | Negotiations Consulting | Trial Litigation - Federal |
| Eminent Domain | Open Meetings Act | Utilities |
| Employee Discipline | Premises Liability | Water Law |
| Ethics | Public Meeting Protocol | Zoning |

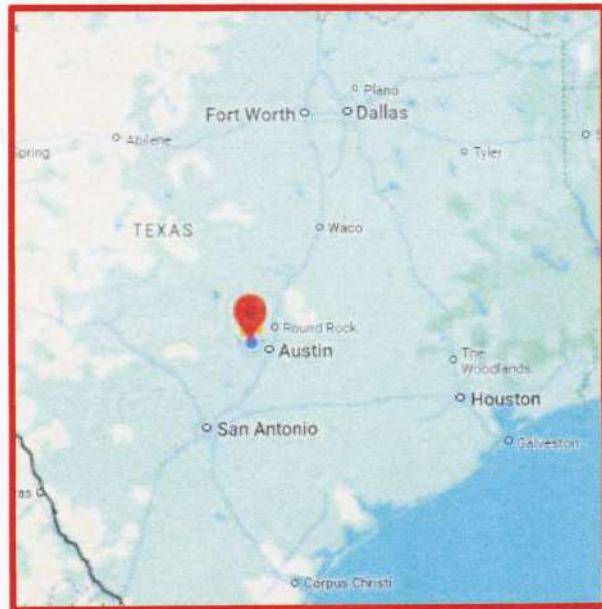
We provide our clients with preeminent legal representation and advice, born out of our many years of education and decades of legal experience in the encompassing variety of practice areas demanded by municipalities. In our unique and personalized way, clients receive legal representation and advice with precision, delivered through the unique methods we use to provide legal services, custom tailored to meet each client's specific needs and expectations.

Sincerely,

Hyde Kelley LLP



George Hyde, Managing Partner



We welcome you to visit our office, located in the Texas Hill Country



Hyde Kelley LLP
2806 Flintrock Trace, Suite A104, Austin, Texas 78738
Office: 512.686.0700
Mobile: 210-325-4330
Direct: 512-540-3102
Email: ghyde@txlocalgovlaw.com
URL: www.txlocalgovlaw.com



ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will represent the interests of the City of Daingerfield, its elected and appointed officials, directors, employees, any other representatives of the City in their official capacity, and any entity or agency as directed by the City Manager, or City Council.

Attorneys. Hyde Kelley LLP is engaged by you as your attorneys, and I, George Hyde, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other people in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry out such tasks. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be assigned other matters, our present relationship pursuant to this agreement is limited to representing the above-named Client as City Attorney (pursuant to the scope of representation provided by the Daingerfield City Charter, Section 17. "Appointment and duties of the city attorney"). We will act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, the amount involved, and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined based on the hourly rates of the respective

lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual and the area of practice necessary to complete the assignment. We may adjust our rates annually, to reflect the experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged in your work are attached as Exhibit A.

Other Charges. All *non-routine* out-of-pocket expenses (such as travel expenses, messenger expenses, filing, voluminous copying charges, and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit B and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the first of the month and ends on the last day of that month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the fifth business day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and we request payment by the end of the invoice issuance month. Payment must be made to the Firm at 2806 Flintrock Trace, Suite A-104, Austin, Texas 78738. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our engagement upon written notice to us, and if you do, we will immediately cease to render additional services, unless agreed to by the Firm and the City. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to court approval if necessary. If you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of the Firm related to the matter(s) assigned, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation four (4) years after the

completion of our work relating to such engagement or the completion of a particular project under such engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will be furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge based on time and materials for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with matters. Our attorneys do their best to estimate fees and expenses for a particular matter, when asked to do so. However, an estimate is just that: the fees and expenses required are ultimately a function of many conditions over which we have little to no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of law provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Morris County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in the State of Texas. Information on the grievance procedure is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the Chief Disciplinary Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding of every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all the matters addressed in this agreement.

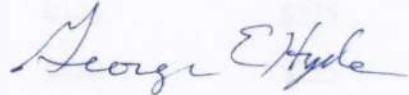
Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart herein. Transmission by facsimile or other electronic format (e.g., PDF via email) shall be deemed to be an original signature.

Capacity to Execute Agreement. Any representative executing this Agreement independently represents, warrants and contracts individually that he or she possesses the right and actual authority, as defined by law, to execute this Agreement and thereby fully bind the party represented to the terms and obligations contained herein.

Acceptance of Terms. If this arrangement is acceptable to the City of Daingerfield, please sign and return a duplicate original of this agreement to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Sincerely,

Hyde Kelley LLP



George Hyde, Managing Partner

AGREED TO AND ACCEPTED:

City of Daingerfield, Texas

By: _____

Michelle Jones
City Manager

Effective Date: December 8th, 2025

Office Phone: 903-645-3906
michele.jones@cityofdaingerfield.com
Email Address

Person(s) to be sent invoices:

Name _____

Email Address _____

Name _____

Email Address _____

Name _____

Email Address _____

Exhibit A - Fee Rates

Fees for our services vary based on the individual and area of practice for this engagement are:

| <u>Professional Service Provider</u> | <u>Regular Rate</u> | <u>Discounted Rate</u> |
|--------------------------------------|---------------------------|------------------------|
| Partners | | |
| George Hyde | \$445 | \$245 |
| Caroline Kelley | \$425 | \$245 |
| Senior Counsel | | |
| Matthew Weston | \$375 | \$225 |
| Audrey Guthrey | \$360 | \$225 |
| Associates | | |
| Cindy Li | \$275 | \$195 |
| Lillian Goebel | \$275 | \$195 |
| Law Clerk Support | | |
| Christopher Corbett | \$235 | \$175 |
| Paralegal Support | | |
| Victoria Wilhelm | \$175 | \$145 |
| Investigators | | |
| Syd Hall, Jr. (Police Chief, ret.) | \$160 | \$145 |
| Crisis Media Support | | |
| Wildfire Public Relations | Customized Contract Basis | |

Exhibit B - Client Costs

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside technology or copy facilities, and other cases may not be so technological or paper intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Administrative Expenses Fee

A 3% administrative expense fee shall be added to each monthly invoice to cover all routine expenses (in-office copies and printing, first-class mailings, certified mail submissions, administrative e-filings, telephone, facsimile, local mileage, software costs, and the like). All non-routine out-of-pocket expenses (out-of-office copying charges, travel expenses outside the Austin Metropolitan Service Area, messenger expenses, court filing costs and other court costs, expert fees and expenses and the like) incurred by us in connection with our representation of you will be either set up to be paid directly by you or billed to you as a separate item on your statement at actual cost, with no handling or mark-up fee.

Not Charged

Secretarial and word processing time, file setup expenses, file storage expenses, local or ordinary long-distance charges, fax charges and computerized legal research data charges, unless agreed to in advance in extraordinary circumstances.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail will be charged to the client.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation will be included in the invoices submitted for payment.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

RESOLUTION NO. 01122026-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, ENGAGING HYDE KELLEY LLP TO PROVIDE LEGAL SERVICES TO THE CITY; DESIGNATING A CITY ATTORNEY AND ASSISTANT CITY ATTORNEYS; PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daingerfield (the “City”) is a Home Rule municipality pursuant to Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council for the City of Daingerfield (the “City Council”) finds the prior City Attorney voluntarily resigned the appointment as City Attorney; and

WHEREAS, the City Council desires to hire an attorney to perform all the legal services required of the City Attorney as provided in the Daingerfield Code of Ordinances and to provide legal advice and general counsel services to the City; and

WHEREAS, the City Council finds that Hyde Kelley LLP was recommended by the departing City Attorney; and

WHEREAS, the City Council finds that it evaluated the qualifications of Hyde Kelley LLP and Mr. George E. Hyde, its Managing Partner, who is *merit certified in municipal law* by the Texas City Attorney’s Association, a Texas Municipal League affiliate organization; and

WHEREAS, the City Council finds and determines that the law firm of Hyde Kelley LLP is a merit certified in municipal law, law firm, composed of highly experienced attorneys, many of which are independently merit certified in municipal law by the Texas City Attorneys Association; and

WHEREAS, the City Council further finds that engaging Hyde Kelley LLP provides the City with the highest quality legal representation at the best value to serve the City’s legal needs; and

WHEREAS, the City Council finds good cause exists to appoint George Hyde, State Bar No. 45006157 as the City Attorney of the City of Daingerfield, Texas; and

WHEREAS, the City Council finds that the mayor should be authorized to execute the engagement agreement on behalf of the City of Daingerfield, Texas.

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

SECTION 2. Appointment. The City Council hereby appoints George Hyde State Bar No. 45006157, as the City Attorney and engages the law firm of Hyde Kelley LLP to provide legal services to the City as its City Attorney's Office.

SECTION 3. Agreement. The engagement agreement presented in the terms of the Proposal by Hyde Kelley LLP is approved by the City Council.

SECTION 4. Execution. The mayor is authorized and directed to execute the engagement agreement between Hyde Kelley LLP and the City of Daingerfield, Texas.

SECTION 5. Repeal. This Resolution shall be and is hereby cumulative of all other resolutions of the City and this Resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 7. Effective Date. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City, and the engagement agreement shall be binding on the City of Daingerfield, Texas.

APPROVED AND ADOPTED THE 12th DAY OF JANUARY 2026.

Wade Kerley
Mayor

ATTEST:

Amanda Sanders
City Secretary



JON C. JAMES, AICP

PRINCIPAL PLANNER

CONTACT

-  (325) 320-8939
-  jcjames@rampagelaw.com
-  Fort Worth, TX
-  rampagelaw.com

EDUCATION

Master of Science in Urban and Regional Planning
University of Wisconsin-Madison
1996

Bachelor of Arts in Geography
University of Oklahoma
1993

PROFESSIONAL MEMBERSHIPS

American Planning Association Member
1994

American Institute of Certified Planners (AICP)
1999

Congress for the New Urbanism Member
2001

Strong Towns Member
2014

PROFESSIONAL OVERVIEW

Jon James is a certified planner with nearly 30 years of experience in city planning. His expertise includes comprehensive planning, land use planning, transportation planning, development process review, community engagement, mapping and data analysis, and reviewing and revising municipal development ordinances. Having served in both the public and private sectors, including almost 20 years as a Planning Director in Texas cities, Jon James brings proven leadership and practical knowledge to communities throughout Texas helping them to shape and achieve their planning goals.

WORK EXPERIENCE

Principal Planner
Denton Navarro Rodriguez Bernal Santee & Zech, P.C. 2023- Present

Planning Director
City of San Angelo 2015- 2023

Planning Director
City of Abilene 2004- 2015

Chief Long Range Planner
City of San Marcos 2000- 2004

Associate Planner
Vandewalle & Associates 1996- 2000

Special Projects Transportation Planner
Association of Central Oklahoma Governments 1993- 1994

TEACHING EXPERIENCE

Adjunct Faculty
Texas State University – San Marcos 2003- 2004

Presenter
Texas Chapter of the American Planning Association various



AMANDA PADILLA, AICP

PRINCIPAL PLANNER

CONTACT

- (512) 900-0301
- apadilla@rampagelaw.com
- Austin, TX
- rampagelaw.com

EDUCATION

**Bachelor of Science in
Urban and Regional
Planning**

Texas State University
2017

PROFESSIONAL OVERVIEW

Amanda Padilla has been a Principal Planner with DNRBS&Z since 2024. She holds a Bachelor of Science in Urban and Regional Planning from Texas State University – San Marcos and received certification as an urban planner through the American Institute of Certified Planners (AICP) in 2024. With many years of experience as a professional planner, Amanda Padilla's expertise includes comprehensive planning, land use and zoning, development process review, Dark Sky certification, revising and updating development codes and ordinances, and GIS mapping. In addition, she serves as Vice Chair of the Economic Development Subcommittee and as a member of the Annexation and ETJ Subcommittee for the APATX Advocacy Committee.

Amanda began her planning career with the City of San Marcos as a Planning and Permit Technician while pursuing her Urban and Regional Planning degree. Before that, she led Aerial and Historical Mapping efforts at Banks Environmental Data, Inc., where she was responsible for various GIS tasks. After earning her degree, she quickly advanced to the role of Senior Planner for the City of Dripping Springs, where she led the Planning Department and managed a wide range of projects. She later served as the Senior Planner for the City of Bee Cave before joining DNRBS&Z in 2024.

WORK EXPERIENCE

Principal Planner

Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

2024- Present

Senior Planner

City of Bee Cave

2021- 2024

Senior Planner

City of Dripping Springs

2018- 2021

Planning and Permit Technician

City of San Marcos

2018

Head of Aerial and Historical Mapping

Banks Environmental Data, Inc.

2013- 2015

PROFESSIONAL MEMBERSHIPS

**American Planning
Association Member**

2017

**American Institute of
Certified Planners (AICP)**

2024



Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

attorneys & counselors at law • rampagelaw.com

San Antonio | Rio Grande Valley | Austin | Texas Gulf Coast

2500 W. William Cannon, Suite 609 | Austin, Texas 78745-5320

O 512-279-6431 | F 512-279-6438

December 5, 2025

Michelle Jones
City Manager
City of Daingerfield
101 Linda Drive
Daingerfield, TX 75638

Via Email: michelle.jones@cityofdaingerfield.com

Re: Engagement for Planning Services – City of Daingerfield

Dear Ms. Jones:

We appreciate the confidence you have demonstrated in Denton Navarro Rodriguez Bernal Santee & Zech, P.C. (the “Firm”).

The Firm agrees to serve and provide Planning Services to the City of Daingerfield based on the hourly fees listed herein. The Planning Services we provide are non-legal community planning work and advice performed by professional planners and planning support staff, which may include, but is not limited to, general planning consulting, development review, drafting and amending codes and ordinances, long range planning, area/neighborhood planning, planned developments, community engagement, and other generally accepted community planning tasks. Planning Services work will be performed as needed or requested by the client and billed based on the hourly fees listed herein.

All time will be billed at one-tenth (1/10) of an hour increments. All invoices will be sent to you as the City Manager for the City of Daingerfield unless you direct otherwise. All invoices are due upon receipt and are past due after thirty (30) days. All related travel or other expenses are charged at cost, with no markup, and all related mileage is charged by multiplying the actual miles traveled by the then current IRS rate. All travel shall be calculated from the Firm’s Austin Office. Copy rates are \$0.20 per page, color copies are \$0.70 per page, and fax rates are \$0.05 per page. Monthly expenses exceeding \$500.00 shall include a ten percent (10%) administrative fee. All payments due are subject to the requirements of the Texas Government Code, Chapter 2251, Payment for Goods and Services.

Serving all of Texas from our San Antonio, Rio Grande Valley, Austin and Texas Gulf Coast offices

City of Daingerfield
Engagement for Planning Services
12/5/2025
Page 2

Standard Rates:

| | |
|----------------------|-------------------|
| Principal Planners | \$180.00 per hour |
| Planners | \$160.00 per hour |
| Planning Technicians | \$125.00 per hour |

*Rates are subject to change upon written notice acknowledged by the client.

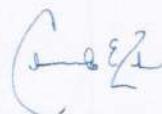
From time to time, the client may request the Firm to provide Planning Services for larger special projects which may require a special project specific estimate and scope of work, or separate professional services agreement. In these special cases, the agreed upon special project estimate or professional services agreement will supersede this letter of engagement for any areas in conflict which may include but is not limited to special project pricing or hourly rates, administrative charges, and invoicing.

Our planning services provide professional planning opinions only and do not provide legal advice or attorney-client privileged communication.

I understand that time is of the essence in this matter and look forward to providing you with reliable planning services and advice.

Very truly yours,

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE &
ZECH
A Professional Corporation



CHARLES E. ZECH
SHAREHOLDER

APPROVED:

Michelle Jones, City Manager
City of Daingerfield

Effective Date



APPLICATION FOR SIGN SIZE / HEIGHT EXEMPTION

(Request for Approval to Exceed Standard Billboard or Advertising Sign Limits)

APPLICANT INFORMATION

Owner Name: Keith West

Applicant Name (if different): Summit Locations, LLC (Taylor Baumgardner

Mailing Address: 411 WL DOC DODSON W NAPLES, TX 75568 (landowner)

Phone Number: 903 897 5924 (landowner) 311 East st. Gordon, OH 45304 (applicant/sign owner)

Email: texastireandbrake@gmail.com 704-747-8487 (applicant/ sign owner)
Taylor@summitlocations.com (applicant/sign owner)

PROPERTY INFORMATION

Property Address: 1015 Linda Dr. Daingerfield, TX 75638

Legal Description (Subdivision / Lot / Block): CONNOR HENLEY, LT PT 11 LT 12-20 &, 37-41 & N 1/2 42 BLK 14, TEXAS TIRE & BRAKE P33986

Current Zoning District: General Business

STANDARD ALLOWABLE LIMITS (For Reference)

- Maximum Free-Standing Sign Height: 24 feet
- Maximum Free-Standing Sign Area: 30 square feet
- Maximum Attached Sign Area: 18 square feet
- Lighting: Must avoid glare, not impair visibility, and not interfere with traffic signals
- Setbacks:
 - 20 ft front setback from sidewalk
 - 20 ft side setback (corner lots only)
 - 10 ft rear setback when adjacent to residential zoning

REQUESTED EXEMPTION

Requested Height: 45 ft

Requested Sign Area: 320 sq. ft.

Attached or Free-Standing? Attached Free-Standing





Lighting Included? Yes No

If yes, describe: _____

JUSTIFICATION FOR REQUEST

Provide a detailed explanation of why the increased size/height is necessary. Include business visibility needs, design constraints, site topography, or other relevant considerations.

The increased height of 45' is necessary due to significant visual clutter in the corridor including existing signs, utility poles, and commercial structures that obstruct visibility at the 24' limit. The additional height allows the sign to clear these obstructions and be safely visible to approaching traffic.

The requested 320 SF is the minimum size needed for a standard billboard. The 30-square-foot limit is too small to meet industry safety and readability standards and would not provide adequate visibility or functional advertising space at roadway speeds.

TRAFFIC & SAFETY CERTIFICATION

Provide information demonstrating that the proposed sign **will not**:

- Create a traffic hazard
- Impair vision of drivers
- Obstruct visibility of other businesses
- Interfere with traffic control devices

Describe measures taken to ensure compliance:

Our proposed sign will be setback approximately 40' from the leading edge to the curb of road. This not only ensures we are 15' setback from any utility lines, but also clear from any traffic hazard.

The combined height, size and setback is optimal for a clear and safe site of view, limiting distractions. The sign height ensures that our proposed sign does not block any existing signs or traffic control devices.



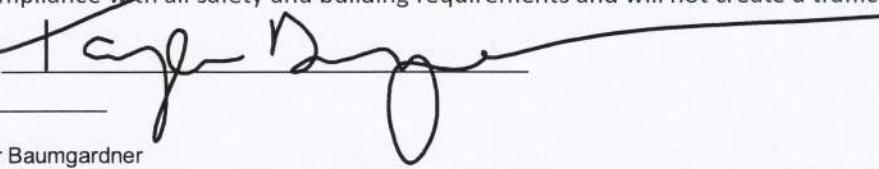


SUBMITTED DOCUMENTS (Required Attachments)

- Site plan showing sign placement, setbacks, and distances
- Scaled drawing/rendering of the proposed sign
- Structural details/manufacturer specifications
- Visibility analysis or photo simulation (if applicable)
- Lighting specifications (if applicable)
- Justification letter (optional but recommended)

APPLICANT CERTIFICATION

I hereby request City Council approval to exceed the allowable sign size and/or height established in the City of Daingerfield Code of Ordinances (Appendix A, Section 8 and Chapter 34). I certify that the proposed sign will be constructed in full compliance with all safety and building requirements and will not create a traffic or visibility hazard.

Applicant Signature: 

Date: 11/20/2025

Printed Name: Taylor Baumgardner

FOR OFFICE USE ONLY

Received By: _____

Date Received: _____

City Council Action:

Approved Denied

Date of Council Meeting: _____

Notes/Conditions of Approval:

Mayor Officer: _____

City Secretary: _____



Variance Justification Letter

The City of Daingerfield,

We respectfully request approval of a variance for a 40-foot sign height for 1015 LINDA Dr. and a 45' sign height for 1015 Linda Dr. along with a 320-square-foot sign face at both proposed locations.

The increased height is necessary due to the significant visual clutter in the surrounding corridor. At the permitted 24-foot height, visibility is blocked by existing signs, utility poles, and nearby commercial structures. Raising the sign to 40-45 feet allows it to clear these obstructions and ensures it can be safely and effectively viewed by approaching drivers.

We also maintain a setback of approximately 35–40 feet from the leading edge of the sign to the road's curb. This setback is intended to keep a safe distance from utility lines, avoid blocking existing signs and structures, and prevent any potential traffic hazards. Because the sign is positioned farther back from the roadway for safety reasons, additional height becomes imperative to maintain a clear and safe line of sight for drivers.

The requested 320-square-foot sign face is the minimum size required for a standard billboard. The 30-square-foot maximum permitted by ordinance is too restrictive to meet industry readability and safety standards, particularly at roadway speeds, and is not adequate for functional advertising space.

For these reasons, the requested height and square footage are necessary to ensure the sign is visible, safe, and compatible with typical billboard design standards.

Thank you for your consideration.

Sincerely,

Summit Locations, LLC (Taylor Baumgardner)

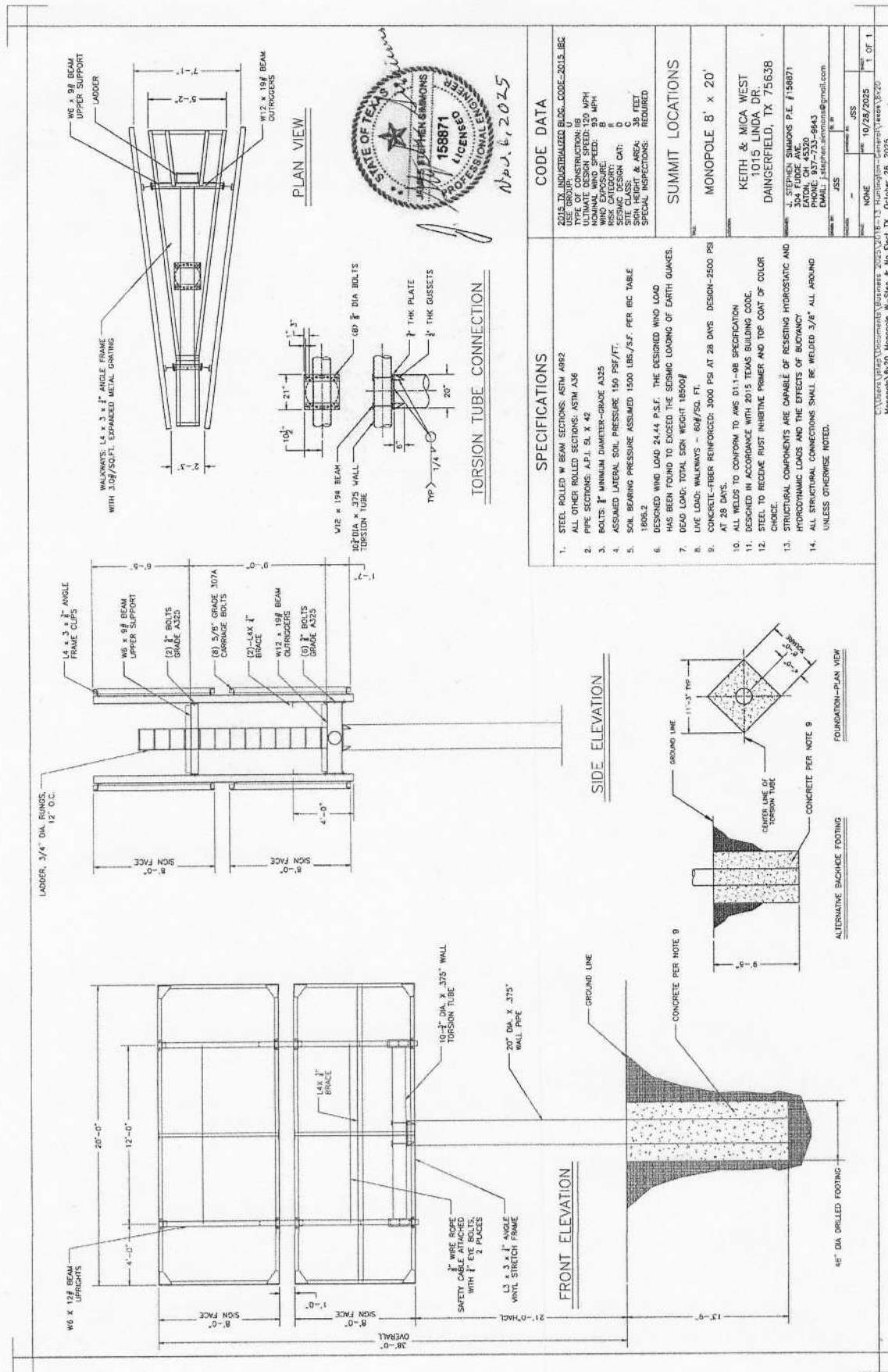
SITE PLAN: TX-19 KEITH & MICHA WEST

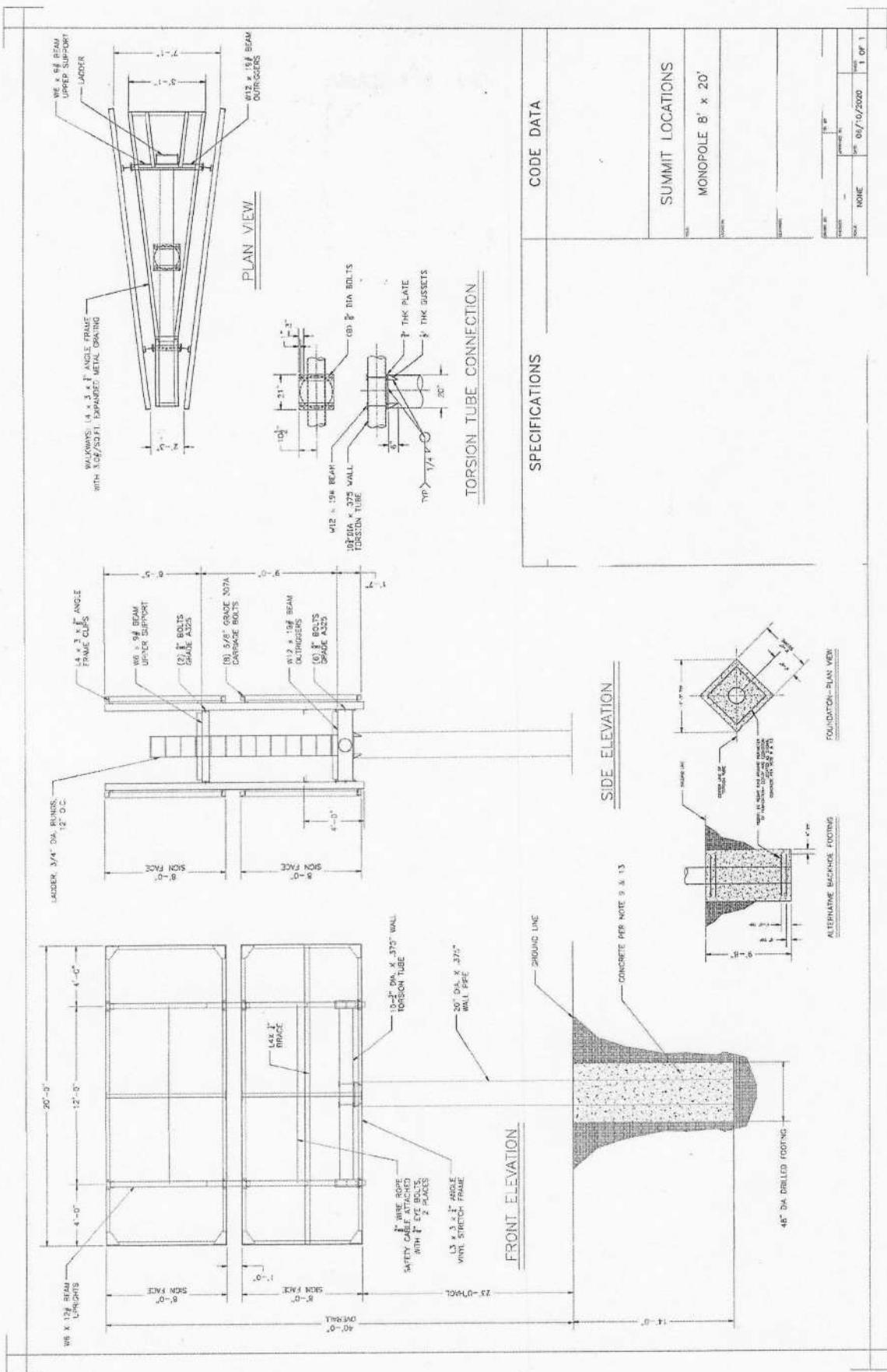
PARCEL: R 000008721

COORDINATES: 33.0216935408, -94.7211816282

ADDRESS: 1015 Linda Dr. Daingerfield, TX 75638









CITY OF DAINGERFIELD

STAFF REPORT

Agenda Date: December 8, 2025

Subject: Sign Size/Height Exemption Requests – 1015 & 1016 Linda Drive

Applicant: Summit Locations, LLC (Taylor Baumgardner)

Prepared By: Michelle Jones, City Manager

I. PURPOSE

Summit Locations, LLC has submitted two requests for **Sign Size/Height Exemptions** for new billboard installations at **1015 Linda Dr and 1016 Linda Dr.**

Both proposed signs exceed the maximum height and square footage allowed under Appendix A (General Business District), and therefore require **City Council approval**.

II. BACKGROUND & ORDINANCE LIMITS

Under the City's sign ordinance, the following maximums apply:

- **Free-standing sign height:** 24 feet
- **Free-standing sign area:** 30 square feet
- **Attached sign area:** 18 square feet
- **Lighting:** Must not cause glare or interfere with traffic signals
- **Setbacks:**
 - 20 ft front
 - 20 ft side (corner lots only)
 - 10 ft rear if adjacent to residential zoning

The applicant is requesting exceptions for **both height and sign face area** at each site.

III. PROJECT DETAILS – BY LOCATION

A. Location 1 – 1015 Linda Dr

Parcel: R000008721

Coordinates: 33.0216935408, -94.7211816282

Requested Exemption





- Requested Height: 45 feet
- Requested Sign Area: 320 square feet (standard billboard size)

Applicant Justification (Summary)

According to the variance letter (pg. 4):

- Visibility is blocked at the ordinance's 24-ft height due to **existing signs, utility poles, and nearby commercial structures**.
- Corridor contains **significant visual clutter**; additional height is needed for safe visibility.
- Sign is set back **approximately 35–40 ft** from the road to avoid conflicts with utilities.
- Because the sign sits farther back, **extra height is required** to maintain safe line-of-sight.
- 320 sq ft is the **minimum functional size** for industry-standard billboard readability at roadway speeds.

Site Plan Notes (page 5)

- 12 ft from leading edge to ROW
- 15 ft from leading edge to powerline
- 51 ft from center pole to traffic white line
- Proposed sign located behind existing commercial frontage

Structural Drawings

Stamped engineered drawings included on pages 6–7 (monopole foundation, elevations, connection details).

B. Location 2 – 1016 Linda Dr

Parcel: R000009338

Coordinates: 33.020804543, -94.7215083884

Requested Exemption

- Requested Height: 40 feet
- Requested Sign Area: 320 square feet

Applicant Justification (Identical to 1015 Request)

- Additional height needed due to **visual clutter** and **obstructions** at 24 ft.
- Standard billboard setback results in need for additional height to clear obstructions.
- 320-square-foot face is minimum to provide functional advertising space.

Site Plan Notes (page 5)

- 14 ft from leading edge to ROW
- 14 ft from leading edge to west powerline
- 50 ft from center pole to traffic white line
- Proposed sign is sited behind existing building footprint, consistent with safety setbacks.





Structural Drawings

Stamped engineered drawings included on pages 6–7.

IV. STAFF ANALYSIS

Based on review of the submitted documents:

1. Compliance with Submission Requirements

Both applications include:

- Completed exemption forms
- Site plans showing setbacks
- Scaled drawings/renderings
- Engineered structural plans
- ✓ Meets submittal requirements

2. Safety & Visibility Considerations

The applicant affirms the proposed signs will not:

- Create a traffic hazard
- Impair driver vision
- Obstruct visibility of other businesses
- Interfere with traffic control devices

Setbacks shown in site plans keep the structures clear of utility lines and roadways.

3. Typical Industry Standards

The proposed 40–45 ft height and 320 sq ft face align with **standard commercial billboard specifications**, whereas Daingerfield's sign ordinance is substantially more restrictive by default.

4. Council Authority

Ordinance authorizes **City Council** to approve larger signs if they do not create hazards or obstruct visibility. Planning & Zoning is **not** required.

V. STAFF RECOMMENDATION

Staff finds that both applications meet procedural requirements and contain adequate justification for Council review.

Staff recommends City Council consider approval of the requested size and height exemptions for:





- 1015 Linda Dr – 45 ft height, 320 sq ft face
- 1016 Linda Dr – 40 ft height, 320 sq ft face

Subject to conditions such as:

1. Verification of setbacks during field review
2. Electrical and foundation inspections
3. Compliance with lighting, structural, and safety codes
4. No digital or flashing lighting unless separately approved (if desired)

VI. ATTACHMENTS

- Completed applications (2)
- Variance justification letter
- Site plans (2)
- Structural drawings (engineered)
- Aerial imagery





APPLICATION FOR SIGN SIZE / HEIGHT EXEMPTION

(Request for Approval to Exceed Standard Billboard or Advertising Sign Limits)

APPLICANT INFORMATION

Owner Name: JOSE BENITEZ

Applicant Name (if different): Summit Locations, LLC (Taylor Baumgardner

Mailing Address: 1016 Linda Dr. Daingerfield, TX 75638 (landowner)

Phone Number: 903 241 5972 (landowner) 311 East st. Gordon, OH 45304 (applicant/sign owner)

Email: 704-747-8487 (applicant/ sign owner)
Taylor@summitlocations.com (applicant/sign owner)

PROPERTY INFORMATION

Property Address: 1016 Linda Dr. Daingerfield, TX 75638

Legal Description (Subdivision / Lot / Block): SOUTH SCHOOL SHOPPING CTR, LT 7-11

Current Zoning District: General Business

STANDARD ALLOWABLE LIMITS (For Reference)

- Maximum Free-Standing Sign Height: 24 feet
- Maximum Free-Standing Sign Area: 30 square feet
- Maximum Attached Sign Area: 18 square feet
- Lighting: Must avoid glare, not impair visibility, and not interfere with traffic signals
- Setbacks:
 - 20 ft front setback from sidewalk
 - 20 ft side setback (corner lots only)
 - 10 ft rear setback when adjacent to residential zoning

REQUESTED EXEMPTION

Requested Height: 40 ft

Requested Sign Area: 320 sq. ft.

Attached or Free-Standing? Attached Free-Standing





Lighting Included? Yes No

If yes, describe: _____

JUSTIFICATION FOR REQUEST

Provide a detailed explanation of why the increased size/height is necessary. Include business visibility needs, design constraints, site topography, or other relevant considerations.

The increased height of 40' is necessary due to significant visual clutter in the corridor including existing signs, utility poles, and commercial structures that obstruct visibility at the 24' limit. The additional height allows the sign to clear these obstructions and be safely visible to approaching traffic.

The requested 320 SF is the minimum size needed for a standard billboard. The 30-square-foot limit is too small to meet industry safety and readability standards and would not provide adequate visibility or functional advertising space at roadway speeds.

TRAFFIC & SAFETY CERTIFICATION

Provide information demonstrating that the proposed sign **will not**:

- Create a traffic hazard
- Impair vision of drivers
- Obstruct visibility of other businesses
- Interfere with traffic control devices

Describe measures taken to ensure compliance:

Our proposed sign will be setback approximately 35' from the leading edge to the curb of road. This not only ensures we are 15' setback from any utility lines, but also clear from any traffic hazard.

The combined height, size and setback is optimal for a clear and safe site of view, limiting distractions.

The sign height ensures that our proposed sign does not block any existing signs or traffic control devices.





SUBMITTED DOCUMENTS (Required Attachments)

- Site plan** showing sign placement, setbacks, and distances
- Scaled drawing/rendering** of the proposed sign
- Structural details/manufacturer specifications**
- Visibility analysis or photo simulation** (if applicable)
- Lighting specifications** (if applicable)
- Justification letter** (optional but recommended)

APPLICANT CERTIFICATION

I hereby request City Council approval to exceed the allowable sign size and/or height established in the City of Daingerfield Code of Ordinances (Appendix A, Section 8 and Chapter 34). I certify that the proposed sign will be constructed in full compliance with all safety and building requirements and will not create a traffic or visibility hazard.

Applicant Signature:

Date: 11/20/2025

Printed Name: Taylor Baumgardner

FOR OFFICE USE ONLY

Received By: _____

Date Received:

City Council Action:

Approved Denied

Date of Council Meeting:

Notes/Conditions of Approval:

Mayor Officer: _____



Variance Justification Letter

The City of Daingerfield,

We respectfully request approval of a variance for a 40-foot sign height for 1016 LINDA Dr. and a 45' sign height for 1015 Linda Dr. along with a 320-square-foot sign face at both proposed locations.

The increased height is necessary due to the significant visual clutter in the surrounding corridor. At the permitted 24-foot height, visibility is blocked by existing signs, utility poles, and nearby commercial structures. Raising the sign to 40-45 feet allows it to clear these obstructions and ensures it can be safely and effectively viewed by approaching drivers.

We also maintain a setback of approximately 35–40 feet from the leading edge of the sign to the road's curb. This setback is intended to keep a safe distance from utility lines, avoid blocking existing signs and structures, and prevent any potential traffic hazards. Because the sign is positioned farther back from the roadway for safety reasons, additional height becomes imperative to maintain a clear and safe line of sight for drivers.

The requested 320-square-foot sign face is the minimum size required for a standard billboard. The 30-square-foot maximum permitted by ordinance is too restrictive to meet industry readability and safety standards, particularly at roadway speeds, and is not adequate for functional advertising space.

For these reasons, the requested height and square footage are necessary to ensure the sign is visible, safe, and compatible with typical billboard design standards.

Thank you for your consideration.

Sincerely,

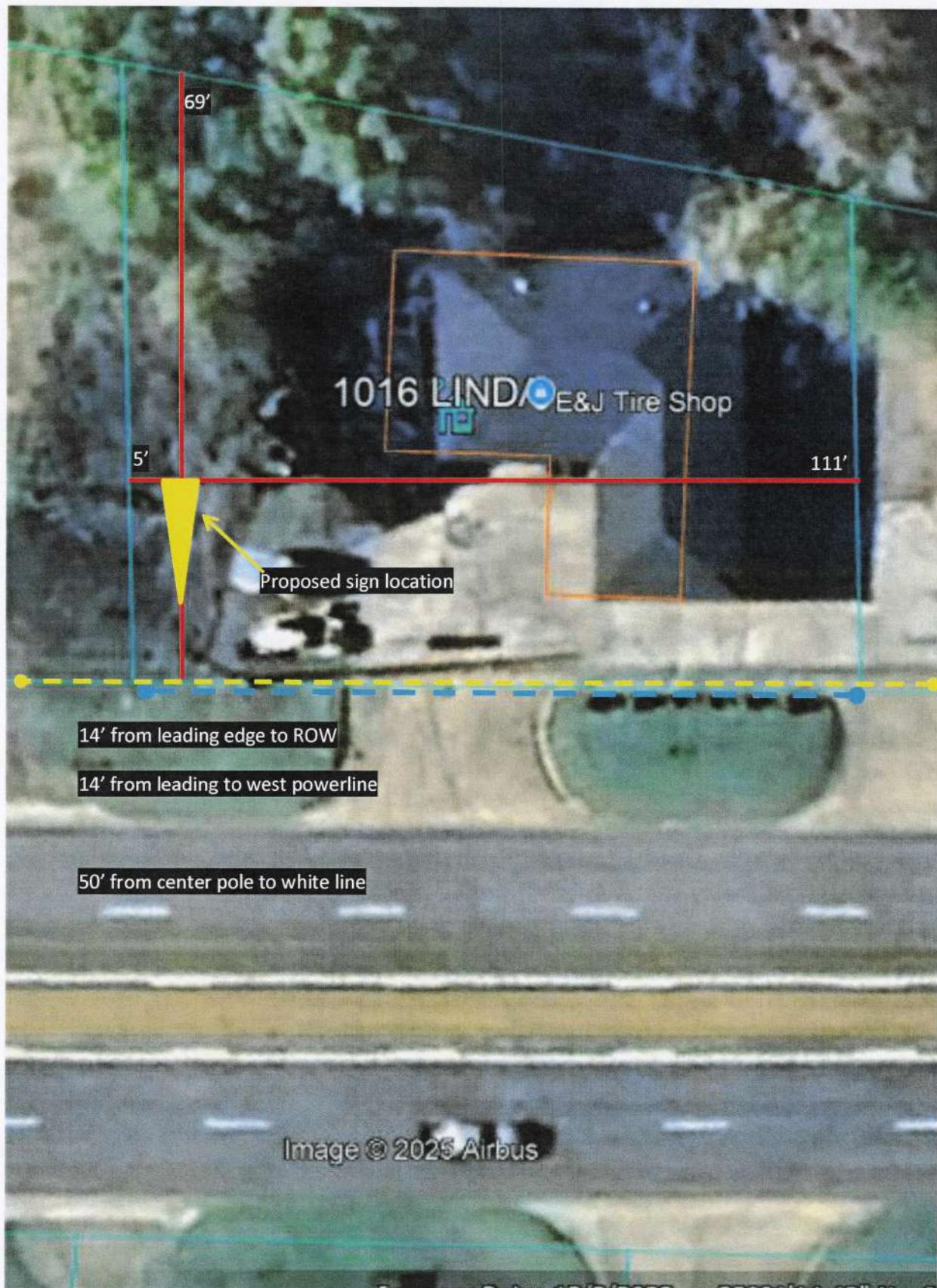
Summit Locations, LLC (Taylor Baumgardner)

SITE PLAN: TX-20 JOSE BENITEZ

PARCEL: R 000009338

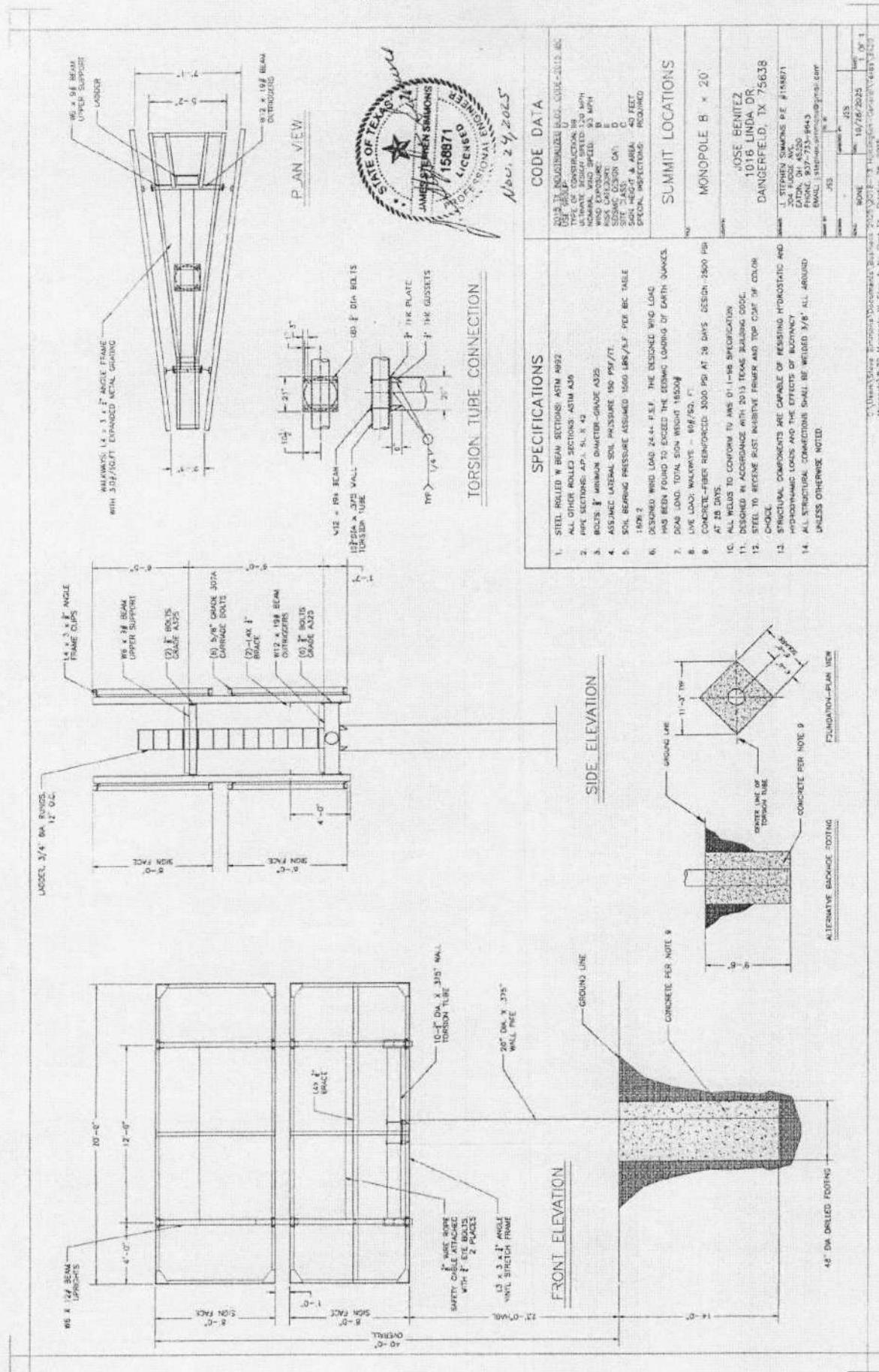
COORDINATES: 33.020804543, -94.7215083884

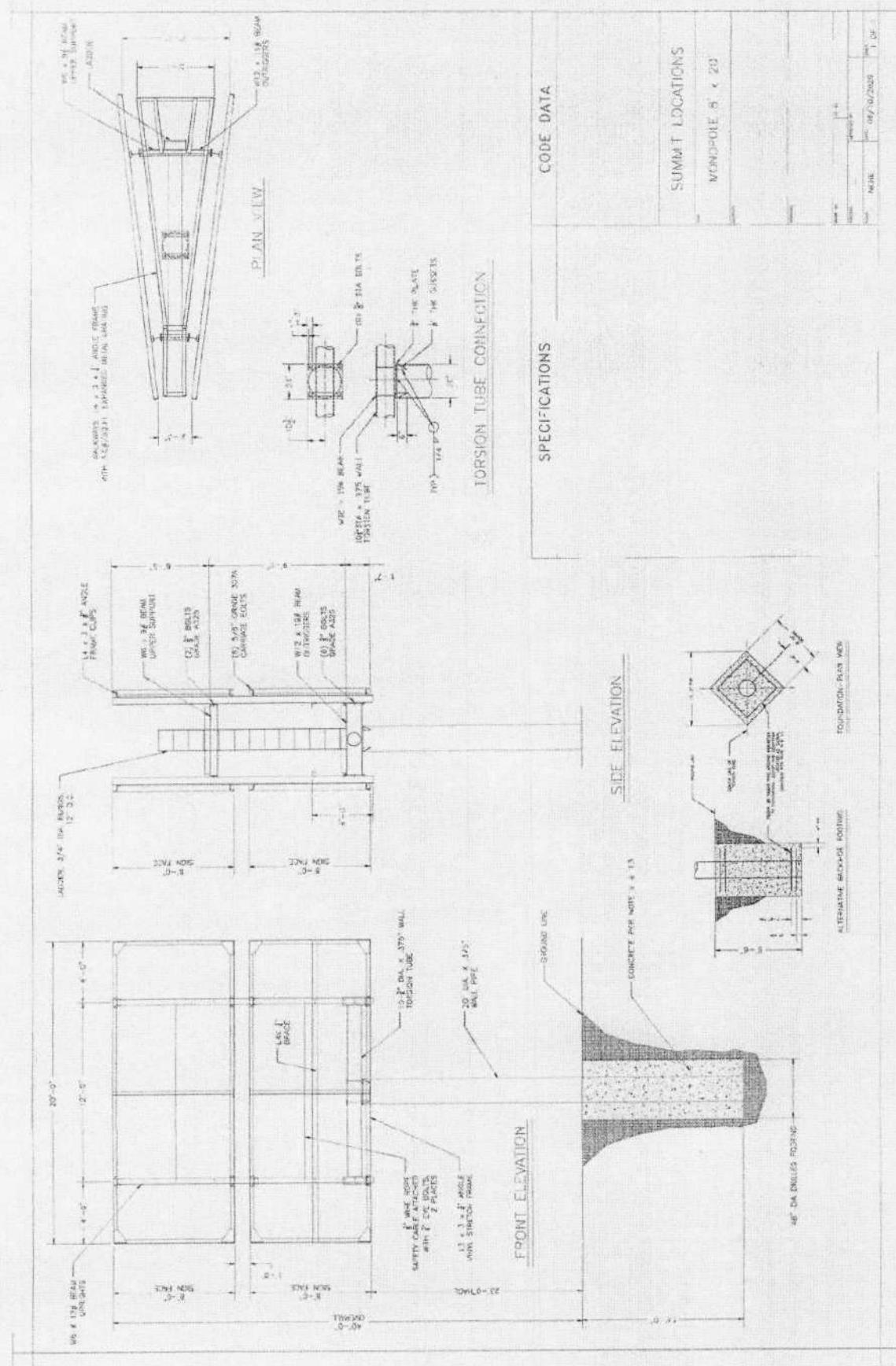
ADDRESS: 1016 LINDA Dr. Daingerfield, TX 75638



Existing Powerline

Existing ROW 63





RESOLUTION NO. 01122026-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS,
AMENDING THE FY – ANNUAL BUDGET TO INCREASE APPROPRIATIONS IN THE
NUISANCE ABATEMENT LINE ITEM AND REDUCE APPROPRIATIONS IN THE STREET
IMPROVEMENTS LINE ITEM; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Daingerfield Texas, adopted the FY – Annual Budget in accordance with State Law; and

WHEREAS, the City Council finds it necessary to amend the budget to provide adequate funding for nuisance abatement activities; and

WHEREAS, the City Council desires to increase appropriations in Account 01-203.5391 (Nuisance Abatement) and decrease appropriations in Account 01-301.5483 (Street Improvements) to reflect current operational needs.

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

1. That the FY – Annual Budget is hereby amended as follows:

| Account Number Description | Amount | Action |
|-----------------------------------|---------------------------------|---------------|
| 01-203.5391 | Nuisance Abatement \$32,867.00 | Increase |
| 01-301.5483 | Street Improvements \$32,867.00 | Decrease |

2. That the City Administrator and Finance Department are hereby authorized to make the necessary financial adjustments to implement this amendment.
3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 12th day of January, 2026.

Mayor _____

ATTEST:

City Secretary _____

**RESOLUTION**

WHEREAS, The City of Daingerfield finds it in the best interest of the citizens of Daingerfield, that the Daingerfield Police Department Fleet Emergency Project be operated for the 2027; and

WHEREAS, The City of Daingerfield agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Daingerfield assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Daingerfield designates City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Daingerfield approves submission of the grant application for the Daingerfield Police Department Fleet Emergency Project to the Office of the Governor.

Signed by: Mayor _____

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: 5701501





Consideration and Selection of Fire Apparatus Proposal

Staff Summary

The City received five (5) qualifying proposals for fire apparatus through cooperative purchasing programs. The proposals represent a range of brush truck and commercial pumper configurations, with pricing as follows:

- **Daco Fire Equipment — "Brush fighter Large Brush Truck" — \$286,062.00**
- **First-IN Public Safety Solutions — \$316,796.00**
- **Fire Trucks of Texas / Deep South Fire Trucks — \$320,900.00**
- **Siddons-Martin Emergency Group (Skeeter — Large Brush Truck) — \$439,840.00**
- **US Fire Pump Company / Kemper Emergency Vehicles — \$464,761.00**

Proposals were reviewed based on operational suitability, pump and tank configuration, build quality, delivery expectations, warranty coverage, and total lifecycle value to the department.

Staff Recommendation

Staff recommends selection of **First-IN Public Safety Solutions** in the amount of **\$316,796.00**.

This recommendation is based on the following considerations:

- Apparatus configuration aligns with current response needs and fleet operations
- Meets functional requirements while remaining within anticipated funding capacity
- Competitive pricing compared to higher-cost alternatives
- Suitable delivery timeline and equipment package as outlined in proposal

Requested Council Action

Motion to approve the purchase of one (1) fire apparatus from **First-IN Public Safety Solutions** in the amount of **\$316,796.00**, and authorize the City Manager to execute the necessary purchase documents.





Apparatus Proposal

Date: December 1, 2025

The Proposal has been prepared for:

Daingerfield Fire Department

823 W Watson Blvd

Daingerfield, Tx 75638

First-IN Public Safety Solutions is pleased to offer The Daingerfield Fire Department. one (1) 2025 Texas Wildland Chassis. This vehicle shall be in accordance with specifications at preconstruction meeting. The purchase price shall include equipment as detailed in the First- IN Proposal.

Delivery will be F.O.B 210 days from arrival of chassis and signed approval packet. Terms of payment shall be

Purchase Price: \$ 316,796.00

Deposit of : \$ 63,359.20

Chassis payment on arrival at Texas Wildland: \$ 75,990.00

Final payment on final inspection: \$ 177,446.80

3097 Interstate Highway 30 Service Road NE
Sulphur Springs, Texas 75482
903-348-0252



QUOTE GOOD FOR 15 DAYS

The pricing provided is exclusive of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein. The customer is responsible for all applicable Federal, State and Local Taxes as well as associated Fees.

3097 Interstate Highway 30 Service Road NE
Sulphur Springs, Texas 75482
903-348-0252

DFD specs for HD brush truck Grant

Must meet the minimum specifications required by the TFS for Firefighting Vehicles and a Large Brush truck.

In addition:

A Freightliner chassis is preferred or comparable

Single cab with bench seat

Cummins Engine

Allison Transmission

PTO pump 750 GPM

Foam system (Scotty foam system or similar)

1,000-gallon Tank

Rear reel line 150 Ft light weight 1" line

Hen Nozzle

One 1 1/2 Cross lay with 200 Ft of Hose

All emergency lights LED

Left, right and rear Scene lighting

LED Light bar with a directional light

Siren 100 watts and speaker

Multiple storage compartments with LED lights

1 compartment with MSA G2 SCBA holder brackets

Storage for 2 extra SCBA bottles

Console for lights siren and radio

With charging ports for accessories (cell Phones and Tablets)

Front Bumper with a 1 1/2 connection and hose storage

Truck Guidelines

Rural Volunteer Fire Department Assistance Program

All fire departments receiving cost-share funding for the purchase of a vehicle must comply with the following special requirements:

1. All department personnel must be trained in the proper operation and maintenance of trucks, pumps, systems, and related equipment. Personnel training must be documented.
2. All vehicles acquired under this program must be maintained in firefighting service for a period of 10 years from the reimbursement check date. If a cost-shared vehicle is sold before the end of its 10-year service life under this program, the grant recipient may be required to reimburse the program for 90% of the proceeds from the sale of the vehicle. The grant recipient must notify TFS in advance and must obtain clearance to sell or transfer a grant vehicle before the end of its 10-year service life. The Funding Committee may waive on a case-by-case basis the requirement that 90% of the sale proceeds be returned to the program. Recipients receiving transferred vehicles prior to the end of their 10 year service life shall be subject to the terms and conditions as described in this section.
3. All vehicles must be meet the minimum standards as described in the attachment "Minimum Standards and Specifications for Firefighting Vehicles."
4. An Affidavit of Non-Collusion (page 2) must be completed, signed, and notarized by the seller of the vehicle. The Fire Department must submit the completed affidavit to the Texas A&M Forest Service before a grant reimbursement may be paid.
5. The purchase of pre-owned vehicles and equipment requires advance evaluation and approval by the Texas A&M Forest Service. An applicant must contact the Capacity Building Department before purchasing a used vehicle or used equipment. Failure to receive this special advance clearance may void your grant approval.
6. Vehicles purchased, paid in full, prior to the award date are ineligible for reimbursement under this program.

Responsibilities of the Fire Department Following Notice of Grant Approval:

1. Accept the award via [FireConnect](#).
2. Purchase the approved item(s). *Remember to obtain special approval for a pre-owned vehicle.*
3. Submit for Reimbursement via [FireConnect](#), and upload the following supporting documents:
 - Affidavit of Non-Collusion
 - Proof of Payment
 - Copies of Signed Check(s)
 - Credit Card Receipt(s)
 - Paid Vendor Invoice(s) showing the last 4 digits of credit card used
 - Bank/Credit Card Statement(s) Showing the Purchase
4. A member of our Field Staff must perform an inspection of the vehicle at the fire station before a grant reimbursement can be issued.
5. Grants for firefighting vehicles will expire **12 months** from the approval date. Extensions may be available upon request via [FireConnect](#).

STATE OF
COUNTY OF

| |
|--|
| |
| |

GENERAL AFFIDAVIT BEFORE NOTARY

AFFIDAVIT OF NON-COLLUSION

SELLER

PURCHASER

| | |
|-------------------------------|-------------------------------|
| Name: <input type="text"/> | Name: <input type="text"/> |
| Address: <input type="text"/> | Address: <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| Phone: <input type="text"/> | Phone: <input type="text"/> |

VEHICLE INFORMATION

| | | |
|------------------------------------|-------------------------------------------|-----------------------------|
| Year: <input type="text"/> | Make: <input type="text"/> | Model: <input type="text"/> |
| VIN: <input type="text"/> | | |
| Date of Sale: <input type="text"/> | Total Sale Price: \$ <input type="text"/> | |

I, , the undersigned, being the duly authorized agent of the Seller, , swear that the foregoing information is true and correct to the best of my knowledge, information, and belief, and that this document correctly states the total amount of consideration for the transfer of this vehicle. I further affirm that neither I nor the above business has been a party to any collusion with the Purchaser as to the Total Sale Price of the vehicle. I further affirm that the Total Sale Price is genuine, and is not a sham or collusive price made in the interest or on behalf of any person, and that the Seller has not directly or indirectly been induced or solicited to submit a sham Total Sale Price.

By:

Date:

(Signature)

Title

STATE OF

| |
|--|
| |
| |

COUNTY OF

Subscribed and sworn to before me this day of , 20 .

Signature of Notary Public

My Commission Expires

Minimum Standards and Specs for Firefighting Vehicles

All vehicles funded under this program must be fire suppression vehicles and must meet the following minimum standards. These standards are developed to establish broad equipment categories for funding and review. They are not intended as "bid ready" equipment specifications. Departments are strongly encouraged to add capabilities and features required to meet local needs.

WEIGHT AND BALANCE

The fully loaded and equipped operating weight of the vehicle must not exceed the Gross Vehicle Weight Rating (GVWR) of the vehicle as determined by the manufacturer, nor the Gross Axle Weight Rating (GAWR) of the vehicle as determined by the manufacturer. The vehicle weight must be balanced so that the vehicle is easy to control. The vehicle center-of-gravity must be low enough to safely operate in curves and on side slopes. The vehicle must have effective brakes that can stop the vehicle without brake fade.

TANKS

- All vehicles must have a water tank with a minimum capacity of 200 gallons.
- All water tanks must be baffled.
- All water tanks constructed of mild steel must be protected from corrosion.

Small Brush Truck

Design Minimums

200 Gallon Water Tank
100 GPM Pump @ 100 psi
Ability to draft water at a minimum of 12 vertical feet
2.5" pump discharge
Minimum $\frac{3}{4}$ ton chassis

Ultra High Pressure Option

200 Gallon Water Tank
6 GPM Pump @ 1100 psi
Minimum $\frac{3}{4}$ ton chassis

Large Brush Truck (2.5/5 Ton Military)

Design Minimums

500 Gallon Water Tank
250 GPM Pump @ 40 psi
Ability to draft water a minimum of 12 vertical feet
2.5" pump discharge
Minimum 22,000 pound GVWR chassis

Ultra High Pressure Option

500 Gallon Water Tank
6 GPM Pump @ 1100 psi
Minimum 22,000 pound GVWR chassis

Water Tender

Design Minimums

1,000 Gallon Water Tank
250 GPM Pump @ 40 psi
Minimum Dump Valve of 4.5 inch (round or square)*
Ability to draft water a minimum of 12 vertical feet
2.5" pump discharge
Minimum 22,000 pound GVWR chassis

*In place of a gravity dump valve, a dedicated, hard-piped 3" or larger discharge may be used, supplied by a pump rated at a minimum of 750 GPM @ 40 psi.

OTHER INFORMATION

- All slippery surfaces where personnel will step must have skid plates or abrasive surfaces to prevent personnel from slipping under wet conditions.
- Vehicle must have back-up alarm.
- Vehicle must have illuminated pump controls.
- Vehicle must have vehicle lighting and markings as required by law.
- Pumper conversions are allowed, provided they still meet the design minimums.

Notice to Purchasers of New Fire Trucks

These guidelines apply for those purchasing a truck in Texas.

The sale and lease of new motor vehicles in Texas is regulated by the Texas Occupations Code, Title 14, Regulation of Motor Vehicles and Transportation, Chapter 2301, Sale or Lease of Motor Vehicles. The law is administered and enforced by the Texas Department of Transportation (TXDOT).

The law requires that vehicle manufacturers, converters, representatives, and franchised dealers be properly licensed and that they comply with certain standards of conduct.

According to TXDOT interpretations, a franchised dealer, and only a franchised dealer, is legally allowed to sell a new fire truck in Texas. This applies whether the truck offered for sale is a manufactured vehicle or a converted vehicle.

Manufactured Vehicles

A fire truck that meets or exceeds the legal definition of a "fire-fighting vehicle" is considered a manufactured product and the entity that builds it is considered a "manufacturer".

Manufacturers cannot sell motor vehicles directly to consumers in Texas, including municipalities, and must have at least one franchised dealer located in the state in order to maintain their license.

Converted Vehicles

A fire truck that does not meet the legal definition of a "fire-fighting vehicle" is considered a converted product (conversion). It is a new motor vehicle chassis that has something substantial done to it prior to being sold to an end-user. The entity that builds it is considered a "converter".

Neither converters nor their representatives are allowed to sell converted vehicles directly to consumers. A new fire truck that is considered a conversion may only be sold to an end-user, including a municipality, by a Texas dealer franchised and licensed to sell the make of the chassis of the converted product.

A licensed, franchised dealer must be listed as the seller or bidder of a new vehicle. This dealer must invoice the end-user for the entire purchase price of the vehicle including the conversion package, must obtain payment for the entire purchase price, and must perform the title work on the completed vehicle.

What Should A Fire Department Do?

1. Comply with the law:
 - Determine that the manufacturer or converter of a fire truck is properly licensed to do business in Texas.
 - Determine that the fire truck is to be sold to the end-user by a licensed franchised dealer.
2. Contact Texas Department of Motor Vehicles for information:
Telephone: 1-888-368-4689
Website: <https://www.txdmv.gov/dealers>

Texas A&M Forest Service is providing this notice for educational purposes only, in an effort to promote compliance with the law. The final authority for communication, interpretation, and enforcement resides with the Texas Department of Motor Vehicles. Buyers and sellers of new fire trucks are encouraged to contact TXDOT directly for clarification and guidance.



BEST PRACTICES FOR WORKING WITH FIRE TRUCK CONVERTERS



Research and get feedback from other fire departments that have done business with the vendor(s) you are considering

Have a detailed, written contract with a completion date



Be cautious of paying up front for incomplete work

Make sure the work you're requesting is within the vendor's area of expertise



EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **No.11372** (THE "FINANCE CONTRACT")
BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Daingerfield

Schedule Dated as of January 21, 2026

| PMT NO. | PMT DATE MO. DAY YR | TOTAL PAYMENT | INTEREST PAID | PRINCIPAL PAID | EARLY REDEMPTION VALUE after pmt on this line |
|--------------|------------------------|------------------|------------------|-------------------|--------------------------------------------------|
| 1 | 1/21/2027 | \$265,000.00 | \$16,694.77 | \$248,305.23 | N/A |
| 2 | 1/21/2028 | \$39,497.48 | \$3,802.76 | \$35,694.72 | \$37,724.43 |
| 3 | 1/21/2029 | \$39,497.48 | \$1,949.49 | \$37,547.99 | \$0.00 |
| Grand Totals | | \$343,994.96 | \$22,447.02 | \$321,547.94 | |

Interest Rate: 5.192%

****This Schedule is subject to current Market Indexing if closing occurs after the above Date****

Accepted by Issuer: _____
Michelle Jones, City Manager

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING A "***FIRE TRUCK***".

WHEREAS, the City of Daingerfield (the "Issuer") desires to enter into that certain Public Property Finance Act Contract No.11372 (the "Finance Contract"), by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing a ***Fire Truck*** (the "Property"). The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF DAINGERFIELD:

Section 1. That the Issuer will enter into the Finance Contract with Government Capital Corporation for the purpose of financing a ***Fire Truck***.

Section 2. That the Finance Contract dated as of January 21, 2026, by and between the City of Daingerfield and Government Capital Corporation is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the City Manager or the City Manager's designee, as the authorized signer of the Finance Contract No. 11372 dated as of January 21, 2026, by and between the City of Daingerfield and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2026.

City of Daingerfield

Attest:

Wade Kerley, Mayor

Amanda Sanders, City Secretary



Fire Truck Purchase – Grant & Financing Breakdown

1. Total Cost of Fire Truck

- Total Fire Truck Cost: \$315,296.00

2. Grant Funding

- Grant Reimbursement Amount: \$265,000.00

3. City Match – Original Budget

- Amount Budgeted by City (Match): \$24,000.00

4. Funding Gap (Unbudgeted Amount)

The total cost of the fire truck exceeds both the grant reimbursement and the amount originally budgeted by the City.

Calculation:

- Total Cost: \$315,296.00
- Less Grant: \$265,000.00
- Remaining Cost: \$50,296.00
- Less Budgeted Match: \$24,000.00

Additional Amount the City Must Cover: \$26,296.00

5. Proposed Solution: Government Capital Equipment Loan

To avoid using City reserve funds, staff proposes financing the fire truck through a short-term government capital loan.

Loan Details:

- **Equipment Cost Financed:** \$315,296.00
- **Loan Term:** 3 annual payments
- **Interest Rate:** 5.192%
- **Payments:**
 - **Payment #1:** \$265,000.00
 - **Payment #2:** \$38,633.82
 - **Payment #3:** \$38,633.82
- **Payments Begin:** 1 year from signing, annually thereafter

6. How the City Plans to Pay the Loan

- The **\$24,000 already budgeted** will be applied immediately toward the loan payment.
- The **\$265,000 grant reimbursement** will be used to cover the large first payment.
- The **remaining balance** will be planned for and budgeted, with the intent to **pay off the loan in October 2026**.

7. Financial Impact to the City (Plain Language Summary)

- The City will **not need to use reserve funds**.
- The grant still covers the majority of the fire truck cost.
- The City's out-of-pocket cost above what was budgeted is **\$26,296.00**.
- The loan spreads the cost over time and aligns payments with grant reimbursement timing.

8. Recommendation

Staff recommends approval of the government capital equipment loan to:

- Secure the fire truck
- Cover the funding gap responsibly
- Preserve City reserve funds
- Align payments with grant reimbursement and future budgeting

This approach provides the most financially stable and low-risk option for the City.

Daingerfield Animal Shelter Statistics - December 2025

| Species | Stray | Owner Surrender | Born At Shelter | Total Intake | Adopted | Rescued | Reclaimed | Euthanized | Relocated | Expired | Total Outcome | Total Left At Shelter | ACO Calls | Event Visitors | Total Visitors |
|---------|-------|-----------------|-----------------|--------------|---------|---------|-----------|------------|-----------|---------|---------------|-----------------------|-----------|----------------|----------------|
| Cats | 1 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 2 | | |
| Dogs | 4 | 0 | 0 | 4 | 4 | 0 | 3 | 0 | 0 | 0 | 7 | 12 | 5 | | |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | | |
| | | | | | | | | | | | | | 40 | 59 | |

Daingerfield Animal Shelter Statistics - December 2025

| Pet's Name | Intake Date | Species | Gender | Breed | Age On Intake | Disposition | Disposition Date | Notes |
|------------|-------------|---------|--------|---------------------|---------------|-------------|------------------|-------|
| Galaxy | 2/14/2024 | Dog | Female | Husky Mix | 3 Years | N/A | N/A | |
| Sausage | 8/14/2024 | Dog | Male | Mixed Breed | 7 Weeks | N/A | N/A | |
| Olive | 8/14/2024 | Dog | Female | Mixed Breed | 7 Weeks | N/A | N/A | |
| Holmes | 8/20/2024 | Dog | Male | Mixed Breed | 9 Months | N/A | N/A | |
| Watson | 8/20/2024 | Dog | Male | Mixed Breed | 9 Months | N/A | N/A | |
| Anya | 1/3/2025 | Dog | Female | Husky Mix | 2 Years | Adopted | 12/22/2025 | |
| Drake | 1/6/2025 | Dog | Male | Lab Mix | 1 Year | Adopted | 12/23/2025 | |
| Lilith | 1/27/2025 | Dog | Female | Mixed Breed | 3 Months | Adopted | 12/30/2025 | |
| Heathcliff | 1/29/2025 | Dog | Male | Border Collie Mix | 3 Months | N/A | N/A | |
| Dorothy | 2/3/2025 | Dog | Female | Mixed Breed | 6 Weeks | Adopted | 12/29/2025 | |
| Stanley | 2/3/2025 | Dog | Male | Mixed Breed | 6 Weeks | N/A | N/A | |
| Phoebe | 7/21/2025 | Dog | Female | Catahoula Mix | 7 Weeks | N/A | N/A | |
| Prue | 7/21/2025 | Dog | Female | Catahoula Mix | 7 Weeks | N/A | N/A | |
| Magic | 10/21/2025 | Cat | Female | DSH (Calico) | 2 Years | Adopted | 12/18/2025 | |
| Josie | 10/23/2025 | Dog | Female | Mixed Breed | 10 Months | N/A | N/A | |
| Rafa | 11/17/2025 | Dog | Male | Pit Bull Mix | 3 Years | N/A | N/A | |
| Lumen | 11/20/2025 | Cat | Female | DSH (Black) | 2 Years | N/A | N/A | |
| Hannah | 11/20/2025 | Cat | Female | DSH (Gray Tabby) | 7 Weeks | Adopted | 12/22/2025 | |
| Lila | 11/20/2025 | Cat | Female | DSH (Calico) | 7 Weeks | Adopted | 12/12/2025 | |
| Dexter | 11/20/2025 | Cat | Male | DSH (Black & White) | 7 Weeks | Adopted | 12/22/2025 | |
| Leela | 11/25/2025 | Cat | Female | DSH (Black) | 4 Months | N/A | N/A | |
| Mister | 12/3/2025 | Dog | Male | Lab Mix | 2 Years | N/A | N/A | |
| Shiva | 12/8/2025 | Cat | Female | DSH (Gray) | 2 Years | N/A | N/A | |
| N/A | 12/10/2025 | Dog | Female | Blue Heeler Mix | 7 Weeks | Reclaimed | 12/10/2025 | |
| Lucy | 12/15/2025 | Dog | Female | Pit Bull/Lab Mix | 5 Months | Reclaimed | 12/18/2025 | |
| Linus | 12/15/2025 | Dog | Male | Pit Bull/Lab Mix | 5 Months | Reclaimed | 12/18/2025 | |

Daingerfield Animal Shelter Statistics - 2025

| Species | Stray | Owner Surrender | Born At Shelter | Total Intake | Adopted | Rescued | Reclaimed | Relocated | Euthanized | Expired | Total Outcome | Total Left At Shelter |
|---------|-------|-----------------|-----------------|--------------|---------|---------|-----------|-----------|------------|---------|---------------|-----------------------|
| Cats | 23 | 0 | 0 | 23 | 21 | 2 | 0 | 0 | 1 | 6 | 30 | 3 |
| Dogs | 48 | 2 | 0 | 50 | 33 | 0 | 12 | 0 | 9 | 2 | 56 | 12 |
| Other | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |

Daingefield Animal Shelter Statistics - 2025

| 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 | Adopted | 5/1/2025 | |
| Shep | 7/31/2023 | Dog | Male | Shepherd Mix | 5 Months | Adopted | 1/27/2025 | |
| Haley | 2/12/2024 | Dog | Female | Mixed Breed | 7 Years | Adopted | 1/31/2025 | Returned 3/18/2024 |
| Galaxy | 2/14/2024 | Dog | Female | Husky Mix | 3 Years | N/A | | |
| Peeps | 3/22/2024 | Dog | Female | Mixed Breed | 1 Year | Euthanized | 1/29/2025 | Due to space |
| Lucy | 5/16/2024 | Dog | Female | Pit Bull Mix | Newborn | Euthanized | 1/29/2025 | Due to space |
| Peter | 5/16/2024 | Dog | Male | Pit Bull Mix | Newborn | Euthanized | 3/31/2025 | Destruitive |
| Kate | 7/10/2024 | Dog | Female | Mixed Breed | 3 Years | Adopted | 8/28/2025 | |
| Pippa | 7/10/2024 | Dog | Female | Mixed Breed | 2 Years | Euthanized | 1/29/2025 | Due to space |
| Swiss | 7/17/2024 | Cat | Female | DSH (Black & White) | 10 Weeks | Adopted | 2/13/2025 | |
| Batman | 7/22/2024 | Dog | Male | Lab Mix | 1.5 Years | Euthanized | 1/29/2025 | Due to space |
| Baelon | 7/29/2024 | Cat | Male | Siamese Mix (Black & White) | 5 Weeks | Adopted | 2/13/2025 | |
| Arthur | 8/6/2024 | Cat | Male | DSH (Marbled Gray Tabby) | Newborn | Adopted | 4/10/2025 | |
| Tommy | 8/6/2024 | Cat | Male | DSH (Gray Tabby) | Newborn | Adopted | 4/10/2025 | |
| Johnny | 8/6/2024 | Cat | Male | DSH (Gray Tabby) | Newborn | Adopted | 4/10/2025 | |
| Sausage | 8/14/2024 | Dog | Male | Mixed Breed | 7 Weeks | N/A | N/A | |
| Pepperoni | 8/14/2024 | Dog | Male | Mixed Breed | 7 Weeks | Adopted | 9/12/2025 | |
| Olive | 8/14/2024 | Dog | Female | Mixed Breed | 7 Weeks | N/A | N/A | |
| Holmes | 8/20/2024 | Dog | Male | Mixed Breed | 9 Months | N/A | N/A | |
| Watson | 8/20/2024 | Dog | Male | Mixed Breed | 9 Months | N/A | N/A | |
| Frankie | 10/23/2024 | Cat | Male | DSH (Black & White) | 5 Weeks | Adopted | 2/13/2025 | |
| Paloma | 12/17/2024 | Cat | Female | DSH (Buff Tabby) | 1 Year | Adopted | 2/10/2025 | |
| Tinsel | 12/17/2024 | Cat | Female | DLH (Orange Tabby) | 4 Weeks | Adopted | 2/19/2025 | |
| Hollis | 12/17/2024 | Cat | Male | DMH (Buff Tabby & White) | 4 Weeks | Adopted | 2/10/2025 | |
| Noel | 12/17/2024 | Cat | Female | DMH (Orange Tabby & White) | 4 Weeks | Adopted | 2/13/2025 | |
| Coal | 12/17/2024 | Dog | Male | Border Collie Mix | 10 Months | Adopted | 3/6/2025 | |
| Razzle | 12/19/2024 | Dog | Male | Terrier Mix | 2 Years | Adopted | 1/30/2025 | |
| Holstein | 12/27/2024 | Dog | Male | Mastiff Mix | 1 Year | Adopted | 1/3/2025 | |
| Shrek | 12/27/2024 | Dog | Male | Mixed Breed | 4 Weeks | Adopted | 1/21/2025 | |
| Fiona | 12/27/2024 | Dog | Female | Mixed Breed | 4 Weeks | Adopted | 1/21/2025 | |
| Anya | 1/3/2025 | Dog | Female | Husky Mix | 2 Years | Adopted | 12/22/2025 | |
| Tank | 1/3/2025 | Dog | Male | Pit Bull | 1.5 Years | Euthanized | 1/3/2025 | Bite Case - Rabies Send off |
| Drake | 1/6/2025 | Dog | Male | Lab Mix | 1 Year | Adopted | 12/23/2025 | |
| Hoagie | 1/6/2025 | Dog | Male | Mixed Breed | 6 Weeks | Adopted | 1/17/2025 | |
| Swayze | 1/18/2025 | Dog | Male | Great Dane Mix | 6 Years | Adopted | 5/8/2025 | |
| Sadie | 1/22/2025 | Dog | Female | Yorkipoo | 1 Year | Adopted | 1/29/2025 | |
| Lilith | 1/27/2025 | Dog | Female | Mixed Breed | 3 Months | Adopted | 12/30/2025 | |

| | | | | | | | | |
|------------|-----------|------|--------|---------------------------|-----------|------------|------------|----------------------------------------|
| Ravi | 1/27/2025 | Dog | Male | Mixed Breed | 8 Weeks | Adopted | 8/22/2025 | Adopted 2/11/2025 - Returned 2/14/2025 |
| Nimbus | 1/28/2025 | Dog | Male | Mixed Breed | 6 Months | Expired | 1/30/2025 | Unknown Causes |
| Heathcliff | 1/29/2025 | Dog | Male | Border Collie Mix | 3 Months | N/A | N/A | |
| Edgar | 1/29/2025 | Dog | Male | Border Collie Mix | 3 Months | Adopted | 10/6/2025 | |
| Catherine | 1/29/2025 | Dog | Female | Border Collie Mix | 3 Months | Adopted | 4/23/2025 | |
| Snickers | 2/3/2025 | Dog | Male | Mixed Breed | 2 Years | Euthanized | 3/31/2025 | |
| Sophia | 2/3/2025 | Dog | Female | Mixed Breed | 3 Years | Adopted | 2/19/2025 | |
| Blanche | 2/3/2025 | Dog | Female | Mixed Breed | 6 Weeks | Adopted | 3/3/2025 | |
| Rose | 2/3/2025 | Dog | Female | Mixed Breed | 6 Weeks | Adopted | 2/27/2025 | |
| Dorothy | 2/3/2025 | Dog | Female | Mixed Breed | 6 Weeks | Adopted | 12/29/2025 | |
| Miles | 2/3/2025 | Dog | Male | Mixed Breed | 6 Weeks | Adopted | 3/12/2025 | |
| Stanley | 2/3/2025 | Dog | Male | Mixed Breed | 6 Weeks | N/A | N/A | |
| Milo | 3/3/2025 | Dog | Male | Mixed Breed | 1 Year | Adopted | 8/21/2025 | |
| N/A | 4/3/2025 | Cat | N/A | DLH (White) | N/A | DOA | 4/3/2025 | |
| N/A | 4/28/2025 | Bird | N/A | Common Loon | Juvenile | Rescued | 4/28/2025 | Tri - County Wildlife Rehab |
| N/A | 5/5/2025 | Dog | N/A | Mixed Breed | N/A | DOA | 5/5/2025 | |
| Molly | 5/9/2025 | Dog | Female | Pekingese Mix | 1 Year | Reclaimed | 5/9/2025 | |
| Koba | 5/14/2025 | Dog | Male | Mixed Breed | 3 Months | Adopted | 5/20/2025 | |
| N/A | 5/16/2025 | Cat | Female | DSH (Gray Tabby) | 3.5 Weeks | Expired | 5/18/2025 | Failure to thrive |
| N/A | 5/19/2025 | Cat | N/A | DSH (Gray Tabby & White) | 9 Weeks | DOA | 5/19/2025 | |
| Gladir | 5/19/2025 | Cat | Female | DMH (Black) | 4.5 Weeks | Adopted | 9/2/2025 | |
| N/A | 5/20/2025 | Cat | Female | DLH (Tortoiseshell) | 2 Years | Rescued | 5/20/2025 | Pittsburg Vet Clinic |
| Brittany | 5/20/2025 | Cat | Female | DSH (Diluted Calico) | 5 Weeks | Expired | 6/2/2025 | Failure to thrive |
| Eleanor | 5/20/2025 | Cat | Female | DSH (Tortoiseshell) | 5 Weeks | Adopted | 8/28/2025 | |
| Theodore | 5/20/2025 | Cat | Male | DSH (White & Orange) | 5 Weeks | Adopted | 5/23/2025 | |
| Alvin | 5/20/2025 | Cat | Male | DSH (White & Orange) | 5 Weeks | Adopted | 5/23/2025 | |
| Margot | 5/22/2025 | Cat | Female | DSH (Diluted Calico) | 6 Weeks | Adopted | 9/26/2025 | |
| Juicy | 5/22/2025 | Dog | Female | Bully Mix | 3 Years | Reclaimed | 5/23/2025 | |
| Kilo | 5/22/2025 | Dog | Male | Bully Mix | 6 Months | Reclaimed | 5/23/2025 | |
| Gertie | 5/23/2025 | Dog | Female | Black & Tan Coonhound Mix | 9 Years | Adopted | 8/29/2025 | |
| N/A | 5/28/2025 | Cat | N/A | DSH (White) | 9 Weeks | Rescued | 5/28/2025 | Pittsburg Vet Clinic |
| Ellie | 6/2/2025 | Dog | Female | Mixed Breed | 3 Months | Adopted | 6/10/2025 | |
| Don | 6/5/2025 | Cat | Male | DSH (Gray Tabby) | 9 Weeks | Adopted | 9/26/2025 | |
| Juan | 6/5/2025 | Cat | Male | DSH (Gray Tabby) | 9 Weeks | Adopted | 9/26/2025 | |
| Norman | 6/12/2025 | Dog | Male | Weimaraner Mix | 2 Years | Adopted | 8/6/2025 | |
| N/A | 6/25/2025 | Cat | N/A | DSH (Gray Tabby) | 1 Year | Euthanized | 6/25/2025 | Severe leg and hip injury |
| N/A | 6/25/2025 | Dog | Male | Shepherd Mix | 6 Weeks | Reclaimed | 6/26/2025 | Abandoned by owner |
| N/A | 6/25/2025 | Dog | Male | Shepherd Mix | 6 Weeks | Reclaimed | 6/26/2025 | Abandoned by owner |
| N/A | 6/30/2025 | Dog | Female | Shepherd Mix | 6 Weeks | Reclaimed | 6/26/2025 | Abandoned by owner |
| Yancy | 7/2/2025 | Dog | Male | Border Collie Mix | 1 Year | Adopted | 8/1/2025 | |

| | | | | | | | |
|---------|------------|-----|--------|--------------------------|-----------|------------|------------|
| Piper | 7/21/2025 | Dog | Female | Catahoula Mix | 7 Weeks | Adopted | 7/29/2025 |
| Phoebe | 7/21/2025 | Dog | Female | Catahoula Mix | 7 Weeks | N/A | N/A |
| Prue | 7/21/2025 | Dog | Female | Catahoula Mix | 7 Weeks | N/A | N/A |
| Willard | 8/4/2025 | Dog | Male | Lab Mix | 8 Years | Adopted | 8/12/2025 |
| Aly | 8/5/2025 | Dog | Female | Lab Mix | 11 Months | Reclaimed | 8/8/2025 |
| N/A | 8/6/2025 | Dog | N/A | Mixed Breed | 4 Weeks | Euthanized | 8/6/2025 |
| Zala | 8/27/2025 | Dog | Female | Mixed Breed | 1 Year | Adopted | 9/17/2025 |
| N/A | 9/19/2025 | Cat | N/A | DSH (Gray Tabby) | 5 Months | DOA | 9/19/2025 |
| Magic | 10/21/2025 | Cat | Female | DSH (Calico) | 2 Years | Adopted | 12/18/2025 |
| Josie | 10/23/2025 | Dog | Female | Mixed Breed | 10 Months | N/A | N/A |
| N/A | 11/17/2025 | Cat | Female | DSH (Marbled Gray Tabby) | 1 Year | DOA | 11/17/2025 |
| Rafa | 11/17/2025 | Dog | Male | Pit Bull Mix | 3 Years | N/A | N/A |
| Tick | 11/19/2025 | Dog | N/A | Blue Heeler | N/A | Euthanized | 11/19/2025 |
| Lumen | 11/20/2025 | Cat | Female | DSH (Black) | 2 Years | N/A | N/A |
| Hannah | 11/20/2025 | Cat | Female | DSH (Gray Tabby) | 7 Weeks | Adopted | 12/22/2025 |
| Lila | 11/20/2025 | Cat | Female | DSH (Calico) | 7 Weeks | Adopted | 12/12/2025 |
| Dexter | 11/20/2025 | Cat | Male | DSH (Black & White) | 7 Weeks | Adopted | 12/22/2025 |
| Gimli | 11/20/2025 | Dog | Male | Chihuahua Mix | 5 Years | Reclaimed | 11/26/2025 |
| Leela | 11/25/2025 | Cat | Female | DSH (Black) | 4 Months | N/A | N/A |
| Mister | 12/3/2025 | Dog | Male | Lab Mix | 2 Years | N/A | N/A |
| Shiva | 12/8/2025 | Cat | Female | DSH (Gray) | 2 Years | N/A | N/A |
| N/A | 12/10/2025 | Dog | Female | Blue Heeler Mix | 7 Weeks | Reclaimed | 12/10/2025 |
| Lucy | 12/15/2025 | Dog | Female | Pit Bull/Lab Mix | 5 Months | Reclaimed | 12/18/2025 |
| Linus | 12/15/2025 | Dog | Male | Pit Bull/Lab Mix | 5 Months | Reclaimed | 12/18/2025 |



City Council Code Enforcement Report

This report outlines recent activities and updates related to code enforcement within the city. Our efforts remain focused on maintaining the safety, health, and appearance of our community by ensuring compliance with local codes and ordinances.

1. Inspections Conducted

- Total Inspections: [72]
- Types of Inspections: Inoperable Vehicle, Unsanitary Conditions, Animal Nuisance, burning Trash
- Property maintenance: [43]
- Inoperable Vehicles: [22]
- Signage: [5]
- Burn Violations / Illegal Dumping/ Littering: [0]
- Animal Violations : [15]

2. Violations Issued

- Total Violations: [10 new cases]

3. Actions Taken

- Warnings Issued: [72]
- Notices of Violation: [72]
- Citations Issued: [3]
- Compliance Achieved: [14]

5. To Date:

- Site Inspections: 751
- Compliance Achieved: 335
- Unable to Locate Owner: 12

The Code Enforcement Department remains committed to upholding the city's standards and improving the quality of life for all residents.

We completed abatement on 3 properties. I provided photographs of before and after. Miraculously I did hear from the owner of 908 Linda Dr. Tae Kim and the person responsible for her property. I sent certified letter with the cost of the



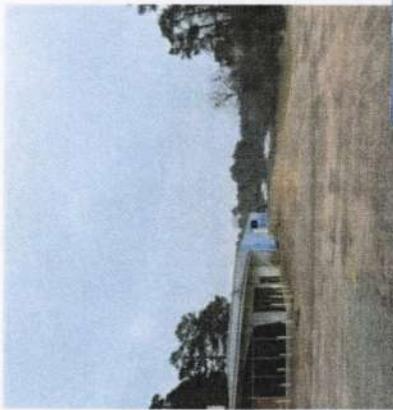


abatement. The party responsible stated he was going to set up a payment plan. He was provided the proper forms in order to do so.

We appreciate the council's support and look forward to continuing our efforts to maintain a safe and attractive community.

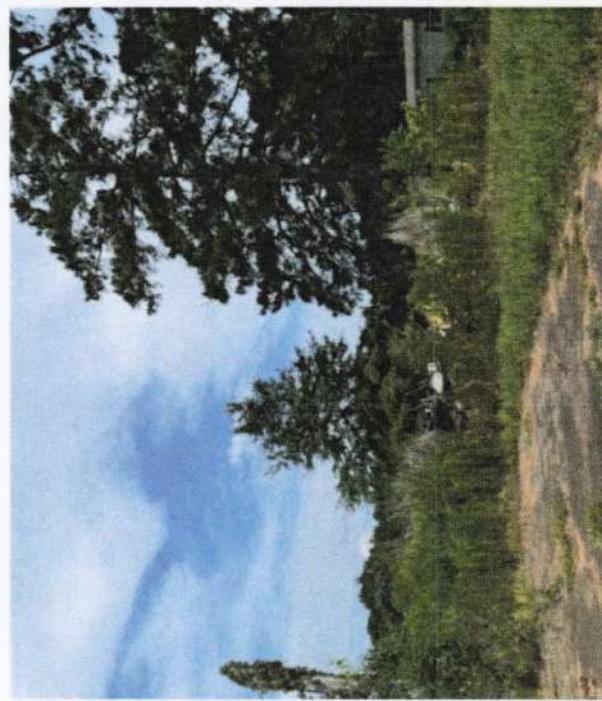
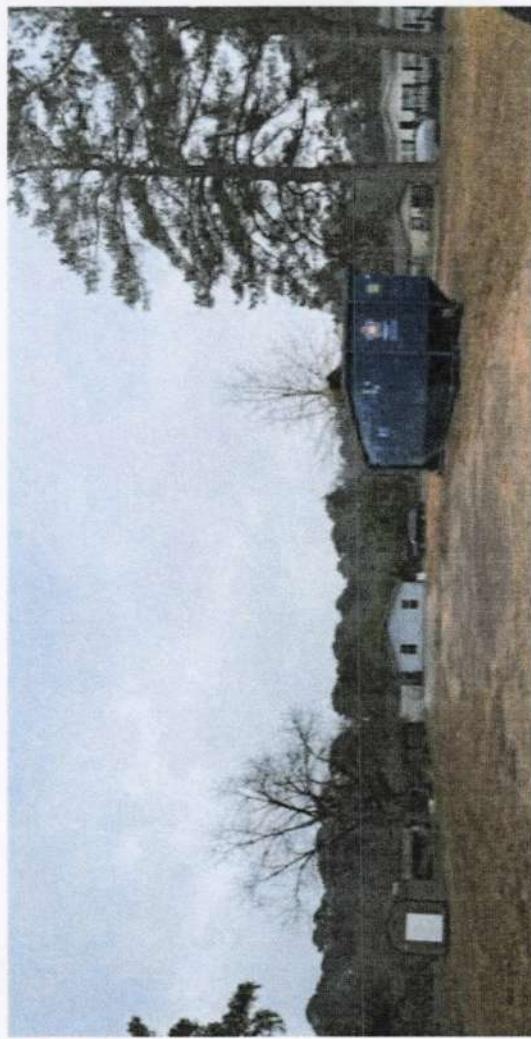
Thank you for your attention to this report. I am happy to answer any questions or provide further details as needed.



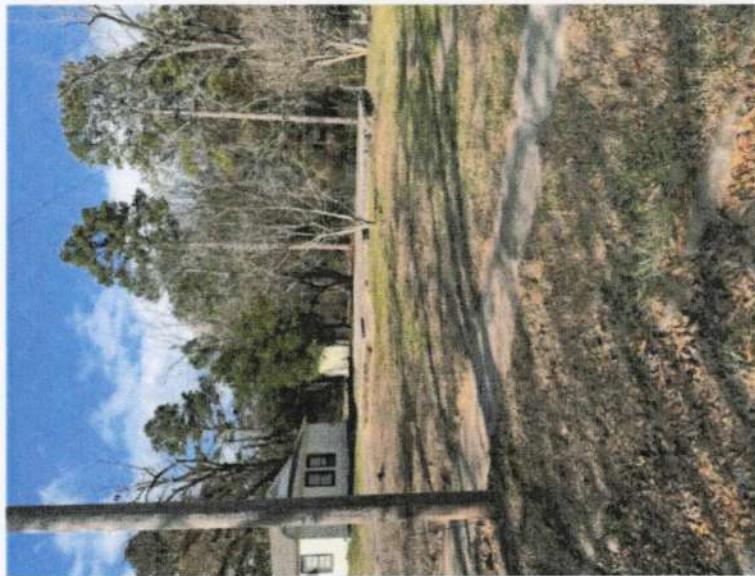


987 LINDA DR

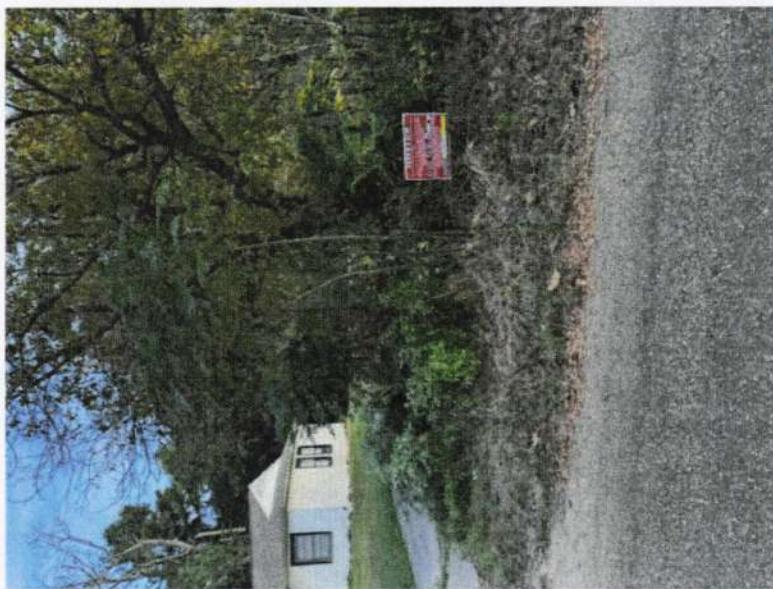
BEFORE
and
AFTER



919 CARPENTER ST

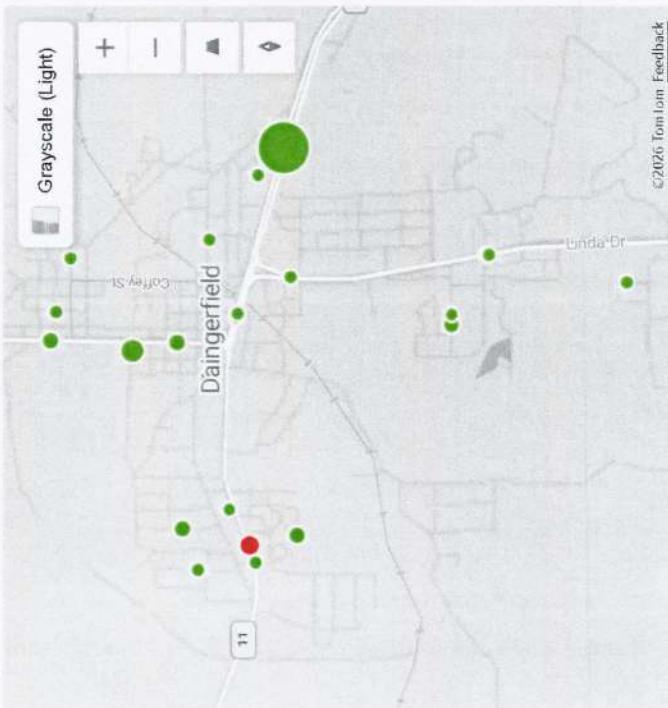


BEFORE
and
AFTER



408 LINDSEY ST

Map



Nature of Calls



Destinations



January 2026

| Detailed Breakdown | |
|---------------------|------|
| Audiobooks | 0 |
| Computer | 99 |
| DVDs | 33 |
| Games & Puzzles | 21 |
| Board Books | 2 |
| Graphic Novels | 7 |
| Fairy Reader | 15 |
| Spanish | 0 |
| Children Fiction | 16 |
| Children NonFiction | 0 |
| Junior Fiction | 6 |
| Junior NonFiction | 1 |
| Classics | 0 |
| Young Adult Fiction | 3 |
| Adult Fiction | 24 |
| Adult NonFiction | 4 |
| Christian Fiction | 17 |
| Boundless | |
| Total | 248 |
| CYTD Total | 2554 |

| Basic Breakdown | |
|-----------------|------|
| Audiobooks | 0 |
| Computer | 99 |
| DVDs | 33 |
| Games & Puzzles | 21 |
| Books | 96 |
| Total | 249 |
| CYTD Total | 2546 |

| Totals | |
|----------------|----------|
| Tax | \$54.00 |
| Copies | \$208.00 |
| Book Donations | \$17.00 |
| Notary | \$20.00 |

| Total Visitors This Month: 450 | |
|--------------------------------|-------------------------------------|
| Total CYTD: | 2678 |
| Monthly Breakdown: | |
| Age or activity | Activity |
| Birth | 5 years |
| 6 yrs - 11 yrs | |
| 12 yrs - 18 yrs | |
| Adult | Book Club |
| | Homeschool Pictures, Legal Services |
| General Public | Summer Read |
| General Public | Summer Programs |

| Questions from Patrons | |
|------------------------|-----|
| Month: | 7 |
| CYTD: | 62 |
| FYTD: | 186 |

Games and Puzzle counts are for those that played in the library, games and puzzles are not checked out.

The noted book donation includes an amount for Thriftbooks. Weeded books were sold to Thriftbooks; money was credited to the account to use when purchasing books.

| Checkout Counts (includes renewals) | |
|-------------------------------------|------------|
| Patron Category | |
| Adult | 123 |
| Juvenile | 6 |
| Young Adults | 0 |
| Total | 129 |

| New Patron Accounts | |
|---------------------|-----------|
| Patron Category | Count |
| Adult | 6 |
| Juvenile | 0 |
| Young Adults | 0 |
| Renewal | 8 |
| Total | 14 |

Monthly Council Report

January 2026

Printed: 1/2/2026

Cases Filed

| | | | |
|---------------|---|-----------------|---|
| Penal Count | 0 | Ordinance Count | 0 |
| Traffic Count | 1 | Parking Count | 0 |
| Other Count | 0 | STEP Count | 0 |
| | | Total Filed | 1 |

Amounts Collected

| | | | |
|-----------|-----------|------------------------|-----------|
| Tech Fund | \$ 4.00 | Building Security Fund | \$ 4.90 |
| State | \$ 62.00 | Fine | \$ 161.92 |
| City | \$ 248.18 | Warrant Fee | \$ 0.00 |
| | | Total Amount | \$ 481.00 |

Warrants

| | | | |
|--------|---|-------------------|---------------|
| Issued | 0 | Recalled | 0 |
| Served | 0 | Oustanding Amount | \$ 424,493.58 |
| | | Total Amount | \$ 0.00 |

Dispositions

| | | | |
|--------------|---|------------------------|---|
| Paid in Full | 0 | Credit for Time Served | 0 |
| Paid Partial | 2 | Dismissed | 0 |
| Appealed | 0 | Total Disposed | 0 |

Trials

| | | | |
|-------|---|-------|---|
| Jury | 0 | Total | 9 |
| Bench | 9 | | |



Citation Offense Count By Stop Type

| Number of NON-TRAFFIC Offenses (for *ALL*) | |
|---------------------------------------------------|----------|
| Number of CITATIONS | 1 |
| Public Intoxication 1st Offense (7005) | 1 |

| Number of TRAFFIC Offenses (for *ALL*) | |
|---------------------------------------------------------|-----------|
| Number of CITATIONS | 22 |
| Fail to Maintain Financial Responsibility (3049 - 3049) | 6 |
| Speeding 15+ (6015 - 3001) | 5 |
| No Drivers License (3103 - 3103) | 3 |
| Animal Nuisance (200) | 2 |
| Expired Operators License (3259) | 2 |
| Speeding 5-10 (6005) | 1 |
| Speeding 11-15 (6011 - 3001) | 1 |
| Expired Motor Vehicle Registration (3656 - 3656) | 1 |
| Rabies Vaccine (265) | 1 |

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

DECEMBER 2025

| | |
|------------------------------------|------------|
| CALLS OF SERVICE: | 172 |
| NUMBER OF TRAFFIC CONTACTS: | 40 |
| CRASH INVESTIGATIONS: | 3 |
| ARREST: | 8 |

OFFICE (903) 645-2114 • DISPATCH (903) 645-2232 • FAX: (903) 645-3263

Daingerfield Fire Department
Activity Report October 2025 thru September 2026

December Number of Calls: 21 YTD: 58

| Date | Hours | Personnel | Remarks | Water Used |
|-------|-------|-----------|---------------------|------------|
| 12/1 | 5 | 5 | Vehicle Crash | 0 |
| 12/1 | 6 | 6 | Vehicle Crash | 0 |
| 12/3 | 4 | 4 | Assist EMS | 0 |
| 12/3 | 5 | 5 | Assist EMS | 0 |
| 12/6 | 4 | 4 | Vehicle Crash | 0 |
| 12/9 | 1 | 1 | Assist EMS | 0 |
| 12/9 | 4 | 4 | Assist EMS | 0 |
| 12/9 | 2 | 2 | Assist EMS | 0 |
| 12/15 | 3 | 3 | Assist EMS | 0 |
| | | | Assist Rocky Branch | |
| 12/15 | 16 | 8 | Grass Fire | 2000 |
| 12/16 | 3 | 3 | Assist EMS | 0 |
| 12/16 | 3 | 3 | Lift Assist | 0 |
| 12/16 | 4 | 4 | Assist EMS | 0 |
| 12/16 | 4 | 4 | Assist EMS | 0 |
| 12/20 | 2 | 2 | Lift Assist | 0 |
| | | | Power Line Down | |
| 12/21 | 1 | 1 | | 0 |
| 12/22 | 2 | 2 | Assist EMS | 0 |
| | | | Rcvd Jenkins | |
| 12/22 | 6 | 6 | Grass Fire | 250 |
| 12/25 | 4 | 4 | Assist EMS | 0 |
| 12/29 | 9 | 9 | Grass Fire | 100 |
| 12/30 | 9 | 9 | Vehicle Crash | 0 |

| | | Personnel | | | | | |
|-------------|----|-----------|-------------|------|----------|------------|------|
| Total Hours | 97 | YTD: 333 | Responding: | 89 | YTD: 306 | Water Used | 2350 |
| | | | AVE: | 9.17 | YTD AVE: | 9.19 | |

Meeting/Training:

| Date | Hours | Personnel |
|-----------------------|-----------|-----------|
| 12/9 | 30 | 15 |
| 12/23 | 24 | 12 |
| Training Hours | 54 | 27 |

Public Relations

| Date | Hours | Personnel |
|-------------------------|-----------|---------------------------------|
| 12/12 | 4 | 2 Lone Star Christmas Parade |
| 12/13 | 10 | 5 Daingerfield Christmas Parade |
| Public relations | 14 | 7 |

Monthly Total Hours: **165**

Calendar

Year:

| | | |
|-------------------------------|---------------|------------|
| City Responses | YTD | 112 |
| Outside City Responses | YTD | 96 |
| | Total: | 208 |

PUBLIC WORKS REPORT
Report Period December 1st – 31st, 2025

Personnel

- Number 7 full-time Public Works employees. 1 full-time Parks
- Comments _____

Parks

- Trash City park checked daily. Picked up trash off State St, Park Dr, W.M. Watson, Carpenter St, Colquit St, Sanders St, Broadnax, Bert St, and Lindsey St.
- Mowing N/A
- Downtown Maintenance – N/A.
- Miscellaneous – N/A.

Streets

- Patching Repaired Potholes on Campbell St, Lone Star St, Christy Ln, Jefferson St and Colquit St.
- Signage Repaired Stop sign at Lamar St.
- Mowing N/A
- Tree Trimming Trimmed limbs Willis St and Webb St.
- Drainage Cleaned drainage on Mt View and Willis St.
- Miscellaneous N/A.

Water

- Leak repairs
 - Service lines N/A
 - Main lines 2" line 1102 Glenn St, 2" line 208 Park Ln, and 2" line 208 Park Ln.

- Connections 6
- Disconnections 110
- Meter reading start/end 12/10/24
- Total meters read 1251
- Total customers billed 1227
- Re-reads/Leak Check 4
- Meters Replaced 0
- Pressure checks 5
- Taps installed 0
- Fire Hydrants
 - Repaired 0
 - Replaced 0
 - Flushed 20

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 387lbs .
- Maintenance/Repairs Contractors are working on racetrack and old clarifier. All four new aerators are now installed and working in race track.
Remaining parts for Clarifier came in and should be up and running next month. 2nd Clarifier has been repaired.

- Non-Compliance Out of permit for Ammonia but numbers are coming down and TSS
- Explanation With renting temporary clarifier we had had issues with pump in temporary clarifier which had caused so issues w/ discharge.
We have worked out issues so numbers should continue to come down.
- Waste Water Treated
 - Beginning reading 181577
 - Ending reading 193812
 - Total treated 12.557 Million Gallons – 0.405 MGD
 - Rainfall 1.2" –
 - Sludge Removal 0 gallons

Lift Station

- Maintenance Daily checks to ensure compliance and no pump issues. Weekly pulling of pumps at West Lift due to large amount of rags.
- Repairs N/A.

Sewer

- Number Calls 6
- Sewer Repairs 0
- Taps installed 0

Miscellaneous Matters

Dropped off 7 carts and picked up 10 cart. Had to add a 2" line and tap houses 1102, 1104, and 1106 Glenn St to help with pressure issues in the area.

**Water Accountability
Report Period
November 10th - December 10th
2025**

| Location | |
|------------------------------------|---------------|
| City Hall/Police Department | 2,700 |
| Library | 500 |
| Fire Department | 1,400 |
| Public Works | 900 |
| Wastewater Treatment Plant | 667,900 |
| Roundabout/Coffey St. | 5,200 |
| City Park (sprinkler) | - |
| Dixie Youth Baseball | 3,400 |
| Animal Shelter | 15,200 |
| Total City Usage | 697,200 |
| Total Gallons Billed | 6,562,680 |
| Fire Fighting Gallons estimate | 2,350 |
| Line Flushing estimate | 1,641,210 |
| Leaks estimate 11/10 -12/10 | 1,007,880 |
| Bulk Water - 11/10 -12/10 | - |
| | |
| Total Gallons Used | 9,911,320 |
| Total Gallons Delivered | 10,579,500 |
| Difference | 668,180 |
| Percentage Unaccounted | 6% |

| | | CITY OF DANGERFIELD | | | 12/31/2025 | | | |
|----------------------------------|--|---------------------|-----------------|---------------|-----------------|--|--|--|
| CASH BALANCE SHEET | | | | | | | | |
| TX HERITAGE Bank/Cypress/TexSTAR | | | | | | | | |
| ACCOUNT NAME | | BALANCE | RECEIPTS | DISBURSE | TOTALS | | | |
| Consolidated - THB | | \$ 530,767.03 | \$ 637,220.69 | \$ 446,838.91 | \$ 721,148.81 | | | |
| TCDP Grant | | \$ 202.09 | \$ - | \$ - | \$ 202.09 | | | |
| RBEG LOAN FUND-TYPE A | | \$ 151,435.31 | \$ 5,822.86 | | \$ 157,258.17 | | | |
| RBEG-TYPE B | | \$ 89,645.47 | \$ 10,451.56 | \$ 3,000.00 | \$ 97,097.03 | | | |
| MCBS CHECKING | | \$ 8,935.64 | \$ 4.04 | | \$ 8,939.68 | | | |
| MCTF CHECKING | | \$ 3,966.10 | \$ 1.42 | \$ 2,725.00 | \$ 1,242.52 | | | |
| MCBS/MCTF-CONSOLIDATED | | \$ 100.00 | | | \$ 100.00 | | | |
| DDM CHECKING | | \$ 735.19 | | | \$ 735.19 | | | |
| CHILD SAFETY-SZ | | \$ 2,238.26 | \$ 1.01 | | \$ 2,239.27 | | | |
| ANIMAL SHELTER | | \$ 11,654.37 | \$ 107.92 | | \$ 11,762.29 | | | |
| HOTEL/MOTEL CHCK | | \$ 49,648.29 | \$ 44.89 | | \$ 49,693.18 | | | |
| PEG FEES SUDDNL | | \$ 4,642.33 | \$ 2.10 | \$ - | \$ 4,644.43 | | | |
| LOCAL TRUANCY PREVENTION | | \$ 759.84 | | | \$ 759.84 | | | |
| HOME GRANT | | \$ - | | | \$ - | | | |
| TXCDBG GRANT | | \$ - | | | \$ - | | | |
| CITY PARK DONATION ACCOUNT | | \$ 100.00 | \$ - | | \$ 100.00 | | | |
| CYPRESS CD 02-1061 | | \$ 141,062.16 | | \$ - | \$ 141,062.16 | | | |
| 4.25% 8/14/2026 | | | | | | | | |
| CYPRESS CD 01-1037 | | \$ 141,029.58 | | \$ - | \$ 141,029.58 | | | |
| 4.25% 8/12/2026 | | | | | | | | |
| CYPRESS CD 01-1040 | | \$ 281,941.47 | \$ 2,811.69 | \$ - | \$ 284,753.16 | | | |
| 4.0% 4/19/2026 | | | | | | | | |
| CYPRESS CD 01-1041 | | \$ 280,347.94 | | \$ - | \$ 280,347.94 | | | |
| 4.0% 4/23/2026 | | | | | | | | |
| CYPRESS CD 02-1062 | | \$ 281,954.83 | \$ 2,811.82 | \$ - | \$ 284,766.65 | | | |
| 4.0% 04/19/2026 | | | | | | | | |
| CYPRESS CD 02-1063 | | \$ 280,347.94 | | \$ - | \$ 280,347.94 | | | |
| 4.50% 4/23/2026 | | | | | | | | |
| TexSTAR-01-1080 | | \$ 102,709.11 | \$ 333.62 | | \$ 103,042.73 | | | |
| YIELD-3.82% | | | | | | | | |
| TexSTAR-02-1080 | | \$ 413,323.91 | \$ 1,342.60 | | \$ 414,666.51 | | | |
| YIELD- 3.82% | | | | | | | | |
| TX HRTG C.O.B. # 2941 | | \$ 100.00 | \$ 186,190.69 | \$ - | \$ 186,290.69 | | | |
| TX HRTG C.O.B. # 2968 | | \$ 100.00 | | | \$ 100.00 | | | |
| TX HRTG C.O.B. # 2984 | | \$ 73.00 | | | \$ 73.00 | | | |
| TX HRTG C.O.B. # 2976 | | \$ 100.00 | \$ 186,024.25 | | \$ 186,124.25 | | | |
| TX HRTG C.O.B. #1606 | | \$ 100.00 | | | \$ 100.00 | | | |
| TX HRTG C.O.B. #1614 | | \$ 111.22 | \$ 9,565.27 | | \$ 9,676.49 | | | |
| TX HRTG DEBT SERVICE #1835 | | \$ 148,151.45 | \$ 24,652.99 | | \$ 172,804.44 | | | |
| TX HRTG C.O.B. #2823 | | \$ 100.00 | \$ 9,445.50 | \$ 770.00 | \$ 8,775.50 | | | |
| TX HRTG C.O.B. #2831 | | \$ 100.00 | | | \$ 100.00 | | | |
| TX HRTG C.O.B. #4249 | | \$ 100.00 | \$ 14,420.30 | \$ 10,970.30 | \$ 3,550.00 | | | |
| TX HRTG C.O.B. #4257 | | \$ 100.00 | | | \$ 100.00 | | | |
| GRAND TOTAL | | \$ 3,057,547.54 | \$ 1,033,171.16 | \$ 583,828.92 | \$ 3,358,527.11 | | | |
| CD's Maturing 2026 | | | | | | | | |
| Pool Account- No Term | | | | | | | | |

REVENUE ACTUAL vs. BUDGET YTD

31-Dec-25

2025-2026

| EXPENSES | | ACTUAL vs. BUDGET YTD | | 31-Dec-25 | | 2025-2026 | |
|--------------|-------------------|-----------------------|-----------------------|--------------|-----------------------|-----------|---------------|
| G/L Code | Account Title | YTD Actual | Budget | Remaining \$ | Remaining % | | |
| 101 | Legislative | \$2,866.01 | \$32,029.00 | | \$29,162.99 | | 91.05% |
| 110 | Administration | \$110,594.22 | \$478,905.00 | | \$368,310.78 | | 76.91% |
| 120 | Library | \$15,409.93 | \$69,954.00 | | \$54,544.07 | | 77.97% |
| 201 | Judicial | \$12,300.32 | \$61,826.00 | | \$49,525.68 | | 80.10% |
| 202 | Police Department | \$152,940.39 | \$710,445.00 | | \$557,504.61 | | 78.47% |
| 203 | Code Enforcement | \$47,671.99 | \$135,711.00 | | \$88,039.01 | | 64.87% |
| 204 | Fire Department | \$35,880.67 | \$161,003.00 | | \$125,122.33 | | 77.71% |
| 205 | Animal Shelter | \$42,177.26 | \$157,130.00 | | \$114,952.74 | | 73.16% |
| 301 | Streets | \$118,215.62 | \$727,621.00 | | \$609,405.38 | | 83.75% |
| 401 | Sanitation | \$73,941.85 | \$434,193.00 | | \$360,251.15 | | 82.97% |
| 602 | City Park | \$13,140.78 | \$147,062.00 | | \$133,921.22 | | 91.06% |
| 601 | Water | \$204,240.91 | \$1,118,658.00 | | \$914,417.09 | | 81.74% |
| 608 | Sewer | \$163,438.64 | \$407,312.00 | | \$243,873.36 | | 59.87% |
| Total | | \$992,818.59 | \$4,641,849.00 | | \$3,649,030.41 | | 80.12% |

Expenses over \$5,000 -DEC 31,2025

CITY OF DAINGERFIELD
SALES TAX

| | 2025-2026 | 2024-2025 | 2023-2024 | 2022-2023 | 2021 - 2022 | 2020 - 2021 | 2019 - 2020 | 2018 - 2019 | 2017 - 2018 | 2016 - 2017 | 2015-2016 |
|-------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| OCT | \$ 63,194.06 | \$ 55,429.39 | \$ 55,701.94 | \$ 48,112.35 | \$ 51,443.59 | \$ 41,142.45 | \$ 34,761.49 | \$ 35,300.59 | \$ 36,337.88 | \$ 35,441.70 | \$ 31,704.23 |
| NOV | \$ 62,709.37 | \$ 53,497.67 | \$ 49,803.84 | \$ 45,806.14 | \$ 46,197.98 | \$ 35,612.60 | \$ 31,359.30 | \$ 33,270.36 | \$ 33,577.76 | \$ 39,876.78 | \$ 33,968.53 |
| DEC | | \$ 52,247.12 | \$ 51,876.11 | \$ 50,182.69 | \$ 42,117.81 | \$ 37,318.54 | \$ 34,762.48 | \$ 34,702.95 | \$ 36,175.21 | \$ 35,973.52 | \$ 34,089.97 |
| JAN | \$ 70,407.91 | \$ 60,657.95 | \$ 66,134.84 | \$ 66,649.73 | \$ 48,088.61 | \$ 42,764.34 | \$ 39,807.70 | \$ 37,709.62 | \$ 34,861.36 | \$ 31,676.77 | |
| FEB | \$ 48,689.48 | \$ 51,370.90 | \$ 52,483.27 | \$ 47,851.50 | \$ 39,490.77 | \$ 34,291.95 | \$ 31,283.74 | \$ 35,127.25 | \$ 46,094.85 | \$ 64,074.18 | |
| MAR | \$ 49,537.71 | \$ 47,562.15 | \$ 48,145.56 | \$ 41,993.69 | \$ 36,435.54 | \$ 31,536.80 | \$ 34,701.53 | \$ 31,673.08 | \$ 34,438.07 | \$ 27,272.25 | |
| APRIL | \$ 63,543.20 | \$ 56,519.81 | \$ 57,440.64 | \$ 63,486.11 | \$ 53,557.35 | \$ 41,293.43 | \$ 35,680.32 | \$ 39,677.01 | \$ 31,459.64 | \$ 34,548.22 | |
| MAY | \$ 62,214.00 | \$ 56,025.91 | \$ 57,699.79 | \$ 44,380.90 | \$ 48,081.93 | \$ 44,606.19 | \$ 34,907.70 | \$ 32,406.71 | \$ 41,223.85 | \$ 56,468.45 | |
| JUNE | \$ 61,142.04 | \$ 53,372.33 | \$ 44,148.01 | \$ 44,395.41 | \$ 44,089.79 | \$ 39,446.15 | \$ 33,957.00 | \$ 36,456.88 | \$ 34,687.58 | \$ 31,820.67 | |
| JULY | \$ 63,656.52 | \$ 65,371.82 | \$ 63,081.26 | \$ 53,757.11 | \$ 50,913.19 | \$ 46,885.21 | \$ 40,559.24 | \$ 37,165.13 | \$ 37,155.79 | \$ 36,660.64 | |
| AUG | \$ 58,690.67 | \$ 51,869.36 | \$ 50,077.31 | \$ 50,099.53 | \$ 45,473.20 | \$ 45,864.91 | \$ 40,854.16 | \$ 31,930.61 | \$ 41,511.29 | \$ 50,345.73 | |
| SEPT. | \$ 53,787.94 | \$ 53,042.76 | \$ 52,483.12 | \$ 47,786.30 | \$ 43,148.35 | \$ 36,962.28 | \$ 31,329.20 | \$ 31,432.68 | \$ 32,602.90 | \$ 39,033.77 | |
| | \$ 125,903.43 | \$ 692,843.65 | \$ 653,174.88 | \$ 635,794.98 | \$ 600,159.66 | \$ 523,352.32 | \$ 464,534.53 | \$ 426,354.49 | \$ 419,669.82 | \$ 445,327.33 | \$ 471,663.41 |

% Increase/decrease
from previous Year

11.73%

1.59%

14.68% 12.67%

5.93%

5.74% -5.58%

| RURAL BUSINESS ENTERPRISE GRANT | | | | | | |
|--------------------------------------------------------------------------------|------------|------------------|----------------------|----------------|------------|----------------------------------------------------------|
| LOANS | | December 1, 2026 | | | | |
| Name | Loan Date | Loan Matures | Loan Amount | Payment Amount | Delinquent | Balance |
| Chris Smith | 10/16/2015 | 11/25/2025 | \$ 32,000.00 | \$ 301.66 | | \$ 601.95 no payment made in November or December |
| Chris Smith-TexSTAR Properties | 1/1/2019 | 1/1/2029 | \$ 75,000.00 | \$ 708.00 | | \$ 25,717.46 FINAL 2 PAYMENTS |
| Chris Smith-TexSTAR Properties #2 | 7/27/2021 | 7/27/2031 | \$ 76,884.00 | \$ 725.00 | | \$ 46,530.53 Paid by Georgia Nava |
| Austin Luxury Realty | 10/15/2021 | 10/15/2031 | \$ 43,000.00 | \$ 405.00 | | \$ 25,949.55 |
| Morris Pharmacy | 2/15/2022 | 2/15/2032 | \$ 80,000.00 | \$ 755.99 | | \$ 47,090.01 |
| Sean Family Realty | 8/24/2022 | 8/24/2032 | \$ 75,000.00 | \$ 707.02 | | \$ 52,642.29 |
| Start2Finish | 12/1/2022 | 12/1/2027 | \$ 35,000.00 | \$ 621.16 | | \$ 15,116.04 |
| Lindberge Construction | 9/26/2024 | 9/26/2034 | \$ 75,000.00 | \$ 707.02 | | \$ 66,337.30 |
| Chism Investments | 1/1/2025 | 1/1/2035 | \$ 49,000.00 | \$ 462.00 | | \$ 45,695.46 One Payment Behind |
| Outstanding Loan Balance | | | | | | \$ 325,680.59 |
| BANK STATEMENT | | | | | | |
| EDC TYPE A Account | | | | | | |
| Beginning Balance | | | \$ 151,435.31 | | | |
| Deposits for the month | | | \$ 5,612.27 | | | |
| Interest | | | \$ 210.59 | | | |
| Expenses for the month | | | | | | |
| Bank Balance as of 12/31/2025 | | | \$ 157,258.17 | | | |
| EDC TYPE B Account | | | | | | |
| Beginning Balance | | | \$ 89,645.47 | | | |
| Deposits for the month | | | \$ 10,451.56 | Sales Tax | | |
| Expenses for the month | | | \$ 3,000.00 | | | |
| Balance as of 12/31/2025 | | | \$ 97,097.03 | | | |
| ** Payroll Expenses will be reimbursed to City in one end of year transaction. | | | | | | |

Minutes of Regular Meeting
Northeast Texas Municipal Water District
Board of Directors
November 24, 2025 – 10:00 a.m.

The Board of Directors of the Northeast Texas Municipal Water District met in an open meeting on Monday, November 24, 2025, at 10:00 A.M. The meeting was held at Northeast Texas Municipal Water District's Executive Office located at 4180 Farm Road 250, Hughes Springs, Texas 75656. Notice of the meeting was legally posted. A quorum was present. An opportunity was provided for public comments before any action was taken by the Board of Directors.

| | | | |
|----------|------------------|---|------------------------|
| Present: | Jack Salmon | - | City of Avinger |
| | Laura Mabey | - | City of Daingerfield |
| | Robyn Shelton | - | City of Hughes Springs |
| | George Ostott | - | City of Jefferson |
| | Dennis Hammond | - | City of Lone Star |
| | Jimmy E. Cox | - | City of Ore City |
| | Patrick Smith | - | City of Pittsburg |
| Staff: | Osiris Brantley | - | NETMWD |
| | Dominik Sobieraj | - | NETMWD |
| | Aracely Reyes | - | NETMWD |

President Jimmy Cox called the meeting to order at 10:00 a.m. Jack Salmon gave the invocation. Mr. Cox led the directors in the pledge of allegiance to the United States and Texas flags.

On a motion by George Ostott and a second by Dennis Hammond, minutes for the October 27, 2025, meeting were approved. Motion carried, all voting aye.

Jack Salmon made a motion to approve the monthly investment report, to approve financial reports on all current accounts and funds, and pay invoices for professional services. Dennis Hammond seconded the motion. Motion carried, all voting aye.

Motion to approve electronic check signing and pay the fee for electronic conversion in the accounting system was made by Dennis Hammond. Patrick Smith seconded the motion. Motion carried, all voting aye.

Dominik Sobieraj gave the Operations Manager report:

Raw water quality is challenging to moderate. Alum dosages are stable between 50mg/l and 65mg/l.

Pittsburg Water Treatment Plant

- **Water Treatment and Process Control:**
 - Repaired the plant's main compressor – broken capacitor.
 - Clifford Power finished quarterly maintenance for the plant and raw water intake generators.
 - Preparing for standard triennial TCEQ Inspection.
 - Finished winterization throughout the entire system.

Tanner Water Treatment Plant and System-Wide Activities

- Finished winterization throughout the entire system.
- **Master Flow Meter Replacement:**
 - Fabricated and installed an emergency bypass for raw water influent to the plant.
 - Installed new Daingerfield/Lone Star master meter.
- **Capital Improvement Projects (CIP 25/26):**
Obtaining quotes and preparing bid postings for multiple CIP 25/26 projects currently in the planning and procurement phase.
 - Chlorine feed system, crane, regulators, etc.
 - Raw water intake dredging and sludge lagoon maintenance.
 - Tractor
 - Raw water pump #3 and new VFD.
 - Filter panels plc, and network overhaul.

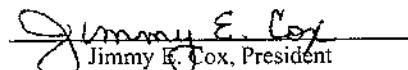
- **Process Optimization and Maintenance:**
Continuing to address elevated organic content in source water.
 - Improved mixing ability with our KMNO4 feed.
- **Operator License Update:**
 - 5 x surface water operators class C
 - 5 x water operators class A

During the general manager's report, Osiris Brantley informed the Board about the annual audit dates and reminded Board members to take pictures for the new website.

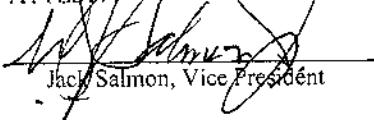
On a motion by Dennis Hammond and a second by Robyn Shelton, the next meeting of the Board of Directors was set for December 29, 2025. Motion carried, all voting aye.

The Board of Directors meeting was adjourned at 10:26 AM on a motion by George Otstott with a second from Dennis Hammond. Motion carried, all voting aye.

APPROVED:


Jimmy E. Cox, President

ATTEST:


Jack Salmon, Vice President



MORRIS COUNTY APPRAISAL DISTRICT

501 Crockett, Suite 1
P.O. Box 563
Daingerfield, Texas 75638
Phone 903-645-5601
FAX 903-645-2694

Summer Golden, RPA • RTA • CCA • CTA • CSTA
Chief Appraiser

December 16, 2025

RE: Selection of Appraisal District Directors for 2026-2027

Taxing Jurisdictions;

The Board of Directors for the Morris County Appraisal District for years 2026 and 2027 have been selected through the voting selection process as described in Section 6.03 (d) of the Property Tax Code. If you have any questions, please do not hesitate to contact me.

They are as follows:

Joe Austin II
Randy Clayton
Jim Goodman
Miguel Larsen
Danny Lilley

With kindest regards,

Summer Golden
Chief Appraiser

Encl.

