

AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, February 10, 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**
Information report only, no action to be taken
 - A. 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 January 13, 2025
6. **Business**
Discuss, Consider, and Possibly Take Action Regarding:
 - A. Deliberate and Act to Appoint Councilmember to Local Firemen's Pension Board
 - B. Deliberate and Act on Ordinance Calling for General Municipal Election to be Held Saturday, May 3, 2025
 - C. Deliberate, Discuss and Possibly take action on Type A Economic Development Policy
 - D. Deliberate, Discuss and Possibly take action on Type B Economic Development Policy
 - E. Deliberate, Discuss and Possibly take action on Type A Economic Development Beautification Grant Policy:
 - F. Deliberate, Discuss and Possibly take action on Type B Economic Development Beautification Grant Policy:
 - G. Deliberate, Discuss and Possibly take action on Type B Economic Development Budget for Fiscal Year 2024-2025:
 - H. Deliberate, Discuss and Possibly take action on re-appointment of Daingerfield Economic Development Type A&B board members in places 2, 4, and 6, Beverly Austin, Keitha Nilsson, and Walter Bass:
 - I. Discuss, consider and adopt a resolution to designate authorized signatories for the 2023 Texas CDBG program, grant agreement number CDV23-0169
 - J. Discuss, consider, and approve a resolution adopting required CDBG Civil Rights policies
 - K. Discuss, consider and approve Proclamation to proclaim April as Fair Housing Month.
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. School Zone Projects, Digital Sign, Cubbies, Chamber Banquet, Irvin Ballpark
8. **Monthly Boards and Commissions Minuets:** *Informational reports only; no action to be taken:*
 - A. Economic Development Corporation
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 Kenney, Mayor

I, Amanda Sanders, certify that the above notice of meeting was posted in a public place before 4:30 p.m. on Friday, February 7, 2025.

Amanda Sanders, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES
February 10, 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

Information report only, no action to be taken

1. **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 January 13, 2025: Draft Minutes are on page 5 and 6.

6. Business

Discuss, Consider, and Possibly Take Action Regarding

A. Deliberate and Act to Appoint Councilmember to Local Firemen's Pension Board:

Currently appointed is Councilmember Mike Carter. Mr. Carter has stated he will continue to serve upon the council's approval. Travis Miller is Chairman of the board and will be the point of contact.

B. Deliberate and Act on Ordinance Calling for General Municipal Election to be Held Saturday, May 3, 2025: Ordinance on pages 7-11.

C. Deliberate, Discuss and Possibly take action on Type A Economic Development Policy: This has been approved by the DEDC, policy on pages 12-20

D. Deliberate, Discuss and Possibly take action on Type B Economic Development Policy: This has been approved by the DEDC, policy on pages 21-30

E. Deliberate, Discuss and Possibly take action on Type A Economic Development Beautification Grant Policy: This has been approved by the DEDC, policy on pages 31-35

F. Deliberate, Discuss and Possibly take action on Type B Economic Development Beautification Grant Policy: This has been approved by the DEDC, policy on pages 36-41

G. Deliberate, Discuss and Possibly take action on Type B Economic Development Budget for Fiscal Year 2024-2025: Both Type A and Type B Economic Development Corporations (EDCs) in Texas are legally required to adopt an annual budget. This requirement is outlined in the Texas Local Government Code, specifically in Chapter 501, which governs development corporations. Section 501.073(a). Budget on pages 42. This budget has been approved by the DEDC.

H. Deliberate, Discuss and Possibly take action on re-appointment of Daingerfield Economic Development Type A&B board members in places 2, 4, and 6, Beverly Austin, Keitha Nilsson, and Walter Bass: All three have confirmed their willingness to continue to serve, and the EDC board has recommended them for re-appointment.

I. Discuss, consider and adopt a resolution to designate authorized signatories for the 2023 Texas CDBG program, grant agreement number CDV23-0169: Resolution on page 43

J. Discuss, consider, and approve a resolution adopting required CDBG Civil Rights policies: Policies on pages 44-56

K. Discuss, consider and approve Proclamation to proclaim April as Fair Housing Month:

This proclamation will help to fulfill Fair Housing activity obligations as required by the grant.
Proclamation on page 57.

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 58 through 72.

B. Financial: Located on pages 73-79

C. City Manager: Located on page 4

8. Monthly Boards and Commissions Minutes: *Informational reports only; no action to be taken:*

A. Economic Development Corporation on page 80

9. Adjournment.



City Manager's Report

The School Zone was successfully installed and is fully operational at the Jr. High School. Additionally, the upgrades to Tiger Drive are nearing completion. The final step will be the installation of speed bumps at both ends of the road. These are expected to arrive soon and will be installed shortly thereafter.

The Digital Sign was successfully installed and is fully operational.

I have spoken with representatives from Cubbies, and they have received the traffic study results. They have submitted the recommended changes to TXDOT for review. Additionally, TXDOT has indicated that Cotton Street would need to be 'gifted' to the City as part of the process.

At this stage, the developers are awaiting TXDOT's approval of the submitted changes. I am maintaining close contact with the developers and reassuring them that the City is willing to collaborate with them throughout this process.

I am pleased to share that Public Works has been nominated for the Community Service Award by the Chamber of Commerce. This recognition is well deserved, highlighting the dedication and hard work of the department.

The Chamber Banquet, where the award will be presented, is scheduled for March 1, 2025.

Congratulations to the Public Works team on this achievement!

I am excited to share the recent improvements made to Irvin Ballpark. The bathroom remodel has been completed, marking a significant step in the park's revitalization efforts.

In addition to the renovations, several businesses have generously contributed to the project. A special thank you to Trico Lumber for donating all the lumber needed to rebuild the dugouts and to Kenny Gaddis, owner of Transmission Unlimited, for donating new tin for the dugouts.

To recognize all sponsors who have supported the revitalization, a sign will be displayed in their honor. This remains an ongoing project, and I will continue to provide updates as further improvements are made.

Michelle Jones
Michelle Jones
City Manager



MINUTES OF SPECIAL MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
JANUARY 13, 2025

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

Absent: Mike Carter

City Staff Present: City Manager Michelle Jones, City Secretary/Finance Director Amanda Sanders, Police Chief Tracey Climer, Fire Chief Jimmy Cornelius, Assistant Fire Chief Travis Miller

Others: Jim Goodman, Willaim Smith-SPFI, Taylor Hackemack-State Park, Nicole Kimball-Steel Country Bee, Beverly Austin-Daingerfield EDC, Joe Austin- MCC, Lesia Lewis-DLSISD, Sheran West, Chuck Clemens, Niakesha Douglas, Markeno Royal

Mayor Kerley called the meeting to order at 6:00 p.m.

Mayor Kerley gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

3. Public Comments: No Public Comment

4. Consent Agenda

A. Deliberate and Act to Approve Minutes of December 9, 2024: Motion Made by councilmember Ramirez to approve the minutes as presented. Seconded by councilmember Smith. All voted for. Motion carried.

5. Business

Discuss, Consider, and Possibly Take Action Regarding:

- A. Discuss and Consider Adoption of Ordinance 20251301-01 Authorizing the Issuance of City of Daingerfield, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2025A, in the Principal Amount of \$1,180,000 to Fund Water System Improvements and Awarding the Sale of Such Certificates of Obligation to the Texas Water Development Board:** Motion Made by councilmember Ayers to adopt ordinance 20251301-01. Seconded by councilmember Hood and all voted for. Motion Carried.
- B. Deliberate Discuss and consider adoption of Resolution 20251301-R01 Approving the Execution and Delivery of a Principal Forgiveness Agreement with the Texas Water Development Board in the Amount of \$ \$2,693,010 for Water System Improvements; and Resolving Other Matters Relating to the Subject:** Motion made by councilmember Hood to adopt Resolution 20251301-R01. Seconded by councilmember Ramirez and all voted for. Motion carried.
- C. Discuss and consider adoption of Resolution 20251301-R02 Authorizing and Directing Establishment of Two Construction Accounts with Depository Bank in Connection with Texas Water Development Board Project; appointing Authorized**

Signatories with respect to such Accounts; and Resolving Other Matters relating to the Subject: Motion Made by councilmember Hood to adopt Resolution 20251301-R02, all signatories will remain the same. Wade Kerley- Mayor, Jessie Ayers-Mayor Pro Tem, Michelle Jones- City Manager, and Amanda Sanders-City Secretary. Seconded by councilmember Smith. All voted for. Motion Carried.

- D. Deliberate and Act on Resolution 20251301-R03 Authorizing the Submission of a HOME Application to the Texas Department of Housing and Community Affairs and Authorizing the City Manager to Act as the City's Executive Officer, Signatory and Representative in all Matters Pertaining to the City's Participation in the HOME Program Reservation System Agreement:** Motion made by Councilmember Ayers to approve Resolution 20251301-R03, seconded by councilmember Hood. All voted for. Motion Carried.
- E. Deliberate and Act on Resolution 20251301-R04 to Approve Submission of a Grant Application for the Daingerfield Police Department Save a Life Grant to the Office of the Governor:** Motion Made by councilmember Ramirez to approve Resolution 20251301-R04. Seconded by Councilmember Smith and all voted for. Motion Carried.
- F. Deliberate and Act to Approve Daingerfield Police Department Racial Profiling Report:** Motion made by Councilmember Hood to approve Daingerfield Police Department Racial Profiling Report. Seconded by Councilmember Ramirez and All voted for. Motion Carried.
- G. Deliberate and Act to approve Daingerfield Fire Department Racial Profiling Report:** Motion Made by Councilmember Ramirez to approve Daingerfield Fire Department Racial Profiling Report. Seconded by Councilmember Ayers and all voted for. Motion Carried.

6. Monthly Departmental Reports: *Informational reports only; no action to be taken:*

- 1. Animal Shelter, Code Enforcement, EMS, Fire, Library, Municipal court, Police, Public Works
- 2. Financial
- 3. City Manager
 - i. City Projects, FEMA Grant

7. Adjournment.

There being no further business before the Council, the meeting was adjourned at 6:25 p.m. on motion by Councilmember Smith seconded by Councilmember Ramirez and all voted for. Motion Carried.

Wade Kerley, Mayor

ATTEST:

Amanda Sanders
City Secretary

ORDINANCE NO. 20250210

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD IN THE CITY OF DAINGERFIELD, TEXAS, ON THE UNIFORM ELECTION DATE OF MAY 3, 2025, FOR THE QUALIFIED VOTERS OF THE CITY OF DAINGERFIELD, TEXAS, TO ELECT THREE CITY COUNCIL MEMBERS FOR A FULL TERM; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING FOR ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR THE AUTHORITY TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING FOR RELATED MATTERS; PROVIDING FOR EARLY VOTING; PROVIDING FOR EFFECTIVE DATE AND OPEN MEETINGS CLAUSES

WHEREAS, May 3, 2025, is the Uniform Election Date (also referred to herein as “Election Day”) upon which the City Council for the City of Daingerfield, Texas (the “City”) is authorized by law to conduct a municipal election;

WHEREAS, pursuant to state law, the City Council for the City, by the adoption of this Ordinance, intends to order a municipal election to take place on the May 3, 2025, Uniform Election Date for the qualified voters of the City to elect the following officials for the following offices of the City to serve a full term under the laws of the State of Texas and the City Charter:

- One (1) Council Member, At Large; and
- One (1) Council Member, At Large; and
- One (1) Council Member, At Large; and

WHEREAS, the Texas Election Code (the “Code”) is applicable to said election and this Ordinance establishes procedures consistent with the Code, and designates the voting place for the election;

WHEREAS, the City Council of the City of Daingerfield intends, and by adoption of this Ordinance, the City Council of the City of Daingerfield calls and orders a general election to be conducted and held on May 3, 2025, general Uniform Election Date for voters to elect three (3) City Council members for a full term to the City of Daingerfield City Council;

NOW, THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS:

Section 1. Findings of Fact. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct and that they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Order of General Election. The City Council for the City orders that the General Municipal Election of the City shall be held on Saturday, May 3, 2025 Uniform Election Date to elect the following officials for the following offices of the City of Daingerfield:

One (1) Council Member, At Large; and
One (1) Council Member, At Large; and
One (1) Council Member, At Large

Candidates for the above offices shall file their application for a place on the ballot with the City Secretary of the City, at 101 Linda Drive, Daingerfield, Texas 75638 between 8:00 a.m. and 5:00 p.m., no later than February 14, 2025, excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the Texas Election Code. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

Section 3. Ballots. The ballots used for the general election shall comply with the Texas Election Code and shall be in the form provided by the City for use on the respective voting devices used by the City.

Section 4. Printed Materials. The official ballots, together with such other election materials as required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 5. Notice of Election. Notice of the election shall be given in the manner as provided in the Texas Election Code and the City Charter. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the twenty-first (21st) day before the election, and by publishing said notice of the election in a newspaper of general circulation, not earlier than thirty (30) days nor later than ten (10) days prior to said election. The City Secretary is authorized and shall give all notices required for the election.

Section 6. Conduct of Election. The City Secretary and his/her designees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City. The election shall be held and conducted in compliance with the City Charter and state law.

Section 7. Election Precincts and Election Day Polling Places. The City has one (1) election precinct and said election shall be at the following place in said City:

J. D. Parrish Administration Building,
200 Tiger Drive
Daingerfield, Texas.

Section 8. Designation of Polling Place(s). The polls at the designated polling place(s) shall on said Election Day to be opened from 7:00 A.M. to 7:00 P.M. in the J. D. Parrish Administration Building, 200 Tiger Dr., Daingerfield, Texas. The City Secretary shall tabulate and provide the election returns for votes cast for the propositions presented to the voters to amend the City Charter.

Section 9. Early Voting. (a) Early voting by personal appearance shall commence on Tuesday, April 22, 2025, and continue through Tuesday, April 29, 2025, and early voting polls shall remain open for the time specified by the Texas Election Code and the respective Elections

Administrator.

(b) The period to apply for a ballot by mail is January 1, 2025, through April 22, 2025. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 22, 2025.

(c) The period to apply for a federal postcard application (FPCA) is January 1, 2025, through April 22, 2025. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 22, 2025.

(d) Early Voting Conducted by the City:

1. Early voting, both by personal appearance and by mail will be conducted by the City Secretary in accordance with the Texas Election Code for the qualified voters of the City residing in the City. The City Secretary is hereby designated and appointed as an Early Voting Clerk for the general election for qualified voters of the City.

2. Applications for ballot by mail for qualified voters of the City residing in the City shall be mailed to:

Amanda Sanders

City Secretary

Mailing and Physical Address:

101 Linda Drive

Daingerfield, Texas 75638

Telephone Number: (903) 645-3906

Email Address: amanda.sanders@cityofdaingerfield.com

Website: <https://www.cityofdaingerfield.com/city-secretary>

3. The main early voting location for qualified voters of the City is: the City Conference Chambers in the Daingerfield City Hall located at 101 Linda Drive, Daingerfield, Texas 75638.

4. Early voting for qualified voters of the City shall be held at the dates, times, and location authorized by the City Secretary. Any early voting polling place may be added or changed by the City Secretary upon compliance with applicable law. Early voting by personal appearance shall only be conducted on one or more Saturdays or Sundays during the early voting period upon receipt of a written request submitted by at least 15 registered voters of the territory covered by the election as required by state law.

Section 10. Election Judges and Clerks. Prior to the Election Day, the election judges, alternate judges, clerks, and other personnel necessary for conducting the Election shall be appointed by the City Council or selected and appointed by the City Secretary, as authorized by the Texas Election Code, all in compliance with the requirements of state law, and they are hereby designated and appointed election officers for the holding of said election and such appointments are approved. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their

respective positions that are provided by state law. The City Secretary is authorized to appoint any such other officials not designated or appointed herein as are necessary and appropriate to conduct the Election in accordance with the Code.

Section 11. City Secretary Assistance. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code; provided that, pursuant to any applicable election services contracts, the City Secretary or the Elections Administrator, shall have the duty and be responsible for organizing and conducting the election in compliance with the Texas Election Code; and for providing all services specified to be provided in any applicable election services contracts.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance. The City Secretary is further authorized to give notice of the election as required by the Texas Election Code. The Mayor is further authorized to sign any subsequent orders adjusting the polling locations, dates, and times that are subject to change due to any applicable joint election agreement, if any, up until the final posting deadline of such notice pursuant to Texas Election Code ("Code") Sec. 4.003(a)(b) and (c).

Section 13. General. The general election shall be held and conducted by the City in compliance with the Texas Election Code and, to the extent not inconsistent therewith, the City Charter, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies, materials, and equipment to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 6, 2025, nor later than May 14, 2025.

Section 14. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 15. Effective Date; Election Code; Preamble. This Ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the City Secretary shall comply with the Texas Elections Code. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes as part of the findings of Council.

Section 16. Severability. If any provision, section of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 17. Open Meetings. It is officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required *Chapt. 551, Tex. Gov't. Code.*

PASSED, ADOPTED AND APPROVED on this the 10th day of February 2025.

ATTEST:

CITY OF DAINGERFIELD, TEXAS

Amanda Sanders, City Secretary

Wade Kerley, Mayor



Type A Economic Development Policy

I. Purpose and Objectives

The purpose of this Type A Economic Development Policy is for the Board of Directors of the Daingerfield 4-A Economic Development Corporation ("Type A DEDC") to establish guidelines and criteria to guide the approval of economic development projects and those economic development projects that its anticipated, or will involve, the use of any sales tax revenues or other funds utilized to promote economic development initiatives within the City of Daingerfield, Texas. As authorized by Sec. 504.171 of the Texas Local Gov't. Code, the City Council for the City of Daingerfield has adopted an ordinance authorizing the Daingerfield 4-A Economic Development Corporation to undertake those Type B economic development projects as authorized under Texas law. This policy, therefore, supports a broad range of community development activities, including infrastructure improvements, quality of life projects, job creation, and business retention, in alignment with state and local laws governing Type A Economic Development Corporations.

The Main Objectives of this Policy are:

1. **Enhancing Community Infrastructure:** Support projects that improve public infrastructure, including roads, utilities, and parks, to attract and retain businesses.
2. **Job Creation and Retention:** Foster an environment that promotes the creation of high-quality jobs and the retention of existing jobs within the community.
3. **Promoting Quality of Life:** Invest in projects that improve the overall quality of life for residents, including public amenities, cultural venues, and recreational facilities.
4. **Supporting Business Development:** Provide assistance to new and existing businesses through grants, infrastructure improvements, and partnerships.
5. **Economic Diversification:** Encourage projects that diversify the local economy, making it more resilient to changes in the market.
6. **Providing for the use of sales tax revenue to promote economic development as authorized and as allowed under Chapters 501, 502, 504, and 505 of the Texas Local Gov't. Code.** These Policies shall not be applied or construed in any way that violates Texas law. To the extent these Policies as applied to any specific project will violate Texas law, these Policies shall be construed and applied in a manner that complies with applicable Texas law.

II. Eligible Projects

The Type A DEDC may fund a variety of projects in accordance with state law, including but not limited to the following:

1. **Public Infrastructure Projects:**
 - Streets, roads, drainage, and utility projects.
 - Expansion or renovation of public buildings or facilities.
 - Construction of water and wastewater infrastructure to support commercial or industrial development.





2. Quality of Life Improvements:
 - Parks, recreational facilities, and open spaces.
 - Cultural and arts facilities, museums, and public gathering spaces.
 - Support for tourism and visitor attraction initiatives.
3. Business Development and Retention:
 - Grants, loans, or infrastructure support for business expansion.
 - Assistance for workforce development and training programs.
 - Support for small businesses and entrepreneurial ventures.
4. Affordable Housing Initiatives:

Projects that promote the development of affordable housing options for low to moderate-income families, provided these initiatives support job creation or retention.
5. Economic Development Programs:
 - Marketing and promotion efforts aimed at attracting new businesses or industries.
 - Support for local workforce development programs.
 - Public-private partnerships for business incubators, innovation centers, or workforce training centers.

III. Funding Criteria

For a project to be eligible for funding under this policy, it must meet the following criteria:

1. Alignment with Community Goals: The project must align with the city's comprehensive economic development plan and support long-term community and economic goals.
2. Job Creation or Retention: The project must result in measurable job creation or retention or provide clear economic benefits to the community (such as increased tax revenue or new business activity).
3. Public Benefit: The project must deliver substantial public benefits, whether through infrastructure improvements, quality of life enhancements, or other community development outcomes.
4. Sustainability: The project should be financially sustainable and show potential for long-term success without ongoing support from the Type A DEDC.
5. Leveraging Other Funds: Preference will be given to projects that leverage additional sources of funding, such as state or federal grants, private investment, or partnerships with other entities.
6. Loan and Grant Limitation Policy:





- a) An applicant may not have more than one active grant or loan from the Type A DEDC at any given time.
- b) An applicant is eligible to apply for a new grant or loan only after 12 months have elapsed from the completion and closure of their most recent grant or loan.
- c) Exceptions to this limitation may be granted solely by a unanimous vote of the Type A DEDC Board under special circumstances, provided such exceptions are in compliance with applicable laws and policies.

IV. Application and Approval Process

The following steps outline the process for submitting and approving projects for Type A DEDC funding:

1. **Project Proposal Submission:** Interested applicants, including businesses, non-profits, or governmental entities, must submit a detailed proposal to the Type A DEDC. The proposal should include:
 - Project description, goals, and timeline.
 - Detailed budget, including requested funding amount and any additional funding sources.
 - Expected economic or community impact (job creation, business growth, quality of life improvement, etc.).
2. **Staff Review:** Type A DEDC staff will conduct a preliminary review of the proposal to ensure it aligns with policy goals and meets eligibility criteria. Staff may request additional information or clarification during this phase.
3. **Board Review:** The Type A DEDC board will evaluate the proposal, considering its alignment with economic development priorities, expected impact, and community benefit. Public hearings may be held to gather feedback from stakeholders and community members.
4. **City Council Approval:** After the board's recommendation, the project will be presented to the city council for final approval. Certain projects, particularly those involving significant public funds or infrastructure changes, may require additional public input and legal review.
5. **Performance Agreement:** If approved, the applicant will enter into a formal agreement with the Type A DEDC, outlining the terms of the funding, performance metrics, and reporting requirements. The agreement will specify how the funds will be used and the consequences of non-compliance with project goals. Failure to meet these targets may result in the termination of the agreement and repayment of funds.

V. Monitoring and Compliance





Once a project is approved and underway, the Type A DEDC will monitor its progress to ensure compliance with the agreed-upon terms. The following monitoring activities will be conducted:

1. **Progress Reports:** Project recipients must submit regular progress reports to the EDC, including updates on job creation, construction milestones, and expenditures.
2. **Site Visits:** Type A DEDC staff may conduct site visits to verify the project's progress and adherence to the agreement.
3. **Final Review:** Upon project completion, a final review will be conducted to evaluate whether the performance targets (e.g., job creation, infrastructure improvements) were met. Failure to meet these targets may result in repayment of funds or other penalties, as outlined in the project agreement.

VI. Applicants and Projects Must Comply with Chapter 2264 of the Texas Government Code.

Each applicant or business that submits an application to receive any funds or financial assistance from the Type A DEDC must include in their application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

VII. Amendments to the Policy

This policy may be amended from time to time by the Type A DEDC Board, with approval from the city council, to reflect changes in state law, community needs, or economic conditions. Any amendments will be made in a transparent manner, with public input as appropriate.

VIII. Sunset Clause

This Type A Economic Development Policy will be reviewed every five years to ensure its relevance and effectiveness in achieving economic development goals.

IX. Approved Form of Performance Agreement

An approved form Performance Agreement is attached to these Policies. The Board reserves the right and authority to make necessary changes to the approved form Performance Agreement as deemed reasonable and necessary for any specific project.





Performance Agreement

This Performance Agreement dated as of _____, 202__ (“Effective Date”) is by and between the Daingerfield Type A Economic Development Corporation (Type A DEDC) and _____ [Applicant/Project Name]:

Project Name: [Project Name]
Company/ Organization Name: [Company Name]
Type A DEDC Contact: [Type A DEDC Representative Name]
Date: [Agreement Date]
Review Date: [Review Date]

1. Purpose of the Agreement

This Performance Agreement is entered into by the Daingerfield Type A Economic Development Corporation (“Type A DEDC”) and [Company Name] to outline the specific performance metrics and outcomes related to the [Project Name]. This project has been approved for funding based on its alignment with the Type A DEDC’s goals of enhancing community development, promoting quality of life, and fostering economic growth. Failure to meet the established performance targets may result in termination of the Agreement and a requirement to repay funds.

2. Project Overview

Project Description:

The [Project Name] is focused on [describe the nature of the project, such as creating a public park, expanding recreational facilities, supporting arts and culture, etc.]. The project is expected to enhance the community and contribute to the overall quality of life for residents in [City/Region Name].

Project Timeline:

The project will commence on [Start Date] and is expected to be completed by [Completion Date].

3. Performance Metrics and Targets

The following performance metrics must be achieved for the project to receive and retain Type A DEDC funding:

1. Quality of Life Improvements: The project will provide [X new amenities, public spaces, or facilities] to improve the quality of life in the community by [Target Date].





2. **Community Impact:** The project must demonstrate measurable community benefits, such as increased usage of public spaces, engagement in cultural programs, or improved access to recreational facilities.
3. **Job Creation (if applicable):** The project will create or retain [X] full-time or part-time jobs within [Specify Timeframe].
4. **Economic Investment:** [Company Name] agrees to invest at least [\$X] in the development or construction of public infrastructure, facilities, or improvements.
5. **Completion of Milestones:** The project must meet the following milestones:
 - [Milestone 1]: [X date].
 - [Milestone 2]: [X date].
 - [Final completion]: [X date].

4. **Funding Details**

A. **Funding Information:**

1. **Total Funding Amount:**
2. The Type A DEDC agrees to provide funding in the amount of [\$X] to support the [Project Name].

B. **Funding Disbursement Schedule:**

1. Funds will be disbursed based on the achievement of project milestones:
 - a. [Percentage/Amount] of funds released upon [Milestone 1].
 - b. [Percentage/Amount] of funds released upon [Milestone 2].
2. Final payment upon completion and verification of performance targets.

5. **Monitoring and Reporting**

To ensure that the project meets its performance objectives, [Company Name] agrees to the following monitoring and reporting requirements:

1. **Progress Reports:** [Company Name] will submit quarterly reports to the Type A DEDC that outline progress toward performance metrics, including updates on construction, community engagement, and economic impact.





- 2. **Site Visits:** The Type A DEDC may conduct periodic site visits to assess the project’s progress and ensure compliance with the terms of this Agreement.
- 3. **Final Report:** Upon project completion, [Company Name] will submit a final report detailing how the performance metrics were achieved, along with evidence of project impact (e.g., job creation, community benefits, financial statements).

6. Failure to Meet Performance Metrics

- A. If [Company Name] fails to meet the agreed-upon performance metrics, Type A DEDC may take the following actions:
 - 1. **Termination of Agreement:** The Type A DEDC reserves the right to terminate this Agreement if performance targets are not met within the specified timeline.
 - 2. **Seek the Repayment of Funds:** In the event of termination or failure to meet targets, [Company Name] agrees to repay all or part of the funding received. The amount to be repaid will be determined by the extent to which the project has failed to meet its performance objectives.

7. Businesses and Projects Must Comply with Chapter 2264 of the Texas Government Code.

A. Required Certification:

_____ (business), or a branch, division, or department of _____, does not and will not knowingly employ an undocumented worker.

**Applicant Signature /
Signature of Authorized Representative**

- B. If, after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.

C. Remedies for a Violation of Chapter 2264 of the Texas. Government Code:





1. A public agency, local taxing jurisdiction, or economic development corporation, or the attorney general on behalf of the state or a state agency, may bring a civil action to recover any amounts owed to the public agency, state or local taxing jurisdiction, or economic development corporation for a violation of Chapter 2264 of the Texas Government Code.
2. The public agency, local taxing jurisdiction, economic development corporation, or attorney general, as applicable, shall recover court costs and reasonable attorney's fees incurred in an action brought under Chapter 2264 of the Texas Government Code.
3. A business is not liable for a violation of this chapter by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

8. **Conditions for an Amendment to this Agreement**

This Agreement may be amended only with the written consent of both Type A DEDC and [Company Name]. Any request for amendments to performance targets, timelines, or funding must be submitted in writing and supported with justification for the requested changes.

9. **Term of Agreement**

This Agreement will remain in effect from [Start Date] to [End Date], or until all performance targets have been achieved and verified by Type A DEDC.

10. **Miscellaneous Provisions:**

1. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. This Agreement is solely performable in Morris County, Texas. Venue for any dispute that arises under this Agreement shall lie exclusively in a State District Court of Morris County, Texas.
2. **Mediation.** In the event a dispute arises regarding or involving any obligation created by this Agreement, the parties agree to participate in mediation within thirty (30) days of either party's written request for mediation. The mediation shall be conducted in Daingerfield, Texas. The duration of the mediation shall not exceed one (1) day. The mediator shall be mutually agreed upon by the parties. If the parties do not agree to a mediator, the mediator shall be assigned by a state district court located in Morris County, Texas. The parties agree to share the costs of a single (1) mediator equally. If the parties' dispute is not resolved in mediation, either party may pursue any remedy available under the law.
3. **Enforcement.** This Agreement may be enforced by the Type A DEDC as authorized by law, including seeking injunctive relief as authorized by Texas law, for the purposes of protecting and preventing the





expenditure or use of public funds or sales tax revenue in violation of the law or this Agreement. In the event Type A DEDC must enforce the terms and provisions of this Agreement by seeking injunctive relief, Type A DEDC will not be required to provide a bond.

- 4. Severability: If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect.
- 5. Authority: The signing parties identified below represent that they are validly and properly authorized to sign and enter into this Agreement.

THIS AGREEMENT IS A BINDING AND FINAL AGREEMENT:

Business (Applicant)	Daingerfield 4-A Economic Development Corporation
-----------------------------	--

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____





Type B Economic Development Policy

I. Purpose and Objectives

The purpose of this Type B Economic Development Policy is for the Board of Directors of the Daingerfield 4-B Economic Development Corporation ("DEDC") to establish guidelines and criteria to guide the approval of economic development projects and those economic development projects that its anticipated, or will involve, the use of sales tax revenues to promote economic development initiatives within the City of Daingerfield, Texas. This policy supports a broad range of community development activities, including infrastructure improvements, quality of life projects, job creation, and business retention, in alignment with state and local laws governing Type B Economic Development Corporations.

The Main Objectives of this Policy are:

1. **Enhancing Community Infrastructure:** Support projects that improve public infrastructure, including roads, utilities, and parks, to attract and retain businesses.
2. **Job Creation and Retention:** Foster an environment that promotes the creation of high-quality jobs and the retention of existing jobs within the community.
3. **Promoting Quality of Life:** Invest in projects that improve the overall quality of life for residents, including public amenities, cultural venues, and recreational facilities.
4. **Supporting Business Development:** Provide assistance to new and existing businesses through grants, infrastructure improvements, and partnerships.
5. **Economic Diversification:** Encourage projects that diversify the local economy, making it more resilient to changes in the market.
6. **Providing for the use of sales tax revenue to promote economic development as authorized and as allowed under Chapters 501, 502, and 505 of the Texas Local Gov't. Code.** These Policies shall not be applied or construed in any way that violates Texas law. To the extent these Policies as applied to any specific project will violate Texas law, these Policies shall be construed and applied in a manner that complies with applicable Texas law.

II. Eligible Projects

The DEDC may fund a variety of projects in accordance with state law, including but not limited to the following:

1. **Public Infrastructure Projects:**
 - Streets, roads, drainage, and utility projects.
 - Expansion or renovation of public buildings or facilities.
 - Construction of water and wastewater infrastructure to support commercial or industrial development.
2. **Quality of Life Improvements:**
 - Parks, recreational facilities, and open spaces.
 - Cultural and arts facilities, museums, and public gathering spaces.
 - Support for tourism and visitor attraction initiatives.





3. **Business Development and Retention:**
 - Grants, loans, or infrastructure support for business expansion.
 - Assistance for workforce development and training programs.
 - Support for small businesses and entrepreneurial ventures.
4. **Affordable Housing Initiatives:**
Projects that promote the development of affordable housing options for low to moderate-income families, provided these initiatives support job creation or retention.
5. **Economic Development Programs:**
 - Marketing and promotion efforts aimed at attracting new businesses or industries.
 - Support for local workforce development programs.
 - Public-private partnerships for business incubators, innovation centers, or workforce training centers.

III. Funding Criteria

For a project to be eligible for funding under this policy, it must meet the following criteria:

1. **Alignment with Community Goals:** The project must align with the city's comprehensive economic development plan and support long-term community and economic goals.
2. **Job Creation or Retention:** The project must result in measurable job creation or retention or provide clear economic benefits to the community (such as increased tax revenue or new business activity).
3. **Public Benefit:** The project must deliver substantial public benefits, whether through infrastructure improvements, quality of life enhancements, or other community development outcomes.
4. **Sustainability:** The project should be financially sustainable and show potential for long-term success without ongoing support from the DEDC.
5. **Leveraging Other Funds:** Preference will be given to projects that leverage additional sources of funding, such as state or federal grants, private investment, or partnerships with other entities.
6. **Loan and Grant Limitation Policy:**
 - a) An applicant may not have more than one active grant or loan from the Type B DEDC at any given time.
 - b) An applicant is eligible to apply for a new grant or loan only after 12 months have elapsed from the completion and closure of their most recent grant or loan.





- c) Exceptions to this limitation may be granted solely by a unanimous vote of the Type B DEDC Board under special circumstances, provided such exceptions are in compliance with applicable laws and policies.

IV. Application and Approval Process

The following steps outline the process for submitting and approving projects for DEDC funding:

1. **Project Proposal Submission:** Interested applicants, including businesses, non-profits, or governmental entities, must submit a detailed proposal to the DEDC. The proposal should include:
 - Project description, goals, and timeline.
 - Detailed budget, including requested funding amount and any additional funding sources.
 - Expected economic or community impact (job creation, business growth, quality of life improvement, etc.).
2. **Staff Review:** DEDC staff will conduct a preliminary review of the proposal to ensure it aligns with policy goals and meets eligibility criteria. Staff may request additional information or clarification during this phase.
3. **Board Review:** The DEDC board will evaluate the proposal, considering its alignment with economic development priorities, expected impact, and community benefit. Public hearings may be held to gather feedback from stakeholders and community members.
4. **City Council Approval:** After the board's recommendation, the project will be presented to the city council for final approval. Certain projects, particularly those involving significant public funds or infrastructure changes, may require additional public input and legal review.
5. **Performance Agreement:** If approved, the applicant will enter into a formal agreement with the Type B DEDC, outlining the terms of the funding, performance metrics, and reporting requirements. The agreement will specify how the funds will be used and the consequences of non-compliance with project goals. Failure to meet these targets may result in the termination of the agreement and repayment of funds.

V. Monitoring and Compliance

Once a project is approved and underway, the DEDC will monitor its progress to ensure compliance with the agreed-upon terms. The following monitoring activities will be conducted:





1. **Progress Reports:** Project recipients must submit regular progress reports to the EDC, including updates on job creation, construction milestones, and expenditures.
2. **Site Visits:** DEDC staff may conduct site visits to verify the project's progress and adherence to the agreement.
3. **Final Review:** Upon project completion, a final review will be conducted to evaluate whether the performance targets (e.g., job creation, infrastructure improvements) were met. Failure to meet these targets may result in repayment of funds or other penalties, as outlined in the project agreement.

VI. Applicants and Projects Must Comply with Chapter 2264 of the Texas Government Code.

Each applicant or business that submits an application to receive any funds or financial assistance from the DEDC must include in their application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

VII. Amendments to the Policy

This policy may be amended from time to time by the DEDC Board, with approval from the city council, to reflect changes in state law, community needs, or economic conditions. Any amendments will be made in a transparent manner, with public input as appropriate.

VIII. Sunset Clause

This Type B Economic Development Policy will be reviewed every five years to ensure its relevance and effectiveness in achieving economic development goals.

IX. Approved Form of Performance Agreement

An approved form Performance Agreement is attached to these Policies. The Board reserves the right and authority to make necessary changes to the approved form Performance Agreement as deemed reasonable and necessary for any specific project.





Performance Agreement

This Performance Agreement dated as of _____, 202__ (“Effective Date”) is by and between the Daingerfield Type B Economic Development Corporation (DEDC) and _____ [Applicant/Project Name]:

Project Name: [Project Name]
Company/ Organization Name: [Company Name]
DEDC Contact: [DEDC Representative Name]
Date: [Agreement Date]
Review Date: [Review Date]

1. Purpose of the Agreement

This Performance Agreement is entered into by the Daingerfield Type B Economic Development Corporation (“DEDC”) and [Company Name] to outline the specific performance metrics and outcomes related to the [Project Name]. This project has been approved for funding based on its alignment with the DEDC’s goals of enhancing community development, promoting quality of life, and fostering economic growth. Failure to meet the established performance targets may result in termination of the Agreement and a requirement to repay funds.

2. Project Overview

Project Description:

The [Project Name] is focused on [describe the nature of the project, such as creating a public park, expanding recreational facilities, supporting arts and culture, etc.]. The project is expected to enhance the community and contribute to the overall quality of life for residents in [City/Region Name].

Project Timeline:

The project will commence on [Start Date] and is expected to be completed by [Completion Date].

3. Performance Metrics and Targets

The following performance metrics must be achieved for the project to receive and retain Type B DEDC funding:

1. Quality of Life Improvements: The project will provide [X new amenities, public spaces, or facilities] to improve the quality of life in the community by [Target Date].





2. **Community Impact:** The project must demonstrate measurable community benefits, such as increased usage of public spaces, engagement in cultural programs, or improved access to recreational facilities.
3. **Job Creation (if applicable):** The project will create or retain [X] full-time or part-time jobs within [Specify Timeframe].
4. **Economic Investment:** [Company Name] agrees to invest at least [\$X] in the development or construction of public infrastructure, facilities, or improvements.
5. **Completion of Milestones:** The project must meet the following milestones:
 - [Milestone 1]: [X date].
 - [Milestone 2]: [X date].
 - [Final completion]: [X date].

4. Funding Details

A. Funding Information:

1. Total Funding Amount:
2. The Type B DEDC agrees to provide funding in the amount of [\$X] to support the [Project Name].

B. Funding Disbursement Schedule:

1. Funds will be disbursed based on the achievement of project milestones:
 - a. [Percentage/Amount] of funds released upon [Milestone 1].
 - b. [Percentage/Amount] of funds released upon [Milestone 2].
2. Final payment upon completion and verification of performance targets.

5. Monitoring and Reporting

To ensure that the project meets its performance objectives, [Company Name] agrees to the following monitoring and reporting requirements:

1. **Progress Reports:** [Company Name] will submit quarterly reports to the Type B DEDC that outline progress toward performance metrics, including updates on construction, community engagement, and economic impact.





2. **Site Visits:** The Type B DEDC may conduct periodic site visits to assess the project's progress and ensure compliance with the terms of this Agreement.
3. **Final Report:** Upon project completion, [Company Name] will submit a final report detailing how the performance metrics were achieved, along with evidence of project impact (e.g., job creation, community benefits, financial statements).

6. **Failure to Meet Performance Metrics**

- A. If [Company Name] fails to meet the agreed-upon performance metrics, DEDC may take the following actions:
 1. **Termination of Agreement:** The DEDC reserves the right to terminate this Agreement if performance targets are not met within the specified timeline.
 2. **Seek the Repayment of Funds:** In the event of termination or failure to meet targets, [Company Name] agrees to repay all or part of the funding received. The amount to be repaid will be determined by the extent to which the project has failed to meet its performance objectives.

7. **Businesses and Projects Must Comply with Chapter 2264 of the Texas Government Code.**

A. **Required Certification:**

_____ (business), or a branch, division, or department of _____, does not and will not knowingly employ an undocumented worker.

**Applicant Signature /
 Signature of Authorized Representative**

- B. If, after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.
- C. Remedies for a Violation of Chapter 2264 of the Texas. Government Code:
 1. A public agency, local taxing jurisdiction, or economic development corporation, or the attorney general on behalf of the state or a state agency, may bring a civil action to recover any amounts





owed to the public agency, state or local taxing jurisdiction, or economic development corporation for a violation of Chapter 2264 of the Texas Government Code.

2. The public agency, local taxing jurisdiction, economic development corporation, or attorney general, as applicable, shall recover court costs and reasonable attorney's fees incurred in an action brought under Chapter 2264 of the Texas Government Code.
3. A business is not liable for a violation of this chapter by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

8. **Conditions for an Amendment to this Agreement**

This Agreement may be amended only with the written consent of both DEDC and [Company Name]. Any request for amendments to performance targets, timelines, or funding must be submitted in writing and supported with justification for the requested changes.

9. **Term of Agreement**

This Agreement will remain in effect from [Start Date] to [End Date], or until all performance targets have been achieved and verified by DEDC.

10. **Miscellaneous Provisions:**

1. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. This Agreement is solely performable in Morris County, Texas. Venue for any dispute that arises under this Agreement shall lie exclusively in a State District Court of Morris County, Texas.
2. **Mediation.** In the event a dispute arises regarding or involving any obligation created by this Agreement, the parties agree to participate in mediation within thirty (30) days of either party's written request for mediation. The mediation shall be conducted in Daingerfield, Texas. The duration of the mediation shall not exceed one (1) day. The mediator shall be mutually agreed upon by the parties. If the parties do not agree to a mediator, the mediator shall be assigned by a state district court located in Morris County, Texas. The parties agree to share the costs of a single (1) mediator equally. If the parties' dispute is not resolved in mediation, either party may pursue any remedy available under the law.
3. **Enforcement.** This Agreement may be enforced by the DEDC as authorized by law, including seeking injunctive relief as authorized by Texas law, for the purposes of protecting and preventing the expenditure or use of public funds or sales tax revenue in violation of the law or this Agreement. In the event DEDC must enforce the terms and provisions of this Agreement by seeking injunctive relief, DEDC will not be required to provide a bond.





- 4. **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect.
- 5. **Authority:** The signing parties identified below represent that they are validly and properly authorized to sign and enter into this Agreement.

THIS AGREEMENT IS A BINDING AND FINAL AGREEMENT:

Business (Applicant)	Daingerfield 4-B Economic Development Corporation
-----------------------------	--

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____





Here's a checklist of talking points to discuss with a new applicant based on the Type B Economic Development Policy:

1. Purpose and Objectives of the Policy

- Overview: Explain that the policy aims to guide project approval using sales tax revenues for economic development in Daingerfield, Texas.
- Key Objectives: Highlight goals like enhancing community infrastructure, job creation, improving quality of life, business support, and economic diversification.

2. Eligible Projects

- Types of Projects: Review eligible categories such as public infrastructure (roads, utilities), quality of life improvements (parks, cultural facilities), business development (grants, loans), affordable housing (linked to job creation), and economic development programs (workforce training, business incubation).

3. Funding Criteria

- Alignment with Goals: Ensure the project aligns with community economic goals.
- Job Creation: Discuss expectations for measurable job creation or retention.
- Public Benefit: Emphasize the need for substantial public benefits.
- Sustainability: The project should demonstrate long-term viability.
- Leveraging Additional Funds: Preference is given to projects with other funding sources.

4. Application and Approval Process

- Proposal Submission: The applicant should provide a detailed proposal, including budget and expected impact.
- Review Process: Outline staff review, board evaluation, and city council approval stages.
- Performance Agreement: Upon approval, a formal agreement will set funding terms, performance metrics, and compliance requirements.

5. Monitoring and Compliance

- Progress Reporting: The applicant must submit regular progress reports.
- Site Visits: DEDC staff may conduct site visits to verify progress.
- Final Review: Upon completion, a review will assess if performance metrics were met.

6. Certification of Compliance with Chapter 2264

- Employment Compliance: Applicant must certify that they do not and will not employ undocumented workers, per Texas Government Code requirements.

7. Amendments and Sunset Clause

- Policy Amendments: Policy changes may occur to reflect legal or economic conditions.
- Review Period: The policy is reviewed every five years for relevance and effectiveness.





Type A Economic Development Grant Policy (Non-Sales Tax Funded)

I. Purpose and Objectives

This policy establishes guidelines and criteria for the approval and funding of economic development projects by the Daingerfield Type A Economic Development Corporation (Type A DEDC) using revenue sources other than sales tax. The main objectives remain aligned with promoting infrastructure improvements, quality of life enhancements, job creation, and business retention through diversified funding mechanisms.

II. Funding Sources

To ensure projects are not funded by sales tax revenue, Type A DEDC will utilize the following sources:

Grants: State, federal, or private grants designated for economic development.

Public-Private Partnerships (PPPs): Collaborations with businesses, non-profits, and private entities.

Investment Income: Returns from existing financial investments or endowments.

Bond Proceeds: Where permitted, issuance of bonds for eligible infrastructure and development projects.

Philanthropic Contributions: Donations from individuals, foundations, or corporations.

Fees and Service Revenue: Income generated through project-related activities.

III. Eligible Projects

Eligible projects must align with the objectives of the Type A DEDC and may include:

Public Infrastructure: Construction and improvement of streets, utilities, and facilities.

Quality of Life Enhancements: Parks, cultural venues, and recreational facilities.

Workforce Development: Training centers and programs to enhance local workforce capabilities.

Business Growth Initiatives: Grants, loans, or infrastructure support for businesses expanding or relocating.

IV. Funding Criteria

All applications will be evaluated based on the following:

Alignment with Economic Goals: The project must support long-term economic or community development plans.

Leveraged Funding: Preference will be given to projects that secure matching funds or additional support from other sources.





Public Benefit: Demonstrable benefits such as job creation, increased property values, or improved public services.

Sustainability: Projects should be financially viable with minimal ongoing public funding.

Grant Limitation:

- **One Grant Per 12-Month Period:** An applicant may not have more than one active grant from the Type A DEDC within a 12-month period.
- **Eligibility for New Applications:** An applicant may apply for a new grant only after 12 months have elapsed from the completion and closure of their most recent grant.
- **Exception:** Exceptions to this limitation may only be granted by a unanimous vote of the Type A DEDC Board under special circumstances, provided such exceptions comply with applicable laws and policies.

V. Funding Parameters

- **Grant Amounts:** Grants will range from a minimum of \$1,000 to a maximum of \$20,000 per project, depending on the scope and impact of the proposed beautification effort.
- **Matching Requirement:** Applicants are required to contribute at least 50% of the project's total cost. This match can be in cash or in-kind contributions, such as labor or materials.

VI. Application and Approval Process

Proposal Submission: Applicants submit detailed project plans, including funding strategies that exclude sales tax revenue.

Staff and Board Review: Proposals will undergo preliminary and board evaluations to assess eligibility and community impact.

Final Approval: City Council will approve funding recommendations.

VII. Monitoring and Compliance

The Type A DEDC will monitor funded projects to ensure compliance with performance agreements, including financial audits to verify the exclusion of sales tax revenues.

VIII. Amendments and Review

This policy will be reviewed periodically to adapt to legal, financial, or economic changes and community needs.





Performance Agreement

This Performance Agreement, effective as of _____, is entered into by and between the Daingerfield Type A Economic Development Corporation (Type A DEDC) and _____ [Applicant/Organization Name].

I. Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions under which Type A DEDC will provide funding for [Project Name]. The project is intended to enhance economic development in Daingerfield by promoting infrastructure improvements, creating jobs, and/or improving the quality of life for residents.

II. Project Overview

Project Description:

Provide a detailed description of the project, including its objectives and expected benefits. Examples may include infrastructure construction, workforce development initiatives, or quality-of-life enhancements.

Project Timeline:

- **Start Date:** _____
- **Expected Completion Date:** _____

III. Performance Metrics and Deliverables

The following performance targets must be achieved to retain funding:

1. Public Benefit:

- [Specify expected public benefits, e.g., number of jobs created, property value increases, or community enhancements.]

2. Infrastructure Improvements:

- [List specific improvements, such as roads, utilities, or facilities, with expected completion dates.]

3. Job Creation/Retention:

- [Define job targets, e.g., creation of X full-time jobs by a specific date.]





4. Matching Contributions:

- [Applicant Name] agrees to contribute at least 50% of the total project cost in cash or in-kind contributions.

5. Sustainability:

- [Explain how the project will be financially viable without ongoing public support.]

IV. Funding Details

Total Funding Amount: \$ _____

Disbursement Schedule:

- [X]% upon completion of Milestone 1: _____
- [X]% upon completion of Milestone 2: _____
- Final payment upon verification of all performance metrics.

V. Monitoring and Compliance

To ensure adherence to the terms of this Agreement, the following activities will be conducted:

1. Progress Reporting:

- Quarterly progress reports, including updates on key metrics and financial status.

2. Site Visits:

- DEDC staff may conduct site visits to verify project progress.

3. Final Review:

- A comprehensive review will be conducted upon project completion to determine if all performance metrics were achieved.

VI. Non-Compliance and Remedies

If [Applicant Name] fails to meet the terms of this Agreement, the Type A DEDC reserves the right to:

1. Terminate this Agreement.
2. Seek repayment of any disbursed funds.
3. Pursue additional legal remedies as required.

VII. Certification of Compliance

[Applicant Name] certifies that no sales tax revenues will be used for this project and that the organization complies with all applicable local, state, and federal laws.





VIII. Amendments to the Agreement

This Agreement may be amended only through a written document signed by both parties.

IX. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of Texas and is solely performable in Morris County. In case of disputes, both parties agree to participate in mediation prior to pursuing legal action.

X. Term of Agreement

This Agreement will remain in effect from [Start Date] to [End Date], or until all performance targets have been met and verified.

Signatures

Applicant Name: _____

Signature: _____

Date: _____

Type A DEDC Representative Name: _____

Signature: _____

Date: _____





Type B Economic Development Corporation (EDC) Beautification Grant Policy

1. Purpose and Objectives

The Beautification Grant Program aims to enhance the aesthetic appeal of commercial and public areas within the community. By supporting beautification efforts, this program seeks to create a more attractive environment for businesses, residents, and visitors, thereby fostering economic growth and improving quality of life.

2. Compliance with State Laws

This policy adheres to the Texas Local Government Code (Chapters 501, 502, and 505), which govern Type B EDCs and outline permissible projects funded by sales tax revenue. All projects must comply with these regulations, ensuring that beautification efforts align with state guidelines and support the community's economic goals.

3. Eligible Projects and Applicants

- Eligible Projects:

- Façade improvements, including exterior painting, brickwork, and other structural enhancements.
- Landscaping efforts, such as the addition of trees, plants, or green spaces.
- Signage improvements, including business signs or wayfinding signs that contribute to area aesthetics.
- Installation of benches, planters, lighting, or other street furniture that enhances public spaces.
- Murals or public art installations that improve visual appeal.

- Eligible Applicants:

- Local businesses and property owners within designated areas of the community.
- Non-profit organizations dedicated to community improvement.
- Public agencies undertaking beautification projects with a clear community benefit.

4. Funding Parameters

- Grant Amounts: Grants will range from a minimum of \$1,000 to a maximum of \$20,000 per project, depending on the scope and impact of the proposed beautification effort.





- Matching Requirement: Applicants are required to contribute at least 50% of the project's total cost. This match can be in cash or in-kind contributions, such as labor or materials.

- Disbursement Schedule: Funds will be disbursed according to the achievement of project milestones, with up to 50% released at the start and the remaining 50% upon project completion and verification.

5. Application and Approval Process

- Application Submission: Interested applicants must submit a completed application form, including:

- Detailed project description and goals.

- Timeline for project completion.

- Budget, specifying the requested grant amount and other funding sources.

- Anticipated community impact, including any potential economic or quality-of-life benefits.

- Review Process: Applications will be initially reviewed by EDC staff for completeness and alignment with program goals. Qualifying applications will be presented to the EDC board for final evaluation and approval.

- Approval Authority: The EDC board holds final authority to approve or deny applications. In certain cases, projects may also require city council approval, depending on the scope of the funding and community impact.

6. Monitoring and Compliance

- Performance Agreement: Approved applicants must enter into a Performance Agreement with the EDC, specifying project timelines, performance metrics, and reporting obligations. Failure to meet these targets may result in the termination of funding and a requirement to repay funds.

- Progress Reporting: Recipients must provide quarterly updates on project status and expenditures. A final report is required upon project completion.

- Site Inspections: The EDC reserves the right to conduct site visits to verify project progress and compliance with grant terms.

7. Program Transparency and Accountability

- Public Awareness: The EDC will promote the Beautification Grant Program and its outcomes to the public through press releases, social media, and community forums.





- Record-Keeping: Detailed records of applications, approvals, disbursements, project completions, and compliance will be maintained for program accountability and evaluation purposes.

8. Program Review and Updates

The Beautification Grant Program will be reviewed every three years to assess its effectiveness and alignment with community needs. Feedback from grant recipients, community members, and stakeholders will inform any necessary updates or improvements to the program guidelines.

9. Certification of Compliance

All applicants must certify compliance with Chapter 2264 of the Texas Government Code, affirming that they do not knowingly employ undocumented workers.





Performance Agreement

This Performance Agreement, effective as of _____, is entered into by and between the Daingerfield Type B Economic Development Corporation (Type B EDC) and _____ [Applicant/Organization Name].

I. Purpose of the Agreement

The purpose of this Agreement is to outline the terms and conditions for the [Project Name], which aims to enhance the community's aesthetic and economic appeal. The project aligns with the Type B EDC Beautification Grant Program objectives, including improving the quality of life and fostering economic growth.

II. Project Overview

Project Description:

[Provide a detailed description of the project, including its scope, goals, and aesthetic/economic benefits].

Project Timeline:

- **Start Date:** _____
- **Expected Completion Date:** _____

III. Performance Metrics and Deliverables

To retain Type B EDC funding, the project must meet the following performance targets:

1. Aesthetic Enhancements:

- [Specify the beautification measures, such as façade improvements, landscaping, or public art installations].

2. Public Benefit:

- [Detail measurable benefits, e.g., increased foot traffic, enhanced property values, or improved public spaces].

3. Matching Contributions:

- [Applicant Name] agrees to contribute at least 50% of the total project cost in cash or in-kind contributions.





4. Project Completion:

- Achieve all milestones by the specified completion date.

IV. Funding Terms

Total Grant Amount: \$ _____

Disbursement Schedule:

- Up to 50% of the grant amount will be disbursed at project initiation.
- The remaining 50% will be released upon successful completion and verification of all performance metrics.

V. Monitoring and Compliance

1. Progress Reporting:

- Submit quarterly progress reports, including updates on milestones and financial expenditures.

2. Site Inspections:

- Type B EDC staff may conduct site visits to assess project progress and ensure compliance.

3. Final Report:

- Submit a final report detailing project outcomes, including visual documentation and a financial summary.

VI. Non-Compliance and Remedies

If [Applicant Name] fails to meet the Agreement's terms, the Type B EDC may:

- Terminate this Agreement.
- Require repayment of disbursed funds.
- Pursue additional legal remedies as necessary.

VII. Certification of Compliance

[Applicant Name] certifies compliance with Chapter 2264 of the Texas Government Code, affirming that the organization does not knowingly employ undocumented workers.





VIII. Amendments to the Agreement

This Agreement may be amended only through a written document signed by both parties.

IX. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of Texas and is solely performable in Morris County. Any disputes will be resolved through mediation before pursuing legal action.

X. Term of Agreement

This Agreement remains in effect from [Start Date] to [End Date], or until all performance metrics are verified as met.

Signatures

Applicant Name: _____

Signature: _____

Date: _____

Type B EDC Representative Name: _____

Signature: _____

Date: _____



DEDC Type B Budget 2024-2025	2024-2025
Sales & Use Tax Revenue	\$100,000
Checking Account Interest	
Sales of Property	
Total Budget Revenue	\$100,000
ADMINISTRATION EXPENSES:	
Audit	\$600
Tax Return/1099s/1096 nonexempt	\$200
Legal Fees	\$1,500
Office Supplies	\$500
Postage	\$150
Insurance (Liability, D&O)	\$1,250
*Business Meals	\$500
Total	\$4,700
MARKETING AND PROMOTION	
*Event Support +DEDC-Specific M&P	
Event Support (Community & Business Development Events):IE;Dair	\$6,000
DEDC Marketing & Promotion, Social Media*	\$2,500
Local Business Promotions (Shop Local Campaigns):	\$1,500
Total	\$10,000
MEMBERSHIP AND DUES	
Chamber of Commerce	\$100
Texas Economic Development Council	\$800
Total	\$900
PERSONNEL/STAFF	
DEDC Director Salary	\$10,000
Co-EDC Director Salary	\$2,500
Insurance/Benefits(Ins./FICA/Medicaid)	\$1,000
*Irvin Ballpark Seasonal Maintenance	\$5,000
Total	\$18,500
PROFESSIONAL DEVELOPMENT	
Workshops (Training)/TEDC/BEDC/Sales Tax*	\$1,750
Conferences and Seminars	\$1,000
Lodging	\$750
Meals and Travel	\$750
Total	\$4,250
BUSINESS DEVELOPMENT/PROJECTS/PROGRAMS	
Small Business Grants(Façade/sign)	\$30,000
*Incentives for New Businesses (Relocation or Expansion Support):	\$10,000
Workforce Development Programs:	\$2,500
Public Infrastructure Projects (Park Improvements, Streetscaping):	\$10,000
*Condemnation of Dilapidated Structures	*
*Main Street Programs and Initiatives	\$5,000
*Building and Land Acquisition/Development	*
TOTAL	\$57,500
Expected Revenue	\$100,000
Operating Bank Balance as of 9/01/2024	
Total Projected Operating Expenditures	\$77,350
Contingency Fund(prudent Reserve):	\$3,500
Left to allocate	\$19,150

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS AUTHORIZING THE CITY OF DAINGERFIELD, REPRESENTATIVES IN MATTERS PERTAINING TO THE THE CITY OF DAINGERFIELD'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of The City of Daingerfield desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of The City of Daingerfield to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of The City of Daingerfield is committed compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the The City of Daingerfield's participation in the Texas Community Development Block Grant Program:

- The City Manager shall serve as the The City of Daingerfield's Chief Executive Officer and Authorized Representative to
 - execute a grant application and any subsequent contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the The City of Daingerfield, and
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded the Mayor and Finance Director is authorized to
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Passed and approved this 10th day of February, 2025.

Amanda Sanders, City Secretary
City of Daingerfield, Texas

Wade Kerley , Mayor
City of Daingerfield, Texas

Resolution Regarding Civil Rights

The City of Daingerfield, Texas

Whereas, The City of Daingerfield, Texas, (hereinafter referred to as "City of Daingerfield") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, The City of Daingerfield, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, The City of Daingerfield, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, The City of Daingerfield, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, The City of Daingerfield, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, The City of Daingerfield, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, The City of Daingerfield, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds;

Whereas, the The City of Daingerfield, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

Whereas, The City of Daingerfield, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

03/01/2022

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

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Excessive Force Policy (Form A1003);
3. Section 504 Policy and Grievance Procedures (Form A1004);
4. Code of Conduct Policy (Form A1002), and
5. Fair Housing Policy (Form 1015).

The City of Daingerfield affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 economic opportunity;
7. Limited English Proficiency; and
8. Affirmatively Further Fair Housing

Signature

Michelle Jones, City Manager
Name, Title

Date

03/01/2022

**CITY OF DAINGERFIELD
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have "meaningful access" to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at The City of Daingerfield offices, 101 Linda Dr., Daingerfield, TX 75638-2105, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at City of Daingerfield at 101 Linda Dr., Daingerfield TX 75638-2105, or may call .

A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to The City of Daingerfield

2. Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

09/01/2020

TECHNICAL ASSISTANCE

When requested, The City of Daingerfield

shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City of Daingerfield, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by The City of Daingerfield, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.

Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and The City of Daingerfield

3. must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Daingerfield

shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

At a minimum, The City of Daingerfield

1. shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

The City of Daingerfield

2. shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made

aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Daingerfield

must comply with the following citizen participation requirements in the event that the City of Daingerfield receives funds from the TxCDBG program:

The City of Daingerfield

1. shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.

Upon completion of the TxCDBG project, The City of Daingerfield

2. shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.

The City of Daingerfield

4. shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Signature

Michelle Jones, City Manager
Name, Title

Date

09/01/2020

**LA CIUDAD DE CITY OF DAINGERFIELD
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en La Ciudad de dirección postal City of Daingerfield, 101 Linda Dr., Daingerfield, TX 75638-2105, , en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la City Manager, a City of Daingerfield, 101 Linda Dr., Daingerfield, TX 75638-2105, .
2. Una copia de la queja o reclamación se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamación y al Abogado de La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

09/01/2020

ASISTENCIA TÉCNICA

Cuando lo solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por La Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y La Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, La Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que La Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, La Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

Firma/Signature

Michelle Jones, City Manager
Nombre, Título /Name, Title

Fecha/Date

09/01/2020

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), The City of Daingerfield hereby adopts and will enforce the following policy with respect to the use of excessive force:

- 1. It is the policy of The City of Daingerfield to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
- 2. It is also the policy of The City of Daingerfield to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
- 3. The City of Daingerfield will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Daingerfield, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Michelle Jones, City Manager
Name, Title

Date

09/01/2020

Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Daingerfield hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. City of Daingerfield does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. City of Daingerfield's recruitment materials or publications shall include a statement of this policy in 1. above.

4. City of Daingerfield shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Daingerfield shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.

6. Grievances and Complaints

a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Daingerfield) to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

b. Complaints should be addressed to the City Manager, 101 Linda Dr., Daingerfield, TX, 75638-2105 or call , who has been designated to coordinate Section 504 compliance efforts.

c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Manager, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

09/01/2020

- g. The Section 504 coordinator shall maintain the files and records of The City of Daingerfield relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to The City of Daingerfield within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that The City of Daingerfield complies with Section 504 and HUD regulations.

Signature

Michelle Jones, City Manager
Name, Title

Date

09/01/2020

Code of Conduct Policy of The City of Daingerfield

As a Grant Recipient of a TxCDBG contract, City of Daingerfield shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of The City of Daingerfield shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of The City of Daingerfield shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to The City of Daingerfield Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Michelle Jones, City Manager
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

03/01/2022

Fair Housing Policy

In accordance with Fair Housing Act, The City of Daingerfield hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Daingerfield agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Daingerfield agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Daingerfield will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Daingerfield, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Michelle Jones, City Manager
Name, Title

Date

09/01/2020

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of The City of Daingerfield, do proclaim April as Fair Housing Month in City of Daingerfield and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by The City of Daingerfield, Morris County, State of Texas, on the 10th day of February 2025.

APPROVED:

Wade Kerley, Mayor

ATTEST:

Amanda Sanders, City Secretary

Daingerfield Animal Shelter Statistics - January 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	0	0	0	0	0	0	0	0	0	0	0	10	0		
Dogs	11	1	0	12	8	0	0	5	0	1	14	18	14		
Other	0	0	0	0	0	0	0	0	0	0	0	0	9		
														0	43

Daingerfield Animal Shelter Statistics - January 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	
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	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	N/A	N/A	
Kate	7/10/2024	Dog	Female	Mixed Breed	3 Years	N/A	N/A	
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	N/A	N/A	
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	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	
Pepperoni	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	
Frankie	10/23/2024	Cat	Male	DSH (Black & White)	5 Weeks	N/A	N/A	
Paloma	12/17/2024	Cat	Female	DSH (Buff Tabby)	1 Year	N/A	N/A	
Tinsel	12/17/2024	Cat	Female	DLH (Orange Tabby)	4 Weeks	N/A	N/A	
Hollis	12/17/2024	Cat	Male	DMH (Buff Tabby & White)	4 Weeks	N/A	N/A	
Noel	12/17/2024	Cat	Female	DMH (Orange Tabby & White)	4 Weeks	N/A	N/A	
Coal	12/17/2024	Dog	Male	Border Collie Mix	10 Months	N/A	N/A	
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	N/A	N/A	
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	N/A	N/A	
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	N/A	N/A	
Sadie	1/22/2025	Dog	Female	Yorkipoo	1 Year	Adopted	1/29/2025	

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	
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	N/A	N/A	
Catherine	1/29/2025	Dog	Female	Border Collie Mix	3 Months	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: 52
- Property maintenance: 4
- Zoning compliance: 1
- Animal complaint: 18
- Noise complaints: 0
- Health and safety violations: 4
- Signage: 1

2. Violations Issued

- Total Violations: 23

Common Violations:

- Overgrown vegetation: 2
- Improper storage of materials: 2
- Abandoned vehicles: 13
- Unsanitary conditions: 5

3. Actions Taken

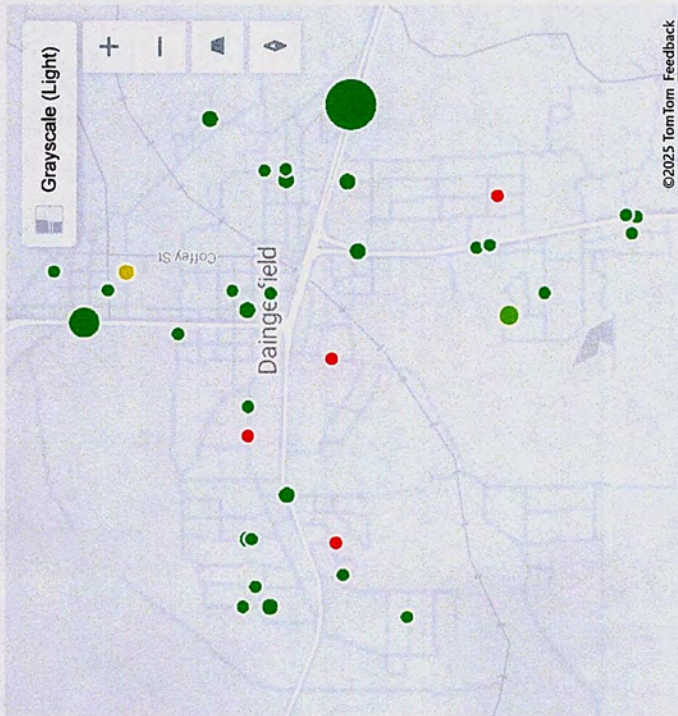
- Warnings Issued: 11
- Notices of Violation: 15
- Citations Issued: 2
- Compliance Achieved: 76%

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



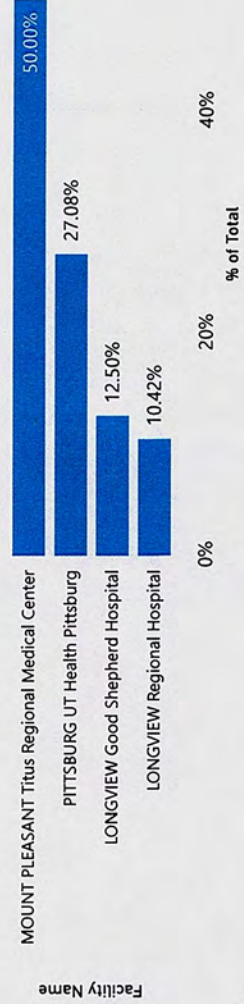
Nature of Calls



ContractZone Incidents % of Total Compliance %

Daingerfield	62	100.00%	88.71%
20:59 Emergency [1259 secs]	17	27.42%	82.35%
8:59 Emergency [539 secs]	45	72.58%	91.11%
Arrival-Refusal No Treatment	11	17.74%	100.00%
Arrival-Refusal with Treatment	1	1.61%	100.00%
Transferred to Hospital	33	53.23%	87.88%
Total	62	100.00%	88.71%

Destinations



[CTRL + click to select multiple contract zones](#)

Contract Zone

Daingerfield

Trip Date

Last 1

Months (Calendar)

1/1/2025 - 1/31/2025

Daingerfield Fire Department

Activity Report October 2024 thru September 2025

January 2025

Number of calls: 9

YTD: 9

<u>Date</u>	<u>Hours</u>	<u>Personnel</u>	<u>Remarks</u>
01-03	7	7	Vehicle Crash w/injuries & fire
01-06	22	9	Mobile Home fire
01-06	6	6	Rekindle – Mobile Home fire
01-08	7	7	Structure Fire (Mutual Aide Given)
01-19	5	5	Alarm Activation
01-20	6	6	Assist EMS
01-20	8	8	Grass/woods fire
01-24	6	6	Smoke scare/control burn
01-30	3	3	Alarm Activation – False Alarm

Total Hours 70

YTD 70

Personnel Responding: 57

YTD 57

Ave: 8.14

YTD Ave: 8.14

Meeting/Training

01-14 40 20

01-28 28 14

Total Training Hours 68

Monthly Total Hours 138

Water: 6500

Calendar Year 2025

City Responses:	YTD	3
Outside City Responses:	YTD	6
	Total:	9

January 2026

Detailed Breakdown	
Audiobooks	3
Computer	117
DVDs	9
Games & Puzzles	30
Board Books	0
Graphic Novels	9
Easy Reader	3
Spanish	0
Children Fiction	23
Children NonFiction	1
Junior Fiction	26
Junior NonFiction	16
Young Adult Fiction	11
Adult Fiction	61
Adult NonFiction	5
Christian Fiction	8
Western	1
Total	323
CYTD Total	323

Basic Breakdown	
Audiobooks	3
Computer	117
DVDs	9
Games & Puzzles	30
Books	156
Total	315
CYTD Total	323

Totals	
Fax	\$100.00
Copies	\$213.90
Book Donations	\$7.00
Notary	\$4.00

Checkout Counts (includes renewals)	
Patron Category	Count
Adult	121
Juvenile	6
Young Adults	0
Total	127

New Patron Accounts	
Patron Category	Count
Adult	6
Juvenile	0
Young Adults	0
Renewal	9
Total	15

Total Visitors This Month: 587				
Total CYTD: 587		Total FYTD: 1654		
Monthly Breakdown:				
Age of activity	Activity	Number in Activity	CYTD	FYTD
Birth - 5 years	Music/FingerPlays, Games/Movement	0	0	13
6 yrs - 11 yrs	Recycled Art, S.T.E. M.	18	18	78
12 yrs - 18 yrs			0	0
Adult	Book Club	6	6	30
General Public	Chess Club, Homeschool Game Day, Book/Movie	67	67	208

Questions from Patrons	
Monthly:	12
CYTD:	12
FYTD:	38

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

Monthly Council Report

January 2025

Printed: 2/3/2025

Cases Filed

Penal Count	3	Ordinance Count	4
Traffic Count	46	Parking Count	0
Other Count	1	STEP Count	0

Total Filed 54

Amounts Collected

Tech Fund	\$ 133.55	Building Security Fund	\$ 160.67
State	\$ 3,194.58	Fine	\$ 3,770.87
City	\$ 1,611.82	Warrant Fee	\$ 100.00

Total Amount \$ 8,871.49

Warrants

Issued	9	Recalled	6
Served	6	Outstanding Amount	\$ 349,151.45

Total Amount \$ 3,557.89

Dispositions

Paid in Full	26	Credit for Time Served	6
Paid Partial	13	Dismissed	13
Appealed	0	Total Disposed	45

Trials

Jury	0	Total	9
Bench	9		



Citation Offense Count By Stop Type

Number of TRAFFIC Offenses (for *ALL*)		45
Number of CITATIONS		45
Expired Motor Vehicle Registration (3656 - 3656)		14
Speeding 11-15 (6011 - 3001)		12
No Drivers License (3103 - 3103)		9
Speeding 15+ (6015 - 3001)		3
Fail to Maintain Financial Responsibility (3049 - 3049)		2
Fail to stop at proper place(traffic Light) (3063 - 3063)		1
DRIVING WHILE LICENSE INVALID (3101 - 3101)		1
Stricking a Fixed Object (3273 - 3004)		1
Fail to Stop and Render Information (3319 - 3319)		1
Possession Of Drug Paraphernalia (7000)		1

Number of NON-TRAFFIC Offenses (for *ALL*)		4
Number of CITATIONS		4
Criminal Mischief (7011)		2
Animal Nuisance (200)		1
Public Intoxication 1st Offense (7005)		1

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

JANUARY 2025

CALLS OF SERVICE:	149
NUMBER OF TRAFFIC CONTACTS:	124
CRASH INVESTIGATIONS:	3
ARREST:	17

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

Personnel

- Number **7 full time Public Works employees, and 1 full time Parks employee at the end of January.**

- Comments _____

Parks

- Trash **Picked up trash weekly from park and downtown. Picked up trash on Pineland, Highland Dr, North St, Cason, Coffey St, Lindsey and Linda Dr.**
- Mowing **Mowed all the ball fields at the park. Trimmed trees around edge of ball park.**
- Downtown Maintenance – **N/A.**
- Miscellaneous – **At the ballpark started adding rubber mulch underneath bleachers. Removed old score boards.**

Streets

- Patching **Repaired potholes on W. Fannin St, N. Peters, Nichols St, Peters & Webb, Wildwood Rd, Campbell St, Lindsey St, Webb & Mt. View, Bradfield St, Oak St, Mt. View, Nancy St, Pineland, West Scurry, Webb & Willis, and Redland. .**

- Signage **N/A.**

- Mowing **N/A**

- Tree Trimming **Trimmed limbs at Houston, Union St, and City Park**

- Drainage **Cleared drainage at Carpenter St and Center St.**

- Miscellaneous **N/A.**

Water

- Leak repairs
 - Service lines N/A
 - Main lines 2" main line 802 Freeman in two different spots,
2" 409 Walker St, 2" 103 W. Fannin St, and 6" near 100 Christy Ln.

- Connections 60
- Disconnections 68
- Meter reading start/end 1/13/25
- Total meters read 1241
- Total customers billed 1092
- Re-reads/Leak Check 2
- Meters Replaced 0
- Pressure checks 0
- Taps installed 0
- Fire Hydrants
 - Repaired 0
 - Replaced 0
 - Flushed 20

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 255 lbs .
- Maintenance/Repairs N/A.
- Non-Compliance Ammonia is too high.
- Explanation Aerator issues led to issues in oxidation ditch. Will
be getting a tote of Bacteria to slowly add to bring racetrack back to life.
- **Waste Water Treated**
 - Beginning reading 77868
 - Ending reading 86759
 - Total treated 9.404 MG – avg .303 MGD.
 - Rainfall 7.2”
 - Sludge Removal 0

Lift Station

- Maintenance Daily checks to ensure all pumps are running.
- Repairs N/A

Sewer

- Number Calls 12
- Sewer Repairs 0
- Taps installed 0

Miscellaneous Matters

Dropped off 10 carts. Picked up 6 carts. Repaired wheels on 1 cart and added a grinder pump and about 500 ft of pipe for restrooms at the ball field.

**Water Accountability
Report Period
December 10th 2024 - January 10th
2025**

Location	
City Hall/Police Department	27,400
Library	600
Fire Department	600
Public Works	1,700
Wastewater Treatment Plant	356,200
Roundabout/Coffey St.	74,800
City Park (sprinkler)	64,200
Dixie Youth Baseball	100
Animal Shelter	17,900
Total City Usage	543,500
Total Gallons Billed	7,722,200
Fire Fighting Gallons estimate	6,500
Line Flushing estimate	1,630,995
Leaks estimate 12/10 - 1/10	212,160
Bulk Water - 12/10 -1/10	-
	-
	-
	-
Total Gallons Used	10,115,355
Total Gallons Delivered	11,437,800
Difference	1,322,445
Percentage Unaccounted	12%



Monthly Financial Summary Report JAN 2025

This monthly financial report is for the period ending **JAN 31, 2025**, as closed by the Finance department. This represents 4 months into the fiscal year's budget.

General Fund YTD Revenues: \$1,093,036.51

Water & Sewer YTD Revenues: \$540,472.12

TOTAL YTD REVENUE: \$1,633,508.63

As of **JAN**, revenues should be tracking around **33.32%** of the annual budget. Actual YTD revenues are at **38%**
Rev received YTD up 4.68%

General Fund YTD Expenditures : \$840,889.35

Water & Sewer YTD Expenditures: \$590,023.78

TOTAL YTD EXPENDITURES: \$1,430,913.13

As of **JAN**, expenses should also be tracking around **33.32%**. Actual YTD expenses are at **34%**
Exp tracking 0.68% higher

Our general fund balance as of 1/31/25: \$860,112.68

YEAR TO DATE RECAP

Revenue \$1,633,508.63

-

Expenses \$1,430,913.13

\$202,595.50

REVENUE ACTUAL vs. BUDGET YTD

31-Jan-25

2024-2025

G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %
1	General Revenue	\$1,093,036.51	\$2,535,361.00	\$1,442,324.49	57.00%
2	Water/Sewer	\$540,472.12	\$1,719,296.00	\$1,178,823.88	68.56%
Total		\$1,633,508.63	\$4,254,657.00	\$2,621,148.37	62.00%

EXPENSES ACTUAL vs. BUDGET YTD

31-Jan-25

2024-2025

G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %
101	Legislative	\$10,137.07	\$30,239.00	\$20,101.93	66.48%
110	Administration	\$141,796.37	\$431,231.00	\$289,434.63	67.12%
120	Library	\$19,184.98	\$60,267.00	\$41,082.02	68.17%
201	Judicial	\$15,605.99	\$59,396.00	\$43,790.01	73.73%
202	Police Department	\$219,775.60	\$663,864.00	\$444,088.40	66.89%
203	Code Enforcement	\$31,651.22	\$107,398.00	\$75,746.78	70.53%
204	Fire Department	\$45,576.29	\$140,990.00	\$95,413.71	67.67%
205	Animal Shelter	\$55,428.67	\$154,808.00	\$99,379.33	64.20%
301	Streets	\$153,635.50	\$735,944.00	\$582,308.50	79.12%
401	Sanitation	\$135,267.21	\$430,194.00	\$294,926.79	68.56%
602	City Park	\$12,830.45	\$73,699.00	\$60,868.55	82.59%
601	Water	\$504,102.65	\$988,537.00	\$484,434.35	49.01%
608	Sewer	\$85,921.13	\$377,792.00	\$291,870.87	77.26%
Total		\$1,430,913.13	\$4,254,359.00	\$2,823,445.87	66.00%

CASH BALANCE SHEET

TX HERITAGE Bank/Cypress/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 730,341.30	\$ 415,021.79	\$ 285,250.41	\$ 860,112.68
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND-TYPE A	\$ 100,562.95	\$ 5,467.13	\$ 300.00	\$ 105,730.08
RBEG-TYPE B	\$ 8,906.28	\$ 8,707.85		\$ 17,614.13
MCBS CHECKING	\$ 20,153.80	\$ 12.84		\$ 20,166.64
MCTF CHECKING	\$ 3,948.10	\$ 1.68		\$ 3,949.78
DDM CHECKING	\$ 860.19			\$ 860.19
CHILD SAFETY-SZ	\$ 12,309.71	\$ 5.77	\$ 10,086.44	\$ 2,229.04
ANIMAL SHELTER	\$ 36,257.55	\$ 30.80		\$ 36,288.35
HOTEL/MOTEL CHCK	\$ 42,957.77	\$ 36.48		\$ 42,994.25
PEG FEES SUDDNL	\$ 4,621.27	\$ 1.96	\$ -	\$ 4,623.23
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
HOME GRANT	\$ -	\$ -	\$ -	\$ -
CYPRESS CD 02-1061	\$ 135,614.38		\$ -	\$ 135,614.38
4.25% 2/8/2025				
CYPRESS CD 01-1037	\$ 135,614.38		\$ -	\$ 135,614.38
4.25% 2/8/2025				
CYPRESS CD 01-1040	\$ 272,381.07		\$ -	\$ 272,381.07
5.40% 4/19/2025				
CYPRESS CD 01-1041	\$ 268,720.93		\$ -	\$ 268,720.93
4.50% 4/21/2025				
CYPRESS CD 02-1062	\$ 272,393.98		\$ -	\$ 272,393.98
5.40% 04/19/2025				
CYPRESS CD 02-1063	\$ 268,720.93		\$ -	\$ 268,720.93
4.50% 4/21/2025				
TexSTAR-01-1080	\$ 98,787.13	\$ 368.24		\$ 99,155.37
YIELD- 4.39%				
TexSTAR-02-1080	\$ 397,540.60	\$ 1,481.90		\$ 399,022.50
YIELD- 4.39%				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 100.00	\$ 25,400.00	\$ 25,400.00	\$ 100.00
TX HRTG C.O.B. # 2984	\$ 8,789.50	\$ 379,738.69	\$ 388,455.19	\$ 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	\$ 107.30	\$ -	\$ -	\$ 107.30
TX HRTG DEBT SERVICE #1835	\$ 151,029.88	\$ 35,469.48	\$ 184,805.25	\$ 1,694.11
GRAND TOTAL	\$ 3,103,245.94	\$ 836,275.13	\$ 840,757.05	\$ 2,947,526.84

CD's Maturing 2025
Pool Account- No Term

**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		\$ 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		\$ 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
	\$ 161,174.18	\$ 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%

RURAL BUSINESS ENTERPRISE GRANT
January 1, 2025

LOANS

Name	LOAN DATE	Loan Matures	Loan Amount	Payment Amount	Delinquent	BALANCE
Richard Chapman	12/2/2011	12/1/2015	\$ 19,566.31	\$ 300.00	\$ 1,056.36	\$ 1,056.36 Paid \$300 on 10/9/22
Chris Smith	10/16/2015	11/25/2025	\$ 32,000.00	\$ 301.66		\$ 3,277.67
Chris Smith-TexSTAR Properties	1/1/2019	1/1/2029	\$ 75,000.00	\$ 708.00		\$ 32,826.92
Chris Smith-TexSTAR Properties #2	7/27/2021	7/27/2031	\$ 76,884.00	\$ 725.00		\$ 52,739.78 **PAID BY GEORGIA NAVA
Austin Luxury Realty	10/15/2021	10/15/2031	\$ 43,000.00	\$ 405.00		\$ 30,104.33
Morris Pharmacy Sean Family Realty	2/15/2022	2/15/2032	\$ 80,000.00	\$ 755.99		\$ 54,237.10
Marty Walker Realty	8/24/2022	8/24/2032	\$ 75,000.00	\$ 707.02		\$ 58,679.31
Start2Finish	12/1/2022	12/1/2027	\$ 35,000.00	\$ 621.16		\$ 20,945.71
Lindberge Construction	9/26/2024	9/26/2034	\$ 75,000.00	\$ 707.02		\$ 72,790.01

Outstanding Loan Balance

\$ 326,657.19

BANK STATEMENT

Beginning Balance	\$ 100,562.95
Deposits for the month	\$ 5,035.85
Interest	\$ 131.28
Expenses for the month	
RBEG Bank Balance as of 1/31/2025	\$ 105,730.08

EDC TYPE B Account

Beginning Balance	\$ 8,906.28
Deposits for the month	\$ 8,707.85
Expenses for the month	\$ -
Balance as of 1/31/2025	\$ 17,614.13

MINUTES OF REGULAR MEETING
OF ECONOMIC DEVELOPMENT CORPORATION
CITY OF DAINGERFIELD
OCTOBER 16, 2024

Board Present: President Chris Smith, Vice-President Jason Horn, Secretary Beverly Austin, Board Members Walter Bass, Marci McGill, Brenda Howard, Ex-Officio Members Daingerfield City Manager, Michelle Jones

Absent: Keitha Nilsson

Others:

1. President Smith called the meeting to order at 4:03 p.m.
2. Public hearing opened at 4:03 pm and closed at 4:03 pm.
3. Hear, Discuss and Possibly Approve the Minutes from the September 18 , 2024, meeting. Jason Horn made the motion to approve the Minutes from the September 18, 2024, meeting and seconded by Marci McGill . The motion carried.
4. Hear, Discuss and Possibly Act to Approve the Economic Development Financial Reports. Client/Borrower Richard Chapman’s loan is still in arrears. The board suggested foreclosing on vehicle held for collateral. Other options included placing a lien on the vehicle. It was noted that the vehicle may no longer be viable. It was noted that the DFEDC was responsible for collection. The matter will be placed on the next meeting’s agenda for final decision. Jason Horn made the motion to approve the ED Financial Report and seconded by Marci McGill. The motion carried.
5. Hear and Discuss update on the Irvin Ballpark Bathroom Project. City Manager Michelle Jones stated that work is still being done but should be completed by 10/24/2024. A grant was written to Home Depot to help cover expenses, but expenses could be higher, closer to \$5100, due to fencing. Ms. Jones is contemplating a community day event with volunteers from the City, Home Depot, and the community wearing t-shirts to represent the event.
6. Deliberate, Discuss, and Possibly take action on developing a Type B Economic Development Budget for Fiscal Year 2024-2025. No action taken.
7. Adjournment.
There being no further business before the Board, the meeting was adjourned at 5:08 p.m. on motion by Brenda Howard and seconded by Jason Horn and all voted for, motion carried.

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