

---

## AGENDA

---

The City Council of the City of Daingerfield shall meet in Regular Session Monday, April 14, 2025, 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**
  - A. Presentation by Property Tax Attorneys' Linebarger Goggan Blair & Sampson, LLP
  - B. Presentation of the Audit for Fiscal Year 2023-2024 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.**

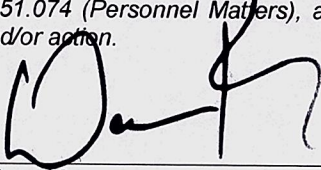
  - A. Deliberate and Act to Approve Minutes of March 10, 2025
6. **Business**

**Discuss, Consider, and Possibly Take Action Regarding:**

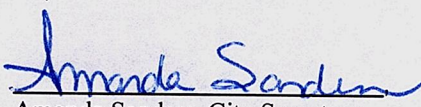
  - A. Deliberate and Act to Award Bid for Texas Water Development Board Project #73915 Contract No. 2 DWSRF Water System Rehabilitation.
  - B. Deliberate and Act on Short Form of Agreement Between Owner and Engineer for Professional Services for Texas Water Development Board- Rural Water Assistance Fund # 21850, Water System Upgrades Specific Scope of Work April 2025.
  - C. Deliberate and Act on Resolution Regarding a Finance Contract for the Purpose of Procuring Heavy Equipment.
  - D. Deliberate and Act on Request from Aaron Hyde to allow a variance on City Ordinance Section 44-48 Truck Routes.
  - E. Deliberate and Act on Resolution authorizing City Manager to open a donation account for City Parks.
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
    - i. Board Application Process, Home Depot Grant, City Projects Update, Tax Abatement

8. **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 Friday, April 11, 2025.

  
Amanda Sanders, City Secretary

SEAL



---

## CITY SECRETARY'S AGENDA NOTES

April 14, 2025

---

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**

- A. **Presentation by Property Tax Attorneys' Linebarger Goggan Blair & Sampson, LLP**
- B. **Presentation of the Audit for Fiscal Year 2023-2024 by Mike Ward, C.P.A.:** Mr. Ward will present the audit for FY 2023-2024 and answer any questions you may have.

#### 5. **Consent**

*Discuss, Consider, and Possibly Take Action Regarding*

*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 March 10, 2025:** Draft Minutes are on pages 8 through 10.

#### 6. **Business**

*Discuss, Consider, and Possibly Take Action Regarding*

- A. **Deliberate and Act to Award Bid for Texas Water Development Board Project #73915 Contract No. 2 DWSRF Water System Rehabilitation:** Bids were solicited and opened on April 3, 2025, at City Hall. Recommendation letter and bid tabulation from the engineers Schaumburg & Polk (SPI) are on pages 11 through 13 of your packets. A representative with SPI will be present to answer questions.
- B. **Deliberate and Act on Short Form of Agreement Between Owner and Engineer for Professional Services for Texas Water Development Board- Rural Water Assistance Fund # 21850, Water System Upgrades Specific Scope of Work April 2025:** Agreement can be found on pages 14-20 and the Scope of Work can be found on pages 21-23.
- C. **Deliberate and Act on Resolution Regarding a Finance Contract for the Purpose of Procuring Heavy Equipment:** Page 24 is the quoted options from Government Capital and page 25 is the resolution. The City Manager recommends the 5-year terms. This finance contract will cover the purchase of a John Deere Backhoe Loader, John Deere Compact Utility Tractor and a Hydraulic Saw. Our current backhoe is a 2008 model, the current tractor is a 1990 model, and we do not have a hydraulic saw.
- D. **Deliberate and Act on Request from Aaron Hyde to allow a variance on City Ordinance Section 44-48 Truck Routes:** Mr. Hyde is requesting permission to drive his loaded truck and trailer over the city streets not designated as truck routes to reach his home at 106 Hughes St. Citizen request on page 26. Ordinance on page 27. Map of location on page 28. Picture of street view on page 29. Mr. Hyde is able to enter from Georgia Pacific Dr to reach his home without traveling over restricted roads. Mr. Hyde is also able to enter from Hwy 259 onto W Hughes St to reach his home.
- E. **Deliberate and Act on Resolution authorizing City Manager to open a donation account for City Parks:** Resolution is on page 30. This account will be used for the receipt and administration of public donations intended to support the improvement, maintenance, and beautification of Daingerfield's city-owned parks. Signatories will remain the same. City Manager-Michelle Jones, City Secretary- Amanda Sanders, Mayor-Wade Kerley and Mayor Pro Tem- Jessie Ayers.

**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 31 through 45.
- B. Financial: Located on pages 46-55.
- C. City Manager: Located on page 4-7

**8. Adjournment.**



### City Manager's Report

The City of Daingerfield is currently accepting applications for the Northeast Texas Municipal Water District appointment in accordance with city ordinance. Current board member Stan Wyatt has advised that he will not be seeking reappointment (see letter from Mr. Wyatt), and the City wishes to thank him for his service. Residents interested in serving must submit an application, resume, and letter of interest to the City Secretary's Office. Eligible applicants must reside in Daingerfield and own taxable property within the city limits. Experience in water management or environmental policy is preferred but not required. Applications will be reviewed, and a recommendation will be brought to the Council for consideration.

The City has been awarded a \$12,300 grant from The Home Depot Foundation to support improvements at Irvin Park. On April 18th, we will collaborate with Team Depot, The Home Depot's associate-led volunteer force, to complete vital park enhancements during a Community Workday. Planned improvements include painting, structural upgrades, and general maintenance to enhance safety and aesthetics. Community volunteers are encouraged to participate, and outreach efforts are underway to promote engagement. We appreciate the Council's support and look forward to a successful event that will make a lasting impact on Irvin Park.

If you are interested in volunteering, please see the attached flyer for more information.

Last month I made you aware of the potential request from the Daingerfield Country Club to provide reuse of our runoff, however, they have decided to look at alternative options at this time. If the request is revisited, I will make you aware.

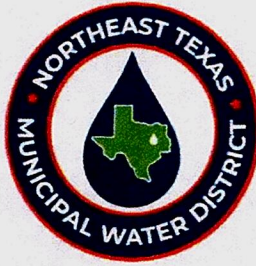
As you may have noticed, contractors have started the project of valve installation and chlorination system project.

I have received a tax abatement application from Daingerfield 259 LLC (Cubbies). The next step for the council will be to determine a reinvestment zone by ordinance, discuss abatement terms and act on that agreement. Due to publishing and posting requirements this will be presented at the May 12<sup>th</sup> meeting.

*Michelle Jones*

Michelle Jones  
City Manager





**NETMWD EXECUTIVE OFFICE**

4180 FM 250 South

P.O. Box 955, Hughes Springs, Texas 75656 Office: (903) 639-7538 Fax: (903) 639-2208

www.netmwd.com

---

March 14, 2025

The Honorable Wade Kerley  
Mayor of the City of Daingerfield  
101 Linda Drive  
Daingerfield, Texas 75638

**Subject: Daingerfield's Appointment to the Board of Directors of Northeast Texas Municipal Water District**

Dear Mayor Kerley & City Council Members:

Northeast Texas Municipal Water District very much appreciates its longstanding relationship with the City of Daingerfield. Provision of treated drinking water to your city is our highest priority.

The District is governed by a seven-member board of directors who meet monthly to direct the activities of the water district. The Board is tasked with overseeing the staffing, financing and operation of two water treatment plants and the delivery of treated drinking water to twelve cities located in five northeast Texas counties. In addition, the District sells untreated water to industries and the cities of Marshall and Longview. The activities are accomplished in accordance with state law and in compliance with the requirements of the Texas Commission on Environmental Quality.

Stan Wyatt has represented Daingerfield since 1998. His current term will lapse June 1, 2025. He continues to serve until his successor has been appointed by the City of Daingerfield for a term that commences June 1, 2025. Please provide an appointee from the City of Daingerfield at your earliest convenience.

Sincerely,

Wayne Owen  
General Manager

---

**NETMWD BOARD OF DIRECTORS**

President: Jimmy E. Cox - Ore City, Vice President: Jack Salmon, Jr. - Avinger, Secretary/Treasurer: Stan Wyatt - Daingerfield  
Saundra Wexler - Lone Star, Robyn Shelton - Hughes Springs, Patrick Smith - Pittsburg, George Otstott - Jefferson

**April 1, 2025**

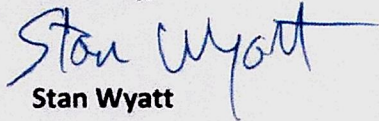
**Wade Kerley, Mayor  
Michelle Jones, City Manager  
Daingerfield City Council**

**All:**

**Please be advised I will not be seeking reappointment as the Daingerfield representative to the NETMWD Board of Directors this May. I have enjoyed the past 27 years on the Board and I have done my best to help the 7 cities by protecting and preserving the waters of East Texas. I can honestly say I HAVE DONE MY BEST.**

**Thank you for giving me the opportunity to serve and thank you for your support during this time.**


**Sincerely,**

  
**Stan Wyatt**




We're thrilled to share that the City has been awarded a \$12,300 grant from The Home Depot Foundation to support improvements at Irvin Park!

We'll be teaming up with Team Depot — The Home Depot's associate volunteer force — for a Community Workday to complete vital park enhancements, and we want YOU to be part of it! 💪

 Date: Friday, April 18

 Time: 9:00 AM – 1:00 PM

 Location: Irvin Park

This is a fantastic opportunity to give back, connect with neighbors, and make a lasting impact in our community. ❤️

CONTACT MICHELLE JONES AT CITY HALL 903-645-3906 EXT. 9 OR  
[MICHELLE.JONES@CITYOFDAINGERFIELD.COM](mailto:MICHELLE.JONES@CITYOFDAINGERFIELD.COM)

MINUTES OF REGULAR MEETING  
OF CITY COUNCIL  
CITY OF DAINGERFIELD  
March 10, 2025

City Council Present: Mayor Wade Kerley Councilmembers Jessie Ayers, Vicki Smith, David Hood, Ben Ramirez, and Mike Carter

Absent:

City Staff Present: City Manager- Michelle Jones, City Secretary/Finance Director - Amanda Sanders, Chief of Police -Tracey Climer, Fire Chief-Jimmy Cornelius, Assistant Fire Chief-Travis Miller, Public Works Director-Kiersten Tucker, Officer- Cameron Ellis, Officer- Jonathan Jordan, Code Compliance-Katelyn Claunch

Others: Josh Sanders-S2F, Jim Goodman, Chuck Clemens-Morris County EMC, Angela Pope, Jerry Lopez, Bobby McKay, Kay Stewart, Eddie Stewart, Sandra Philips-GCLA of TX, Mike Phillips- GCLA of TX, Paula Cresech- Ore City, Osiris Brantley-NETMWD, Beverly Austin, Scot Sartain, Ronnie Barnes, Katie Thomas, Jerry Thomas, Dominik Sobieraj- NETMWD, Taylor Hackemack- Daingerfield State Park, Belinda McLaughlin, Billy Satterfield, Kelly Morrison, Hal Morrison, Lisa Crossland, Marty Vaughn, Chris Osburn, Toby McDaniel, Kim Tallent, Lewis Watkins, Nicole Kimball, Pete Johnston, Scott Brantley, Jessie Laird, Trina Carrington, Ruben Carrington

Mayor Kerley called the meeting to order at 6.01 p.m.

Mayor Kerley gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

### **3. Public Comments**

The following individuals addressed the Council:

- **Jerry Lopez spoke on water sale opposition**
- **Bob Sanders spoke on water sale opposition**
- **Laura Ashley Overdyle spoke on water sale opposition**
- **Brandee Brown chose not to speak**
- **Jerry Thomas spoke on water sale opposition**
- **David Simpson spoke on water sale opposition**
- **Nelson Roach spoke on water sale opposition**
- **Marty Walker spoke on resolution being premature for a vote.**
- **Chris Lopez spoke on water sale opposition**
- **Kim Hall spoke on water sale opposition**
- **Melissa Berry spoke on water sale opposition**
- **Mike Webber spoke on water sale opposition**
- **Kevin Sheehan spoke on water sale opposition**
- **Dwayne Staples spoke on water sale opposition**
- **Robert Byerly spoke on water sale opposition**



**4. Consent Agenda**

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

- A. Deliberate and Act to Approve Minutes of February 10, 2025
- B. Deliberate and Act to Appoint Election Judges and Set Pay Scale for General Election
- C. Deliberate and Act to Approve a Joint Election Agreement Between the City of Daingerfield, Daingerfield-Lone Star Independent School District, City of Lone Star and Northeast Texas Community College

**Motion made by councilmember Carter to approve the consent items as presented. Seconded by councilmember Smith and all voted for. Motion Carried.**

**5. Business**

**Discuss, Consider, and Possibly Take Action Regarding:**

- A. Deliberate, Discuss and Possibly take action on Resolution opposing the sale or lease of water from Northeast Texas Municipal Water District:

**Motion made by councilmember Carter to adopt resolution opposing any sale or lease of water to North Tx Water District. Seconded by councilmember Hood and all voted for. Motion Carried.**

- B. Deliberate, Discuss and Possibly take action on proposed easement at West Lift Station between the City of Daingerfield and Dwayne Staples:

**Motion made by councilmember Hood to reject the terms presented. Seconded by councilmember Smith and all voted for. Motion Carried.**

- C. Deliberate, Discuss and Possibly take action on Type A Economic Development Budget for Fiscal Year 2024-2025:

**Motion made by councilmember Carter to adopt Type A Economic Development Budget for Fiscal Year 2024-2025 as presented. Seconded by councilmember Ramirez, and all voted for. Motion Carried.**

- D. Deliberate, Discuss and Possibly take action to appoint a Director and Administrative Assistant for Type A and Type B Daingerfield Economic Development Corporation:

**Motion made by councilmember Carter to appoint Director- Michelle Jones and Administrative Assistant Amanda Sanders for Type A and Type B Daingerfield Economic Development Corporation. Seconded by councilmember Ramirez and all voted for. Motion Carried.**

**ADDENDUM:**

- 
- E.** Discuss and act upon a Resolution Directing Publication of Notice of Intention to Issue \$385,000 in Combination Tax and Surplus Revenue Certificates of Obligation to Provide Funds for Water System Improvements; and Resolving other Matters Relating to the Subject.
- 

**Motion made by councilmember Carter to accept resolution as presented. Seconded by councilmember Ayers, and all voted for. Motion carried.**

- 6. 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
    - i. Tax Abatement, City Projects Update
- 7. Monthly Boards and Commissions Minutes:** *Informational reports only; no action to be taken:*
- A. Economic Development Corporation

**8. Adjournment**

There being no further business before the Council, the meeting was adjourned at **7:58** p.m. on motion by Councilmember **Smith** seconded by Councilmember **Hood** and all voted for. Motion Carried.

---

Wade Kerley, Mayor

ATTEST:

---

Amanda Sanders  
City Secretary



Date: 4-9-25

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

Re: DWSRF TWDB Project No. 62916 Contract No. 2 New Elevated Storage Tank

Mrs. Jones,

As you are aware, bids for the above-referenced project were solicited and opened on 4-3-2025. A total of One (1) bid was received. See attached for the complete bid tabulation.

**ORIGINAL BASE BID SCHEDULE SUMMARY**

BASE BID	CONTRACTOR
	Maguire Iron, Inc.
<b>TOTAL BASE BID AMOUNT</b>	<b>\$2,908,000.00</b>

Our office has reviewed the qualifications of Maguire Iron, Inc. The Contractor will provide bonds and insurance for the project. The Contractor also has access to adequate equipment and manpower to construct the project.

It is the recommendation of Schaumburg & Polk, Inc. that the contract for the City of Daingerfield, DWSRF TWDB Project No. 62916 Contract No. 2 New Elevated Storage Tank, in the amount of \$2,908,000.00 be awarded to Maguire Iron, Inc. The available construction budget with the TWDB funding is \$2,405,121.72. The intention is to immediately execute a deductive change order for \$554,500.00 to remove the work at the Carpenter Street Plant. The revised contract amount would then be \$2,353,500.00

Sincerely,  
**Schaumburg & Polk, Inc.**

*Christopher Osburn*

Christopher Osburn  
Staff Engineer

**City of Daingerfield**

**TWDB Contract No. 62916 DWSRF Water System Rehabilitation Contract No. 2 New Elevated Storage Tank**

**April 3, 2025 at 10AM**

**City of Daingerfield, 101 Linda Dr., Daingerfield, TX 75638**

<b>Base Bid (SCHEDULE 1 - UNION STREET)</b>				<b>Maguire Iron, Inc.</b>	
<b>Bid No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1	LS	MOBILIZATION	\$140,000.00	\$ 140,000.00
2	1	LS	EROSION CONTROL	\$2,500.00	\$ 2,500.00
3	0.5	AC	SITE CLEARING	\$40,000.00	\$ 20,000.00
4	1	LS	SITE EXCAVATION	\$4,000.00	\$ 4,000.00
5	1	LS	SITE FILLING FOR GRADING	\$6,000.00	\$ 6,000.00
6	2,100	SY	REMOVE AND REPLACE 6" OF TOPSOIL PER TXDOT ITEM 160	\$12.00	\$ 25,200.00
7	232	CY	OFFSITE SELECT FILL MATERIAL	\$50.00	\$ 11,600.00
8	1	LS	100,000 GALLON ELEVATED STORAGE TANK	\$1,548,500.00	\$ 1,548,500.00
9	1	LS	REMOVE AND REPLACE EXISTING PUMP STATION PUMPS WITH NEW PUMPS AS MANUFACTURED BY EBARA MODEL A3U50125110HP OR APPROVED EQUAL	\$30,000.00	\$ 30,000.00
10	1	EA	LOGOS	\$2,000.00	\$ 2,000.00
11	1	LS	8-IN D.I. YARD PIPING	\$85,000.00	\$ 85,000.00
12	1	LS	OSHA COMPLIANT TRENCH SAFETY SYSTEM	\$1,000.00	\$ 1,000.00
13	6	SY	NEW CONCRETE SPLASH PAD	\$1,000.00	\$ 6,000.00
14	1	LS	ELECTRICAL UPGRADES	\$338,000.00	\$ 338,000.00
15	62	LF	INTRUDER RESISTANT FENCE	\$100.00	\$ 6,200.00
16	0.5	AC	ESTABLISH VEGETATION PER TXDOT ITEM 193	\$5,000.00	\$ 2,500.00
17	1	LS	OWNER'S ALLOWANCE FOR MATERIALS TESTING	\$25,000.00	\$ 25,000.00
18	1	LS	OWNER'S ALLOWANCE FOR FIELD CHANGES	\$50,000.00	\$ 50,000.00
19	1	LS	SCADA PLC PROGRAMMING ALLOWANCE	\$50,000.00	\$ 50,000.00
<b>Total Base Bid (SCHEDULE 1 - UNION STREET) (Items 1 - 19):</b>				<b>\$</b>	<b>2,353,500.00</b>

<b>Base Bid (SCHEDULE 2- CARPENTER STREET)</b>				<b>Maguire Iron, Inc.</b>	
<b>Bid No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1	LS	HIGH PRESSURE WASH AND OVERCOAT ELEVATED STORAGE TANK	\$95,000.00	\$ 95,000.00
2	1	LS	MISCELLANEOUS REPAIRS AND SAFETY UPGRADES	\$37,500.00	\$ 37,500.00
3	1	LS	REMOVE AND REPLACE EXISTING PUMP STATION PUMPS WITH NEW PUMPS AS MANUFACTURED BY EBARA MODEL 24MLS0402-1 OR APPROVED EQUAL.	\$30,000.00	\$ 30,000.00
4	1	LS	ELECTRICAL UPGRADES	\$392,000.00	\$ 392,000.00
<b>Total Base Bid (SCHEDULE 2- CARPENTER STREET) (Items 1 - 4):</b>				<b>\$</b>	<b>554,500.00</b>

Alternative Bid (SCHEDULE 3 - CARPENTER STREET)				Maguire Iron, Inc.	
Bid No.	Quantity	Unit	Item Description	Unit Price	Total Price
1	1	LS	SURFACE PREPARATION OF 100,000 GAL STEEL TANK EXTERIOR	\$170,500.00	\$ 170,500.00
2	1	LS	APPLY EXTERIOR EOVERCOAT SYSTEM	\$115,000.00	\$ 115,000.00
3	500	LB	REMOVAL AND REPLACEMENT OF PLATE STEEL	\$75.00	\$ 37,500.00
4	5	EA	PIT FILLINGS MORE THAN 1/8" DEEP REPAIRED BY WELDING	\$1,000.00	\$ 5,000.00
5	1	LS	REMOVE AND REPLACE ALL EXISTING ANTENNAS, CONDUIT, BRACKETS, AND APPURTENANCES EXISTING ON TANK EXTERIOR	\$37,500.00	\$ 37,500.00
6	1	LS	REMOVE AND REPLACE AIRCRAFT WARNING BEACON ASSEMBLY	\$29,000.00	\$ 29,000.00
7	1	LS	REMOVE AND REPLACE ROOF VENT	\$6,500.00	\$ 6,500.00
8	1	LS	REMOVE AND REPLACE WATER ACCESS MANWAY HATCH AND ROOF ACCESS MANWAY HATCH	\$13,000.00	\$ 13,000.00
9	1	LS	REMOVE AND REPLACE TOP THREE RUNGS OF WATER ACCESS LADDER	\$3,500.00	\$ 3,500.00
10	1	LS	FURNISH AND INSTALL FOURTEEN (14) OUTDOOR LED FLOOD LIGHTS MOUNTED ON CATWALK HANDRAIL TO ILLUMINATE BOWL LOGOS	\$78,000.00	\$ 78,000.00
11	1	LS	FURNISH AND INSTALL FOURTEEN (14) OUTDOOR LED FLOOD LIGHTS MOUNTED ON 7 POLES	\$250,000.00	\$ 250,000.00
12	1	LS	FURNISH AND INSTALL TWO (2) ANTENNA MOUNTS	\$1,000.00	\$ 1,000.00
13	1	EA	FURNISH AND INSTALL 2" ALUMINUM ELECTRICAL CONDUIT ON FULL LENGTH OF TANK	\$35,000.00	\$ 35,000.00
14	2	EA	FURNISH AND INSTALL CONFINED SPACE ENTRY PLACARDS	\$250.00	\$ 500.00
15	1	LS	PAINT DUAL DAINGERFIELD LOGOS GRAPHIC ON EXTERIOR OF 100,000 GALLON E.S.T.	\$10,000.00	\$ 10,000.00
16	1	LS	REMOVE AND REPLACE INTERIOR WET RISER COLUMN LIGHTING	\$27,000.00	\$ 27,000.00
17	1	LS	INSTALL NEW 4" DRAIN VALVE ON RISER	\$3,500.00	\$ 3,500.00
18	1	LS	REMOVE AND REPLACE EXISITING CATHODIC PROTECTION ACCESS PORT COVERS	\$4,500.00	\$ 4,500.00
19	1	LS	WASHDOWN AND DISINFECTION OF TANK INTERIOR	\$2,500.00	\$ 2,500.00
20	1	LS	OWNER'S ALLOWANCE FOR FIELD CHANGES	\$25,000.00	\$ 25,000.00
Total Alternative Bid (SCHEDULE 3 - CARPENTER STREET) (Items 1 - 20):				\$	854,500.00

Alternative Bid (SCHEDULE 4 - CARPENTER STREET PUMP STATION UPGRADES)				Maguire Iron, Inc.	
Bid No.	Quantity	Unit	Item Description	Unit Price	Total Price
1	1	LS	REMOVE AND REPLACE EXISTING PUMP STATION PUMPS WITH NEW PUMPS AS MANUFACTURED BY GRUNDFOS MODEL 3095-7/8 KP AS AN ALTERNATIVE TO EBARA MODEL 24MLS0402-1	\$50,000.00	\$ 50,000.00
Total Alternative Bid (SCHEDULE 4 - CARPENTER STREET) (Items 1 - 1):				\$	50,000.00

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Daingerfield** (Owner) and **Schaumburg & Polk, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **TWDB Water System Upgrades** (Project). *Engineer's services are described in the attached 3-page, "Specific Scope of Work" document. This proposal is Exhibit "A" to this Agreement and becomes a binding part of this Agreement.*

Owner and Engineer further agree as follows:

### 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

### 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.10.
- E. Basis of Payment
1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of **\$600,000** by phase as follows:

1) Planning	\$90,000
2) Engineering Design/Bidding	\$318,000
3) Construction Engineering	\$192,000
<b>Total Basic Services</b>	<b>\$600,000</b>
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Standard hourly rates are based on Engineer's most current rate sheet.

## 5.01 Termination

### A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.



## 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

## 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

## 8.01 Successors, Assigns, and Beneficiaries

### A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

This Agreement's Effective Date is \_\_\_\_\_.

Owner:

City of Daingerfield, TX  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

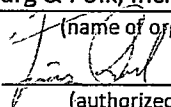
Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

City of Daingerfield  
101 Linda Drive  
Daingerfield, TX 75638

Engineer:

Schaumburg & Polk, Inc.  
(name of organization)

By:   
(authorized individual's signature)

Date: 4/3/2025  
(date signed)

Name: Travis Reed, P.E.  
(typed or printed)

Title: Vice President  
(typed or printed)

Address for giving notices:

Schaumburg & Polk, Inc.  
320 South Broadway, Suite 200  
Tyler, Texas 75702



**City of Daingerfield  
TWDB RWF #21850, Water System Upgrades  
Specific Scope of Work  
April 2025**

Items of work specified below shall be included as Exhibit A to the EJCDC Form of Agreement between Owner and Engineer for Professional Services.

The TWDB RWF Project # 21850, Water System Upgrades project generally includes installation of new water lines, replacements of existing water lines and the installation of new gate valves throughout the system.

**BASIC SERVICES**

1. Planning Phase
  - A. Meet with Owner to determine specific requirements of project.
  - B. Review existing project information with specific reference to operational reports, regulatory correspondence, and existing record drawings and mapping.
  - C. Preliminary discussions of upgrades with Owner.
  - D. Field data collection for design, including any needed topographic survey of selected sites and areas of upgrades.
  - E. Identify options for any necessary property or easement acquisitions.
  - F. Prepare updated preliminary cost opinions and review with Owner.
  - G. Identify any required Environmental permits.
  - H. Prepare Environmental Planning Documents such as a Categorical Exclusion (CE) or Environmental Information Document (EID), as required by the TWDB, and submit to Owner for review and incorporate comments.
  - I. Submit CE or EID to TWDB for TWDB review and respond to comments.
  - J. Prepare an Engineering Feasibility Report (EFR) and review with Owner and incorporate comments.
  - K. Submit EFR to TWDB for TWDB review and respond to comments.
2. Design Phase:
  - A. Prepare preliminary plans and specifications for upgrades and rehabilitation and review with Owner and incorporate comments.
  - B. Prepare final signed and sealed plans and specifications for upgrades and rehabilitation.
  - C. Include consideration of alternate bids as recommended by Engineer or requested by City.
  - D. Review final plans and specifications with City and revise as necessary to address any comments or questions.
  - E. Coordinate final submission to TxDOT, if required, for appropriate permitting of any installation.
  - F. Submit final plans and specs to TWDB, TCEQ and any other required regulatory review, and respond to questions or comments.

3. Bidding Phase:
  - A. Provide contract documents and assist City in bidding project.
  - B. Distribute advertisements directly to contractors to help advertise project.
  - C. Advertise in online plan rooms.
  - D. Print and distribute Plans and Specs to responsive contractors.
  - E. Conduct bid opening, evaluate and tabulate bids, and recommend award to Owner.
  
4. Construction Phase:
  - A. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
  - B. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
  - C. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  - D. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed Work. Anticipated as 16 hours per week for a 52 week construction duration.
  - E. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
  - F. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
  - G. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
  - H. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
  - I. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
  - J. Process pay applications from Contractor.
  - K. In company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  - L. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
  - M. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Resident Representatives field set of plans. These plans will be provided to the Owner in both paper and digital format.

### **Project Deliverables**

1. Completed Environmental Planning Documents (CE or EID) as required.
2. Approved Engineering Feasibility Report.
3. 30% Design Phase Plans, Specifications, Budgets.
4. 60% Design Phase Plans, Specifications, Budgets.
5. Final Signed and Sealed Plans and Specifications.
6. Bidding and Contract Documents.
7. Bid Assessments and Recommendation of Award.
8. Construction Record Drawings – including digital files.

**Responsibilities of Owner**

1. The Owner is responsible for any and all fees required for any permits.
2. This proposal excludes boundary survey.
3. This proposal excludes all actual costs of property or easement acquisition.
4. Cost to prepare, or direct cost for, a USACE individual permit is not included in this proposal (not anticipated).

**END OF 3-PAGE EXHIBIT A**



**GOVERNMENT CAPITAL**  
**CORPORATION**

April 7, 2025

Michelle Jones  
City of Daingerfield  
(903) 645-3906  
michelle.jones@cityofdaingerfield.com

Dear Ms. Jones,

Thank you for the opportunity to present proposed financing for the City of Daingerfield. I am submitting for your review the following proposed structure:

ISSUER:	City of Daingerfield, TX		
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005		
EQUIPMENT COST:	\$ 199,325.19		
ANNUAL TERM:	5 Payments	7 Payments	10 Payments
INTEREST RATE:	5.128%	5.186%	5.302%
PAYMENT AMOUNT:	\$ 46,895.15	\$ 35,200.10	\$ 26,586.36
PAYMENTS BEGINNING:	One year from signing, annually thereafter		

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes closing costs of 1.5% of financed amount. These costs include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Matt Sullivan*



**RESOLUTION**

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING  
**"Heavy Equipment".**

WHEREAS, City of Daingerfield (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Heavy Equipment". 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 a Finance Contract with GCC for the purpose of financing "Heavy Equipment".

Section 2. That the Finance Contract by and between the City of Daingerfield and GCC 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 (Title) or designee, as the authorized signer of the Finance Contract by and between the City of Daingerfield and GCC 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 Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_ by a vote of \_\_\_\_\_ Ayes to \_\_\_\_\_ Nays and is effective this \_\_\_\_\_, 2025.

**Issuer:** City of Daingerfield

Witness Signature

\_\_\_\_\_  
NAME: Wade Kerley  
Mayor

\_\_\_\_\_  
NAME: Amanda Sanders  
City Secretary



Citizens Request to be Placed on the City Council Meeting Agenda

Name: Aaron Hyde Phone: ~~903 285 5877~~  
Meeting Date Requested: April 14<sup>th</sup> 903 285 1774

Question/Issue(describe in detail):

Due to road conditions the only way to get to my residence is by a restricted roadway. Previous theft and unsafe parking leaves no other place to park.

Have you discussed this with the City Manager? Yes  No  When? 3/19/25

Have you discussed this with the Mayor or a member of the Council? Yes  No

Who? \_\_\_\_\_ When? \_\_\_\_\_ What was the response from such discussion(s)?  
\_\_\_\_\_  
\_\_\_\_\_

Why is the above response not adequate? Because no resolution was provided.

What is the resolution you seek?(attach additional sheets if necessary) Permission to travel the small stretch that is restricted or up keep on the 1 road unrestricted

I understand that such appearance requires the approval of the Mayor.  
Aaron Hyde Signature

Note:  
It is the responsibility of the citizen to supply the City Secretary with all backup material(s) at least ten (10) business days prior to the respective Council Meeting. Attached is a copy of the Rules for appearing before the City Council.

To be completed by City Staff:

Reviewed by the City Manager: [Signature] Date: 4-3-25  
Mayor Signature: [Signature] Date: 4-7-25 Approved  Denied   
Citizen notified by: Michelle Jones Date: 4-8-25  
Appointment scheduled with City Manager: \_\_\_\_\_ Time: \_\_\_\_\_

---

**Sec. 44-48. Truck routes, designation; exceptions; penalties.**

(a) This section shall be deemed an exercise of the police power of the state, and of the city, for the public safety, comfort, convenience and protection of the city and citizens of said city, and all of the provisions hereof shall be construed for the accomplishment of that purpose.

(b) The following words and phrases, when used in this section shall, for the purposes of this subsection, have the meanings respectively ascribed to them in this subsection:

*Pickup truck* means vehicles commonly referred to as such with the rating three-quarter ton or less.

*Utility trailers* means every vehicle without motive power, equipped with either two or four wheels designed to carry light loads and to be drawn by a passenger vehicle, used primarily in and about private residences, and not normally used as a commercial vehicle.

(c) It shall be unlawful for any person to operate or drive a truck tractor, road tractor, truck, or pull a trailer, semitrailer or pole trailer in and upon the public streets of the city, except such street or streets that are herein declared and designated as truck routes or such street or streets that may hereafter be declared and designated as truck routes by the city council of the city; or except under the conditions and provisions hereinafter set out in subsection (e) of this section.

(d) The following streets are declared and designated as truck routes within the city limits of the city.

(1) M. W. Watson Boulevard, being SH 11 running from the east city limits to the west city limits of the city.

(2) Broadnax Street, being SH 49 and US 259, running from the north city limits to the intersection with M. W. Watson Boulevard.

(3) Linda Drive, being US 259 running from intersection with M. W. Watson Boulevard and to south city limits.

(e) Under the following conditions trucks and truck tractors may enter those streets not declared and designated as truck routes:

(1) Where such truck or truck tractor is not loaded or pulling another vehicle, trailer, semitrailer or pole trailer, and its purpose for entering is to go to the operator's residence.

a. In the case of a pole trailer when same is loaded on the tractor, or as commonly referred to as piggy-back, will not be considered loaded;

b. Where entry is made to park such vehicle overnight the same shall be parked off the street.

(2) This section is not to be understood to apply to the following vehicles and, unless otherwise regulated, that they are specifically exempt:

a. Authorized emergency vehicles, as defined in this section.

b. Vehicles making delivery or pickup in such restricted area.

c. Utility trailers, as defined in this section, except such utility trailers shall not be left parked upon the public streets or sidewalks overnight.

d. Pickup trucks as defined in this section.

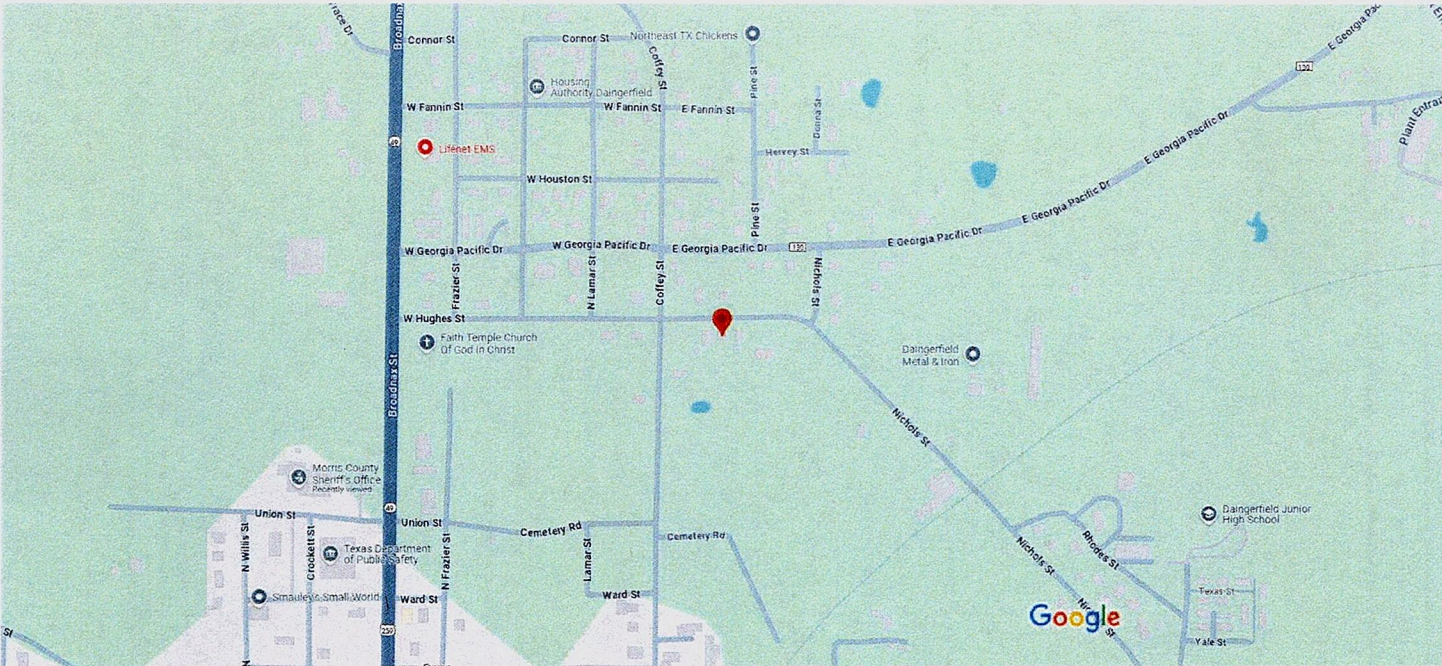
e. School buses.

f. Any person, firm or corporation violating any provision of this section or failing to observe any provision hereof shall be deemed guilty of a misdemeanor and upon conviction shall be fined in accordance with section 1-7.

(Code 1970, § 17-57; Code 2003, § 10.1932; Ord. No. 2006-02, 2-13-2006)

Google Maps

106 E Hughes St



Map data ©2025 Google 200 ft



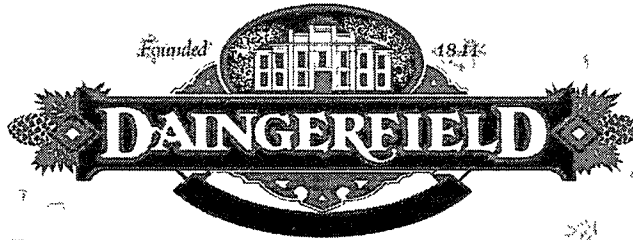




## Daingerfield Animal Shelter Statistics - March 2025

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	N/A	N/A	
Galaxy	2/14/2024	Dog	Female	Husky Mix	3 Years	N/A	N/A	
Peter	5/16/2024	Dog	Male	Pit Bull Mix	Newborn	Euthanized	3/31/2025	Destructive
Kate	7/10/2024	Dog	Female	Mixed Breed	3 Years	N/A	N/A	
Arthur	8/6/2024	Cat	Male	DSH (Marbled Gray Tabby)	Newborn	N/A	N/A	
Tommy	8/6/2024	Cat	Male	DSH (Gray Tabby)	Newborn	N/A	N/A	
Johnny	8/6/2024	Cat	Male	DSH (Gray Tabby)	Newborn	N/A	N/A	
Sausage	8/14/2024	Dog	Male	Mixed Breed	7 Weeks	N/A	N/A	
Peperoni	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	
Coal	12/17/2024	Dog	Male	Border Collie Mix	10 Months	Adopted	3/6/2025	
Anya	1/3/2025	Dog	Female	Husky Mix	2 Years	N/A	N/A	
Drake	1/6/2025	Dog	Male	Lab Mix	1 Year	N/A	N/A	
Swayze	1/18/2025	Dog	Male	Great Dane Mix	6 Years	N/A	N/A	
Lilith	1/27/2025	Dog	Female	Mixed Breed	3 Months	N/A	N/A	
Ravi	1/27/2025	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A	Adopted 2/11/2025 - Returned 2/14/2025
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	N/A	N/A	
Catherine	1/29/2025	Dog	Female	Border Collie Mix	3 Months	N/A	N/A	
Snickers	2/3/2025	Dog	Male	Mixed Breed	2 Years	Euthanized	3/31/2025	
Blanche	2/3/2025	Dog	Female	Mixed Breed	6 Weeks	Adopted	3/3/2025	
Dorothy	2/3/2025	Dog	Female	Mixed Breed	6 Weeks	N/A	N/A	
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	N/A	N/A	





### 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
- Property maintenance: 2
- Zoning compliance: 0
- Animal complaint: 4
- Noise complaints: 0
- Health and safety violations: 2

#### 2. Violations Issued

- Total Violations: 35

##### Common Violations:

- Overgrown vegetation: 0
- Improper storage of materials: 2
- Abandoned vehicles: 14
- Unsanitary conditions: 15

#### 3. Actions Taken

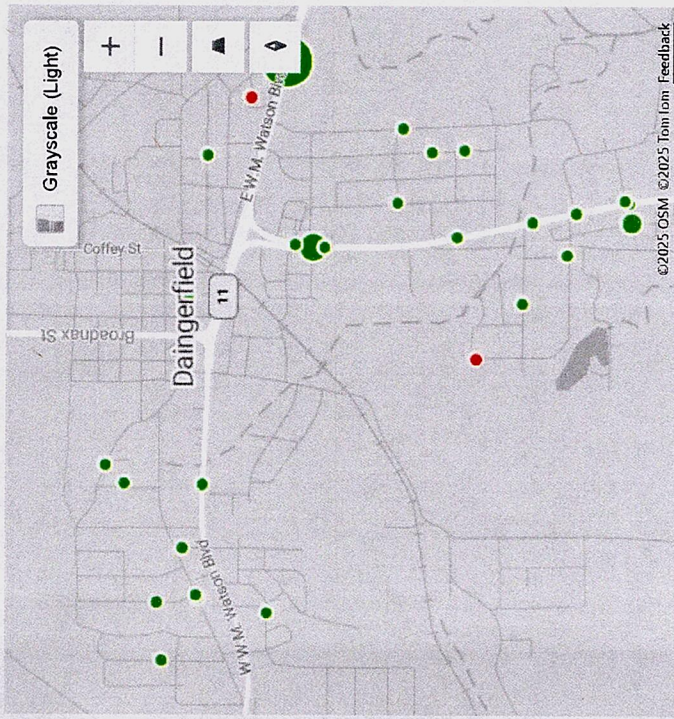
- Warnings Issued: 35
- Notices of Violation: 35
- Citations Issued: 4
- Compliance Achieved: 68.4%

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



### Map



### Nature of Calls



ContractZone	Incidents	% of Total	Compliance %
<input type="checkbox"/> Daingerfield	35	100.00%	91.43%
<input type="checkbox"/> 8:59 Emergency [539 secs]	35	100.00%	91.43%
Arrival-No Patient Contact			100.00%
Arrival-No patient found			100.00%
Arrival-Refusal No Treatment	4	11.43%	75.00%
Mutual Aid Used	1	2.86%	100.00%
PIA-Cancelled by Fire/LE	2	5.71%	100.00%
Termination of Resuscitation	1	2.86%	100.00%
Transferred to Hospital	28	80.00%	92.86%
<b>Total</b>	<b>35</b>	<b>100.00%</b>	<b>91.43%</b>

### Destinations



CTRL + click to select multiple contract zones

Contract Zone

Trip Date

**Daingerfield Fire Department**

**Activity Report October 2024 thru September 2025**

**March 2025**

**Number of calls: 18    YTD: 98**

<u>Date</u>	<u>Hours</u>	<u>Personnel</u>	<u>Remarks</u>
03-01	2	2	Assist EMS
03-02	16	8	Grass/Hay Fire (Assist Cason)
03-02	4	4	Rekindle (Assist Cason)
03-09	3	3	Assist EMS
03-10	5	5	Assist EMS
03-14	32	8	Structure Fire (Assist Cason)
03-14	6	6	Structure Fire (Assist Cason)
03-15	5	5	Assist EMS
03-17	9	9	Alarm Activation – False
03-21	7	7	Grass Fire
03-22	7	7	Hay Bales
03-24	7	7	Illegal Burn of brush
03-25	10	10	Control burn
03-24	10	10	Burn Pile
03-27	3	3	Brush Pile
03-28	6	6	Brush Pile
03-29	26	13	Vehicle Crash
03-31	6	6	Car Fire

**Total Hours    164                    YTD    831    Personnel Responding: 119                    YTD 567**  
**Ave:    7.2                                    YTD Ave: 6.8**

**Meeting/Training**

03-03 to 03-07	76	2
03-11	32	16
03-14	1	1
03-16	10	2
03-17	2.5	1
03-25	28	14

**Training Hours 149.50**

**Monthly total hours 313.50**

**Water: 4580**

**Calendar Year**

<b>City Responses:</b>	<b>YTD</b>	<b>22</b>
<b>Outside City Responses:</b>	<b>YTD</b>	<b>20</b>
	<b>Total:</b>	<b>42</b>

# March 2025

Detailed Breakdown	
Audiobooks	0
Computer	92
DVDs	0
Games & Puzzles	6
Board Books	0
Graphic Novels	14
Easy Reader	5
Spanish	0
Children Fiction	25
Children NonFiction	0
Junior Fiction	34
Junior NonFiction	2
Classics	1
Adult Fiction	76
Adult NonFiction	4
Christian Fiction	11
Boundless	28
<b>Total</b>	<b>298</b>
<b>CYTD Total</b>	<b>921</b>

Basic Breakdown	
Audiobooks	0
Computer	92
DVDs	0
Games & Puzzles	6
Books	200
<b>Total</b>	<b>298</b>
<b>CYTD Total</b>	<b>921</b>

Totals	
Fax	\$46.00
Copies	\$160.55
Book Donations	\$14.00
Notary	\$4.00

Checkout Counts (includes renewals)	
Patron Category	Count
Adult	138
Juvenile	11
Young Adults	2
<b>Total</b>	<b>151</b>

New Patron Accounts	
Patron Category	Count
Adult	4
Juvenile	0
Young Adults	0
Renewal	17
<b>Total</b>	<b>21</b>

Total Visitors This Month: 471			
Total CYTD: 1549		Total FYTD: 2616	
Monthly Breakdown:			
Age of activity	Activity	Number in Activity	FYTD
Birth - 5 years	Music/Finger Plays, Games/Movement	0	13
6 yrs - 11 yrs	Recycled Art, S.T.E. M.	14	103
12 yrs - 18 yrs		0	0
Adult	Book Club	4	39
General Public	Chess Club	33	320

Questions from Patrons	
Month:	8
CYTD:	29
FYTD:	155

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

# Monthly Council Report

March 2025

Printed: 4/1/2025

## Cases Filed

Penal Count	0	Ordinance Count	0
Traffic Count	27	Parking Count	0
Other Count	2	STEP Count	0

Total Filed 29

## Amounts Collected

Tech Fund	\$ 68.22	Building Security Fund	\$ 80.50
State	\$ 1,484.43	Fine	\$ 2,383.00
City	\$ 1,047.28	Warrant Fee	\$ 0.00

Total Amount \$ 5,063.43

## Warrants

Issued	11	Recalled	8
Served	0	Outstanding Amount	\$ 357,404.99

Total Amount \$ 3,415.53

## Dispositions

Paid in Full	15	Credit for Time Served	2
Paid Partial	12	Dismissed	20
Appealed	0	Total Disposed	37

## Trials

Jury	0	Total	0
Bench	0		



## Citation Offense Count By Stop Type

<b>Number of TRAFFIC Offenses (for *ALL*)</b>	<b>33</b>
<b>Number of CITATIONS</b>	<b>33</b>
Expired Motor Vehicle Registration (3656 - 3656)	10
Speeding 11-15 (6011 - 3001)	6
Fail to Maintain Financial Responsibility (3049)	4
No Drivers License (3103 - 3103)	4
DRIVING WHILE LICENSE INVALID (3101)	3
Expired Operators License (3259 - 3259)	1
Speeding in a School Zone (3596)	1
Fail to Stop at Stop Sign (3006)	1
No Front/Back License Plate (3667 - 3274)	1
OPEN CONTAINER-Passenger (3323 - 3323)	1
Possession Of Drug Paraphernalia (7000)	1

TRACEY CLIMER  
CHIEF OF POLICE



DEANNA HARRISON  
ADMINISTRATIVE ASSISTANT

**Daingerfield Police Department**  
101 LINDA DRIVE • DAINGERFIELD, TX 75638

**MARCH 2025**

**CALLS OF SERVICE: 154**

**NUMBER OF TRAFFIC CONTACTS: 94**

**CRASH INVESTIGATIONS: 3**

**ARREST: 19**



**PUBLIC WORKS REPORT**  
**Report Period March 1<sup>st</sup> – 31<sup>st</sup>, 2025**

**Personnel**

- Number                    7 full time Public Works employees, and 1 full time Parks employee at the end of March.
- Comments                    \_\_\_\_\_

**Parks**

- Trash                    Downtown, E. Peak St, Toby St, Willis, Jefferson, Webb and medians on Linda Dr.
- Mowing                    City Park, Downtown/ City Hall.
- Downtown Maintenance – Trimmed trees in City Park and back fence of the Baseball Fields .
- Miscellaneous – N/A.

**Streets**

- Patching                    Repaired potholes on Tiger Dr by clinic, Coffey St, Center St, Hughes & Coffey, Sunset, Park Ln, Tiger Dr, Nix St, Hughes Ave, Watson St, Lindsey St, Franklin St, Webb St, Jefferson St, road going to Ballpark, animal shelter and Wastewater Treatment Plant. .
- Signage                    Replaced signs at Dale Ave, Gilstrap, and Lonestart and Bert St. .
- Mowing                    Firestation, Carpenter St Pump Station, Wastewater Treatment Plant, medians down Highway 11. \_\_\_\_\_
- Tree Trimming                    Trimmed trees in right of way on Georgia Pacific, Walker Dr, Coffey St, Bert St, Freeman St, Henley St, Oak St, Webb St, Wildwood Dr, Ewan Blvd, Franklin St, andvUnion St.

- Drainage                    Worked on drainage at Webb St & Kathryn, replaced separated culvert on Webb St by Peters St intersection, repaired washouts and worked on drainage ditch on Bert St.
- Miscellaneous            N/A.

**Water**

- Leak repairs
  - Service lines            N/A
  - Main lines                N/A
- Connections                29
- Disconnections            38
- Meter reading start/end    3/10/25
- Total meters read            1242
- Total customers billed      1123
- Re-reads/Leak Check      6
- Meters Replaced            0
- Pressure checks            0
- Taps installed                2 – 803 Wildwood Rd and redid tap for 301

**Watson.**

- Fire Hydrants
  - Repaired                    0
  - Replaced                    0
  - Flushed                      23

### City Departmental Usage

- (See Attached Listing)

### Wastewater Treatment Plant

- Chlorine usage 256 lbs .
- Maintenance/Repairs Replaced a pump at the influent lift station.  
Pump had previously been purchased and we had been waiting for parts to come in to be able to install.
- Non-Compliance Still too high on Ammonia.
- Explanation Numbers are coming down as plant comes back to life. TSS and BOD were both back in compliance and Ammonia has come way down from what is was previously.
- **Waste Water Treated**
  - Beginning reading 98404
  - Ending reading 107102
  - Total treated 8.868 Million Gallons – 0.286 MGD
  - Rainfall 4.4”
  - Sludge Removal 3400

### Lift Station

- Maintenance Daily checks to ensure compliance and no pump issues.

- Repairs Replaced seals in west lift pump to get off bypass. This worked for about a week. This worked for about a week. Pump was working but not pumping down, issue was determined on force main. Ran lay flat hose and bypass pump until contractors took over bypass pump.

### Sewer

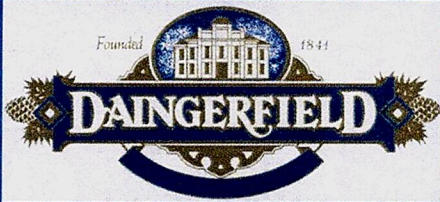
- Number Calls 8
- Sewer Repairs 0
- Taps installed 2- 803 Wildwood Rd and 208 Houston

### Miscellaneous Matters

Dropped off 10 trash carts and picked up 3 trash carts.

**Water Accountability  
Report Period  
January 10th - February 10th  
2025**

Location	
City Hall/Police Department	7,700
Library	700
Fire Department	300
Public Works	1,600
Wastewater Treatment Plant	324,900
Roundabout/Coffey St.	
City Park (sprinkler)	
Dixie Youth Baseball	900
Animal Shelter	15,100
Total City Usage	351,200
Total Gallons Billed	7,747,600
Fire Fighting Gallons estimate	4,580
Line Flushing estimate	2,701,300
Leaks estimate 2/10 - 3/10	
Bulk Water - 2/10 -3/10	
	-
	-
	-
Total Gallons Used	10,804,680
Total Gallons Delivered	11,396,800
Difference	592,120
Percentage Unaccounted	5%



# Monthly Financial Summary Report MAR 2025

This monthly financial report is for the period ending **MAR 31, 2025**, as closed by the Finance department. This represents **6** months into the fiscal year's budget.

**General Fund YTD Revenues: \$1,512,590.82**

**Water & Sewer YTD Revenues: \$823,285.44**

**TOTAL YTD REVENUE: \$2,335,876.26**

As of **MAR**, revenues should be tracking around **49.98%** of the annual budget. Actual YTD revenues are at **54.90%**  
*Rev received YTD up 4.92 %*

**General Fund YTD Expenditures : \$ 1,233,453.29**

**Water & Sewer YTD Expenditures: \$751,208.00**

**TOTAL YTD EXPENDITURES: \$1,984,661.29**

As of **MAR**, expenses should also be tracking around **49.98%**. Actual YTD expenses are at **46.65%**  
*Exp tracking 3.33% LOWER*

**Our general fund balance as of 3/31/25: \$889,125.07**

## YEAR TO DATE RECAP

Revenue \$2,335,876.26

-

Expenses \$1,984,661.29

---

**\$351,214.97**

**REVENUE ACTUAL vs. BUDGET YTD****31-Mar-25****2024-2025**

G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %
1	General Revenue	\$1,512,590.82	\$2,535,361.00	\$1,022,770.18	40.34%
2	Water/Sewer	\$823,285.44	\$1,719,296.00	\$896,010.56	52.11%
<b>Total</b>		<b>\$2,335,876.26</b>	<b>\$4,254,657.00</b>	<b>\$1,918,780.74</b>	<b>45.10%</b>

# EXPENSES ACTUAL vs. BUDGET YTD

31-Mar-25

2024-2025

G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %
101	Legislative	\$16,432.98	\$30,239.00	\$13,806.02	45.66%
110	Administration	\$213,883.39	\$431,231.00	\$217,347.61	50.40%
120	Library	\$27,363.23	\$60,267.00	\$32,903.77	54.60%
201	Judicial	\$22,132.72	\$59,396.00	\$37,263.28	62.74%
202	Police Department	\$312,764.41	\$663,864.00	\$351,099.59	52.89%
203	Code Enforcement	\$43,479.22	\$107,398.00	\$63,918.78	59.52%
204	Fire Department	\$66,963.22	\$140,990.00	\$74,026.78	52.50%
205	Animal Shelter	\$79,385.41	\$154,808.00	\$75,422.59	48.72%
301	Streets	\$226,343.85	\$735,944.00	\$509,600.15	69.24%
401	Sanitation	\$204,961.97	\$430,194.00	\$225,232.03	52.36%
602	City Park	\$19,742.89	\$73,699.00	\$53,956.11	73.21%
601	Water	\$604,496.33	\$988,537.00	\$384,040.67	38.85%
608	Sewer	\$146,711.68	\$377,792.00	\$231,080.32	61.17%
<b>Total</b>		<b>\$1,984,661.30</b>	<b>\$4,254,359.00</b>	<b>\$2,269,697.70</b>	<b>53.35%</b>





## CASH BALANCE SHEET

## TX HERITAGE Bank/Cypress/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 870,455.14	\$ 325,596.88	\$ 306,926.95	\$ 889,125.07
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND-TYPE A	\$ 110,842.39	\$ 5,942.16		\$ 116,784.55
RBEG-TYPE B	\$ 29,348.78	\$ 8,124.91		\$ 37,473.69
MCBS CHECKING	\$ 20,178.24	\$ 12.85		\$ 20,191.09
MCTF CHECKING	\$ 3,951.29	\$ 1.68		\$ 3,952.97
DDM CHECKING	\$ 860.19			\$ 860.19
CHILD SAFETY-SZ	\$ 2,229.89	\$ 0.95		\$ 2,230.84
ANIMAL SHELTER	\$ 36,316.19	\$ 30.84		\$ 36,347.03
HOTEL/MOTEL CHCK	\$ 44,629.69	\$ 37.90		\$ 44,667.59
PEG FEES SUDDNL	\$ 4,625.00	\$ 1.97	\$ -	\$ 4,626.97
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
HOME GRANT	\$ -	\$ -	\$ -	\$ -
CYPRESS CD 02-1061	\$ 136,671.99		\$ -	\$ 136,671.99
<b>4.25% 8/12/2026</b>				
CYPRESS CD 01-1037	\$ 136,671.99		\$ -	\$ 136,671.99
<b>4.25% 8/12/2026</b>				
CYPRESS CD 01-1040	\$ 272,381.07	\$ 3,626.77	\$ -	\$ 276,007.84
<b>5.40% 4/19/2025</b>				
CYPRESS CD 01-1041	\$ 268,720.93		\$ -	\$ 268,720.93
<b>4.50% 4/21/2025</b>				
CYPRESS CD 02-1062	\$ 272,393.98	\$ 3,626.94	\$ -	\$ 276,020.92
<b>5.40% 04/19/2025</b>				
CYPRESS CD 02-1063	\$ 268,720.93		\$ -	\$ 268,720.93
<b>4.50% 4/21/2025</b>				
TexSTAR-01-1080	\$ 99,487.10	\$ 366.59		\$ 99,853.69
<b>YIELD- 4.36%</b>				
TexSTAR-02-1080	\$ 400,357.48	\$ 1,475.22		\$ 401,832.70
<b>YIELD- 4.36%</b>				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 100.00	\$ 7,950.00	\$ 7,950.00	\$ 100.00
TX HRTG C.O.B. # 2984	\$ 73.00	\$ 38,042.37	\$ 38,042.37	\$ 73.00
TX HRTG C.O.B. # 2976	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. #1606	\$ 100.00			\$ 100.00
TX HRTG C.O.B. #1614	\$ 6,150.15	\$ 0.93	\$ 6,042.77	\$ 108.31
TX HRTG DEBT SERVICE #1835	\$ 19,349.51	\$ 17,669.41		\$ 37,018.92
GRAND TOTAL	\$ 3,137,041.87	\$ 394,838.03	\$ 484,184.33	\$ 3,022,095.91

CD's Maturing 2025

CD's Maturing 2026

Pool Account- No Term

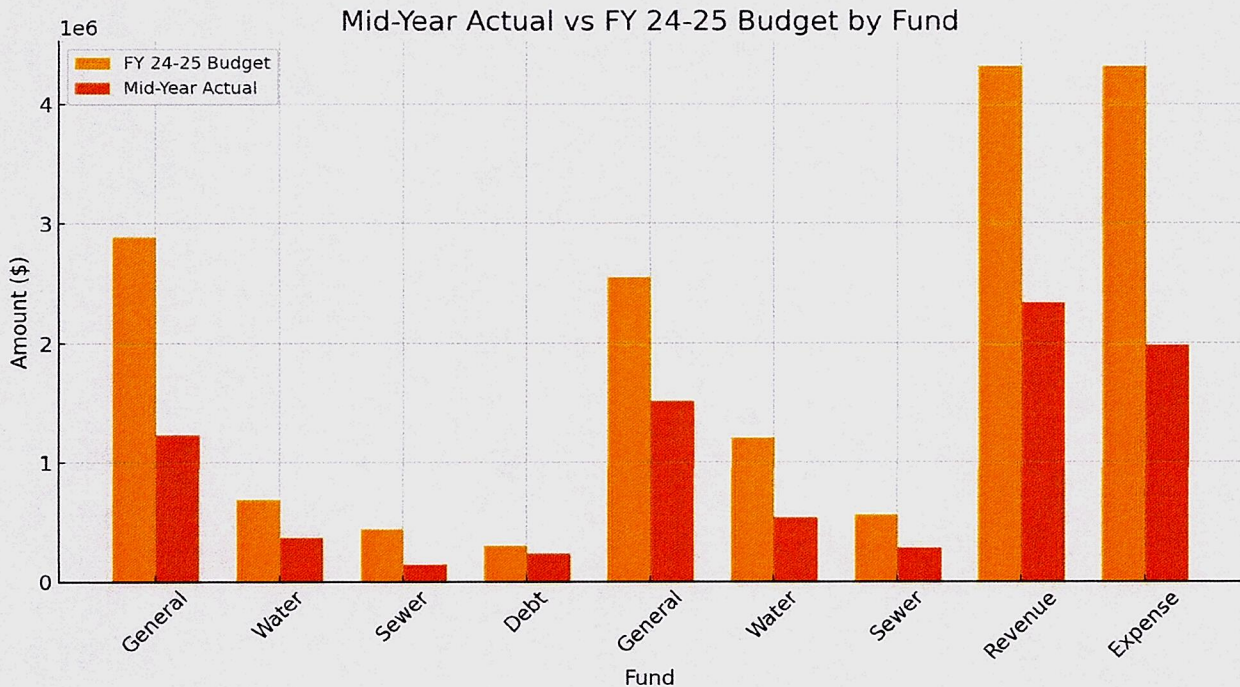
# City of Daingerfield – Mid-Year Financial Report

Reporting Date: April 08, 2025

## Executive Summary

This mid-year financial report provides a clear overview of the City of Daingerfield's spending and budgeting performance. It compares actual expenses incurred in the first half of FY 2024–2025 with the originally adopted budget and highlights key differences in fund-level expenditures. The City remains on track with prudent financial management and is operating within expected parameters.

## Mid-Year vs Budget – FY 2024–2025



This comparison of the FY 2024–2025 adopted budget versus mid-year actuals illustrates that most funds are performing within expected boundaries. The General Fund and Water Fund have utilized roughly half their allocations. Debt-related expenditures remain modest and controlled, comprising about 9% of the total annual budget.

## Conclusion and Next Steps

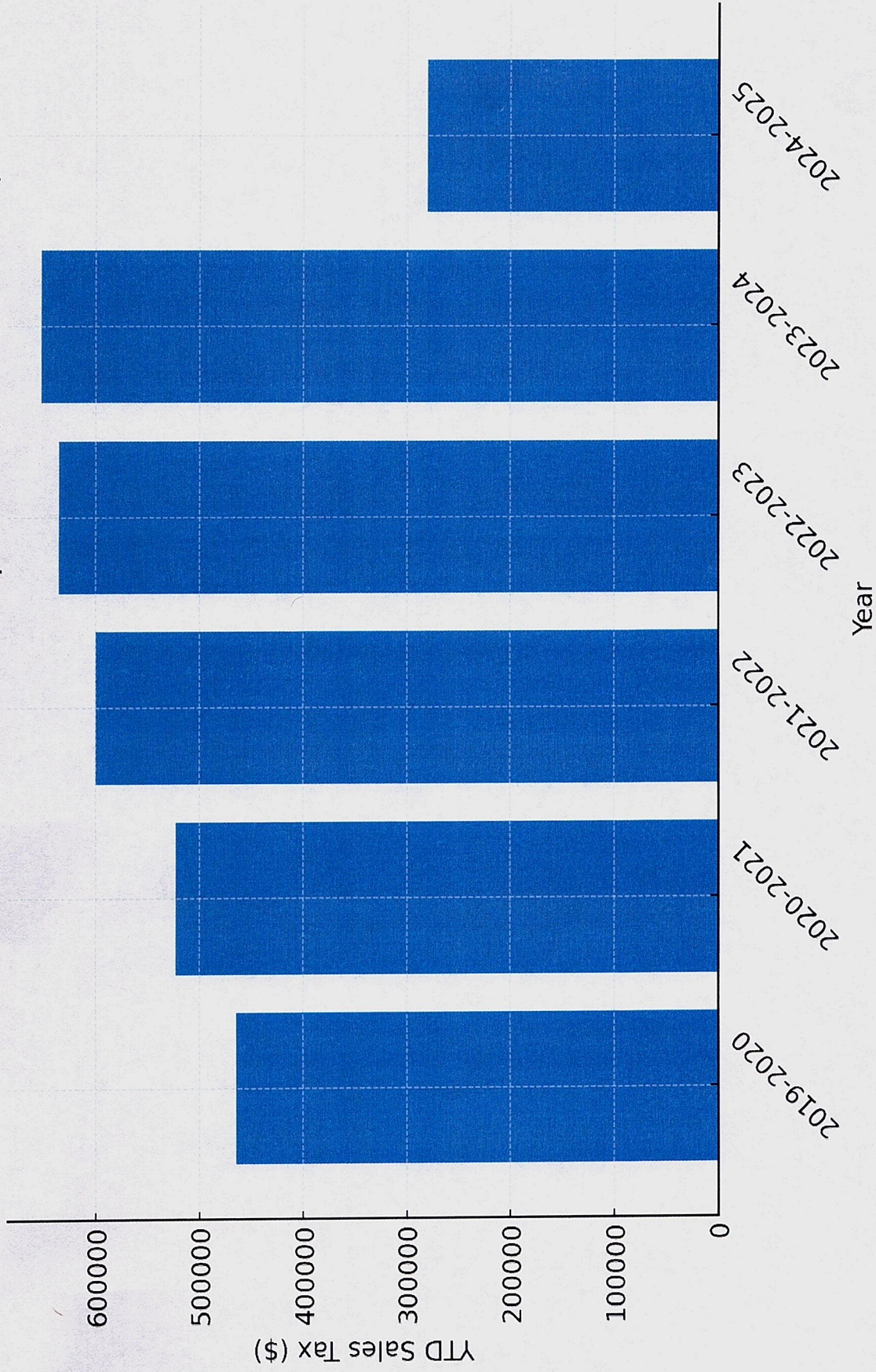
At this mid-year point, the City's financial posture remains strong. With measured expenditures and steady revenue collection, the administration recommends continued focus on infrastructure projects and close monitoring of Water and Sewer fund utilization. Departments are encouraged to evaluate spending plans for alignment with the City's long-term priorities.

CITY OF DAINGERFEILD  
SALES TAX

	2024-2025	2023-2024	2022-2023	2021 - 2022	2020 - 2021	2019 - 2020	2018 - 2019	2017 - 2018	2016 - 2017	2015-2016
OCT	\$ 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	\$ 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		\$ 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		\$ 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		\$ 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		\$ 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		\$ 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		\$ 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.		\$ 53,042.76	\$ 52,483.12	\$ 47,786.30	\$ 43,148.35	\$ 36,962.28	\$ 31,329.20	\$ 31,432.68	\$ 32,602.90	\$ 39,033.77
	\$ 280,271.57	\$ 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	2.73%	5.93%	14.68%	12.67%	8.95%	1.59%	-5.74%	-5.58%	11.73%
--	-------	-------	--------	--------	-------	-------	--------	--------	--------

# Year-to-Date Sales Tax Comparison (Last 5+ Years)



Sales tax is up \$10,860.83 from this time last year  
approx 4.03% increase from this same time last year

## RURAL BUSINESS ENTERPRISE GRANT

March 1, 2025

### LOANS

Name	LOAN DATE	Loan Matures	Loan Amount	Payment Amount	Delinquent	BALANCE	NOTES
Richard Chapman	12/2/2011	12/1/2015	\$19,566.31	\$300.00	\$1,056.36	\$1,056.36	Paid \$300 on 10/9/22
Chris Smith	10/16/2015	11/25/2025	\$32,000.00	\$301.66		\$2,667.39	
Chris Smith-TexSTAR Properties	1/1/2019	1/1/2029	\$75,000.00	\$708.00		\$31,546.37	
Chris Smith-TexSTAR Properties #2	7/27/2021	7/27/2031	\$76,884.00	\$725.00		\$51,508.24	**PAID BY GEORGIA NAVA
Austin Luxury Realty	10/15/2021	10/15/2031	\$43,000.00	\$405.00		\$29,075.34	
Morris Pharmacy Sean Family Realty	2/15/2022	2/15/2032	\$80,000.00	\$755.99		\$52,949.77	
Marty Walker Realty	8/24/2022	8/24/2032	\$75,000.00	\$707.02		\$57,265.29	
Start2Finish	12/1/2022	12/1/2027	\$35,000.00	\$621.16		\$19,789.46	
Lindberge Construction	9/26/2024	9/26/2034	\$75,000.00	\$707.02		\$71,678.09	
Chism Investments	1/1/2025	1/1/2035	\$49,000.00	\$462.00		\$48,279.57	
<b>Outstanding Loan Balance</b>						<b>\$365,835.88</b>	

**BANK STATEMENT**

**EDC TYPE A Account**

<b>Beginning Balance</b>	\$110,842.39	
Deposits for the month	\$5,797.73	
Interest	\$144.43	
Expenses for the month	<b>\$961.84 Payroll</b>	

**Bank Balance as of 3/31/2025**

	<b>\$115,822.71</b>	
--	---------------------	--

**EDC TYPE B Account**

<b>Beginning Balance</b>	\$29,348.78	
Deposits for the month	\$8,114.91	Sales Tax
Expenses for the month	<b>\$961.84 Payroll</b>	

**Balance as of 3/31/2025**

	<b>\$36,511.85</b>	
--	--------------------	--