

AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, September 9, 2024, 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. **Public Hearings**
 - A. Conduct Public Hearing Regarding Proposed Tax Rate for Fiscal Year 2024-2025
 - B. Conduct Public Hearing Regarding Proposed Budget for Fiscal Year 2024-2025
 - C. Conduct Public Hearing FOR RE-PLAT OF 0.747 ACRE, 2 LOTS & 1 BLOCK IN THE ALLEN URQUHART SURVEY A-296, ZONED F-CENTRAL BUSINESS. AND LOCATED AT 303 WEST WM WATSON BLVD, AS REQUESTED BY MARK FOSTER, REPRESENTED BY NICHOLAS NORTHCUTT OF NORTHCUTT LAND SURVEYING.
 - D. Conduct Public Hearing FOR FINAL PLAT OF SUBDIVISION WOOD'S ESTATES, 1.44 ACRES, LOTS 1, 2, 3, AND 4 BLOCK 13 OF ORIGIANL TOWN PLAT IN THE ALLEN URQUHART SURVEY, A-296, ZONED B-2ND SINGLE FAMILY, AND LOCATED W. FANNIN, N. LAMAR, W. HOUSTON AND N. PETERS, AS REQUESTED BY ERNEST JR. AND CHANDRA WOODS, REPRESENTED BY FIGUEROA CONSTRUCTION LLC.
5. **Consent Agenda**

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

 - E. Deliberate and Act to Approve Minutes of August 12, 2024.
6. **Business**

Discuss, Consider, and Possibly Take Action Regarding:

 - A. Deliberate, Discuss and possibly act to approve the Final Re-Plat OF 0.747 ACRE, 2 LOTS & 1 BLOCK IN THE ALLEN URQUHART SURVEY A-296, ZONED F-CENTRAL BUSINESS. AND LOCATED AT 303 WEST WM WATSON BLVD, AS REQUESTED BY MARK FOSTER, REPRESENTED BY NICHOLAS NORTHCUTT OF NORTHCUTT LAND SURVEYING.
 - B. Deliberate, Discuss and possibly act to approve FINAL PLAT OF SUBDIVISION WOOD'S ESTATES, 1.44 ACRES, LOTS 1, 2, 3, AND 4 BLOCK 13 OF ORIGIANL TOWN PLAT IN THE ALLEN URQUHART SURVEY, A-296, ZONED B-2ND SINGLE FAMILY, AND LOCATED W. FANNIN, N. LAMAR, W. HOUSTON AND N. PETERS, AS REQUESTED BY ERNEST JR. AND CHANDRA WOODS, REPRESENTED BY FIGUEROA CONSTRUCTION LLC.
 - C. Presentation and Discussion of the Proposed Budget Version 2 for FY 2024-2025.
 - D. Deliberate and act to Approve the City Manager opening a checking account for Daingerfield Economic Development Corporation Type B. Authorized Signatories will remain the same.
 - E. Deliberate and act to Approve the City Manager opening a checking account for our Texas Community Development Block Grant (TxCDBG). Authorized Signatories will remain the same.
 - F. Deliberate and Act on Selection of Bank Depository for Fiscal Year 2024-2029
 - G. Deliberate and Possibly Act to Approve a Resolution authorizing the City of Daingerfield to participate in BuyBoard National Purchasing Cooperative.
 - H. Deliberate and Act on Texas Municipal League Region 15 Director Election
 - I. Deliberate, Discuss and Possibly Act on Request from LifeNet to amend the schedule of rates in the exclusive agreement between LifeNet, Inc. and the City of Daingerfield.
 - J. Deliberate and Approve Increase in Voluntary Firemen's Contribution to Retirement Benefit.
 - K. Deliberate and act to Approve a lease to place the City's Digital Sign at 1202 Linda Drive.

AGENDA

- L. Deliberate and act to Approve Resolution Authorizing application for financial assistance from the Texas Water Development Board; and making certain findings in connection therewith.

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. Rural Water Assistance Fund, Texas Community Development Block Grant, Grant Reimbursement Process-FEMA, Texas Municipal League Annual Conference, City Projects-west lift station.

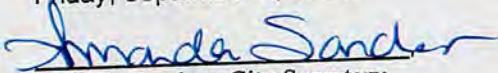
8. **Monthly Boards and Commissions Minutes:** *Informational reports only; no action to be taken:*
- A. Planning and Zoning Minutes for Aug 13, 2024, and September 3, 2024
 - B. Economic Development Board Minutes for May 1, 2024, and July 3, 2024

9. **Adjournment.**

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

Wade Kerley, Mayor

I, Amanda Sanders, certify that the above notice of meeting was posted in a public place before 4:30 p.m. on Friday, September 6, 2024.


Amanda Sanders, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES

September 9, 2024

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. Public Hearing Items

- A. **Conduct Public Hearing Regarding Proposed Tax Rate for Fiscal Year 2024-2025:** Notice of the Public Hearing on page 6 was published in the August 29, 2024, issue of the Steel Country Bee.
- B. **Conduct Public Hearing Regarding Proposed Budget for Fiscal Year 2024-2025:** Notice of the Public Hearing on page 7 was published in the August 29, 2024, issue of the Steel Country Bee.
- C. **Conduct Public Hearing FOR RE-PLAT OF 0.747 ACRE, 2 LOTS & 1 BLOCK IN THE ALLEN URQUHART SURVEY A-296, ZONED F-CENTRAL BUSINESS. AND LOCATED AT 303 WEST WM WATSON BLVD, AS REQUESTED BY MARK FOSTER, REPRESENTED BY NICHOLAS NORTHCUTT OF NORTHCUTT LAND SURVEYING.** Notice of Public Hearing on Page 8 was published in the August 29, 2024, issue of the Steel Country Bee.
- D. **Conduct Public Hearing FOR FINAL PLAT OF SUBDIVISION WOOD'S ESTATES, 1.44 ACRES, LOTS 1, 2, 3, AND 4 BLOCK 13 OF ORIGINAL TOWN PLAT IN THE ALLEN URQUHART SURVEY, A-296, ZONED B-2ND SINGLE FAMILY, AND LOCATED W. FANNIN, N. LAMAR, W. HOUSTON AND N. PETERS, AS REQUESTED BY ERNEST JR. AND CHANDRA WOODS, REPRESENTED BY FIGUEROA CONSTRUCTION LLC.** Notice of Public Hearing on Page 8 was published in the August 29, 2024, issue of the Steel Country Bee.

5. Consent Agenda

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

- E. **Deliberate and Act to Approve Minutes of August 12, 2024.** Draft of the Minutes can be found on pages 9-11 of your packets.

6. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. **Deliberate, Discuss and possibly act to approve the Final Re-Plat OF 0.747 ACRE, 2 LOTS & 1 BLOCK IN THE ALLEN URQUHART SURVEY A-296, ZONED F-CENTRAL BUSINESS. AND LOCATED AT 303 WEST WM WATSON BLVD, AS REQUESTED BY MARK FOSTER, REPRESENTED BY NICHOLAS NORTHCUTT OF NORTHCUTT LAND SURVEYING:** This request has gone through the process of submitting a preliminary re-plat approved by Planning & Zoning Commission on August 13, 2024. The Final re-plat was submitted, and a hearing was held at the September 3, 2024, Planning & Zoning Meeting following the hearing, it was approved to move to Council for approval. We conducted the second public hearing at the start of this meeting and may now be approved by the City Council. Supporting documents can be found on pages 12-17 of your packets.
- B. **Deliberate, Discuss and possibly act to approve FINAL PLAT OF SUBDIVISION WOOD'S ESTATES, 1.44 ACRES, LOTS 1, 2, 3, AND 4 BLOCK 13 OF ORIGINAL TOWN PLAT IN THE ALLEN URQUHART SURVEY, A-296, ZONED B-2ND SINGLE FAMILY, AND LOCATED**

W. FANNIN, N. LAMAR, W. HOUSTON AND N. PETERS, AS REQUESTED BY ERNEST JR. AND CHANDRA WOODS, REPRESENTED BY FIGUEROA CONSTRUCTION LLC: This request has gone through the process of submitting a preliminary plat approved by Planning & Zoning Commission on July 22, 2024. The Final plat was submitted, and a hearing was held at the September 3, 2024, Planning & Zoning Meeting following the hearing, it was approved to move to Council for approval. We conducted the second public hearing at the start of this meeting and the plat may now be approved by the City Council. Supporting documents can be found on pages 18-30 of your packet.

- C. Presentation and Discussion of the Proposed Budget Version 2 for FY 2024-2025.** Copy of the proposed budget is included as a separate binder.
- D. Deliberate and act to Approve the City Manager opening a checking account for Daingerfield Economic Development Corporation Type B. Authorized Signatories will remain the same.** We currently only have a Rural Business Economic Grant Checking account for Type A.
- E. Deliberate and act to Approve the City Manager opening a checking account for our Texas Community Development Block Grant (TxCDBG). Authorized Signatories will remain the same.** We have been approved and are awaiting funding for this grant.
- F. Deliberate and Act on Selection of Bank Depository for Fiscal Year 2024-2029:** Solicitations for proposals were sent to First National Bank of Hughes Springs, Texas Heritage National Bank and East Texas Professional Credit Union. A request for proposals was placed in The Steel Country Bee on August 15th. The deadline for proposals was Friday, September 6th at 2:00 p.m. A comparison of the bids will be presented at the Council Meeting.
- G. Deliberate and Possibly Act to Approve a Resolution authorizing the City of Daingerfield to participate in BuyBoard National Purchasing Cooperative.** Resolution can be found on page 38 of your packet.
- H. Deliberate and Act on Texas Municipal League Region 15 Director Election:** Each TML member city is entitled to one vote. Vote must be cast by a majority vote of the city's governing body. Official Ballot and Region 15 Director Candidate Biographies are on pages 39 and 40 of your packet.
- I. Deliberate, Discuss and Possibly Act on Request from LifeNet to amend the schedule of rates in the exclusive agreement between LifeNet, Inc. and the City of Daingerfield.** Information sheet from LifeNet on pages 41 through 43. Current agreement is on pages 44 through 55. Amended rate is on page 56 and 57.
- J. Deliberate and Approve Increase in Voluntary Firemen's Contribution to Retirement Benefit:** We would like to increase the retirement contribution from \$50.00 to \$60.00 a month per fireman. The Texas Emergency Services Retirement System needs Council approval to proceed with the change request.
- K. Deliberate and act to Approve a lease to place the City's Digital Sign at 1202 Linda Drive:** Lease is on page 58 through 64.
- L. Deliberate and act to Approve Resolution Authorizing application for financial assistance from the Texas Water Development Board; and making certain findings in connection therewith.** Resolution can be found on page 94 of your packet.

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 65 through 80.
- B. Financial:** Located on pages 81 -87
- C. City Manager:** Michelle's report is on page 5

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

- A. Planning and Zoning Minutes for August 13, 2024, and September 3, 2024,** are on page 88 through 90.
- B. Economic Development Board Minutes for May 1, 2024, and July 3, 2024,** are on pages 91 through 93.

9. Adjournment



City Manager's Report

The City has been invited to submit an application for funding through the Texas Water Development Board's (TWDB) Rural Water Assistance Fund (RWAFF). The potential funding amounts to \$3,465,000, with 90% eligible for a grant and the remaining 10% to be covered by a loan or bond. This funding will enable the City to continue much-needed upgrades to our water system.

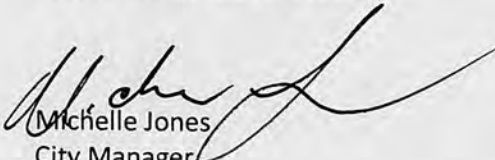
The City applied for a Texas Community Development Block Grant (TxCDBG) in the fall of 2022, and we are pleased to announce that our application has been approved for funding. This grant will allow us to replace and rehabilitate over 40 manholes within the City, with total funding of \$525,000. Our required match is only 5%, making this a highly beneficial investment in our infrastructure.

In addition, TxCDBG has opened a new application cycle for grant funding, which has the potential to support street repairs. I will be starting the application process for this new grant, with the goal of securing additional funds to further improve our City's infrastructure.

The City is eligible for the Grant Reimbursement Process from FEMA for the storms that occurred between April 26, 2024, and June 5, 2024. I am currently working on completing this process with assistance from FEMA. The submittal will be finalized within the next 60 days; however, please be aware that the time for reimbursement could be lengthy.

I am pleased to share that I have been awarded a scholarship to attend the Texas Municipal League (TML) Annual Conference during the second week of October. I look forward to gaining valuable information and resources that I can bring back to benefit our community.

Contractors are currently working on replacing a sewer line and making improvements to the west lift station. This marks the first of many infrastructure projects funded by grants from the Texas Water Development Board (TWDB).


Michelle Jones
City Manager



NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.491974 per \$100 valuation has been proposed by the governing body of City of Daingerfield.

| | |
|-------------------------|----------------------|
| PROPOSED TAX RATE | \$0.491974 per \$100 |
| NO-NEW-REVENUE TAX RATE | \$0.474789 per \$100 |
| VOTER-APPROVAL TAX RATE | \$0.743831 per \$100 |

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Daingerfield from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of Daingerfield may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Daingerfield is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 9, 2024 AT 6 P.M. AT Daingerfield Volunteer Fire Station, 823 W.W.M. Watson Blvd., Daingerfield TX, 75638.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Daingerfield is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Daingerfield City Council of City of Daingerfield at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

| | | |
|--------------------------|-------------|--------------|
| FOR the proposal: | Vicki Smith | Jessie Ayers |
| | David Hood | Ben Ramirez |
| | Mike Carter | |

AGAINST the proposal: NA

PRESENT and not voting: NA

ABSENT: NA

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Daingerfield last year to the taxes proposed to be imposed on the average residence homestead by City of Daingerfield

this year.

| | 2023 | 2024 | Change |
|--|------------|------------|--|
| Total tax rate (per \$100 of value) | \$0.491974 | \$0.491974 | increase of 0.000000 per \$100, or 0.00% |
| Average homestead taxable value | \$95,951 | \$98,533 | increase of 2.69% |
| Tax on average homestead | \$472.05 | \$484.76 | increase of 12.71, or 2.69% |
| Total tax levy on all properties | \$771,110 | \$807,576 | increase of 36,466, or 4.73% |

For assistance with tax calculations, please contact the tax assessor for City of Daingerfield at (903) 645-5601 or sgolden@morriscad.com, or visit www.morriscad.com for more information.

NOTICE OF PUBLIC HEARING

THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, IN ACCORDANCE WITH ARTICLE V, SECTION IV OF THE HOME RULE CHARTER, SHALL HOLD A PUBLIC HEARING PERTAINING TO THE BUDGET FOR THE FISCAL YEAR 2024-2025. THE HEARING WILL BE HELD AT THE DAINGERFIELD VOLUNTARY FIRE DEPARTMENT, 823 W.W.M. WATSON BLVD., AT 6:00 P.M. MONDAY, SEPTEMBER 9, 2024. THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY +36,466, WHICH IS A 4.73% PERCENT INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$10,582. ALL PERSONS WISHING TO BE HEARD FOR OR AGAINST THE ESTIMATES FOR THE 2024-2025 BUDGET SHALL BE HEARD AT THAT PARTICULAR TIME. A COPY OF THE PROPOSED BUDGET IS AVAILABLE FOR INSPECTION AT CITY HALL AND ONLINE AT WWW.CITYOFDAINGERFIELD.COM

WADE KERLEY, MAYOR
CITY OF DAINGERFIELD

City of Daingerfield
City Council Notice of Public Hearing
Monday September 9, 2024 at 6:00 p.m.
Daingerfield Volunteer Fire Department located at
823 W.W.M. Watson Blvd. Daingerfield, TX 75638

The City Council will hold a public hearing for the following requests:

1. CONSIDER REQUEST FOR REPLAT OF 0.747 ACRE, 2 LOTS & 1 BLOCK IN THE ALLEN URQUHART SURVEY A-296, ZONED F-CENTRAL BUSINESS. AND LOCATED AT 303 WEST WM WATSON BLVD, AS REQUESTED BY MARK FOSTER, REPRESENTED BY NICHOLAS NORTHCUTT OF NORTHCUTT LAND SURVEYING.
2. CONSIDER REQUEST FOR FINAL PLAT OF SUBDIVISION WOOD'S ESTATES, 1.44 ACRES, LOTS 1, 2, 3, AND 4 BLOCK 13 OF ORIGIANL TOWN PLAT IN THE ALLEN URQUHART SURVEY, A-296, ZONED B-2ND SINGLE FAMILY, AND LOCATED W. FANNIN, N. LAMAR, W. HOUSTON AND N. PETERS, AS REQUESTED BY ERNEST JR. AND CHANDRA WOODS, REPRESENTED BY FIGUEROA CONSTRUCTION LLC.

These items are currently scheduled to appear before the City Council on Monday, September 9, 2024, at 6:00 P.M at the Daingerfield Volunteer Fire Department, 823 W.W.M. Watson Blvd, Daingerfield, Texas 75638.

City Council meetings are open to the public. Citizens are encouraged to participate in the review of the planning and zoning projects and to make their views regarding this known at this public hearing.

Persons with disabilities wishing to attend this meeting should contact the City Manager's office at (903) 645-3906 to arrange for assistance. Individuals who require auxiliary aids or services for this meeting should contact the City Manager's Office at least two days before the meeting so that appropriate arrangements can be made.

MINUTES OF REGULAR MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
Aug 12, 2024

City Council Present: Mayor Wade Kerley Councilmembers Jessie Ayers, David Hood, Ben Ramirez, and Mike Carter
Vicki Smith arrived at 6:11pm

Absent:

City Staff Present: City Manager Michelle Jones City Secretary/Finance Director Amanda Sanders, Fire Chief Jimmy Cornileus, Assistant Chief Travis Miller, Police Chief Tracey Climer, Code Officer Katelyn Claunch, Public Works Director Kiersten Wiley

Others: Jim Goodman, Nicole Kimball-Steel County Bee, Taylor Hackemack-Daingerfield State Park, Justin Reeves-JRES LLC

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

Mayor Kerley gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

Public Comments:

Mike Carter spoke asking the council to do some soul searching and ask themselves what has been accomplished since they were elected. He encouraged everyone to do their part, get serious and be a leader in the community. He stated Michelle was doing a great job but cannot be expected to do it all.

4. Consent Agenda

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

A. Deliberate and Act to Approve Minutes of July 8, 2024.

Motion made by councilmember Hood to approve minutes as presented
Seconded by councilmember Ayers and all voted for. Motion Carried.

5. Business

Discuss, Consider, and Possibly Take Action Regarding:

- A. Deliberate, Consider and Take Action on a Request from Daingerfield 259 LLC to assist in replacing an existing city sewer line across 201 Cotton St.**
Motion made by councilmember Carter that 259 LLC will pay 50% of the line replacement costs on their property, seconded by councilmember Ramirez and all voted for. Motion carried.
- B. Presentation and Discussion of the Preliminary Budget for FY 2024-2025.**
Motion made by councilmember Carter to approve the tax rate of .491974 for use in the Budget for FY 2024-2025 the same rate as the previous budget, seconded by councilmember Hood and all voted for. Motion carried.
- C. Deliberate and set date for Public Hearing on the Proposed Budget for Fiscal Year 2024-2025.**
Motion made by councilmember Ayers to set hearing date for Proposed budget Fiscal Year 2024-2025 for September 9,2024 seconded by councilmember Ramirez. Voted for by councilmember Smith and Hood. Voted against by councilmember Carter. Motion carried 4 to 1.
- D. Deliberate and Set Date for Public Hearing on the Tax Rate for Fiscal Year 2024-2025.**
Motion made by councilmember Hood to set hearing on Tax Rate for Fiscal Year 2024-2025 for September 9,2024 seconded by councilmember Smith and all voted for. Motion carried.
- E. Deliberate and Set Date to vote on Proposed Fiscal Year 2024-2025.**
Motion made by councilmember Carter to set date to vote on proposed tax rate for the fiscal year 2024-2025 on September 16,2024, seconded by councilmember Ramirez and all voted for. Motion carried.
- F. Deliberate, nominate and appoint a new member to the Planning & Zoning Commission to fill a mid-term vacancy that was held by Cheryl Durrett.**
Motion made by councilmember Carter to appoint Martha Campbell to the Planning & Zoning Commission to fill a mid-term vacancy that was held by Cheryl Durrett, seconded by councilmember Ramirez and all voted for. Motion carried.
- G. Deliberate, nominate and appoint a new member and Alternate to the Board of Adjustments to fill mid-term vacancies that were held by Cheryl Durrett and Alternate position held by Tony Hall.**
Motion made by councilmember Hood to appoint Martha Campbell to the Board of Adjustments to fill mid-term vacancy held by Cheryl Durrett and to appoint Jim Goodman to replace alternate position held by Tony Hall, seconded by councilmember Ramirez and all voted for. Motion carried.

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

- a. Animal Shelter, Code Enforcement, Electrical, EMS, Fire, Library, Municipal court, Police, Public Works
- b. Financial
- c. City Manager

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

- a. Planning and Zoning Minutes- July 22, 2024
- b. Daingerfield Housing Authority- Annual Report

8. Adjournment.

There being no further business before the Council, the meeting was adjourned at 6:40 p.m. on motion by Councilmember Ayers seconded by Councilmember Smith and all voted for, motion carried.

Wade Kerley, Mayor

ATTEST:

Amanda Sanders, City Secretary



Final Plat Approval and Recording Checklist

Instructions: Ensure all items are completed and included before submitting the final plat for approval.

1. Final Plat Drawing

- Drawn in ink on tracing cloth at a scale of 100 feet to one inch.
- For large subdivisions, if submitting in sections, ensure an index sheet shows the entire subdivision.
- Submitted in contiguous sections if required by the planning commission.

2. Final Plat Details

- Primary Control Points: Approved by the city or with descriptions and ties to control points.
- Tract Boundary Lines: Show rightofway lines of streets, easements, other rightsofway, and property lines of lots and sites with accurate dimensions, bearings, deflection angles, radii, arcs, and central angles of all curves.
- Street Names and RightofWay Widths: Clearly labeled for each rightofway.
- Easements: Location, dimensions, and purposes clearly marked.
- Lot or Site Numbers: Each lot or site should be uniquely numbered.
- Purpose of NonResidential Sites: Indicate the purpose for which any sites, other than residential lots, are dedicated or reserved.
- Minimum Building Setback Line: Marked on all lots and other sites.
- Monuments: Location and description provided.
- Names of Adjoining Landowners: Names of record owners of adjoining unplatted land.
- References to Recorded Subdivision Plats: Include the name, date, and number of adjoining platted land.
- Surveyor/Engineer Certification: Certification by a licensed surveyor or registered engineer certifying the accuracy of the survey and plat.
- Title Certification: Shows that the applicant is the landowner.





Dedication Statement: Statement by the owner dedicating streets, rightsofway, and any sites for public uses.

General Information: Title, scale, north arrow, and date.

3. Street Cross Sections and Profiles

Cross Sections and Profiles: Show street grades approved by the city.

4. City Certification

Compliance Certification: Certificate by the city certifying one of the following:

All improvements have been installed in accordance with the requirements and conditional approval of the preliminary plat.

OR

A bond or certified check has been posted, available to the city, sufficient to ensure the completion of all required improvements.

5. Protective Covenants

Covenants for Recording: Ensure protective covenants are in a form suitable for recording.

6. Additional Data

Additional Requirements: Any other data required by the planning commission for enforcing regulations.

Instructions for Submission:

Ensure all items on this checklist are completed and verified before submitting the final plat for review by the planning commission.



City of Daingerfield
Certificate of Compliance
Subdivision Improvements
Date: September 3, 2024
Subdivision Name: Foster Commercial
Location: 303 West WM Watson Blvd

This certificate is issued by the City of Daingerfield to certify that the subdivision named above has complied with the required regulations and standards set forth by the city and the planning commission. Based on the inspection and documentation provided, the following alternative has been fulfilled:

The undersigned hereby certifies that all required improvements have been installed in accordance with the requirements of the city's subdivision regulations and the conditions outlined in the planning commission's conditional approval of the preliminary plat. These improvements include, but are not limited to:

- No improvements were made to this subdivision.

This certificate serves as formal acknowledgment that the subdivision is in full compliance with the city's subdivision regulations as of the date of issuance.



Michelle Jones
City Manager
City of Daingerfield

Note: This certificate is issued based on the information available at the time of issuance and is subject to any further inspections or requirements as may be determined by the City of Daingerfield.

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a plat application on the property located at
303 W WM Watson Blvd with the City of Daingerfield.

Mark Foster
Signature of Owner/Agent

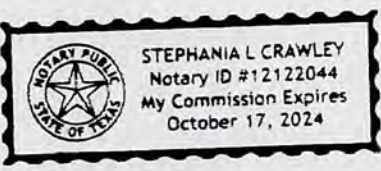
8-28-24
Date

BEFORE ME, Stephanie Crawley, on this day personally
appeared Mark Foster, known to or proved to me on the oath of
driver license (description of identity card or other
document) to be the person(s) whose name is subscribed to the foregoing instrument and
acknowledged to me that he executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of August, 2024.
(SEAL)

Stephanie Crawley
Notary Public in and for the State of Texas

My Commission Expires: 10/17/24



Questions:
Michelle.jones@cityofdaingerfield.com
903-645-3906 ext. 9

OFFICE USE ONLY

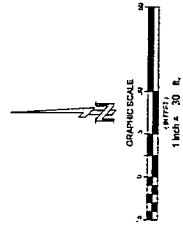
| | | |
|-------------------------------------|-------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> | Application fee: _____ | Pre-Application No.: <u>NA</u> |
| <input checked="" type="checkbox"/> | Legal Description of Property | File Number: <u>NA</u> |
| <input checked="" type="checkbox"/> | Completed Application | Date Received: <u>8-28-2024</u> |

- NOTES**
1. BEARINGS AND COORDINATES ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAZD83), NORTH CENTRAL ZONE.
 2. DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO SURFACE DISTANCES DIVIDE GRID DISTANCES BY THE SCALE FACTOR 0.9999428.
 3. THIS PROFESSIONAL SERVICE WAS PERFORMED WITHOUT BENEFIT OF HAVING BEEN ADVISED OF ANY RIGHTS AND/OR OTHER MATTERS AND/OR ISSUES RELATING TO TITLE COULD AND MAY EXIST.
 4. THE PURPOSE OF THIS PLAN IS TO CREATE A 2 LOT SUBDIVISION.
 5. ZONING PER CITY OF DANGERFIELD ZONING MAP: CENTRAL BUSINESS (P) AND RESTRICTIONS
 6. PAVEMENT SHOWN IS CONCRETE IN GOOD CONDITION UNLESS OTHERWISE NOTED; THE SURVEYOR HAS VISUALLY INSPECTED THE PAVEMENT AND HAS FORMED HIS PERSONAL OPINION OF THE FIELD SURVEY CHECK SHEET AND DOES NOT PROVIDE AN ENGINEERING OPINION.
 7. THERE ARE NO UNDISCOVERED, VISIBLE, AND APPARENT EVIDENCE OF: CONCRETE OR ASPHALT DRIVEWAYS OR ALLEYS CROSSING SUBJECT PROPERTY OTHER THAN AS SHOWN.
 8. THERE ARE NO OBSERVED, VISIBLE, AND APPARENT EVIDENCE OF: POHDS, SPRINGS, LAKES OR OTHER FEATURES BORDERING OR RUNNING THROUGH SUBJECT PROPERTY OTHER THAN AS SHOWN.

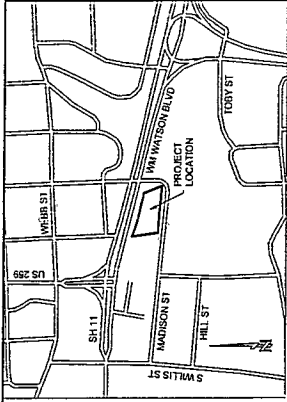
**STATE OF TEXAS
COUNTY OF MORRIS**

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT FOSTER COMMERCIAL SUBDIVISION, BEING A PORTION OF THE ALLEN LUKHART SURVEY, A-296, MORRIS COUNTY, TEXAS, TOGETHER WITH THE SURVEYORS CERTIFICATE OF SAME, WERE PRESENTED TO THE CITY OF DANGERFIELD, MORRIS COUNTY, TEXAS FOR ITS APPROVAL. THAT SAID PLAN, OWNERS CERTIFICATE AND SURVEYORS CERTIFICATE BEING FOUND TO BE IN ACCORDANCE WITH ALL REQUIREMENTS IN ALL RESPECTS, AND IN ALL THINGS APPROVED FOR FILING, THIS THE _____ DAY OF AUGUST, 2024.

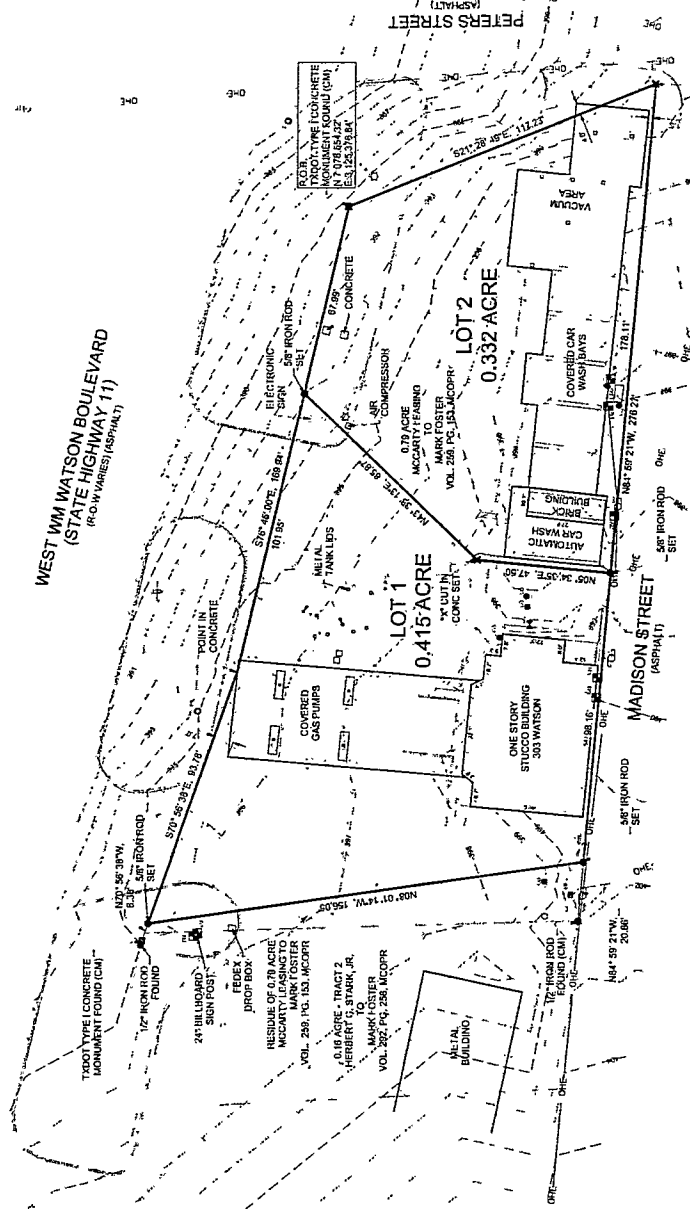
SECRETARY - CITY OF DANGERFIELD _____ MAYOR - CITY OF DANGERFIELD _____
MORRIS COUNTY CLERK _____ MORRIS COUNTY JUDGE _____



VICINITY MAP
SCALE: 1" = 500'



**WEST WM WATSON BOULEVARD
(STATE HIGHWAY 11)
(P-C-W VARIES) (ASPHALT)**



| LEGEND | |
|--------|---------------------|
| ○ | POWER POLE |
| ○ | LIGHT POLE |
| ○ | UTILITY |
| ○ | ELECTRIC METER |
| ○ | ELECTRIC BOX |
| ○ | WATER METER |
| ○ | WATER VALVE |
| ○ | STORM SEWER MANHOLE |
| ○ | SEWER MANHOLE |
| ○ | TANK ID |
| ○ | CLEANOUT |
| ○ | GAS METER |
| ○ | SPEED LIMIT SIGN |
| (CM) | CONCRETE MONUMENT |
| --- | OVERHEAD ELECTRIC |

SURVEYORS CERTIFICATION
I, NICHOLAS NORTHCUTT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THIS PLAN AS THE SUBDIVISION OF A PORTION OF THE ALLEN LUKHART SURVEY, A-296, MORRIS COUNTY, TEXAS, BEING ALL OF 0.79 ACRES CONVEYED FROM MCCARTY LEASING TO MARK FOSTER BY AN INSTRUMENT DATED 08/14/2024, VOLUME 259, PAGE 153, MCCOPR BLOCK CORNERS, LOT CORNERS, ANGLE POINTS, BEARINGS AND ENDING OF CURVES AND BOUNDARY CORNERS ARE MARKED WITH 5/8" X 2" IRON RODS UNLESS SHOWN OTHERWISE.

JULY 23, 2024
DATE

PRELIMINARY
FOR CITY OF DANGERFIELD
NICHOLAS NORTHCUTT
REGISTERED PROFESSIONAL LAND SURVEYOR
(1484517) (DISTRICT NO. 08A)

**PRELIMINARY PLAT
FOSTER COMMERCIAL
SUBDIVISION**
0.747 ACRE, 2 LOTS & 1 BLOCK
BEING ALL OF 0.79 ACRE
MCCARTY LEASING TO MARK FOSTER
VOLUME 259, PAGE 153, MCCOPR
IN THE ALLEN LUKHART SURVEY, A-296
MORRIS COUNTY, TEXAS

Northcutt
Land Surveying
8725 FM 1927, OLIVER, TEXAS 75461
PH: 803.371.4633 | TDFELS 10184708
EMAIL: NICK@NORTHCUTT.SURVEYING.COM

DEDICATION:
STATE OF TEXAS, COUNTY OF MORRIS, CITY OF DANGERFIELD, TEXAS, DO HEREBY ACCEPT THIS AS THIS PLAN FOR THE SUBDIVISION INTO LOTS AND BLOCKS AND DO HEREBY ULTIMATELY TO THE PUBLIC TO HAVE THE SAME AND TO HAVE THE SAME TO BE USED AS SHOWN UNLESS OTHERWISE SPECIFIED AS PRIVATE. WITNESS OUR HAND THIS _____ DAY OF AUGUST, 2024.

MARK FOSTER
OWNER

NOTARY PUBLIC IN AND FOR MORRIS COUNTY, TEXAS



Final Plat Approval and Recording Checklist

Instructions: Ensure all items are completed and included before submitting the final plat for approval.

1. Final Plat Drawing

- Drawn in ink on tracing cloth at a scale of 100 feet to one inch.
- For large subdivisions, if submitting in sections, ensure an index sheet shows the entire subdivision.
- Submitted in contiguous sections if required by the planning commission.

2. Final Plat Details

- Primary Control Points: Approved by the city or with descriptions and ties to control points.
- Tract Boundary Lines: Show rightofway lines of streets, easements, other rightsofway, and property lines of lots and sites with accurate dimensions, bearings, deflection angles, radii, arcs, and central angles of all curves.
- Street Names and RightofWay Widths: Clearly labeled for each rightofway.
- Easements: Location, dimensions, and purposes clearly marked.
- Lot or Site Numbers: Each lot or site should be uniquely numbered.
- Purpose of NonResidential Sites: Indicate the purpose for which any sites, other than residential lots, are dedicated or reserved.
- Minimum Building Setback Line: Marked on all lots and other sites.
- Monuments: Location and description provided.
- Names of Adjoining Landowners: Names of record owners of adjoining unplatted land.
- References to Recorded Subdivision Plats: Include the name, date, and number of adjoining platted land.
- Surveyor/Engineer Certification: Certification by a licensed surveyor or registered engineer certifying the accuracy of the survey and plat.
- Title Certification: Shows that the applicant is the landowner.



- Dedication Statement: Statement by the owner dedicating streets, rightsofway, and any sites for public uses.
- General Information: Title, scale, north arrow, and date.

3. Street Cross Sections and Profiles

- Cross Sections and Profiles: Show street grades approved by the city.

4. City Certification

- Compliance Certification: Certificate by the city certifying one of the following:

All improvements have been installed in accordance with the requirements and conditional approval of the preliminary plat.

OR

A bond or certified check has been posted, available to the city, sufficient to ensure the completion of all required improvements.

5. Protective Covenants

- Covenants for Recording: Ensure protective covenants are in a form suitable for recording.

6. Additional Data

- Additional Requirements: Any other data required by the planning commission for enforcing regulations.

Instructions for Submission:

Ensure all items on this checklist are completed and verified before submitting the final plat for review by the planning commission.





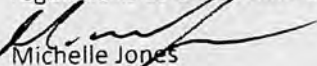
City of Daingerfield
Certificate of Compliance
Subdivision Improvements
Date: September 3, 2024
Subdivision Name: Wood's Estates
Location: 1.44 Acres Block 13 of Original Town Plat

This certificate is issued by the City of Daingerfield to certify that the subdivision named above has complied with the required regulations and standards set forth by the city and the planning commission. Based on the inspection and documentation provided, the following alternative has been fulfilled:

The undersigned hereby certifies that all required improvements have been installed in accordance with the requirements of the city's subdivision regulations and the conditions outlined in the planning commission's conditional approval of the preliminary plat. These improvements include, but are not limited to:

- The lot size, width, shape, and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
- Lot dimensions shall conform to the zoning ordinance and as follows:
- Residential lots, served by sanitary sewers, shall not be less than 70 feet wide at the building setback line nor less than 6,000 square feet in area.
- Residential lots, served by other than public sanitary sewers, shall not be less than 70 feet wide nor less than 120 feet deep.
- No lot shall be less than 100 feet in depth, and the general desirable lot shall be at least 65 feet wide by 120 feet deep. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
- All lots shall have a 25-foot building setback from the property line while corner lots shall have to provide a 25-foot building setback from both streets.
- The subdividing of the land shall be such as to provide each lot with satisfactory access to a public street.

This certificate serves as formal acknowledgment that the subdivision is in full compliance with the city's subdivision regulations as of the date of issuance.


Michelle Jones
City Manager
City of Daingerfield

Note: This certificate is issued based on the information available at the time of issuance and is subject to any further inspections or requirements as may be determined by the City of Daingerfield.



Development Services
 Planning Division
 101 Linda Drive
 Daingerfield, TX 75638
 (903) 645-3906

PLAT APPLICATION

Select One: Preliminary Plat Final Plat Replat

Property Owner: Ernest Jr. & Chandra Woods Contact: Itzel Figueroa
 Owner Address: 300 W. Houston St. City: Daingerfield State: TX Zip: 75638
 Email: _____ Telephone: (903) 563-5012

Applicant/Agent: Figueroa's Construction LLC Contact: Roberto Figueroa
 Engineer Architect Surveyor Owner Other Contractor

Applicant Address: 447 Cypress St. City: Pittsburg State: TX Zip: 75686
 Applicant Email: itzelfigueroa93@icloud.com Telephone: 9037672991

CONTACT INFORMATION

REQUIRED

Proposed Subdivision Name: Wood's Estates
 Survey Name: Replat of Block 13 Original town plat Abstract Number: 296
 Existing Zoning: B-2nd single family Total Acreage: 1.44 acres
 Purpose for Platting: Create new subdivision - Residential homes

Is this an existing subdivision or part of a subdivision being replatted? Yes (see below) No
 Subdivision Name: Wood's Estates
 Number of lots within original subdivision: 6 Date Filed: August 30th, 2024
 Volume: 281 Page: 694

PROPERTY INFORMATION

REQUIRED

SUBMITTAL CHECKLIST

- Completed Application including signatures and completed plat checklist
- Application fee
- Three (3) copies of final plat final plat shall be drawn in ink on tracing cloth at a scale of 100 feet to one inch: include a letter from the owner that verifies that all on-site improvements/infrastructure are reflected accurately or a letter from the owner stating that no on-site structures exist

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a plat application on the property located at Ernest Woods with the City of Daingerfield.

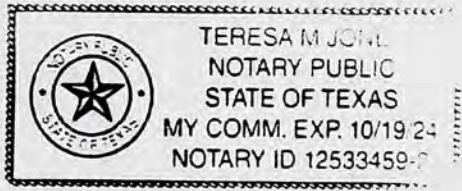
Chanda Woods 8-29-24
Signature of Owner/Agent Date

BEFORE ME, Ernest Woods, Tara & Sons, on this day personally appeared Ernest Woods, known to or proved to me on the oath of known to me (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of Aug 2024
(SEAL)

Teresa M. Jones
Notary Public in and for the State of Texas

My Commission Expires: 10-19-24



Questions:
Michelle.jones@cityofdaingerfield.com
903-645-3906 ext. 9

OFFICE USE ONLY

| | | |
|-------------------------------------|-------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Application fee: _____ | Pre-Application No.: _____ |
| <input checked="" type="checkbox"/> | Legal Description of Property | File Number: _____ |
| <input checked="" type="checkbox"/> | Completed Application | Date Received: <u>8-30-24</u> |



**FIGUEROA'S
CONSTRUCTION LLC**

TO: Michelle Jones, Interim City Manager

FROM: Figueroa's Construction LLC, on behalf of Mr. Ernest Jr. and Chandra Woods

**SUBJECT: FINAL PLAT DATA FOR THE PROPOSED "WOOD'S ESTATES" 1.44-ACRES
SUBDIVISION (REPLAT OF BLOCK 13 OF ORIGINAL TOWN PLAT)**

Applicant: Figueroa's Construction LLC, representing Owners Earnest Jr. and Chandra Woods.

Proposed Development To be Undertaken:

The proposed preliminary plat reflects the development of six (6) B-2nd Single-Family Dwelling Lots. Each lot has an average of 10,482 square footage. The dimensions of the lots are an average of 84.28 feet wide and 125.43 feet deep. Beginning with Lot 6, the developer plans to construct a 1,600 square foot home, to sell at a price of approximately \$170 per square foot. The future homes built in this subdivision will average at a price of about \$250,000.00 each, respectively. Proposed utilities for each future dwelling will be electric, and Daingerfield City public water and sanitary sewer will be used. There shall be no proposed road improvements to the development.

Available Community Utilities for Wood's Estates Include:

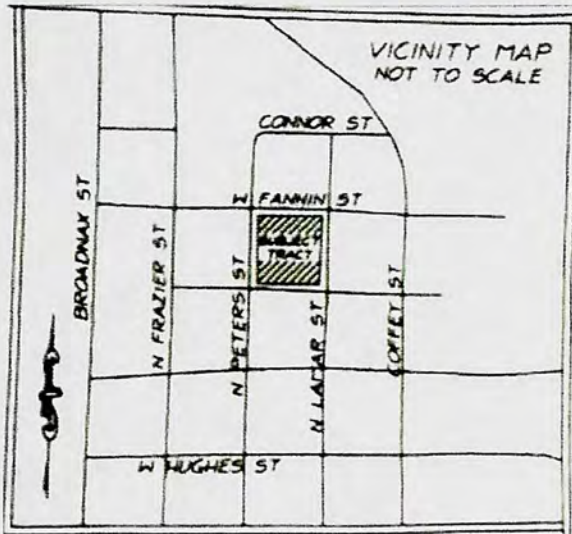
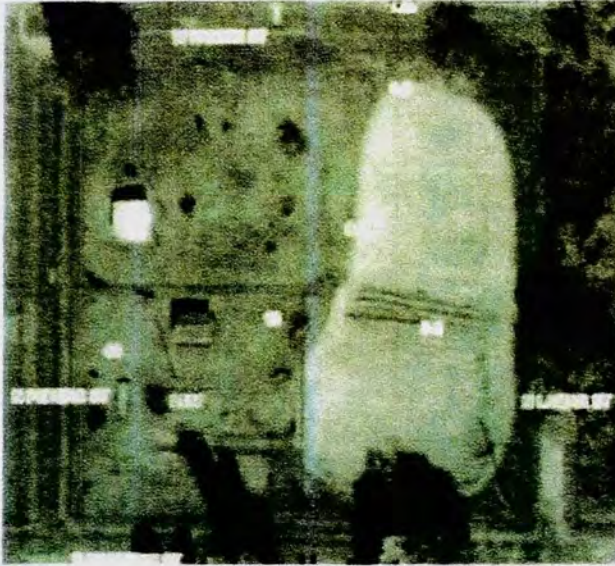
- Electric - SWEPCO
- Sanitation - City Sewer and Trash Pick Up
- Water Utilities - City Water
- Internet Providers - Suddenlink, Windstream

Community Covenants and Facilities

At present time there are no existing covenants or available community facilities located in the vicinity, and the developer does not propose to create any community facilities.

The developer seeks to propose a deed restriction of a minimum requirement of 1,500 living square footage for each dwelling to be built on the Wood's Estates subdivision. *Existing Conditions and Land Characteristics:*

The land to be developed is vacant with the exception of a metal building on lot 5 and covered concrete on lot 7.



Respectfully submitted.

A handwritten signature in blue ink, appearing to read "Roberto Figueroa".

Roberto Figueroa
Contractor, and Owner
Figueroa's Construction I I C

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF MORRIS

KNOW ALL MEN BY THESE PRESENTS

That, I, MARJORIE KNIGHT GREEN, of the County of Morris and State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presence do GRANT, SELL AND CONVEY unto, CHANDRA WOODS, 300 W. Houston, Daingerfield, Morris County, Texas, all of the following described real property in Morris County, Texas, to-wit:

Lots 1, 2 and 4, of Block 13, of original town plat records of Daingerfield, Morris County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, her heirs and assigns and it does hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

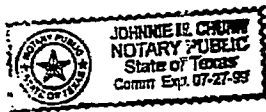
EXECUTED this 24th day of April, A.D. 1998.

Marjorie K. Green
MARJORIE KNIGHT GREEN

THE STATE OF TEXAS
COUNTY OF MORRIS

This instrument was acknowledged before me on the 24th day of April, 1998, by Marjorie Knight Green.

Johnnie M. Chew
Notary Public in and for the State of Texas



FILED FOR RECORD THE 4 DAY OF May A.D. 19 98 at 1:49 o'clock P. M.

DULY RECORDED THE 11 DAY OF May A.D. 19 98 at 8:10 o'clock A. M.

By _____ Deputy.

Doris McNall, County Clerk
Morris County, Texas

WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF MORRIS § KNOW ALL MEN BY THESE PRESENTS §

That, We, James R. Edwards, Joe Bob Edwards III, and Dorothy Edwards Chaney, the son and daughter of Joe Bob Edwards, of Morris and Dallas County, Texas and South Carolina, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto, Earnest Woods, 300 West Houston Street, Daingerfield, Morris County, and State of Texas, all of our interest in the following described real property in Morris County, Texas, to-wit:

Property (including any improvements):
Lot 3 of Block 13, of the original town plat records at Daingerfield, Morris County, Texas.


TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees, their successors and assigns and it does hereby bind myself, my successors and assigns to WARRANT AND FOREVER DEFEND and singular the said premises unto the said grantees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 4th day of April, 2009.

James R. Edwards
JAMES R. EDWARDS

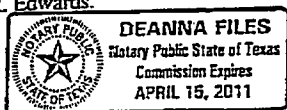
Joe Bob Edwards III
JOE BOB EDWARDS III

Dorothy Edwards Chaney
DOROTHY EDWARDS CHANEY

J. Edwards
Commissioner
Dec. 1


THE STATE OF TEXAS §
COUNTY OF MORRIS §

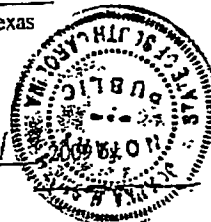
This instrument was acknowledged before me on the 9th day of April, 2009 by
James R. Edwards.



Deanna Files
Notary Public in and for the State of Texas

THE STATE OF SOUTH CAROLINA §
COUNTY OF Durham §

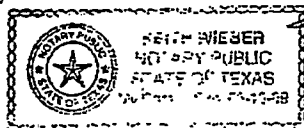
This instrument was acknowledged before me on the 9th day of April
Joe Bob Edwards, III.



Joe Bob Edwards, III
Notary Public in and for the State of Texas
Commission expires South Carolina
Dec 8, 2018

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of April, 2009 by
Dorothy Edwards Chaney.



Seth Wieser
Notary Public in and for the State of Texas

FILED FOR RECORD 4-16-2009 at 10:26 o'clock AM
RECORDED ON THIS 4-20-2009 at 7:25 o'clock AM
BY: _____ DEPUTY

VICKI CAMP, COUNTY CLERK
MORRIS COUNTY, TEXAS

Building Restrictions for Wood's Estates

Subdivision in the H.S Proctor Headright Survey of Morris County, Texas

The State of Texas

County of Morris

Let it be known that any and all conveyances hereafter made covering any lot or lots in said Wood's Estates subdivision shall be subject to the following covenants and restrictions:

1

Each lot shall be used for a B-2nd Single Family dwelling unit only, and no building or other structures except usual garage and necessary outbuilds, shall be erected on any lot.

2

Each residence shall contain at least 1500 square feet of floor space and must be constructed of; brick , stone, board and batten, stucco or cement siding.

3

Each building erected on a lot for residential purposes shall be set back from the front property line a minimum of 10 feet. No building or structure of any kind shall be erected nearer than 10 feet from any side of the street; nor nearer than 10 feet to any interior property line.

4

No horses, mules, cattle, donkeys, fowl, or animals except ordinary house pets shall be kept on any lot.

5

No fences or construction shall be erected on any lot between the main residence and the front property line.

6

No signs shall be allowed on any lot except signs which advertise the property for sale or for rent.

7

These covenants are to run with the land and shall be binding on all parties and grantees and persons claiming under them from the date this instrument is recorded.

Signature of Owner/Agent

Date

BEFORE ME, _____, on this day personally appeared, known to or proved to me on the oath of or through (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of _____, of September 20__.

Notary Public in and for the State of Texas

My Commission Expires: _____

CORNER'S CERTIFICATE

The Eastern Woods and Clearing Woods, do hereby certify that we are the owners of Block 13 of original town plat of the town of Daingerfield, Morris County, Texas, and accept this town plat of said tract and its boundaries as shown and do declare all corners and right of ways as shown herein.

Witness My Hand and Seal of Office this 25th day of February, 2024, by _____
 Mayor, State of Texas
 County of _____
 City of _____

This instrument was acknowledged before me in the capacity above stated, as Mayor, Public, on this _____ day of _____, 2024, by _____
 Notary Public, State of Texas

CERTIFICATE OF DIRECTOR OF COMMUNITY DEVELOPMENT
 APPROVED by the Director of Community Development of Daingerfield, Texas on the _____ day of _____, 2024.

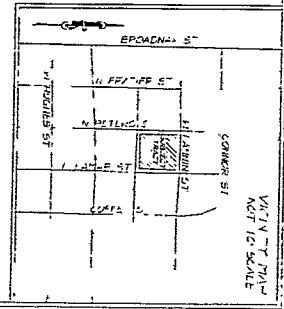
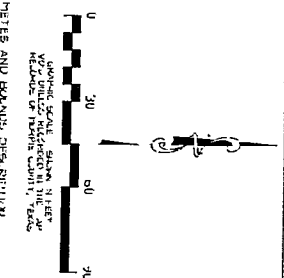
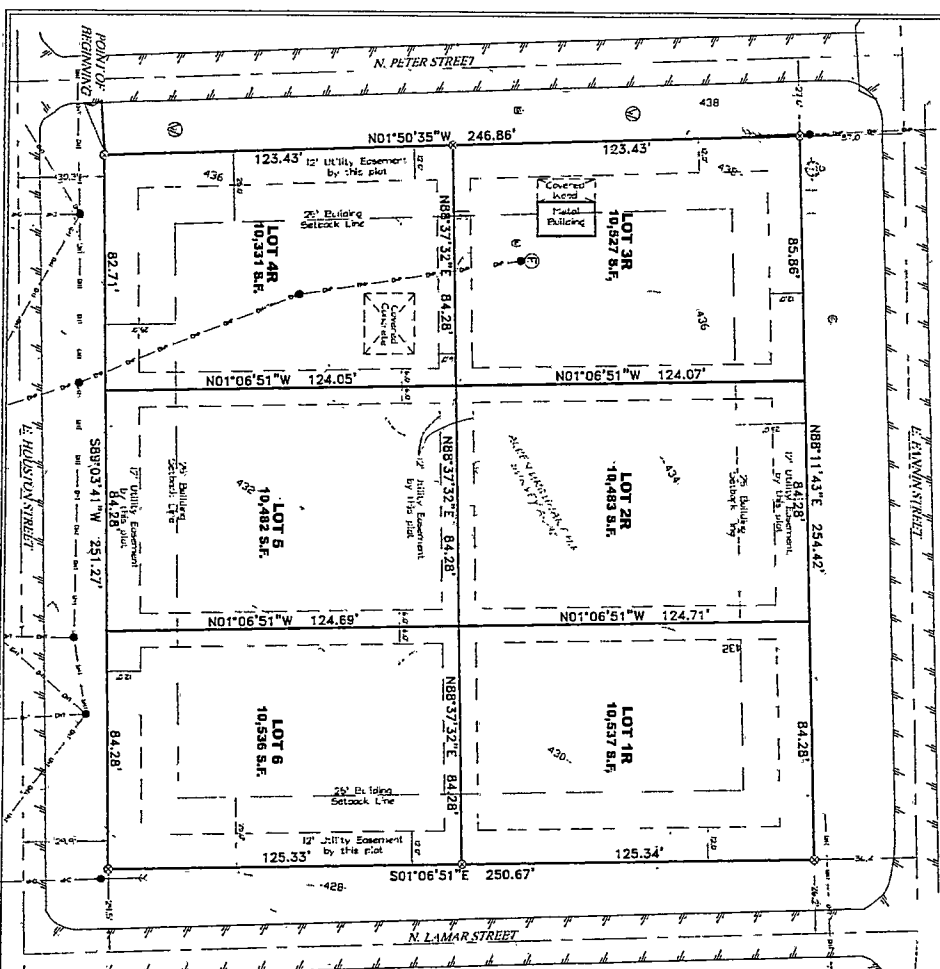
 Director of Community Development

CERTIFICATE OF CITY ATTORNEY
 APPROVED by the City Attorney of Daingerfield, Texas on the _____ day of _____, 2024.

 City Attorney

CERTIFICATE OF CITY MANAGER
 ADDRESS: REPLAT OF BLOCK 13 OF ORIGINAL TOWN PLAT OF TOWN OF DAINGERFIELD, MORRIS COUNTY, TEXAS
 Location: N. Lamar, N. Lamar, N. Lamar, N. Houston and St. Peters Daingerfield, TX
 I hereby certify that all requirements of the Subdivision and Development Ordinance concerning subdivision and approval of subdivision and plat approval have been met and with the approval of the City Manager, I have been authorized to sign this certificate of approval.

City Manager (or his designee) _____
 Date _____



PETER AND BOWEN'S DESCRIPTION
 Being a 1.46 acre lot, field or parcel of land situated in the town of Daingerfield, Morris County, Texas, and being all or part of the town of Daingerfield, Morris County, Texas, and being more particularly described as follows: To-wit: The lot of land bounded on the north by the East line of said Block 13 and the East line of said Block 12, on the south by the East line of said Block 13 and the East line of said Block 14, on the west by the East line of said Block 13 and the East line of said Block 12, and on the east by the East line of said Block 13 and the East line of said Block 14.

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED AS A FINAL SURETY DOCUMENT.
 This instrument was acknowledged before me in the capacity above stated, as Notary Public, on this _____ day of _____, 2024, by _____
 Notary Public, State of Texas

- NOTED:**
1. Bearings based on Texas State Plane Coordinate, Texas North-Central Zone 4202, as recorded by GPS observation.
 2. Field work was completed on 8/16/2024.
 3. Property is owned by B-2nd Single Family.
 4. Corner lines on shown are based on subdivision and corner lines shown through maps/datas provided by Red River Title / 2017 Field Investigation on very old plat of Block 13 and Block 14. Call them a division between the two lines (??) for reference.

REPLAT OF BLOCK 13 OF ORIGINAL TOWN PLAT OF DAINGERFIELD MORRIS COUNTY, TEXAS

PROJECT NAME: REPLAT OF BLOCK 13 OF ORIGINAL TOWN PLAT OF DAINGERFIELD MORRIS COUNTY, TEXAS
ADDRESS: N. Lamar, N. Lamar, N. Lamar, N. Houston and St. Peters Daingerfield, TX
PREPARED BY: B-Y-LINE SURVEYING LLC
DATE: 08/21/2024

BY-LINE SURVEYING LLC
 1800 N. Lamar, Suite 100
 Daingerfield, TX 75845
 Phone: 409-447-1150
 Email: info@bylinesurveying.com

 The Local Government
Purchasing Cooperative

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice, which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein

3. Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. Payments by Cooperative Member.

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
- (a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - (b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - (c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - (e) All requirements – local or state – for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including, but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

- 13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
- 16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____
Dan Troxell, Ph.D., Secretary

Date: _____

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

City of Daingerfield
(Name of Local Government)

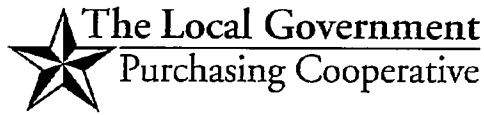
By: _____
Signature of authorized representative of Cooperative Member

Date: _____

Michelle Jones- City Manager
Printed name and title of authorized representative

Coordinator (Program Contact) for the Cooperative Member is:

Michelle Jones-City Manager
101 Linda Drive
Daingerfield, TX 75638
903-645-3906
Michelle.Jones@cityofdaingerfield.com



BOARD RESOLUTION

City of Daingerfield

(Name of Local Government)

Cooperative Member

WHEREAS, the above-named entity (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act") and has elected to be a Cooperative Member in The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member has reviewed the Interlocal Participation Agreement ("Agreement") and seeks to adopt such Agreement in order to become a member of, and participate in, the Cooperative;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of The Local Government Purchasing Cooperative; and
2. The Board of Trustees of the Cooperative Member authorizes its Board President, Superintendent or the Superintendent's designee to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

September 9, 2024.

Wade Kerley, Mayor

ATTEST:

Amanda Sanders, City Secretary



OFFICIAL BALLOT

Texas Municipal League (TML) Region 15 Director Election

This is the official ballot for the election of the Region 15 director of the TML Board of Directors. You received this ballot because you are the city’s primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city’s governing body. Please record your city’s choice by placing an “X” in the square beside the candidate’s name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a one-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 15 Director (select one)

Jesse Casey, Mayor, Hallsville (Incumbent)

Chad Huckaby, Vice Mayor Pro Tem, Nacogdoches

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 15 Director Candidate Biographies



Jesse Casey, Mayor, Hallsville (Incumbent)

Jesse Casey has served as the mayor of the City of Hallsville since 2017. He's also held several positions with TML, including Region 15 president (2021-present), Region 15 director (May 2024-present), and Region 15 vice president (2019-2021). He is a board member of the East Texas Council of Governments, president of the Hallsville Lions Club, and a former member of the Texas City Officials ERCOT Advisory Board. Casey earned his Bachelor of Science in Secondary Education from the University of Texas at Tyler and a Master of Education from Stephen F. Austin University. He served 16 years as a math teacher and coach and 19 years as an administrator at Hallsville Independent School District. Casey attends the First Baptist Church in Hallsville, serving as a deacon and Sunday school teacher. He and his wife of 33 years, Melissa Warren, have three

children and 11 grandchildren.



Chad Huckaby, Vice Mayor Pro Tem, Nacogdoches

Born and raised in Nacogdoches, Chad Huckaby is serving his second term on the Nacogdoches City Council. Dr. Huckaby is a member of the faculty at Angelina College. He is a former Mr. SFA, was formerly appointed by Texas Governor Greg Abbott to serve as student member of the Stephen F. Austin State University Board of Regents, and has served as Minister of Music for the Martinsville Baptist Church for 14 years. He is also a technologies consultant for a rural independent school district. During his time as a member of the city council, Huckaby's leadership has not gone unnoticed by his peers. He has recently been elected by members to serve as vice mayor pro tempore and has been named to the Deep East Texas Council of Governments Board of Directors. During his first term on the council, Huckaby worked with members and residents to help

develop seven bond proposals totaling approximately \$49 million, proposals that were all passed by voters overwhelmingly. For the past several years, he has served as a member of the Nacogdoches Independent School District Citizens Bond Review Committee. In the spring of 2024, Huckaby was selected by the hometown newspaper, the *Nacogdoches Daily Sentinel*, as one of the Shining Stars of Nacogdoches. More recently, Huckaby has received recognition from the National Association of Social Workers. The Deep East Texas Branch of the National Association honored Huckaby as the 2024 Elected Official of the Year. Huckaby earned both a bachelor's degree and master's degree from SFA and his PhD from Texas A&M University. He and his wife, Candra, a public school administrator, have one son.

LIFENET

LifeNet is a non-profit EMS agency that provides ground and air ambulance services to the citizens of Morris County. We've been known as LifeNet for over 40 years and currently cover service areas in Texas, Arkansas, and Oklahoma.

Like any business, EMS was affected tremendously by COVID and the high inflation rates that came afterward. We have seen 50%-70% increases from our vendors. Our industry has struggled for the last four years to cover the expenses *required* by law to operate. EMS is not just a ride to the hospital - it is a multi-faceted healthcare industry that intersects with public safety and brings emergency care *to* the patient. We are only allowed to bill our rates if we transport the patient therefore, our reimbursement rates do not reflect the cost of readiness. They have barely increased, if any at all. For example, our reimbursement rates from Blue Cross Blue Shield have not increased since 2017. But every year, our employer premiums go up at 10% or more. Medicare and Medicaid reimbursements have not covered the cost to operate in years leaving us to rely on commercial insurance payments.

Because of the financial strain, industry experts and lobbyists have been working diligently to try and correct the low reimbursements at the federal and state levels. One the milestones at the state level was Texas Senate Bill 2476, which mandates plans that fall under the Texas Department of

Insurance pay at least 325% of Medicare Rates. This is a small step in the right direction for EMS.

In order for LifeNet to be able to collect the money from the insurance companies mandated by SB2476, we are requesting to raise our base rates. Please see the graph below.

| | Current Rates | Proposed Rates |
|-------------------------|---------------|----------------|
| Non Emergency Base Rate | 708.50 | 1,006 |
| Emergency Base Rate | 927.31 | 1,571 |

| | | TX SB 2476 | |
|-------------------|-------|----------------|----------|
| | | Medicare Rates | 325% |
| ALS non-emergency | A0426 | 323.77 | 1,052.25 |
| ALS emergency | A0427 | 512.64 | 1,666.08 |

Other agencies in the surrounding area charges

| | Fouke | | Tyler TX | Mt | | | Marshall TX | Longview TX |
|---------------------|-------|-------|----------|---------|-------------|------------|-------------|-------------|
| | AR | TX | | Hope AR | Pleasant TX | Kilgore TX | | |
| Non-Emer Base Rates | 1,000 | 1,217 | 1,006 | 1,000 | 1,061 | 1,217 | 1,217 | 1,217 |
| Emer Base Rates | 1,650 | 1,571 | 1,791 | 1,650 | 1,500 | 1,571 | 1,571 | 1,571 |

How Will This Affect the Citizens

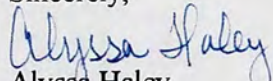
Medicare and Medicaid represent the majority of the insurance the citizens have that we transport. Our rate increases will not affect Medicare or Medicaid patients and most likely will not affect the small percentage of private pay (patients without insurance) because of their inability to pay. To help alleviate the cost of an ambulance transport, we offer financial assistance and in a lot of cases, we write off the majority of the bill or sometimes, the whole bill depending on the financial information submitted. Payment plans can be negotiated.

The rate increase will affect the commercial payors such as BCBS, United Healthcare, etc., — which represents about a quarter percent of the payors.

A small percentage of insurance patients might see a slight increase in their bill after it's submitted to insurance, but we cannot know for sure. Patients have different deductibles, copays, and some insurance plans do not cover certain services. This really depends on the patient and the insurance they choose from the broker.

We thank you for your time and appreciate the consideration for this request.

Sincerely,


Alyssa Haley

CEO

Contract to Provide Ambulance Service
By and Between the City of Daingerfield and LifeNet, Inc.

This Contract (hereinafter referred to as the "Contract") is entered into on the date recited below by and between the City of Daingerfield, Texas, a municipal corporation (hereinafter referred to as "City") and LifeNet, Inc., an Arkansas corporation (hereinafter referred to as "Contractor");

WHEREAS, the CITY has determined that it is in the best interest of its citizens to grant such a Contract to the CONTRACTOR, subject to negotiated terms and conditions; and,

WHEREAS, the parties desire to reduce such terms and conditions to writing.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

I. Consideration

The City agrees that for and in consideration of the services to be furnished by Contractor, it is granted the exclusive market rights for Emergency Medical Services and Non-Emergency Ambulance Services within the Contract Service Area for the term of this Contract. For the duration of this Contract, the City will not contract with any other person or entity nor may any other person or entity be licensed, permitted, or allowed to provide Emergency Medical Services or Non-emergency Ambulance Services on behalf of the City.

II. Scope & Quality of Services

Basic Service.

Contractor shall provide full and complete operations, maintenance and management services to efficiently and effectively provide Emergency Medical Service and Non-Emergency Ambulance Service within the City on a twenty-four hour per day, seven days per week basis.

Contractor shall furnish all equipment, facilities, and medical supplies required for the performance of this Contract at Contractor's own expense.

Contractor shall provide Emergency Medical Service ambulance transportation for every patient requesting transport to a local hospital, without regard to ability to pay, without resorting to hand-offs of patients to less capable crews, and without requesting or accepting payment at the time of service.

Service Level and Units.

All service units providing Emergency Medical Service shall be licensed at the MICU standard rating as designated and licensed by the Texas Department of State Health Services. The required MICU standard equipment, supplies and certified on-board crew shall be maintained on all In-Service Units at all times. Contractor shall maintain a current copy of the State license on file with the City.

Additionally, each unit shall be fully equipped with adequate radio communication equipment which will at all times be available for contact with emergency rooms of local hospitals and for communication with Contractor's Dispatch and Communication Center.

Agreement to Provide Ambulance Service for the City of Daingerfield, Texas
Page: 1-Final, August 17, 2020

Contractor shall provide adequate back-up unit(s), equipped in the same manner as the primary unit, available for replacement of a unit which may be out of service for maintenance, repair or other reason, and when in service, such back-up unit(s) shall be staffed in the same manner as the primary unit.

Each unit shall have the minimum equipment required by the Texas Department of State Health Services.

Performance Standards.

Contractor shall maintain at least one service location in the City. Such service location shall house not less than two Service Unit except for the use of said ambulance in the normal course of business.

Additional Service Units and hours of operation may be provided as deemed necessary by Contractor to meet the actual needs of the City. Contractor shall regularly maintain ambulances, accessory equipment and medical supplies so as to keep such items in good working order at all times. All Service Units shall be subject to inspection by any designated City official without notice.

The City shall have access to every resource of Contractor, as dictated by fluctuations in consumer demand for service, weather conditions and disaster events. That is, all Contracts entered into by Contractor for a jurisdiction contiguous to the City shall ensure the advantage of fully flexible vehicle deployment/redeployment using advanced systems status management (SSM) techniques to ensure the most reliable response time performance possible throughout the entire City, and to ensure unrestricted disaster response capabilities. To ensure such flexibility in responding to shifting needs, Contractor, except as specifically provided herein, shall refrain from contractually committing any of its ambulances to the exclusive benefit of any jurisdiction contiguous as a result of expansion of Contractor's coverage area or the City.

Response Time Standards

Unless noted below, Contractor shall strive to respond and provide a transport capable, paramedic staffed, MICU ambulance at the scene of each life-threatening emergency request within 8 minutes and 59 seconds on not less than 90% of all life-threatening emergency dispatch response requests (i.e., 9-1-1 EMS classified calls) occurring within the City. Such exception shall not be the basis for default.

The response time standards shall not apply to assignments during unusually severe weather conditions, multiple casualty events, declared disasters inside or adjoining the Contract Service Area.

Personnel.

Contractor shall provide all personnel necessary to supervise and operate the service including, but not limited to, paramedic level ambulance crews, supervisors, dispatchers, maintenance persons, and administrative and business office personnel. Contractor shall have sole authority in the hiring, counseling, discipline and/or termination of all employees and staff. Contractor shall provide a training and continuing education program of sufficient nature to ensure that emergency medical service personnel are adequately trained and certifications maintained for the provision of paramedic level service. Contractor shall maintain personnel training and certification records. Such records shall be made available for review at the request of the City.

All staff paramedics shall have Texas certification and shall be certified in ACLS and CPR.

All EMT's shall have Texas certification in emergency medical technician ambulance training as well as AHA-CPR.

Quality Improvement Program

Contractor will maintain and support a Quality Improvement (QI) program that meets or exceeds Commission on Accreditation of Ambulance Service standards. The QI programs and their subsequent reports, which are not of a proprietary or confidential nature, will be included in routine reports to the City.

Mutual Assistance Agreements / Disaster Preparedness.

Contractor will enter into or activate mutual assistance agreements with other paramedic level ambulance services for the purpose of ensuring backup service to the City and reciprocating services or communities in the case of calamity or disaster.

Contractor shall have an established plan for disaster preparedness and relief integrated with Contractor's disaster preparedness committee and with the City of Daingerfield Emergency Management Coordinator. Contractor shall engage in initial and continuing training and education in such preparedness planning.

Hospital Destination.

Emergency patients shall be transported to the nearest appropriate hospital, unless the patient's condition warrants a specific hospital or the patient specifically dictates otherwise. When the patient specifically expresses a hospital preference he/she shall be transported to the hospital of his/her choice. Contractor shall never deny emergency service to any emergency patient because of the person's inability to pay.

Vehicle Markings.

Each ambulance shall be distinctly marked with the name and unit number of the provider and shall be equipped with emergency warning devices in compliance with Texas statutes and will also be marked with the emergency 911 telephone number.

Medical Director.

Contractor shall appoint a medical director or medical directors for medical and quality control of patient care. Medical Director means a person, selected by Contractor, who shall be a physician, licensed to practice in Texas and shall be registered as an EMS medical director with the Texas Department of State Health Services. Contractor may also provide such other review committees or methodology it deems appropriate to ensure quality control.

Records.

Contractor shall maintain all records as may now or henceforth be required by the State of Texas for paramedic level emergency medical ambulance services including but not limited to ambulance trip forms and daily dispatcher's log. Patient medical records are the property of Contractor and shall remain confidential. Access to patient records can be gained only with permission of the patient or by court order. Contractor shall provide monthly statistical reports to the City.

Reports

Contractor agrees to provide an operations report to the City on a monthly basis. Such reports shall be provided at LifeNet's expense.

III. Commitment to 1st Responder Support & Quality Care

First Responder Support.

Contractor's commitment to quality care extends to its 1st Responder agencies and personnel with whom we work through the Contract Service Area. Texas State EMS regulations require formal affiliation between every 1st Responder organization and a licensed EMS provider. Contractor will coordinate and financially support the development of a formalized 1st Response Network by providing:

- State mandated affiliation for 1st Responders;
- Entry-level and in-service training programs (e.g., ECA, EMT, Special Skills, Paramedic completion, and BTLS for 1st Responders);

Paramedic-assist training and assistance with purchasing the automatic defibrillator. The automatic defibrillator or AED unit will significantly improve the survivability of heart attack victims in rural areas. Participating volunteer 1st Responders with AED's can provide cardiac patients with direct intervention that could significantly enhance chances for survival.

Contractor will provide the following assistance:

- Automated External Defibrillation certification;
- Integrated quality improvement program;
- On-scene medical equipment exchange program;
- Assistance with fund-raising and purchasing automated defibrillators; and
- Sponsorship of at-cost system-wide group purchasing of medical supplies.

IV. Dispatch and Communications

Dispatch and Communications.

Contractor assumes full responsibility for dispatch, all 911 and 7-digit callers shall have immediate contact with Contractor Dispatch and Communication Center personnel trained in the use of Medical Priority Dispatch protocols and related pre-arrival instruction.

Contractor shall provide a continuously staffed twenty-four hour per day emergency medical services ambulance dispatch office for the City. Contractor will ensure that the dispatch office has and maintains proper E-911 emergency response system equipment to receive both voice and data communication from the E-911 dispatcher. Contractor shall provide the equipment so that the 9-1-1 operator by a single button transfer may forward all voice and data information to Contractor's Dispatch and Communication Center.

Contractor will provide two-way radio communications meeting or exceeding the paramedic standard for all vehicles and the dispatch office.

Dispatch and Communication Center Standard Operations.

Contractor's Dispatch and Communication Center shall be capable of providing pre-arrival medical instruction as per the national certification protocol of Emergency Medical Dispatch (EMD).

Contractor's Dispatch and Communication Center shall have a disaster preparedness plan which will be correlated with the Emergency Management Coordinator and all other emergency agencies.

Contractor's Dispatch and Communication Center shall contain records adequate to provide reports to the EMS Medical Advisory Board which shall at least include: response time in the City, statistics on call volume and destination on emergency calls, and reports on dispatching efficiency.

Contractor's Dispatch and Communication Center equipment shall include, but shall not be limited to:

- Base station radio and back-up, computer aided dispatch (CAD) including capability to track ambulance availability status and appropriate interface equipment, back-up generator with an uninterrupted power supply, and power availability.
- Compatible radio equipment for both ambulance services, together with compatibility with public service agencies such as Police, Sheriff, First Responder and other appropriate organizations.
- Twenty-four (24) hour availability for service and repair of all equipment.

Dispatch and Communication Center Personnel

All dispatchers shall be nationally certified in Emergency Medical Dispatch (EMD) within six (6) months of employment.

Two dispatchers shall be available at all times with at least one being EMD certified.

Dispatchers' maximum shift length shall be no more than twelve (12) hours. Dispatchers and all personnel in Contractor Dispatch and Communications Center shall maintain CEU's as required for certification.

V. User Fees

User Fees.

Contractor shall charge all patients according to a schedule of rates approved by the City. Contractor shall guarantee the original schedule of rates for a one-year period beginning September 1, 2020.

| | |
|-------------------------|------------------|
| Emergency Base Rate | \$850.00 |
| Non Emergency Base Rate | \$650.00 |
| Loaded Mileage | \$16.50/per mile |

In addition, Contractor may bill itemized charges for disposable supplies, procedures (e.g. cardiac monitoring), subscription membership and durable medical equipment replacement. Establishment of such fees will be at Contractor's discretion.

Effective the 13th month of the Agreement, and annually thereafter Contractor's "emergency and non-emergency base rates" and "mileage rate" shall be subject to annual cost of living adjustments using the U.S. Consumer Price Index for all Urban Consumers (CPI-U) plus 1%, to be no less than 1% and no more than 3%. The period for determining the CPI-U shall be the previous 12 months.

Contractor agrees to provide Emergency Standby Services at no additional cost to the City. An emergency standby is considered to be any public safety event (e.g. SWAT, hazardous material containment) located within the City, for which local public safety officials request ambulance service to standby. Contractor will be allowed to bill any patient(s) transported or commercial entity as a result of the event or any government agency as a part of disaster recovery.

Billing and Collection.

Contractor shall be solely responsible for all service billings and collections for service provided pursuant to this Contract.

Membership Program

LifeNet proposes to offer and sell memberships in LifeNet's subscription (membership) program to residents in the Contract Service Area according to LifeNet's program in effect at the time of the offer and in accordance with Texas State Law. The City shall be supportive of these efforts intended to reduce the overall operating and capital expense of providing EMS throughout the City.

VI. Term

The original term of this Contract shall be for a period of 5 years and such term shall commence on September 1, 2020 and shall end on August 31, 2025, upon the terms and conditions set forth herein.

Renewal

At the expiration of the term hereof, Contractor shall have the option to renew this Contract on the same terms without an open bid for an additional period of 5 years. Such option shall be considered exercised unless the City receives written notification from Contractor, or Contractor receives written notification from the City, of its intention not to exercise such option within ninety (90) days before the expiration of the initial contact term.

VII. Responsibility of the Contractor

Contractor will indemnify, and hold harmless the City and its officials and employees from and against all claims, demands, damages, punitive damages, and costs, including reasonable attorney's fees and expenses, arising out of the performance of this Contract; provided such are:

Attributable to bodily injury or death to any person or damage to or destruction of tangible property (other than in performance of this Contract); and

Is caused in whole by the negligent act or omission of Contractor, its agents, officers and employees in the performance of this Contract.

The obligation of Contractor under this paragraph shall not extend to any claims, demands, punitive damages, and costs, including reasonable attorney's fees and expenses resulting from the negligence of the City, its agents, representatives, officials, and employees.

VIII. Responsibility of the City

City will indemnify, and hold harmless the Contractor and its officials and employees from and against all claims, demands, damages, punitive damages, and costs, including reasonable attorney's fees and expenses, arising out of the performance of this contract; provided such are:

Attributable to bodily injury or death to any person or damage to or destruction of tangible property (other than in performance of this contract); and

Is caused in whole by the negligent act or omission of City, its agents, officers and employees in the performance of this Contract.

The obligation of City under this paragraph shall not extend to any claims, demands, damages, punitive damages, and costs, including reasonable attorney's fees and expenses resulting from the negligence of the Contractor, its officers, directors, agents, and employees.

IX. Administration

Insurance.

Contractor shall secure and maintain public liability coverage or evidence of financial responsibility on each service unit. The minimum limits shall be \$1,000,000 combined single limit, collision, liability and underinsured motorists. Contractor shall also provide workers' compensation coverage on all employees as required by law. Contractor shall file and keep current certificates of liability coverage or other evidence of financial responsibility with the City. The certificate shall include a provision that the coverage may not be changed without first giving ten (10) days' written notice of such change to the City.

Governing Rules, Regulations and Standards.

Contractor and any subcontractors will comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Contract including, without limitation, workers' compensation laws, minimum and maximum salary, wage statutes and rules and regulations of the Federal Government, State of Texas, Texas Department of Health and the City.

Performance Security

As part of this Contract, Contractor shall provide an annually renewable surety bond in the amount of one hundred thousand dollars (\$100,000). Because it will be impracticable to determine the actual damages in the event of Contractor's failure to perform and the establishment of material breach or default, the parties shall agree that this amount is a reasonable amount for total liquidated damages. It is expressly understood that the total liquidated damages amount is not considered a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages.

Prior to the payment of any sum due the City from the surety bond established above, Contractor shall have the right to deduct and offset any sum it is owed by the City.

X. Default and Termination

Prior to the Contract Term and extensions thereof, neither party may terminate this Contract except as provided for in this Contract or in the event of Major Default by the other party.

Major Default Defined

For purposes of this provision, "Major Default" by Contractor shall include the chronic failure to meet any of the various performance standards required under this Contract provided the nature of such performance deficiency is such that the public health and safety are endangered.

Condition and circumstances that shall constitute a Major Default by Contractor shall include but not be limited to the following:

Failure of the Contractor to operate the ambulance service system in a manner which enables the City and the Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Contract; rather, failure of the Contractor to substantially comply with such provisions can only be determined by the City after Contractor has been afforded reasonable written notification of the deficiency, and reasonable time to correct said deficiency as indicated hereto;

Willful falsification of information supplied by the Contractor;

Willful falsification of data supplied to the City during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, or willful downgrading of presumptive run code designations to enhance Contractor's apparent performance. or falsification of any other data required under this Contract.

Chronic and persistent failure of Contractors employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that City's reputation as a provider of high-quality emergency and non-emergency ambulance service suffers.

Contractor's refusal to treat and/or transport patients due to their ability to pay for Emergency Medical Service and Non-emergency Ambulance Service,

Contractor's inability to maintain sufficient number of trained staff holding proper certificates and drivers licenses;

Contractor's inability to maintain proper radio and phone communication;

Contractor's refusal to submit to audit or failure to provide the specified financial documentation as required by this Contract;

Contractor's inability to maintain a financially stable company;

Contractor's deliberate and unauthorized scaling down of operations to the detriment of performance during a "lame duck period;"

Contractor's failure to meet any and all provisions of this Contract.

Notice of Major Default

If the City determines that a Major Default has occurred it will notify Contractor in writing of the specific conduct which it deems to constitute a Major Default by date, place, and time. If Contractor has not cured the default within sixty (60) days from receipt of the written notice of default or within that time-initiated action to cure the default, the City by a vote of the City Council can terminate the Contract.

XI. Miscellaneous Provisions

Assignment

This Contract is not intended nor shall it be construed to inure to the benefit of any third person or entity not a party hereto and no right, duty or obligation of the Contract or under this Contract shall be assigned to any person, private association or corporation, not-for-profit corporation or public body, without the prior written consent of the City, except pursuant to mutual aid agreements, or as specifically provided for herein. Any change in Contractor's ownership shall, for purposes of this Contract, be considered a form of assignment. The City shall not unreasonably withhold its approval of a requested change in ownership so long as the transferee is of comparable experience to provide the services at the performance levels outlined in this Contract.

Compliance with Laws

All services furnished by the Contractor under this Contract shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules, and regulations apply to the services under this Contract, and to maintain compliance with those applicable standards at all times.

Non-Discrimination

Contractor agrees to comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.

Attorney's Fees

If either party commences an action against the other to enforce any of the terms herein or because of the breach by either party of any of the terms herein, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

Entire Contract

This Contract constitutes the entire Contract between the Contractor and the City and there are no Contracts, understandings, warranties or representations between the parties except as provided for herein. This Contract cannot be amended except in writing executed by the parties.

Applicable Law

The validity, construction, performance, and effect of this Contract will be governed by the laws of the State of Texas. In the event of litigation, the venue shall rest in Cass County, Texas

Binding Effect

This Contract will inure to the benefit of and bind the respective parties, their successors, personal representatives and permitted assigns.

Headings

The headings in this Contract are inserted for convenience of reference only and are not to be used in construing or interpreting any provisions of this Contract.

Counterparts

This Contract may be executed in any number of counterparts, any of which shall constitute the Contract between the parties.

Invalidity

If any term, provision, covenant or condition of this Contract, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, and conditions of this Contract, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Waiver

Except as otherwise provided in this Contract, no waiver of any of the provisions of this Contract shall be deemed to be, or shall constitute a waiver of any other provision or similar occurrence, whether or not similar, nor shall any waiver be binding unless evidenced by an instrument in writing executed by the party making the waiver.

Delay in Commencement.

If the delay in the commencement date is caused by events outside the direct and immediate control of the parties hereto, neither party shall be liable to the other for any loss caused by such delay.

Notice

All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

Notice to Contractor

CEO
LifeNet, Inc
6225 St. Michael Dr
Texarkana, Texas 75503

Mayor

101 Linda Dr.
Daingerfield, TX 75638

XII. Definitions.

The following definitions shall apply to terms as used throughout this Contract.

ALS means Paramedic - Advanced Life Support as defined by the Texas Department of State Health, Services.

Contract Service Area means the corporate limits of City of Daingerfield as such limits now exist or may henceforth become. The Contract Service Area may be expanded by mutual agreement of the contracting parties.

Communications Center (aka LifeNet's Dispatch and Communication Center) means a continuously staffed twenty-four hour per day emergency medical services ambulance communications center for the Contract Service Area, staffed by at least two persons and that maintains proper E-911 emergency response system equipment to receive both voice and data communication from the E-911 dispatcher.

Emergency Medical Services means the transportation and emergency medical technician care provided the critically ill or injured prior to the arrival at a medical facility by a certified emergency medical technician (EMT) and within a medical facility subject to the individual approval of the medical staff and governing board of that facility.

Emergency Standby means any public safety event (e.g. SWAT, hazardous material containment) located within the City, for which the Mayor or local public safety officials request ambulance services to standby. LifeNet is not obligated under this Contract to provide a dedicated ambulance at high school football games or any other public relations event. If LifeNet is unwilling or unable to provide a dedicated ambulance for a specific event the City may contract with other providers for such service within the Service Area or as otherwise expressly provided herein.

Extraordinary Adjustment means a change in the Schedule of User Fees which is not a scheduled cost-of-living adjustment, but is instead an adjustment justified on the basis of either; (1) an unusual increase in the cost of a factor of production when such increase in cost is industry wide or (2) a decrease in LifeNet's sources of revenue and the result of causes is beyond Contractor's reasonable control.

Mutual Aid means paramedic ambulance service provided within the Contract Service Area by neighboring emergency medical service providers and Non-Emergency Ambulance Service providers other than Contractor when requested by Contractor, pursuant to an agreement governing the exchange of service assistance.

Non-Emergency Ambulance Services (aka Transfer ambulance) means the medically necessary transport in a motor vehicle to or from medical facilities including, but not limited to, hospitals, nursing homes, physician's offices, and other health care facilities of persons who are infirm or injured and who are transported in a reclining position; however, not-for-hire on a fee-for-service basis transportation furnished by licensed hospitals and licensed nursing homes of their own admitted patients or residents and individual not-for-hire transportation shall be excluded. A medically necessary transport means the patient's condition requires ambulance transport.


Response Time means the elapsed time between the moment a request for ambulance service is received at Contractor's Communications Center (i.e. location, callback number and priority determination/chief complaint) is obtained and the moment the first-arriving fully equipped and staffed Contractor ambulance, Contractor approved mutual aid unit, or medical helicopter arrives at the scene.

Service Unit (aka ambulance, service unit) means a response-ready or in-service, authorized EMS vehicle operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.

Special Event means any public event located within the Contract Service Area, for which standby ambulance service is arranged in advance, and for which an ambulance (or ambulances) are hired by the sponsor of the event or other interested party.

Witness the execution hereof in duplicate, this day _____

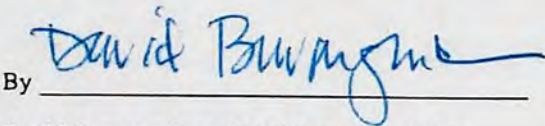
City of Daingerfield, Texas

By 

Mayor Lou Irvin

City of Daingerfield, Texas



By 

David Baumgardner, Chief Executive Officer

LifeNet, Inc.

Amendment to the Exclusive Agreement

For Ground Ambulance Service for City of Daingerfield, Texas

WHEREAS, the City and Contractor have previously entered into an agreement for the provision of ambulance services for and on behalf of the City of Daingerfield, Texas beginning August 26, 2020, and

WHEREAS, the City and Contractor now desire to amend said agreement to change provisions within the Agreement, now

THEREFORE, City of Daingerfield, Texas and LifeNet, Inc. do hereby bind and obligate themselves as follows:

V. User Fees

User Fees.

The first paragraph of the subsection User Fees shall be amended to read:

Contractor shall charge all patients according to a schedule of rates approved by the City. Contractor shall guarantee the schedule of rates until August 31, 2024.

| | |
|-------------------------|------------------|
| Emergency Base Rate | \$1571 |
| Non-Emergency Base Rate | \$1006 |
| Loaded Mileage | \$18.53/per mile |

For and on behalf of
City of Daingerfield, Texas

For and on behalf of
LifeNet, Inc.

Date: _____

Date: _____

City of Daingerfield, Texas

Transportation, by ambulance, Advanced
 Life Support level 1 (Emergency, flat rate)
 | FAIR Health (fairhealthconsumer.org)

| | Current Rates | Proposed Rates |
|-------------------------|---------------|----------------|
| Non Emergency Base Rate | 708.50 | 1,006.00 |
| Emergency Base Rate | 927.31 | 1,571.00 |

| | Area Providers | Fouke, AR | Longview, TX | Tyler, TX | Arcadia, LA | Hope, AR | Benton, AR | Mt Pleasant, TX | Kilgore, TX | Marshall, TX | Longview, TX |
|---------------------|----------------|-----------|--------------|-----------|-------------|----------|------------|-----------------|-------------|--------------|--------------|
| Non-Emer Base Rates | | 1,061.00 | 1,217.00 | 1,006.00 | 1,331.00 | 1,000.00 | 1,296.00 | 1,061.00 | 1,217.00 | 1,217.00 | 1,217.00 |
| Emer Base Rates | | 1,500.00 | 1,571.00 | 1,791.00 | 1,555.00 | 1,650.00 | 1,610.00 | 1,500.00 | 1,571.00 | 1,571.00 | 1,571.00 |

| TX SB 2476 | |
|-------------------|-----------------------|
| Medicare Rates | 325% |
| ALS non-emergency | A0426 323.77 1,052.25 |
| ALS emergency | A0427 512.64 1,666.08 |

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between _____ (Landlord) and the **CITY OF DAINGERFIELD, TEXAS**, (“Tenant” or “City”) effective as of the _____ day of _____, 2024 (“Lease Commencement Date”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described real property: **1202 S. Linda Drive, Daingerfield, Texas 75638**, more clearly described in the attached **Exhibit “A,”** hereinafter called the “Leased Premises” or “Premises,” for use by the City to erect, build, install, place, and maintain a lighted digital sign more specifically described below and subject to the terms contained in this Lease Agreement (“Lease”).

The Landlord grants a leasehold interest to the Tenant to the Leased Premises upon the following terms, conditions, and covenants:

1. **PERMITTED USE OF THE LEASED PREMISES.** Tenant shall use the Leased Premises for the following uses only: Placement of a lighted digital sign of approximately 3’x 8’ more accurately described in the attached **Exhibit “B”** (“Digital Sign”), permitted uses under this Lease shall include the cleaning and necessary maintenance of the Digital Sign.
2. **LEASE TERM.** The term of this Lease shall be sixty (60) months beginning on the Lease Commencement Date and may be automatically renewed for additional twelve (12) months terms thereafter unless either Party provides the other Party with notice of intent not to renew this Lease ninety (90) days prior to the expiration of a Lease Term .
3. **RENT.** Annual Rent shall be \$1,500.00 payable annually. The first Annual Rent payment in the amount of \$1,500.00 shall be paid within ten (10) days after the execution and approval of this Lease by the City Council for the City. Annual Rent shall thereafter be paid on each anniversary date of this Lease throughout the remainder of the 60-month Lease Term.
4. **UTILITIES.** Landlord will install and maintain the necessary mains, conduits, and other equipment necessary to supply electrical service to the Digital Sign.
5. **SECURITY DEPOSIT.** The Security deposit required under this Lease shall be: \$0.00.
6. **POSSESSION OF PREMISES BEFORE COMMENCEMENT DATE.** City shall not take possession of the Leased Premises before the Lease Commencement Date.
7. **NO LANDLORD MAINTENANCE.** Landlord shall not maintain the Digital Sign and shall not be obligated to make any improvements to the Leased Premises for or on behalf of the City.
8. **CONDITION OF PREMISES.** City has investigated and examined the Leased Premises and accepts the Leased Premises in its present ‘as-is’ condition as suitable for the purposes for which the same are leased, and City does hereby accept the Leased Premises regardless of reasonable deterioration between the date of this lease and the date City begins occupying

the Leased Premises. City waives any implied warranty of suitability for the purposes of the Lease and the Leased Premises.

9. **HOLDING OVER.** Failure of Tenant to surrender the Leased Premises at the expiration of the Lease constitutes a holding over which shall be construed as a tenancy from month-to-month at a rental of \$200.00 per month.
10. **INSURANCE.** City shall pay for fire and extended coverage insurance on the Digital Sign and shall obtain and keep in effect a policy of general liability insurance, or risk pool coverage. City shall own all of the proceeds of any casualty claim made under such policies of insurance. Landlord shall not be entitled to any insurance proceeds under the City's casualty or other insurance coverage for the Digital Sign. Landlord shall not be liable for the losses or damage to the Digital Sign except to the extent such damage is caused by the negligent or intentional acts of the Landlord.
11. **MAINTENANCE AND REPAIRS.**
 - A. Landlord shall keep the Leased Premises mowed and in good repair to enable the City to use the Leased Premises for the purposes as provided in this Lease.
 - B. City shall keep the Digital Sign in good, clean condition and shall, at its sole cost and expense, shall make all needed repairs and replacements, including replacement parts and components of the Digital Sign. City shall maintain and repair all electrical fixtures located within the Lease Premises necessary to provide electrical service to the Digital Sign.
 - C. Landlord shall not make any repairs or maintain the Digital Sign.
12. **COMPLIANCE WITH LAWS AND REGULATIONS.** City shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use of the Leased Premises. City and City's agents, employees and invitees shall fully comply with any rules and regulations governing the use of the Digital Sign.
13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease nor sublet the Leased Premises or any interest therein without the prior written consent of Landlord. An assignment of subletting without the written consent of Landlord shall be void and shall, at the option of Landlord terminate this Lease.
14. **DESTRUCTION.** In the event the Leased Premises are partially damaged or destroyed or rendered partially unfit for the Permitted Uses, City in its sole option may (1) repair or replace the Digital Sign and any related and appurtenant components to the condition and state as existed prior to the damage or destruction in which case, the Landlord agrees to cooperate with Tenant, and Landlord will restore the Leased Premises to the same condition as of the date of this Lease; or (2) City may terminate this Lease. Landlord shall not be entitled to any insurance proceeds under the City's casualty or other insurance coverage for the Digital Sign.

15. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY.**

- A. If Tenant abandons the Leased Premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any manner provided by law.
- B. Subject only to the opportunity to cure any breach or defaults under this Lease, this Lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of sixty (60) days after Landlord notifies Tenant of such abandonment or default under this Lease and of Landlord's intention to declare this lease terminated. Such notice shall be sent by Landlord to Tenant at Tenant's last known address by certified mail. Unless the Tenant has completely cured the default within the sixty (60) day period, or, if not fully cured, the Tenant is making continuing and diligent effort to cure such default, this Lease shall terminate. Thereafter, Tenant shall be required to remove all City property from the Leased Premises.

16. **INTERRUPTION OF UTILITIES.** Landlord or Landlord's agent may not interrupt or cause the interruption of any utility service used by the City for the Digital Sign unless interruption results from bona fide repairs, construction, or an emergency. Landlord use reasonable diligence to repair and remedy such interruption promptly.

17. **INDEMNITY.** Landlord shall not be liable to Tenant or to Tenant's employees, or contractors for an injury to any such persons or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the Leased Premises is a part. City shall not be liable to Landlord or to Landlord 's employees, or contractors for any injury to any such persons or for any damage to personal property caused by an act, omission, or neglect of City or City's agents.

18. **CONDEMNATION.** If the whole or any substantial part of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the Leased Premises be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of the lease effective from the date of the physical taking of the Leased Premises.

19. **HAZARDOUS MATERIALS.** Landlord represents that Landlord is not aware of the existence of any "Hazardous Materials" upon the Leased Premises, as the phrase "Hazardous Materials" is defined herein. For purposed of this provision, the phrase "Hazardous Materials" shall mean and include any toxic contaminated or other hazardous materials including, without limitation, asbestos, PCB, transformers, underground storage containers, materials containing any radioactive substances, petroleum base products, paints, solvents, lead, cyanide, DDT, acids, pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substances injurious to the health of occupants living or working in or around the subject Property.

20. **NOTICES.** Notices to City shall be by certified mail or other delivery to the Leased Premises at the below address, or such other address as given by City to Landlord in writing. Notices to Landlord shall be by certified mail to the place where rent is payable. For purposes of this Lease, all required notices shall be provided to:

Tenant

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

21. **DEFAULT BY LANDLORD.** In the event of breach by Landlord of any covenant, warranty, term or obligation of this lease, Landlord shall be entitled to a ten (10) day period to cure. Upon Landlord's failure to cure same or commence a good faith effort to cure same within ten (10) days after written notice shall be considered a default and shall entitle Tenant either to terminate this lease or cure the default and make the necessary repairs and any expense incurred by Tenant shall be reimbursed by the Landlord after reasonable notice of the repairs and expenses incurred. If any utility services are interrupted, Landlord shall use reasonable diligence to repair and remedy such interruption promptly. If any utility services are interrupted and continue to be interrupted despite the good faith efforts of the Landlord to remedy the same, Landlord shall be in default of this Lease.

22. **RIGHT OF ENTRY.** Landlord shall have the right during normal business hours to enter the Leased Premises: (a) to inspect the general condition and state of repair thereof; (b) to make repairs to the Leased Premises (but not to the Digital Sign); or (c) for any other reasonable purpose that does not interfere with the operation of the Digital Sign.

23. **WAIVER OF BREACH.** The waiver by Landlord of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

24. **TIME OF ESSENCE.** Time is of the essence in the performance of all obligations required or permitted under the terms of this Lease.

25. **BINDING OF HEIRS AND ASSIGNS.** - All provisions of this lease shall extend to and bind, or inure to the benefit not only of the parties to this lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord and Tenant.

26. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

27. **TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Morris County, Texas.

28. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
29. **NO PRIOR AGREEMENTS; ANY PRIOR AGREEMENTS SUPERSEDED.** This agreement constitutes the sole and only agreement of the parties to this lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.
30. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.
31. **ATTORNEY'S FEES.** Any signatory to this lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition, travel, and witness costs, from the nonprevailing party.
32. **QUIET ENJOYMENT.** Landlord agrees that upon paying the rent and performing the obligations herein contained, Tenant will peaceably and quietly have, hold and enjoy the rented Premises for the agreed term.
33. **AUTHORITY AND AUTHORIZATION.** The persons executing this Lease on behalf of the Landlord and Tenant each warrant and represent that they have the consent and authority to enter into and execute this Lease in the capacity as stated. Each signatory represents that Landlord and Tenant have the authority and consent to execute this Lease.
34. **NO WAIVER OF IMMUNITY.** No provision or terms contained within this Agreement shall be construed or interpreted as a waiver of the City's sovereign, governmental, or official immunity as provided for under Texas law.

EXECUTED this the ___ day of _____ 2024.

AGREED:

TENANT:

LANDLORD:

CITY OF DAINGERFIELD, TEXAS

By: _____
Its: Mayor

EXHIBIT "A"

Legal Description and Sketch of Leased Premises



Digital Sign to be placed at the corner of property located at Lindsey & Linda Dr.



EXHIBIT "B"

Photo /Image and Dimensions of the Digital Sign



EMC Specifications:

Pitch: 10mm Resolution
Cabinet Size: 3' tall x 8' long
Viewing Area: 3' tall x 8' long
Matrix: 10mm(90x240)
Color: Full Color-Outdoor

Configuration: 2 Units
Brightness: 11,000 NIT's
Viewing Angle: 140
Horizontal/70 Vertical
Sign Weight: 288lbs per
side

Daingerfield Animal Shelter Statistics - August 2024

| Pet's Name | Intake Date | Species | Gender | Breed | Age On Intake | Disposition | Disposition Date | Notes |
|------------|-------------|---------|--------|----------------------|---------------|-------------|------------------|--------------------|
| Kaya | 10/12/2018 | Dog | Female | Pit Bull Mix | 6 Months | N/A | N/A | |
| Betty | 8/14/2019 | Dog | Female | Pit Bull Mix | 1 Year | N/A | N/A | |
| Cornbread | 11/23/2022 | Dog | Male | Mixed Breed | 3 Years | N/A | N/A | |
| Shep | 7/31/2023 | Dog | Male | Shepherd Mix | 5 Months | N/A | N/A | Returned 3/18/2024 |
| Haley | 2/12/2024 | Dog | Female | Mixed Breed | 7 Years | N/A | N/A | |
| Galaxy | 2/14/2024 | Dog | Female | Husky Mix | 3 Years | N/A | N/A | |
| Luna | 2/14/2024 | Dog | Female | Husky Mix | 12 Weeks | Adopted | 8/8/2024 | |
| Niles | 2/27/2024 | Dog | Male | Mixed Breed | 8 Weeks | Euthanized | 8/13/2024 | |
| Peeps | 3/22/2024 | Dog | Female | Mixed Breed | 1 Year | N/A | N/A | |
| Primrose | 4/15/2024 | Dog | Female | Mixed Breed | 2 Years | N/A | N/A | |
| Ryo | 4/17/2024 | Dog | Male | Border Collie Mix | 4 Months | N/A | N/A | |
| Lucy | 5/16/2024 | Dog | Female | Pit Bull Mix | Newborn | N/A | N/A | |
| Peter | 5/16/2024 | Dog | Male | Pit Bull Mix | Newborn | N/A | N/A | |
| Edmund | 5/17/2024 | Dog | Male | Pit Bull Mix | Newborn | N/A | N/A | |
| Gracie | 6/11/2024 | Cat | Female | DSH (Black) | 9 Months | N/A | N/A | |
| Inky | 6/26/2024 | Cat | Male | DSH (Black) | 6 Weeks | N/A | N/A | |
| Betty | 6/26/2024 | Cat | Female | DSH (Gray Tabby) | 9 Weeks | N/A | N/A | |
| Archie | 6/26/2024 | Cat | Male | DSH (Orange Tabby) | 9 Weeks | 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 | N/A | N/A | |
| Lucas | 7/16/2024 | Dog | Male | Mixed Breed | 11 Months | N/A | N/A | |
| Cheddar | 7/17/2024 | Cat | Male | DSH (Black & White) | 10 Weeks | N/A | N/A | |
| Swiss | 7/17/2024 | Cat | Female | DSH (Black & White) | 10 Weeks | N/A | N/A | |
| Mozzarella | 7/17/2024 | Cat | Female | DSH (Black & White) | 10 Weeks | N/A | N/A | |
| Brie | 7/17/2024 | Cat | Female | DSH (Calico & White) | 10 Weeks | N/A | N/A | |
| Fontina | 7/18/2024 | Cat | Female | DSH (Calico & White) | 10 Weeks | N/A | N/A | |
| Asiago | 7/18/2024 | Cat | Female | DSH (Calico & White) | 2 Years | N/A | N/A | |
| Feta | 7/18/2024 | Cat | Female | DSH (Calico & White) | 2 Years | N/A | N/A | |
| Buttons | 7/18/2024 | Dog | Male | Mixed Breed | 1.5 Years | Adopted | 8/13/2024 | |
| Batman | 7/22/2024 | Dog | Male | Lab Mix | 1.5 Years | N/A | N/A | |
| Robin | 7/22/2024 | Dog | Male | German Shepherd Mix | 4 Years | N/A | N/A | |
| Emma | 7/29/2024 | Dog | Female | Border Collie Mix | 2 Years | Adopted | 8/26/2024 | |
| Rhaenys | 7/29/2024 | Cat | Female | DSH (Siamese Mix) | 1.5 Years | Adopted | 8/27/2024 | |
| Maegor | 7/29/2024 | Cat | Male | DSH (Siamese Mix) | 5 Weeks | N/A | N/A | |
| Aegon | 7/29/2024 | Cat | Male | DSH (Siamese Mix) | 5 Weeks | N/A | N/A | |

| | | | | | | | |
|-----------|-----------|-----|--------|-----------------------|----------|------------|-----------|
| Baelon | 7/29/2024 | Cat | Male | DSH (Black & White) | 5 Weeks | N/A | N/A |
| Vaella | 7/29/2024 | Cat | Female | DSH (Black) | 5 Weeks | N/A | N/A |
| N/A | 8/6/2024 | Cat | N/A | | Newborn | N/A | N/A |
| N/A | 8/6/2024 | Cat | N/A | | Newborn | N/A | N/A |
| N/A | 8/6/2024 | Cat | N/A | | Newborn | N/A | N/A |
| N/A | 8/6/2024 | Cat | N/A | | Newborn | N/A | N/A |
| N/A | 8/6/2024 | Cat | N/A | | Newborn | Expired | 8/18/2024 |
| N/A | 8/7/2024 | Cat | N/A | | Newborn | Euthanized | 8/13/2024 |
| Sausage | 8/14/2024 | Dog | Male | Mixed Breed | 9 Months | N/A | N/A |
| Pepperoni | 8/14/2024 | Dog | Male | Mixed Breed | 7 Weeks | N/A | N/A |
| Anchovy | 8/14/2024 | Dog | Male | Mixed Breed | 7 Weeks | N/A | N/A |
| Marinara | 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 |
| N/A | 8/22/2024 | Dog | Male | Mixed Breed | N/A | Reclaimed | 8/23/2024 |
| Fido | 8/27/2024 | Dog | Male | Australian Kelpie Mix | 4 Years | N/A | N/A |

Daingerfield Animal Shelter Statistics - August 2024

| 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 | 5 | 5 | 1 | 0 | 0 | 0 | 0 | 1 | 2 | 15 | 0 | | |
| Dogs | 10 | 0 | 0 | 10 | 3 | 0 | 1 | 2 | 0 | 0 | 6 | 25 | 31 | | |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | | |
| | | | | | | | | | | | | | | 0 | 50 |



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: 61
- Property maintenance: 2
- Zoning compliance: 0
- Signage: 0
- Noise complaints: 0
- Health and safety violations: 2

2. Violations Issued

- Total Violations: 31

Common Violations:

- Overgrown vegetation: 7
- Improper storage of materials: 2
- Abandoned vehicles: 13
- Unsanitary conditions: 9

3. Actions Taken

- Warnings Issued: 24
- Notices of Violation: 26
- Citations Issued: 0
- Compliance Achieved: 68%

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.



TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

AUGUST 2024

| | |
|------------------------------------|------------|
| CALLS OF SERVICE: | 213 |
| NUMBER OF TRAFFIC CONTACTS: | 70 |
| CRASH INVESTIGATIONS: | 3 |
| ARREST: | 28 |

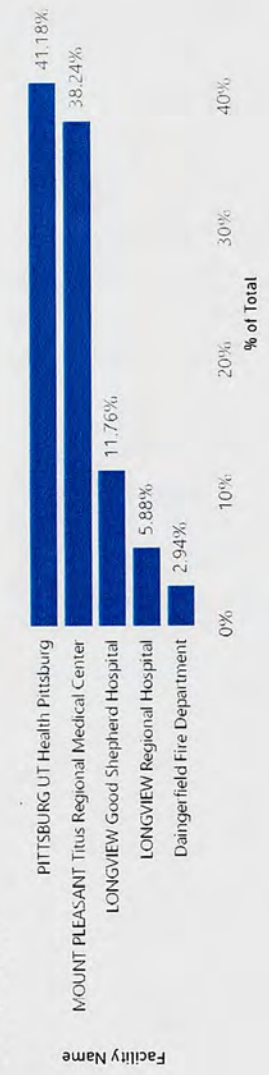
OFFICE: (903) 645-2114 • DISPATCH: (903) 645-2232 • FAX: (903) 645-3263

Nature of Calls

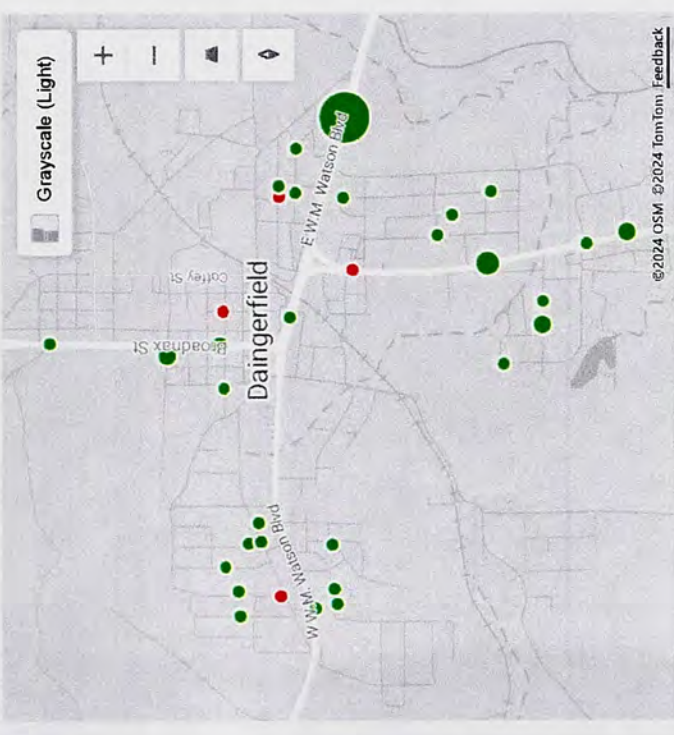


| ContractZone | Trip Count | % of Total | Response Time Average | Late % | On Time % |
|--------------------------------|------------|----------------|-----------------------|----------|---------------|
| Daingerfield | 53 | 100.00% | 0:06:54 | 7 | 13.73% |
| ☑ 20:59 Emergency [1259 secs] | 11 | 20.75% | 0:09:50 | 1 | 9.09% |
| ☑ 8:59 Emergency [539 secs] | 42 | 79.25% | 0:06:09 | 6 | 15.00% |
| A Completed Call-Dispatch Svcs | 1 | 1.89% | 0:29:23 | 1 | 100.00% |
| Arrival-No Patient Contact | 3 | 5.66% | 0:05:09 | | |
| Arrival-Refusal No Treatment | 9 | 16.98% | 0:04:11 | 1 | 12.50% |
| Arrival-Refusal with Treatment | 1 | 1.89% | 0:24:25 | 1 | 100.00% |
| Transferred to Hospital | 28 | 52.83% | 0:05:24 | 3 | 11.11% |
| Total | 53 | 100.00% | 0:06:54 | 7 | 13.73% |

Destinations



Map



CTRL + click to select multiple contract zones

Contract Zone: Daingerfield

Trip Date: Last 1 Months (Calendar)

8/1/2024 - 8/31/2024

Daingerfield Fire Department

Fire Report

August 2024

| <u>Date</u> | <u>Hours</u> | <u>Personnel</u> | <u>Remarks</u> |
|-------------|--------------|------------------|-----------------------------|
| 08-03 | 8 | 8 | Vehicle crash/grass fire |
| 08-03 | 3 | 3 | Assist EMS |
| 08-04 | 2 | 2 | Assist EMS |
| 08-05 | 5 | 5 | Assist EMS |
| 08-07 | 5 | 5 | Grass Fire |
| 08-08 | 3 | 3 | Assist EMS |
| 08-05 | 9 | 9 | Vehicle Crash/LZ |
| 08-06 | 8 | 8 | Power line down |
| 08-10 | 6 | 6 | Assist EMS |
| 08-10 | 8 | 8 | Assist Funeral home |
| 08-13 | 4 | 4 | Gas Leak |
| 08-13 | 7 | 7 | Fuel Leak - Mutual Aid (G) |
| 08-14 | 9 | 9 | Grass Fire - Mutual Aid (G) |
| 08-16 | 5 | 5 | Brush Fire |
| 08-17 | 9 | 9 | Fire Alarm/Tiger Stadium |
| 08-20 | 8 | 8 | Assist EMS |
| 08-20 | 8 | 8 | Assist EMS |
| 08-22 | 2 | 2 | Lift EMS |
| 08-22 | 5 | 5 | Grass Fire - Mutual Aid (G) |
| 08-23 | 6 | 6 | Other - Cancelled |
| 08-24 | 7 | 7 | Assist EMS |
| 08-25 | 2 | 2 | Assist EMS |
| 08-25 | 4 | 4 | Tree Fire |
| 08-28 | 5 | 5 | Structure Fire |
| 08-28 | 1 | 1 | Garbage pile fire |

| | | | |
|-------|---|---|-----------------------------|
| 08-29 | 5 | 5 | Assist EMS |
| 08-29 | 5 | 5 | Gas Leak |
| 08-31 | 7 | 7 | Grass fire |
| 08-31 | 6 | 6 | Vehicle crash with injuries |

Total Hours 162

Meeting/Training

Hours

08-13 20

08-27 26

Total Hours 46

Monthly Total Hours 208

Water Gallons: 975

Monthly Council Report

August 2024

Printed: 9/3/2024

Cases Filed

| | | | |
|----------------|----|-----------------|---|
| Penal Count | 2 | Ordinance Count | 0 |
| Traffic Count | 34 | Parking Count | 0 |
| Other Count | 0 | STEP Count | 0 |
| Total Filed 36 | | | |

Amounts Collected

| | | | |
|--------------------------|-----------|------------------------|-------------|
| Tech Fund | \$ 37.55 | Building Security Fund | \$ 46.01 |
| State | \$ 792.67 | Fine | \$ 1,249.00 |
| City | \$ 199.77 | Warrant Fee | \$ 0.00 |
| Total Amount \$ 2,325.00 | | | |

Warrants

| | | | |
|--------------------------|---|--------------------|---------------|
| Issued | 0 | Recalled | 7 |
| Served | 0 | Outstanding Amount | \$ 332,067.31 |
| Total Amount \$ 1,679.70 | | | |

Dispositions

| | | | |
|--------------|----|------------------------|----|
| Paid in Full | 11 | Credit for Time Served | 18 |
| Paid Partial | 10 | Dismissed | 18 |
| Appealed | 0 | Total Disposed | 47 |

Trials

| | | | |
|-------|----|-------|----|
| Jury | 0 | Total | 10 |
| Bench | 10 | | |

August 2024

| Detailed Breakdown | |
|---------------------|-------------|
| Audio Books | 2 |
| Computer | 130 |
| DVDs | 24 |
| Games & Puzzles | 18 |
| Board Books | 6 |
| Graphic Novels | 8 |
| Easy Reader | 1 |
| Spanish | 6 |
| Children Fiction | 9 |
| Children NonFiction | 0 |
| Junior Fiction | 23 |
| Junior NonFiction | 9 |
| Young Adult Fiction | 31 |
| Adult Fiction | 106 |
| Adult NonFiction | 11 |
| Christian Fiction | 11 |
| Western | 4 |
| Total | 399 |
| CYTD Total | 2438 |

| Basic Breakdown | |
|-------------------|-------------|
| Audiobooks | 2 |
| Computer | 130 |
| DVDs | 24 |
| Games & Puzzles | 18 |
| Books | 225 |
| Total | 399 |
| CYTD Total | 2438 |

| Totals | |
|----------------|----------|
| Fax | \$58.00 |
| Copies | \$162.20 |
| Book Donations | \$53.00 |
| Notary | \$4.00 |

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

| New Patron Accounts | |
|---------------------|-----------|
| Patron Category | Count |
| Adult | 3 |
| Juvenile | 0 |
| Young Adults | 0 |
| Renewal | 16 |
| Total | 19 |

| Total Visitors This Month: 583 | | | |
|--------------------------------|-----------------------------|--------------------|------|
| Total CYTD: 1104 | | Total FYTD: 1362 | |
| Monthly Breakdown: | | | |
| Age of activity | Activity | Number in Activity | FYTD |
| Birth - 5 years | Story/Activity | 20 | 51 |
| 6 yrs - 11 yrs | Story/Activity | 74 | 170 |
| 12 yrs - 18 yrs | | 5 | 10 |
| Adult | Book Club, Teacher Bingo | 54 | 76 |
| General Public | Homeschool Picture Day | 38 | 511 |

| Questions from Patrons | |
|------------------------|-----|
| Monthly: | 12 |
| CYTD: | 154 |
| FYTD: | 204 |

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



Citation Offense Count By Stop Type

| Number of TRAFFIC Offenses (for *ALL*) | | 38 |
|---|----|-----------|
| Number of CITATIONS | | 38 |
| No Drivers License (3103 - 3103) | 18 | |
| Expired Motor Vehicle Registration (3656 - 3656) | 6 | |
| Speeding 15+ (6015 - 3001) | 5 | |
| Fail to Maintain Financial Responsibility (3049 - 3049) | 4 | |
| Fail to Stop at Stop Sign (3006 - 3006) | 1 | |
| Speeding 11-15 (6011 - 3001) | 1 | |
| Speeding 5-10 (6005) | 1 | |
| Turned when Unsafe (3080 - 3080) | 1 | |
| Violate Drivers License Restriction (3106 - 3106) | 1 | |

| Number of NON-TRAFFIC Offenses (for *ALL*) | | 2 |
|---|---|----------|
| Number of CITATIONS | | 2 |
| Disorderly Conduct (7002) | 2 | |

PUBLIC WORKS REPORT
Report Period August 1st – 31st , 2024

Personnel

- Number **7 full time employees end of July.**

- Comments _____

Parks

- Trash **Picked up trash weekly from park and downtown.**
- Mowing **Mowed and weedeated Park, traffic circle, City Hall, library, and Baseball fields.**
- Downtown Maintenance – **Power wash sidewalks by City Hall.**

Streets

- Patching **Repaired potholes on Coffey St, Peters St, Jefferson St, Ochiltree St, Mt View and Frazier St.**

- Signage **Repair stop signs at Lamar St and Jefferson**

- Mowing **Right of way down highways, wastewater treatment plant/ around ball fields, Carpenter Pumpstation, Union Pumpstation & Fire station.**

- Tree Trimming **Versa boom down Nichols St.**

- Drainage **Worked on drainage on Bert St.**

- Miscellaneous _____

Water

- Leak repairs
 - Service lines Old abandoned service line near 1001 Jefferson St.
 - Main lines N/A
- Connections 60
- Disconnections 64
- Meter reading start/end 8/9/24
- Total meters read 1239
- Total customers billed 1070
- Re-reads 1
- Meters Replaced 0
- Pressure checks 0
- Taps installed 0
- Lines Flushed 24
- Fire Hydrants
 - Repaired 0
 - Replaced 0
 - Flushed 24

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 353 lbs .
- Maintenance/Repairs Continuous repair of aerator. Once one area was repaired another would go down. Parts for repair of larger aerator were delivered on 9/3/24
- Non-Compliance Ammonia was out of permit on multiple samples causing average for the month to be high.
- Explanation This is due to the aerator continuously being down there were some weeks we could not keep the dissolved oxygen where we would like for plant to perform at its best.
- **Waste Water Treated**
 - Beginning reading 43665
 - Ending reading 49559
 - Total treated 5.8 MGD – Avg 0.188 MGD
 - Rainfall .4"
 - Sludge Removal 0

Lift Station

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

Sewer

- Number Calls 9
- Sewer Repairs Repair and closed off old service line at 415 State St.
- Taps installed N/A

Miscellaneous Matters

Delivered 9 trash carts and picked up 7 trash carts.

**Water Accountability
Report Period
July 10th - August 10th
2024**

| Location | |
|--------------------------------|------------|
| City Hall/Police Department | 30,600 |
| Library | 3,100 |
| Fire Department | 1,400 |
| Public Works | 1,300 |
| Wastewater Treatment Plant | 721,100 |
| Roundabout/Coffey St. | 47,200 |
| City Park (sprinkler) | 42,700 |
| Dixie Youth Baseball | 500 |
| Animal Shelter | 22,900 |
| Total City Usage | 870,800 |
| | |
| Total Gallons Billed | 8,303,410 |
| | |
| Fire Fighting Gallons estimate | 975 |
| Line Flushing estimate | 3,757,260 |
| Leaks estimate 7/10 - 8/10 | |
| Bulk Water - 7/10 -8/10 | |
| | - |
| | - |
| | - |
| | |
| Total Gallons Used | 12,932,445 |
| Total Gallons Delivered | 13,753,300 |
| Difference | 820,855 |
| Percentage Unaccounted | 6% |



Monthly Financial Summary Report AUG 2024

This monthly financial report is for the period ending **AUG 30, 2024**, as closed by the Finance department. This represents **11** months into the fiscal year's budget.

General Fund YTD Revenues: \$2,079,581.02

Water & Sewer YTD Revenues: \$1,503,950.77

TOTAL YTD REVENUE: \$ 3,583,531.79

As of **AUG**, revenues should be tracking around **91.63%** of the annual budget. Actual YTD revenues are at **84.07%**

General Fund YTD Expenditures : \$ 2,325,049.29

Water & Sewer YTD Expenditures: \$ 1,133,233.69

TOTAL YTD EXPENDITURES: \$ 3,458,282.98

As of **AUG**, expenses should also be tracking around **91.63%**. Actual YTD expenses are at **81.14%**

Our general fund balance as of 8/31/24: \$648,628.03

REVENUE ACTUAL vs. BUDGET YTD

30-Aug-24

2023-2024

| G/L Code | Account | YTD Actual | Budget | Remaining \$ | Remaining % |
|--------------|-----------------|-----------------------|-----------------------|---------------------|---------------|
| 1 | General Revenue | \$2,079,581.02 | \$2,667,060.00 | \$587,478.98 | 22.03% |
| 2 | Water/Sewer | \$1,503,950.77 | \$1,595,683.00 | \$91,732.23 | 5.75% |
| Total | | \$3,583,531.79 | \$4,262,743.00 | \$679,211.21 | 15.93% |

EXPENSES ACTUAL vs. BUDGET YTD

30-Aug-24

2023-2024

| G/L Code | Account Title | YTD Actual | Budget | Remaining \$ | Remaining % |
|--------------|-------------------|-----------------------|-----------------------|---------------------|---------------|
| 101 | Legislative | \$23,826.16 | \$26,992.00 | \$3,165.84 | 11.73% |
| 110 | Administration | \$401,678.68 | \$508,523.00 | \$106,844.32 | 21.01% |
| 120 | Library | \$50,813.56 | \$58,708.00 | \$7,894.44 | 13.45% |
| 201 | Judicial | \$48,634.02 | \$67,065.00 | \$18,430.98 | 27.48% |
| 202 | Police Department | \$511,193.36 | \$642,300.00 | \$131,106.64 | 20.41% |
| 203 | Code Enforcement | \$63,400.76 | \$102,986.00 | \$39,585.24 | 38.44% |
| 204 | Fire Department | \$106,773.44 | \$196,289.00 | \$89,515.56 | 45.60% |
| 205 | Animal Shelter | \$137,313.96 | \$151,133.00 | \$13,819.04 | 9.14% |
| 301 | Streets | \$631,742.52 | \$853,929.00 | \$222,186.48 | 26.02% |
| 401 | Sanitation | \$343,200.03 | \$371,813.00 | \$28,612.97 | 7.70% |
| 602 | City Park | \$6,472.80 | \$9,298.00 | \$2,825.20 | 30.39% |
| 601 | Water | \$735,778.85 | \$799,771.00 | \$63,992.15 | 8.00% |
| 608 | Sewer | \$397,454.84 | \$473,122.00 | \$75,667.16 | 15.99% |
| Total | | \$3,458,282.98 | \$4,261,929.00 | \$803,646.02 | 18.86% |

CASH BALANCE SHEET

TX HERITAGE Bank/Cypress/TexSTAR

| ACCOUNT NAME | BALANCE | RECEIPTS | DISBURSE | TOTALS |
|----------------------------|------------------------|----------------------|----------------------|------------------------|
| Consolidated - THB | \$ 502,634.00 | \$ 418,406.84 | \$ 272,412.81 | \$ 648,628.03 |
| TCDP Grant | \$ 202.09 | \$ - | \$ - | \$ 202.09 |
| RBEG LOAN FUND | \$ 245,875.81 | \$ 4,115.19 | \$ 19,645.00 | \$ 230,346.00 |
| MCBS CHECKING | \$ 19,695.21 | \$ 12.14 | | \$ 19,707.35 |
| MCTF CHECKING | \$ 7,744.67 | \$ 3.04 | \$ 349.99 | \$ 7,397.72 |
| DDM CHECKING | \$ 860.19 | | | \$ 860.19 |
| CHILD SAFETY-SZ | \$ 12,600.58 | \$ 7.77 | \$ - | \$ 12,608.35 |
| ANIMAL SHELTER | \$ 36,105.94 | \$ 29.68 | | \$ 36,135.62 |
| HOTEL/MOTEL CHCK | \$ 90,798.34 | \$ 111.94 | \$ - | \$ 90,910.28 |
| PEG FEES SUDDL | \$ 4,611.58 | \$ 1.90 | \$ - | \$ 4,613.48 |
| LOCAL TRUANCY PREVENTION | \$ 759.84 | | | \$ 759.84 |
| HOME GRANT | \$ - | | | \$ - |
| CYPRESS CD 02-1060 | \$ 133,384.14 | \$ 861.06 | \$ 134,245.20 | \$ - |
| CYPRESS CD 02-1061 | \$ 132,770.21 | | \$ - | \$ 132,770.21 |
| 4.25% 2/8/2025 | | | | |
| CYPRESS CD 01-1037 | \$ 132,770.21 | | \$ - | \$ 132,770.21 |
| 4.25% 2/8/2025 | | | | |
| CYPRESS CD 01-1040 | \$ 265,153.71 | | \$ - | \$ 265,153.71 |
| 5.40% 4/19/2025 | | | | |
| CYPRESS CD 01-1041 | \$ 264,356.63 | | \$ - | \$ 264,356.63 |
| 4.80% 10/18/2024 | | | | |
| CYPRESS CD 02-1062 | \$ 265,166.28 | | \$ - | \$ 265,166.28 |
| 5.40% 04/19/2025 | | | | |
| CYPRESS CD 02-1063 | \$ 264,356.63 | | \$ - | \$ 264,356.63 |
| 4.80% 10/18/2024 | | | | |
| TexSTAR-01-1080 | \$ 96,777.08 | \$ 435.13 | | \$ 97,212.21 |
| YIELD- 5.29% | | | | |
| TexSTAR-02-1080 | \$ 389,451.84 | \$ 1,751.02 | | \$ 391,202.86 |
| YIELD- 5.29% | | | | |
| TX HRTG C.O.B. # 2941 | \$ 100.00 | \$ - | \$ - | \$ 100.00 |
| TX HRTG C.O.B. # 2968 | \$ 100.00 | | | \$ 100.00 |
| TX HRTG C.O.B. # 2984 | \$ 100.00 | \$ - | | \$ 100.00 |
| 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 | \$ 105.61 | | | \$ 105.61 |
| TX HRTG DEBT SERVICE #1835 | \$ 152,731.41 | \$ 150.15 | \$ 37,770.22 | \$ 115,111.34 |
| GRAND TOTAL | \$ 3,150,677.01 | \$ 425,735.71 | \$ 557,918.01 | \$ 2,865,557.69 |

CD's Maturing 2024
CD's Maturing 2025
Pool Account- No Term

**CITY OF DAINGERFEILD
SALES TAX**

| | 2023-2024 | 2022-2023 | 2021 - 2022 | 2020 - 2021 | 2019 - 2020 | 2018 - 2019 | 2017 - 2018 | 2016 - 2017 | 2015-2016 |
|-------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| OCT | \$ 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 | \$ 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 | \$ 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 | \$ | \$ 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. | \$ | \$ 52,483.12 | \$ 47,786.30 | \$ 43,148.35 | \$ 36,962.28 | \$ 31,329.20 | \$ 31,432.68 | \$ 32,602.90 | \$ 39,033.77 |

| | | | | | | | | |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| \$ 548,262.76 | \$ 635,794.98 | \$ 600,159.66 | \$ 523,352.32 | \$ 464,534.53 | \$ 426,354.49 | \$ 419,669.82 | \$ 445,327.33 | \$ 471,663.41 |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|

| | | | | | | | | |
|---|-------|--------|--------|-------|-------|--------|--------|--------|
| | 5.93% | 14.68% | 12.67% | 8.95% | 1.59% | -5.74% | -5.58% | 11.73% |
| % Increase/decrease from previous Year | | | | | | | | |

RURAL BUSINESS ENTERPRISE GRANT
August 1, 2024

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 | | \$ 4,742.67 |
| Chris Smith-TexSTAR Properties | 1/1/2019 | 1/1/2029 | \$ 75,000.00 | \$ 708.00 | | \$ 36,005.09 |
| Chris Smith-TexSTAR Properties #2 | 7/27/2021 | 7/27/2031 | \$ 76,884.00 | \$ 725.00 | | \$ 55,796.27 **PAID BY GEORGIA NAVA |
| Austin Luxury Realty | 10/15/2021 | 10/15/2031 | \$ 43,000.00 | \$ 405.00 | | \$ 31,805.10 (Made 2 payments in July) |
| Morris Pharmacy Sean Family Realty | 2/15/2022 | 2/15/2032 | \$ 80,000.00 | \$ 755.99 | | \$ 57,430.26 |
| Marty Walker Realty | 8/24/2022 | 8/24/2032 | \$ 75,000.00 | \$ 707.02 | | \$ 62,037.75 |
| Start2Finish | 12/1/2022 | 12/1/2027 | \$ 35,000.00 | \$ 621.16 | | \$ 23,815.36 |
| Outstanding Loan Balance | | | | | | \$ 272,688.86 |

BANK STATEMENT

| | | |
|--|----|------------|
| Beginning Balance | \$ | 245,875.81 |
| Deposits for the month | \$ | 4,115.19 |
| Expenses for the month | \$ | 19,645.00 |
| Interest | | |
| RBEG Bank Balance as of 8/31/2024 | | |
| | \$ | 230,346.00 |

Irvin Ballpark-Draw #2

MINUTES OF REGULAR PLANNING AND ZONING MEETING
CITY OF DAINGERFIELD
August 13, 2024

Present: Rona Elwell, Martha Campbell, Stan Wyatt, Bob Scaff
Absent: Nancy Loyd
City Staff Present: City Manager Michelle Jones, City Secretary Amanda Sanders
Others:

Ms. Elwell called the meeting to order at 2:30 p.m.

Public Comments: None

1. Business

Discuss, Consider, and Possibly Take Action Regarding:

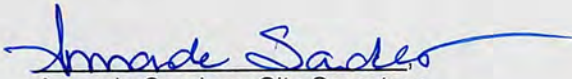
- A. Deliberate and Act to Approve Minutes of July 22, 2024.** Stan Wyatt made the motion to accept the minutes as presented, seconded by Martha Campbell and all voted for. Motion carried.
- B. Deliberate, Discus and Possibly Act to Approve Proposed Preliminary Re-Plat for Foster Commercial Sub-Division, located at 303 Watson Blvd. Requested by Northcutt Land Surveying.** Bob Scaff made the motion to Approve Proposed Preliminary Re-Plat for Foster Commercial Sub-Division, located at 303 Watson Blvd. Requested by Northcutt Land Surveying. Seconded by Martha Campbell and all voted for. Motion Carried

2. Adjournment.

- A. Adjournment.

There being no further business before the committee, the meeting was adjourned at 2:37 p.m. on motion by Stan Wyatt seconded by Martha Campbell and all voted for, motion carried.

ATTEST:


Amanda Sanders, City Secretary



MINUTES OF REGULAR PLANNING AND ZONING MEETING
CITY OF DAINGERFIELD
September 3, 2024

Present: Rona Elwell, Nancy Loyd, Stan Wyatt, Bob Scaff
Absent: Martha Campbell
City Staff Present: City Manager Michelle Jones, City Secretary Amanda Sanders
Others: Ernest Woods

Ms. Elwell called the meeting to order at 4:30 p.m.

Public Comments: There were no public comments.

1. Public Hearings

- A. **Conduct Public Hearing FOR RE-PLAT OF 0.747 ACRE, 2 LOTS & 1 BLOCK IN THE ALLEN URQUHART SURVEY A-296, ZONED F-CENTRAL BUSINESS. AND LOCATED AT 303 WEST WM WATSON BLVD, AS REQUESTED BY MARK FOSTER, REPRESENTED BY NICHOLAS NORTHCUTT OF NORTHCUTT LAND SURVEYING.** Ms. Elwell opened the public hearing at 4:30 p.m. With no individuals present to address the matter, the hearing was closed at 4:31 p.m.
- B. **Conduct Public Hearing FOR FINAL PLAT OF SUBDIVISION WOOD'S ESTATES, 1.44 ACRES, LOTS 1, 2, 3, AND 4 BLOCK 13 OF ORIGIANL TOWN PLAT IN THE ALLEN URQUHART SURVEY, A-296, ZONED B-2ND SINGLE FAMILY, AND LOCATED W. FANNIN, N. LAMAR, W. HOUSTON AND N. PETERS, AS REQUESTED BY ERNEST JR. AND CHANDRA WOODS, REPRESENTED BY FIGUEROA CONSTRUCTION LLC.** Ms. Elwell opened the public hearing at 4:31 p.m. With no individuals present to address the matter, the hearing was closed at 4:32 p.m.

2. Business

Discuss, Consider, and Possibly Take Action Regarding:

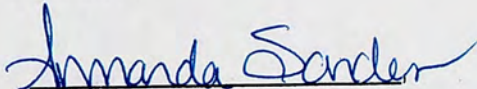
- A. **Deliberate and Act to Approve Minutes of August 13, 2024.** Stan Wyatt made the motion to accept the minutes as presented, seconded by Bb Scaff and all voted for. Motion carried.
- B. **Deliberate, Discus and Possibly Act to Approve Final Re-Plat OF 0.747 ACRE, 2 LOTS & 1 BLOCK IN THE ALLEN URQUHART SURVEY A-296, ZONED F-CENTRAL BUSINESS. AND LOCATED AT 303 WEST WM WATSON BLVD, AS REQUESTED BY MARK FOSTER, REPRESENTED BY NICHOLAS NORTHCUTT OF NORTHCUTT LAND SURVEYING.** Motion made by Nancy Loyd to approve final Re-Platt as presented. Seconded by Stan Wyatt and all voted for. Motion Carried.
- C. **Deliberate, Discuss and Possibly Act to Approve FINAL PLAT OF SUBDIVISION WOOD'S ESTATES, 1.44 ACRES, LOTS 1, 2, 3, AND 4 BLOCK 13 OF ORIGIANL TOWN PLAT IN THE ALLEN URQUHART SURVEY, A-296, ZONED B-2ND SINGLE FAMILY, AND LOCATED W. FANNIN, N. LAMAR, W. HOUSTON AND N. PETERS, AS REQUESTED BY ERNEST JR. AND CHANDRA WOODS, REPRESENTED BY FIGUEROA CONSTRUCTION LLC.** Motion made by Nancy Loyd to approve Final Platt as presented. Seconded by Stan Wyatt and all voted for. Motion Carried.

3. Adjournment.

A. Adjournment.

There being no further business before the committee, the meeting was adjourned at 4:47 p.m. on motion by Nancy Loyd seconded by Stan Wyatt and all voted for, motion carried.

ATTEST:


Amanda Sanders, City Secretary



MINUTES OF REGULAR MEETING
OF ECONOMIC DEVELOPMENT CORPORATION
CITY OF DAINGERFIELD

MAY 1, 2024

Board Present: President Chris Smith, Vice-President Jason Horn,
Secretary, Beverly Austin, Brenda Howard, Walter Bass,
Keitha Nilsson, Ex-Officio Members Michelle Jones

Absent: Board member(s): Marci McGill

1. President Smith called the meeting to order at 4 p.m.
2. Hear, Discuss, and Possibly Approve the Minutes from the March 13, 2024, meeting. Motion was made by Brenda Howard to approve the Minutes from the March 13, 2024, meeting, seconded by Beverly Austin. Motion carried.
3. Hear, Discuss, and Possibly Act to Approve the Economic Development Financial Reports. Motion made by Keitha Nilsson to Approve the Economic Development Financial Reports, seconded by Brenda Howard.
4. Hear, Discuss, and Possibly Recommend Election Marketing and strategies. After discussion on marketing efforts, the Board approved using the recommended marketing strategies including the Marketing Flyer, Special Election Flyer, and social media.
5. Hear, Discuss, and Possibly Recommend ways to engage with Cubbies coming to Daingerfield in terms of rebates, incentives, or investment in Daingerfield community development. Cody Sage was not at this EDC meeting but was at the City Council's meeting. The City tabled the action until Cody obtains a statement of the cost. Cody is asking for the City to pay for a sewer line on Cotton Street at Jones Shopping Center. The City tabled their decision until an estimate was presented by Cody. The City will also get an estimate from SGL. The DF EDC is willing to help Mr. Sage with a portion of the cost. A Motion to postpone this Action was made by Keitha Nilsson and seconded by Brenda Howard.
6. Hear, Discuss, and Possibly Take Action on the Irvin Ballpark Bathroom Project. City Council met and approved **\$60,000 for the project cost**. A plan needs to be formulated to move the septic line so the date needs to be pushed up. Mike Carter estimated the cost to move the septic line to be **\$6000**. Moving the sewer line will be the least expensive solution due to the Septic's cost to cure. Another option would be to move the Building to the other side of the field. It was suggested to reduce the number of bathrooms from 8 to 6 to stay with the \$60,000 approved limit. Charles Evans is working with the City on the feasibility to move the building.
7. Adjournment.

There being no further business before the Board, the meeting was adjourned at 5:15 p.m. on motion by Boardmember Chris Smith seconded by Boardmember Beverly Austin and all voted for, motion carried.

Daingerfield Economic Development Board Meeting
July 3, 2024
Minutes

The meeting was called to order by President, Chris Smith, at 4:10 pm on July 3, 2024.

The following board members were present:

Chris Smith Walter Bass Jason Horn

Brenda Howard Keitha Nilsson

Others present were:

Michelle Jones Charles Evans Holly Evans

There were no public comments.

The financial report was approved as presented. Motion was made by Jason Horn and seconded by Walter Bass. Motion passed unanimously.

Charles Evans was given the opportunity to discuss the loan request for Lindberge Construction & Renovations LLC. He discussed the following:

He has been in business since 2010 after his military service. He has had his LLS since 2020.

The loan proceeds will be used to improve the property located at 1020 Linda Drive. The front of the building will be a showroom and office while the back of the building will be a warehouse. With the opening of the facility, Charles will employ 3 new employees and subcontractors.

After the discussion, Charles and Holly exited the meeting.

The following loan requests were reviewed:

1. Lindberge Construction & Renovations LLC - \$75,000 for 10 years at 2.50%
Jason Horn made the motion to present this request to the Daingerfield City Council.
Brenda Howard seconded the motion.
Motion passed unanimously.
2. Hood Barbell LLC - \$25,000 for 5 years @ 2.50%
Chris Smith reported that David Hood withdrew this request via text to Chris on July 2nd.

A discussion concerning guidelines for managing and servicing new and existing loans was had by the members present. Michelle volunteered to research this topic and report her findings to the board. A motion was made by Brenda Howard and seconded by Walter Bass. Motion passed unanimously.

The next item on the agenda was an update on active loans secured by Coffey Street properties. Chris Smith reported that Georgia Nava has been on vacation for one month so there has not been much work on the property during this time. He said Georgia plans to close the front opening of the 105 Coffey building and finish the renovations on the 103 Coffey property. Georgia's thrift store will operate out of the 103 Coffey property. Due to the properties not being complete in the agreed timeframe, Brenda Howard asked if Chris Smith would be willing to pay off the loan because new jobs haven't been created. Chris Smith asked the board to give Georgia three (3) months to complete the following:

1. Close the front of 105 Coffey building
2. Finish the renovations on 103 Coffey building
3. Open the business (Thrift Store)
4. Create 3 new jobs

The board members agreed to grant Chris Smith 3 months to complete the 4 items referenced above. The deadline for the completion is October 2, 2024.

An update on the Irvin Ballpark bathroom project was given by Michelle Jones. The projection complete date is 4 to 5 weeks from July 3, 2024. The grant from Home Depot has been submitted and approval or denial should be received within 4 to 5 weeks from July 3, 2024.

Next agenda item discussed was the passage of the Sales and Use Tax. Michelle Jones reported that the Comptroller has accepted the documents for approval. Upon approval, the City will need to open an account. The collection of the sales tax funds will begin October 1st then in November the comptroller will send the report to disburse the funds.

Jason Horn and Michelle Jones gave an update on the Daingerfield 259 LLC project. Site plans have been given to the City Council to discuss at the next council meeting.

Other items of discussion were:

1. Beautification initiative within city limits – board will start brainstorming ideas for this initiative
2. Improvement initiative at the City Park – bathrooms will be a priority when the Board starts receiving sales tax funds. Michelle Jones discussed a “smart park” option for the City.
3. Opening Meetings Act & Public Information Act training – Michelle reported this training is required. She will email all the directors a link to the training.

Chris Smith made a motion to adjourn the meeting and Brenda Howard seconded the motion. Motion passed unanimously at 5:36 pm.

