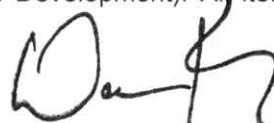

AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, April 22, 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. **Consent Agenda**
All Consent items are considered to be routine and will be enacted by one motion and vote.
 - A. Deliberate and Act to Approve Minutes of March 11, 2024.
5. **Presentation**
Information only, no action to be taken
 - A. **Presentation of pertinent information about upcoming Water Rates to the City from Wayne Owen with Northeast Texas Municipal Water District.**
6. **Business**
Discuss, Consider, and Possibly Take Action Regarding:
 - A. Deliberate, Consider and Take Action on updated agreement with Northeast Texas Municipal Water District for treated water.
 - B. Deliberate and Act on adopting a Resolution to Authorize the Daingerfield Economic Development Corporation to complete the Irvin Ballpark Facility Bathroom project at Irvin Ballpark, utilizing Type A monies on a Type B project not to exceed \$60,000.
 - C. Deliberate, Consider and Take Action on a Request from Parents of Graduating Class of 2024 to set off fireworks at the conclusion of graduation on May 17, 2024
 - D. 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.
 - E. Deliberate, Consider and Take Action on building a new Flight and Ground Emergency Facility located at 823 W.W.M. Watson Blvd.
 - F. Deliberate, Consider and Take Action on the Emergency Management Facilities Fee Proposal presented by STV.
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
8. **Monthly Boards and Commissions Minuets:** *Informational reports only; no action to be taken:*
 - A. Economic Development Corporation

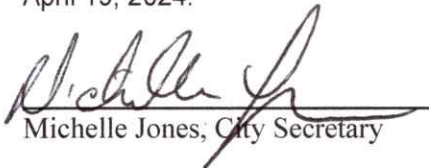
9. **Adjournment.**

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



Wade Kerley, Mayor

I, Michelle Jones, certify that the above notice of meeting was posted in a public place before 4:30 p.m. on Friday, April 19, 2024.



Michelle Jones, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES

April 22, 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. Consent Agenda

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

- A. Deliberate and Act to Approve Minutes of March 11, 2024:** Drafts of the minutes are on pages 5 and 6 of your packets.

5. Presentation

Information only, no action to be taken.

- A. Presentation of pertinent information about upcoming Water Rates to the City from Wayne Owen with North East Texas Municipal Water District.**

6. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. Deliberate, Consider and Take Action on updated agreement with Northeast Texas Municipal Water District for treated water:** Updated agreement is on pages 7 through 25. Current agreement is on pages 26 through 39. Wayne Owen is present to answer questions.
- B. Deliberate and Act on adopting a Resolution to Authorize the Daingerfield Economic Development Corporation to complete the Irvin Ballpark Facility Bathroom project at Irvin Ballpark, utilizing Type A monies on a Type B project not to exceed \$60,000:** Resolution is on page 40 through 42. Contractor estimate and design is on pages 43 through 46.
- C. Deliberate, Consider and Take Action on a Request from Parents of Graduating Class of 2024 to set off fireworks at the conclusion of graduation on May 17, 2024:** City ordinance requires a request to discharge fireworks within the City Limits come before the Council for approval. Application is on page 47
- D. 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:** Citizen request is on page 48 and 49. Cody Sage with Daingerfield 259 LLC will be present to answer questions.
- E. Deliberate, Consider and Take Action on building a new Flight and Ground Emergency Facility located at 823 W.W.M. Watson Blvd:** Council will need to discuss moving forward with this project. Information on funding options and the potential to partner with Air Methods to complete the project will be presented by Michelle Jones.

F. Deliberate, Consider and Take Action on the Emergency Management Facilities Fee Proposal presented by STV: Fee proposal on pages 50 through 60.

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 61 through 72.

B. Financial: Located on pages 73 through 79

C. City Manager: Michelle's report is on page 4.

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

A. Economic Development Corporation,: Minutes on pages 80.

9. Adjournment



Interim City Manager's Report

The department heads have initiated the budget process, and as we move forward, we will coordinate with the Council to schedule a budget workshop in mid-June. I urge the Council to contemplate the kind of projects they wish to prioritize for the city in the upcoming year and communicate their preferences to me. This will enable us to formulate a Capital Improvement Plan effectively.

We are fortunate to have several businesses within our community generously volunteering their resources for various projects. H&H Howard & Sons recently refurbished the flower bed located at the corner of Coffey and Webb, with Mrs. Ski Bateman overseeing the remodel. The result is truly remarkable, with the bed now looking stunning. All flowers and landscaping materials were donated, along with the necessary manpower.

Additionally, Nathan Brown of Brown's Electric contributed his time and expertise to ensure a light pole at Irvin Ballpark was operational in time for their Early Bird tournament. Furthermore, Jeff Westmorland generously donated a scissor lift truck and provided labor to assist with this project.

We extend our heartfelt gratitude to these local businesses for their invaluable contributions and investment in our community.

The election process is in full swing with early voting starting on April 22 through April 30 and election day May 4.

Our police department truly deserves recognition for their outstanding work amidst staffing challenges. Despite being short-staffed for several months, they have consistently maintained their exceptional standards of service and professionalism.

Update on TWDB Projects: SPI will be on the May agenda to award contracts to begin work.

DWSRF Project No.2 - The plant work at Union and Carpenter Street are in Final Design and as soon as they are ready will be sent to the TWDB for review and approval to bid the project.

The sewer collection system and water distribution projects will be the first to go into construction. The WWTP and WTP improvements will follow due to the TWDB approval processing time lead times on equipment.

Michelle Jones
Interim City Manager



MINUTES OF REGULAR MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
March 11, 2024

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

Absent:

City Staff Present: City Secretary Michelle Jones, Finance Director Amanda Sanders, Police Chief Tracey Climer, Fire Chief Jimmy Cornileus

Others: Josh Sanders-S2F, Quentin Boyd – The Steel Country Bee, Nicole – The Steel Country Bee, Kathy Boyls-KBB, Jim Goodman, Ralph Moore, Melinda Precise, Angie Ayers

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:

Ralph Moore spoke on street repairs needed on Toby Street.

4. Consent Agenda

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

- A. **Deliberate and Act to Approve Minutes of February 12, 2024:** Motion made by councilmember Hood to approve minutes as presented, seconded by councilmember Ramirez and all voted for. Motion Carried.
- B. **Deliberate and Act to Approve Certified Agenda of February 12, 2024:** Motion made by councilmember Hood to approve agenda as presented, seconded by councilmember Ayers and all voted for. Motion Carried.

5. Business

Discuss, Consider, and Possibly Take Action Regarding:

- A. **Deliberate and Act to Approve hiring contractor JSG Homes, LLC for the Daingerfield HOME Program:** Motion made by councilmember Carter to approve hiring contractor JSG Homes LLC for the Daingerfield HOME Program for 114 Kathryn Street, seconded by councilmember Hood and all voted for. Motion carried

- B. Deliberate and Act to Appoint Election Judges and Set Pay Scale for General Election and Local Option Election:** Motion made by councilmember Hood to Appoint Election Judges and Set Pay Scale for General Election and Local Option Election, seconded by councilmember Ramirez and all voted for. Motion carried.
- C. Deliberate and Act to Approve a Joint Election Agreement Between the City of Daingerfield, Daingerfield-Lone Star Independent School District, City of Lone Star and Northeast Texas Community College:** Motion made by councilmember Carter to approve a Joint Election Agreement Between the City of Daingerfield, Daingerfield-Lone Star Independent School District, City of Lone Star and Northeast Texas Community College, seconded by councilmember Smith and all voted for. Motion carried.
- D. Deliberate and Act to Approve Order Declaring Unopposed Candidates in the May 4, 2024, General Election Elected to Office and Canceling the General Election:** Motion made by councilmember Ramirez to approve Order Declaring Unopposed Candidates in the May 4, 2024, General Election Elected to Office and Canceling the General Election, seconded by councilmember Carter and all voted for. Motion carried.
- E. Discuss, Consider and Take Action on a Request from Texas Heritage National Bank to Abandon and Vacate City-Owned Right of Ways Located in the Allen Urqhart Survey, A-296 identified as 0.467 Acre & 0.198 Acre a portion of Block 33 College Plat:** Motion made by councilmember Carter to approve ordinance as presented, seconded by councilmember Hood 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. Economic Development Corporation and Northeast Texas Municipal Water District

8. Adjournment.

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

Wade Kerley, Mayor

ATTEST:

Michelle Jones, City Secretary

**NORTHEAST TEXAS MUNICIPAL WATER DISTRICT
TREATED WATER AGREEMENT WITH ITS MEMBER CITIES**

This Agreement ("Agreement") is made and entered into as of the Effective Date provided below by and between the Northeast Texas Municipal Water District (the "District"), a conservation and reclamation district and political subdivision of the State of Texas, created under Article XVI, Section 59 of the Texas Constitution, pursuant to Chapter 78, Acts of the 53rd Legislature of the State of Texas, Regular Session, 1953, as amended (originally codified as Article 8280-147, V.A.T.C.S. (the "District Act")), and its seven Member Cities, those being the cities of Avinger, Daingerfield, Hughes Springs, Jefferson, Lone Star, Ore City and Pittsburg, each a duly incorporated municipality created and existing under the laws of the State of Texas (the "Member Cities" collectively or "Member City" individually). Together, the District and the Member Cities constitute the sole parties to this Agreement and may occasionally be referenced separately as a "party" and collectively as "the parties" in this Agreement.

RECITALS:

WHEREAS, the District was created by the Texas Legislature in 1953 to, among other things, serve the water needs of its Member Cities and other users, to prevent the waste of water within the Cypress Creek Basin, and to manage water from the Lake O' the Pines reservoir for multiple purposes of use; and

WHEREAS, all seven of the Member Cities are included in the territory of the District pursuant to the District's enabling legislation; and

WHEREAS, in 1982 the Member Cities of Daingerfield, Hughes Springs, and Lone Star, entered into a collective agreement with the District to receive treated potable water from the District; and

WHEREAS, such 1982 collective agreement for the District to provide treated potable water to the cities of Daingerfield, Hughes Springs, and Lone Star has expired; and

WHEREAS, in 1996 the Member Cities of Avinger and Jefferson entered into separate agreements with the District to receive treated potable water from the District; and

WHEREAS, both 1996 agreements for the District to provide treated potable water to the cities of Avinger and Jefferson have expired; and

WHEREAS, in 1998 the Member City of Pittsburg entered into an agreement with the District to have the District lease, manage and operate Pittsburg's Water Treatment Plant and to provide treated potable water to Pittsburg; and

WHEREAS, the lease associated with the 1998 agreement between the District and the City of Pittsburg whereby the District leases the Pittsburg Water Treatment Plant site, a certain water intake site, and certain easement properties to utilize in the District's System remains in effect; and

WHEREAS, the Member City of Ore City does not presently purchase treated potable water from the District but may opt to do so as a member of the District, as needed; and

WHEREAS, it is necessary for the District and its Member Cities to execute this Agreement regarding continued provision of treated potable water to the Member Cities to comply with state and federal regulations and to provide a means of fair and equitable allocation of current and future costs of providing such water to and among the Member Cities; and

WHEREAS, in 1998 all seven of the Member Cities entered into a raw water supply agreement with the District that obligates the District to provide to the Member Cities, on a specified pro rata basis based on the Member Cities' right to water out of Lake O' the Pines, a portion of the revenue the District obtains from the sale of raw water to customers who are not Member Cities under certain terms and conditions; and

WHEREAS, this Agreement for the provision of treated potable water to the Member Cities does not amend, cancel, or supersede the 1998 raw water supply agreement regarding revenue sharing of income the District receives from raw water sales; and

WHEREAS, the District and the Member Cities are authorized to enter into this Agreement pursuant to the District Act, Sections 791.026 and 1502.056, Texas Government Code, as amended, and other applicable law; and

WHEREAS, the District has capacity from various sources of water in the Cypress Creek Basin to provide wholesale, treated, potable water to the Member Cities for retail distribution by the Member Cities to their service area; and

WHEREAS, the District and the Member Cities desire to specify the terms and conditions for the delivery of such wholesale potable water.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations provided in this Agreement, the District agrees to furnish wholesale potable water to each of the Member Cities pursuant to the terms and conditions set forth below.

Section 1. Definitions.

As used in this Agreement, the following terms have the meanings provided below:

- (A) *Adjusted Annual Payment* means the Annual Payment, as adjusted during or after each Annual Payment Period, as provided by this Agreement.
- (B) *Annual Payment* means the amount of money to be paid to the District by the Member Cities according to the terms of this Agreement during the Annual Payment Period as each Member City's proportionate share of the Annual Requirement.
- (C) *Annual Payment Period* means the District's Fiscal Year.
- (D) *Annual Requirement* means the total amount of money required for the District to pay all Operation and Maintenance Expenses of the System.
- (E) *Fiscal Year* means the fiscal year of the District established by resolution of its Board of Directors from time to time.
- (F) *Force Majeure* means any event that wholly or partly prevents or delays the performance by the party affected of any obligation arising hereunder, but only if and to the extent: (a) such event is not within the reasonable control of the party affected; (b) such event, despite the exercise of reasonable diligence, cannot be prevented or avoided by such party; and (c) such event is not the direct or indirect result of the affected party's negligence or the failure of such party to perform any of its obligations under this Agreement; provided, however, that such event is within or similar to one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; hurricane; tornado; unusually severe weather; tsunami; flood; earthquake; fire;

explosion; epidemic; quarantine; war (declared or undeclared); terrorism or other armed conflict; material physical damage to the property or facilities of the affected party caused by third parties; strikes and other labor disputes if such strike or other labor dispute is part of a national action; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; actions of a governmental authority (other than a party) with the ability to make Laws that apply to the affected party. The term Force Majeure shall not include change in financial condition, lack of money, or changes in market conditions.

- (G) *Law* means, unless and to the extent not further defined elsewhere in this Agreement (i) any law, statute, act, rule, ordinance, decree, treaty, regulation, order, permit, requirement, approval, consent or judgment, which a party is legally obligated to comply with regardless of whether the appeals process is final or not (if applicable), or (ii) any legally binding announcement, directive or published practice or interpretation thereof, enacted, issued or promulgated by any governmental entity with jurisdiction and authority over the affected party. The term "Law" necessarily means an applicable Law, not a Law that is or may be applied to others not a party to this Agreement.
- (H) *Operation and Maintenance Expenses* means all costs and expenses of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the System, including but not limited to repairs and replacements for which no special fund is created by any bond resolution, operating personnel, the cost of utilities, supervision, engineering, accounting, auditing, legal services, consulting services, administration of the System, equipment, goods, supplies, and materials necessary for proper operation and maintenance of the System, amounts for an operation and maintenance reserve fund, amounts for an emergency reserve fund, amounts for a debt service reserve fund, amounts for principal and interest on bonds issued by the District to pay for the costs of or expansions of the System, amounts required for bond coverage, bond issuance expenses, amounts for working capital, appropriate general and administrative costs related to providing treated water, charges of a bank or banks where bonds are payable, and payments made by the District in satisfaction of settlements and judgments resulting from claims not covered by the District's insurance, if any, arising in connection with the operation and maintenance of the System. The term does not include depreciation.
- (I) *Prudent Utility Practice* means any of the spectrum of practices, methods, standards and acts engaged in or adopted by a significant portion of the potable water industry that, during the relevant period of time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by the party's equipment suppliers and manufacturers, operational limits, and all Laws. Prudent Utility Practice is not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others but rather to be a spectrum of acceptable practices, methods, standards, or acts.
- (J) *System* means the District's current and future systems, rights, and facilities necessary to divert, treat, transmit and provide an adequate and safe supply of treated potable water to the District's service area within the Cypress Creek Basin, including but not limited to intake and raw water delivery infrastructure at Lake O' the Pines, the Tanner Water Treatment Plant, intake and raw water delivery infrastructure at Lake Bob Sandlin, treated water transmission and ground storage for the delivery of treated potable water to the Member Cities, the Pittsburg Water Treatment Plant, and any additions, extensions, expansions, and improvements of those facilities.

Section 2. Water Quantity, Quality, Rate of Delivery, and Increases.

- (A) *Quantity.* As specified in Exhibit A and incorporated here, the District agrees to provide each of the Member Cities with a certain maximum annual volume of treated potable water to meet their monthly or annual needs. Such treated potable water will be available for each Member City at specific locations (the "Point(s) of Delivery") identified in Exhibit A.
- (B) *Quality.* The quality of the treated potable water provided by the District for the Member Cities will meet or exceed the standards of Law that provide the criteria for drinking water delivered by the District. On at least a monthly basis, the District shall, in conformance with applicable Laws, test the quality of the treated potable water being delivered to the Member Cities to confirm the potable water delivered meets or betters all applicable Laws regarding the criteria for drinking water delivered by the District. The analytical results from such testing shall be provided to the Member Cities in writing upon request.
- (C) *Rate and Increases.* Initially and as outlined in Exhibit A, the District shall only be obligated to furnish each of the Member Cities potable water at a certain gallons per minute ("GPM") rate. Any of the Member Cities may, however, request an increase in the GPM beyond what is outlined in Exhibit A by submitting a written request to the District specifying the requested increase. The request should include information supporting the basis of the estimates underlying the requested increase such as engineering or other supporting data (including the likelihood and timing of future requests for increases) and such other information the District may use to determine that production, storage, service pump, or pressure maintenance capacity may be properly evaluated. The District will promptly determine, based on then-present and anticipated future capacity and other conditions, whether it may accommodate the requested increase. If so, the parties may, by written supplement to this Agreement, modify Exhibit A regarding the GPM delivery rate without the necessity of amending the other provisions of this Agreement.

Section 3. Point of Delivery.

As specified in Exhibit A and incorporated here, the District will provide the potable water to each of the Member Cities at the Member City's Point of Delivery described in Section 2 and Exhibit A. The parties acknowledge that the Point of Delivery for each Member City is not an exact or permanently fixed geographic location and may be moved by the District within the general areas described in Exhibit A provided that any such move, unless requested by any of the Member Cities, will be made at the sole cost of the District. The District shall own or control and is responsible for maintaining the pipeline and other facilities for the delivery of the potable water leading up to each Member City's Point of Delivery. Each of the Member Cities shall own or control and is responsible for maintaining the pipeline and other facilities for taking potable water beyond their specified Point of Delivery. Title to the potable water delivered passes from the District to the Member Cities at each Member City's Point of Delivery. The Member Cities shall be solely responsible for any further pumping or pressurizing of the potable water after it is delivered to their Point of Delivery, for all expenses and maintenance of any appurtenances required for the storage, pumping, or pressurizing of potable water once it has been delivered by the District, and for compliance with all applicable rules of the Texas Commission on Environmental Quality related to minimum pressure or other capacity requirements for public water systems. The parties contemplate that each of the Member Cities will have adequate tanks to store the potable water delivered for its own use after the potable water is received at their Point of Delivery. The delivery of treated potable water to the Member Cities shall be through an air gap or by some other method approved by the District that assures that there will be no cross-connection or backflow of water. The Member Cities shall be solely responsible for ensuring the potable water delivered by the District maintains the standards of Law that provide the criteria for drinking water

after it is delivered to their Point of Delivery and for complying with all applicable rules of the Texas Commission on Environmental Quality related to water quality after the Point of Delivery.

Section 4. Calculation and Payment of Annual Requirement.

- (A) *Need for Annual Requirement.* The Member Cities acknowledge that payments made under this Agreement for the provision of potable water is the primary source of revenue available to the District to meet the Annual Requirement and that the District has a duty as a Prudent Utility Practice to establish and, from time to time, revise its rates charged for treated potable water and all related services to be rendered and made available to the Member Cities. Such revisions to the rates charged for treated potable water are necessary so that the Annual Requirement for each Annual Payment Period shall never be less than an amount sufficient to pay or provide for the payment of all Operation and Maintenance Expenses of the System.
- (B) *Obligation to Make Annual Payment.* The Member Cities agree to pay, at the time and in the manner provided below, each of their proportionate share of the Annual Requirement, which shall be determined as described below and shall constitute each Member Cities' Annual Payment. As outlined in subsection H below, in the event a payment due or claimed (or portion thereof), or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion shall not be tolled and payment under the disputed amount is still required to be made when due.
- (C) *Minimum Amount.* For the purpose of calculating the Annual Payment, each Member City shall be deemed to have taken and used at least 36% of the allocated gallons of treated potable water identified in Exhibit A from the System on an annual basis ("Annual Minimum"), regardless of whether or not such amount is or was actually taken or used.
- (D) *Calculation of Annual Payment.* For each Annual Payment Period, each Member Cities' proportionate share of the Annual Requirement shall be its actual measured treated water use multiplied by the rate necessary to satisfy the Member City's Annual Payment. The District shall set the calculated rate and notice of such rate shall be delivered prior to the first day of the fiscal year of the District. The rate necessary to satisfy the Member City's Annual Payment shall be calculated when the District's fiscal budget is set by dividing the District's budgeted Annual Requirement for the upcoming Annual Payment Period by the total projected annual treated water use of all the Member Cities. Each Member Cities' Annual Payment shall be proportionally reduced by any income the District receives for the sale of System treated potable water service to parties that are not Member Cities, as specified in subsection F below. The District shall, upon request, provide the Member Cities with supporting budgetary information for the calculation of the rate and a rate schedule.
- (E) *Redetermination of Annual Requirement.* The Member Cities' shares of the Annual Requirement may be redetermined at any time during any Annual Payment Period to the extent deemed necessary or advisable by the District and after reasonable notice to the Member Cities, if:
- 1) The District commences supplying System treated potable water to a new Member City or a Member City that has not previously received treated potable water service;
 - 2) Unusual, extraordinary, or unexpected expenditures for Operation and Maintenance Expenses are required that are not provided for in the District's annual budget for the System used for the initial calculation of the Annual Payment under subsection 4(D);
 - 3) Operation and Maintenance Expenses are substantially less than estimated; or

4) The District receives either significantly more or significantly less revenues or other amounts than those anticipated in the annual budget used for the initial calculation of the Annual Payment under subsection 4(D).

(F) *Revenues from Treated Water Sales to Non-Member Cities.* This District may provide System treated potable water service to parties that are not Member Cities. Rates charged by the District for the sale of System treated potable water to parties that are not Member Cities shall be at a premium, as determined by the District at its discretion, to reflect the investment made by the Member Cities into the District and the System. All revenues received by the District from the sale of System treated potable water to parties that are not Member Cities shall be credited to the Annual Requirement, and such credits shall reduce, to the extent such revenues are received, the proportionate share of the Annual Payment for which each Member City is responsible.

(G) *Payment.* The District will invoice each Member City on a monthly basis for the Member City's monthly part of the Annual Requirement. Each of the Member Cities shall promptly pay such invoice directly to the District within thirty (30) days of receipt. If the due date is not a business day of either the District or the Member City, then the payment shall be due on the next business day. Payment shall be considered received by the District by the due date if the payment is made by direct bank draft, by wire transfer, or by check deposited with the U. S. Postal Service, postage prepaid, first class, to be sent to the District to the attention of the General Manager on or before the due date. At the request of the District and with the consent of the Member City, the payment due the District may be drafted directly from a bank account of the Member City. The draft shall be authorized to assure receipt of the payment by the District by the due date described in this section.

For payment other than by wire transfer to the District-

Make checks payable to "Northeast Texas Municipal Water District"
Attn: General Manager
P.O. Box 955, Hughes Springs, Texas 75656

For payment by wire transfer to District-

Bank:
ACH Routing #:
Wire Routing #:
Account #:

(H) *Disputed Charges and Adjustments.* A party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or seek to adjust any invoice for any arithmetic or computational error. Neither party may dispute or adjust any payment due more than six months from the date of notice of dispute or adjustment. In the event a payment due or claimed (or portion thereof), or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion shall not be tolled and payment under the disputed amount is still required to be made when due. If it is subsequently determined by agreement or court decision that a disputed payment should have been less, or more, the District shall promptly revise and reallocate the charges among all Member Cities in such manner that each of the Member Cities will recover their overpayment or the District will recover the underpayment due. An under-payment or credit shall be made by the next billing cycle after the dispute is resolved. Any dispute or adjustment request shall be made in writing and shall state the basis for the dispute or adjustment request.

- (I) *Audits.* Each party has the right, at its sole expense and during normal working hours, to examine copies of the relevant portions of the records of the other party to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made pursuant to this Agreement.
- (J) *Prompt Payment; Interest.* All amounts due from each of the Member Cities that remain unpaid after the due date shall accrue interest at the higher of the rate provided in Chapter 2251 of the Government Code of Texas or the maximum rate provided by Law.
- (K) *Obligation to Pay Debt Service.* Should the District determine that it must issue revenue bonds to cover necessary Operation and Maintenance Expenses of the System and/or to expand the System beyond its existing capacity to meet the water needs of the Member Cities and other District customers, the Member Cities shall be jointly obligated to any such revenue bonds issued for these purposes, regardless of whether or not the District actually acquires, constructs, or completes the improvements or is actually delivering water from the System to any Member City hereunder, or whether or not any Member City actually receives or uses water from the System whether due to Force Majeure or otherwise, regardless of any other provisions of this or any other contract or agreement between any of the Parties hereto. If a majority of the members of the District's board of directors votes in favor of the issuance of revenue bonds in the future by the District for purposes of financing the costs of improvement, expansion, repair or replacement of the System, in such circumstance, no amendment to this Agreement or consent of any Member City shall be required in connection therewith. The parties expressly assume and agree to perform such obligations as imposed by the law or any instruments authorizing the issuance of revenue bonds by the District for such purposes. This covenant by the Member Cities in this Section shall be for the benefit of the holders of the District's revenue bonds.

All sums payable hereunder to the District shall, so long as any part of said revenue bonds is outstanding and unpaid, be paid by the Member Cities without set-off, counterclaim, abatement, suspension or diminution. Notwithstanding any other provision herein to the contrary, so long as any part of the District's revenue bonds are outstanding and unpaid, this Agreement shall not terminate, nor shall any Member City have any right to terminate this Agreement nor be entitled to the abatement of any payment or any reduction thereof, nor shall the obligations hereunder of the Member Cities be otherwise affected for any reason, it being the intention of the Parties that so long as any portion of said revenue bonds are outstanding and unpaid, all sums required to be paid by the Member Cities to the District shall be unconditional and continue to be payable in all events, and the obligations of the Member Cities hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Agreement.

- (L) *Maintenance of an Operation and Maintenance Reserve Fund.* In order to be responsible stewards of the District's funds and the System, the District will establish and maintain an operation and maintenance reserve fund, from which the District can utilize funds to meet the needs of the System during an emergency and when existing revenue is not sufficient. The amount of money maintained in such reserve fund will be at the sole discretion of the District. The Member Cities support the creation of such reserve fund and acknowledge that establishing such fund and replenishing such fund, as needed, is part of the District's Operation and Maintenance Expenses.

Section 5. Nonavailability or Reduced Availability of Water; Conservation and Droughts.

Without separately affecting circumstances that may constitute an event of Force Majeure, in the event water available to the District in Lake O' the Pines is not sufficient to meet the requirements of users of the District's water, the Member Cities will be entitled to receive potable water in accordance with applicable

Laws and in accordance with the District's Water Conservation Plan and Drought Contingency Plan, as those plans may be amended from time to time. The District shall give notice to the Member Cities of any intended amendment to the District's Water Conservation Plan and Drought Contingency Plan prior to the effective date of any amendment and prior to any final action by the Board of Directors of the District to amend the District's Water Conservation Plan and Drought Contingency Plan. The Member Cities agree to comply with the District's Water Conservation Plan and the Drought Contingency Plan as is now in effect and as may be amended. The Member Cities acknowledge that a change from one level, class, or phasing of conservation to another level, class, or phasing does not constitute an amendment of the District's Water Conservation Plan and Drought Contingency Plan within the meaning of this section and the District may make such changes without advance notice. The Member Cities agree to adopt, implement, and enforce all rules, ordinances, orders, and policies related to water conservation and drought management as required by the Texas Water Code, rules of the Texas Commission on Environmental Quality, by other Law, or as may be adopted by the District.

Section 6. Measurement of Water; Calibration of Meters; Adjustments.

- (A) The District shall furnish, install, operate, and maintain the necessary equipment and devices of standard type for properly measuring and controlling the quantity of potable water delivered, which facilities shall be placed at a location as mutually agreed by the parties. Such meter or meters or other equipment so installed shall remain the property of the District. The meter shall conform to the specifications set by the District. The District shall furnish any replacements of the meter used to measure the volume taken by the Member Cities. Each of the Member Cities shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the District. For the purposes of this Agreement, the original record or reading of the meter or meters shall be in a journal, computer log or other record-keeping means maintained by the District in its offices. Upon written request by any of the Member Cities, the District shall give that Member City a copy of the journal, log or electronic file of meter recordings, or allow that Member City to have access during reasonable business hours to the same, in the offices of the District where such records are customarily kept.
- (B) Once in each calendar year, at intervals of approximately twelve months, the District shall calibrate its meter or meters if requested in writing by any of the Member Cities, in the presence of a representative of the requesting Member City, and the parties shall jointly observe any adjustment necessary. If a check meter has been installed, the check meter(s) shall also be calibrated by that Member City in the presence of a representative of the District, and the parties shall jointly observe any adjustment necessary. If any of the Member Cities request, in writing, the District to calibrate its meters, the District shall give that Member City notice of the time when any such calibration is to be made. If the representative of that Member City is not present at the time set, the District may proceed with calibration and adjustment in the absence of any representative of that Member City.
- (C) The Member Cities may, at each of their option and expense, install and operate a check meter or meters to check each meter installed by the District, but measurement of potable water for the purposes of this Agreement shall be solely by the District's meters, except in cases hereinafter specifically provided to the contrary. All such check meters shall be of standard type and shall be subject at all reasonable times to inspection and examination by an employee or agent of the District, but the reading, calibration, and adjustment thereof shall be made only by the Member City, except during any period when the check meter may be used under this section for measuring the amount of potable water delivered, in which case the reading, calibration and adjustment thereof shall be by the District with like effect as if such check meter or meters had been furnished or installed by the District.

- (D) If upon testing the District's meter pursuant to this section, the meter is found to be registering inaccurately and the percentage of inaccuracy of the metering equipment is found to be in excess of five percent (5%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six months. If for any reason any of District's meters are out of service or out of repair, the amount of potable water delivered through the period such meter(s) are out of service or out of repair shall be estimated and agreed upon by authorized representatives of the District and the Member Cities upon the basis of the best data available. If any of the Member Cities have installed a check meter, then, for such purpose, the best data available shall be deemed to be the registration of the check meter if the check meter is registering accurately. Otherwise, the amount of potable water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of potable water delivered by deliveries during the preceding period under similar conditions when the meter or meters were registering properly.

Section 7. Use of Water.

- (A) *Limitation on Location.* Treated potable water supplied under this Agreement shall be for distribution within the Cypress Creek Basin served by the Member Cities' potable water distribution systems, or within the Member Cities' existing certified retail service areas. It is specifically provided, however, that unless required to do otherwise by the Texas Commission on Environmental Quality or a court of competent jurisdiction, the Member Cities shall not enter into any agreement to provide wholesale or retail potable water for use outside its boundaries, its extraterritorial jurisdiction, or its certificated retail service area unless each such agreement is approved by the District (which approval shall not be unreasonably withheld unless the projected additional volume affects the District's ability to provide service to others or conflicts with the Law). The Member Cities shall not become a party to any contract for the sale of potable water that would violate or be inconsistent with the provisions of this Agreement. The District will use its best efforts to furnish and remain in a position to furnish potable water sufficient to meet the needs of this Agreement.
- (B) *Limitation on Resale.* Member Cities shall manage and operate their own retail water systems and not sell water supplied by the District other than for retail water service to its customers. Each Member City acknowledges and agrees that the District has or will issue bonds, the interest of which is excludable from the gross income of the owners thereof for federal income tax purposes ("Tax Exempt Bonds"), and that such tax-exempt status will allow the District to borrow funds at interest rates that will be lower than otherwise available to the District, thereby lowering costs to the Member Cities. Each Member City understands and acknowledges that certain laws may impose restrictions on the use of proceeds of any such Tax Exempt Bonds and on the use of the facilities and property financed by the Tax Exempt Bonds. As such, a Member City shall not enter into any water supply contract or other agreement with a third party for the provision of water service or for the third-party operation or management of such Member City's water system unless it has notified the District in writing of its intent to enter into such contract and received the necessary approval from the District. This section shall be of no further effect upon the retirement of all bonded indebtedness.

Section 8. Purchase of Other Treated Water

The Member Cities agree to not purchase or obtain treated potable water from another third party or source

that is not the District without the prior written consent of the District, whose consent and agreement shall not be unreasonably withheld.

Section 9. Compliance with Law; Operation in Accordance with Prudent Utility Practice.

The Member Cities will provide the District with all information necessary for the District to meet its reporting requirements under the Law with respect to potable water provided under this Agreement. Upon request, the District will provide the Member Cities with a copy of all annual reports made by the District to the Texas Commission on Environmental Quality regarding the quantities of potable water delivered to the Member Cities. The Member Cities shall comply with all requirements of Law regarding their operations and shall operate their potable water system using Prudent Utility Practice.

Section 10. Term of Agreement.

The term of this Agreement, unless earlier terminated in accordance with its terms, shall commence on the Effective Date and continue for an initial period of twenty five (25) years ("Initial Period") through _____, 2049, and thereafter shall continue in effect on a year to year basis until 1) all bonds and associated interest coupons and debt incurred by the District as it relates to the System have been paid, or 2) the parties negotiate a new agreement regarding the provision of treated water to the Member Cities. Upon the termination of the Initial Period of this Agreement, the Member Cities will continue to need treated water and the District will have a public obligation to continue supplying treated water from the System to the Member Cities at a reasonable cost. On a year to year basis, water from the System will continue to be supplied by the District to the Member Cities under a schedule of prices and rates or other fair arrangement to be then negotiated between the parties.

Section 11. Default Without Termination.

Except as otherwise excused under this Agreement, the occurrence of any of the following shall constitute an event of default for which the non-defaulting party may suspend performance under this Agreement:

- (A) The District fails to perform any of its material obligations under this Agreement and such failure is not corrected within 45 days after written notice thereof; provided that such period shall be extended for an additional reasonable period if a cure cannot be reasonably effected within 45 days and if corrective action is instituted by the District within the 45 day period and so long as such action is diligently pursued using Prudent Utility Practice until such default is corrected;
- (B) (1) A Member City fails to perform any of its material obligations under this Agreement (other than the obligation to make payments for amounts due) and such failure is not corrected within 45 days after written notice thereof; provided that such period shall be extended for an additional reasonable period if a cure cannot be reasonably effected within 45 days and if corrective action is instituted by the Member City within the 45 day period and so long as such action is diligently pursued using Prudent Utility Practice until such default is corrected;
- (2) If a Member City fails to pay any amounts due hereunder, which failure continues for a period of 30 days after the date on which written notice of a failure to pay is received by the Member City; or
- (3) A Member City has on three or more occasions within a period of twelve months failed to timely pay all amounts due hereunder.
- (C) In the event of a default, unless otherwise limited by the terms of this Agreement, the non-defaulting

party shall have the right to suspend performance of its obligations under this Agreement (other than the payment of money) until the day the default has been cured in accordance with the terms of this Agreement and to exercise any other remedy available at Law or in equity.

- (D) A Member City may avoid suspension under the provisions of subsection (B)(3) of this section by furnishing and delivering to the District a deposit in an amount not less than the highest monthly bill invoiced to the Member City within the preceding twelve months. The deposit may be in the form of cash, an unconditional, irrevocable stand-by letter of credit, or a surety bond. Unless the deposit is made in cash, the deposit must be in a form and on terms reasonably acceptable to the District. If the deposit is drawn against in part or in whole, the Member City shall immediately thereafter provide a replacement in an amount equal to the amount drawn by District.
- (E) The pursuit by a party of any remedy for default shall not constitute a forfeiture or waiver of any amount due by the defaulting party or of any damages occurring by reason of the violation of any terms, provisions, or conditions of this Agreement. No waiver of any default or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or conditions of this Agreement. Forbearance to enforce one or more of the remedies available upon the occurrence of an event of default shall not constitute a waiver of that or any subsequent default or breach.
- (F) One Member Cities' default under this Agreement does not waive the District's or the other Member Cities' obligations of performance under this Agreement.

Section 12. Termination.

- (A) *By the District.* The obligations of the District under this Agreement may be terminated by the District if:
 - (1) It becomes illegal or impossible for the District to perform such obligations as a result of the cancellation, amendment or other limitation by any local, state, or federal agency of any of the permits, amendments, licenses or authorizations required for the delivery of potable water by the District, the appropriation of water from Lake O' the Pines by the District, in whole or part, or for the operation of Lake O' the Pines, despite the District's reasonable efforts to resist or avoid any such cancellation, amendment or other limitation; or the promulgation, application or issuance of any Law that prevents the District from performing its obligations under this Agreement, despite the District's reasonable efforts to resist or avoid the conditions that render the District unable to perform its obligations under this Agreement;
 - (2) The cost of providing treated potable water to the Member Cities is greater than the amount then being paid by the Member Cities because of: (a) expenditures directly incurred by the District because of new Law; (b) expenditures directly incurred by the District because of extraordinary events; or (c) expenditures directly incurred by the District as a result of significant change in the method of treating potable water supplied to the Member Cities; or
 - (3) A Member City fails to make within sixty days after payment is due the full payment of any amount owed to the District; the District may terminate its obligation under this Agreement to that Member City only.
- (B) *By Member Cities.* The obligation of any of the Member Cities to take potable water under this Agreement may be terminated by that Member City if it becomes illegal or impossible for that Member City to perform such obligations as a result of the failure of any local, state or federal

agency to issue or approve any of the permits, amendments, licenses or authorizations required for that Member City to construct the necessary facilities to receive the potable water; the revocation of any such permit, amendment, license or authorization; or the promulgation or issuance of any such permit, amendment, license, authorization or Law that prevents that Member City from performing its obligations under this Agreement to receive potable water, despite that Member City's reasonable efforts to resist or avoid the conditions that render that Member City unable to take potable water under this Agreement. One Member Cities' termination under this Agreement does not waive the District's or the other Member Cities' obligations of performance under this Agreement.

(C) *Notice of Termination.* (1) If any party desires to terminate this Agreement by reason of any of the events described in subsection (A)(1) or (B) of this section (regarding the illegality or impossibility of performance), the respective party shall, within three months after it acquires knowledge of the event(s) giving grounds for such termination, deliver to the other party a written notice stating its intention to terminate, describing the event(s), and specifying the date on which this Agreement is to terminate, which date must be at least 180 days from the date of such notice (unless a shorter time is required by Law).

(2) If the District desires to terminate this Agreement by reason of the event described in subsection (A)(2) of this section (regarding increases in the cost of providing treated potable water), the District shall deliver the Member Cities a written notice specifying the date on which this Agreement is to terminate, which date must be at least 365 days from the date of such notice.

(3) If the District desires to terminate this Agreement by reason of non-payment as provided in subsection (A)(3) of this section, the District shall deliver to the Member City a written notice specifying the date on which this Agreement is to terminate, which date must be at least thirty days from the date of such notice.

(4) A party's failure to timely provide written notice of termination is not a waiver of the party's right to terminate this Agreement.

(D) *Termination for Long Term Force Majeure.* This Agreement may be terminated by any party if a Force Majeure event prevents the performance of a material portion of the obligations hereunder (other than the obligation to make payments for amounts due) and such Force Majeure event is not resolved within 365 days after the commencement of such Force Majeure event. Any such termination under this subsection will be effective five days after notice of such termination is delivered.

(E) *Removal of Equipment.* Following termination, the parties shall have the right for up to 180 days after the termination to remove any equipment, including any meter, that such party may have on the property of the other party.

Section 13. Force Majeure.

If either party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement (other than the obligation to make payments for amounts due) and such party gives prompt written notice and full details of the event to the other party as soon as practicable after the occurrence of the event, then during the pendency of such Force Majeure, the obligations of the party affected by the event (other than the obligation to make payments for amounts due) shall be suspended to the extent required. The party affected by the Force Majeure shall use commercially reasonable efforts and Prudent Utility Practice to remedy the Force Majeure. When the party claiming Force Majeure ("Claiming Party")

can resume performance of its obligations under this Agreement, that party shall give the other party ("Notified Party") prompt notice to that effect. During the pendency of any Force Majeure, and the prosecution of the remedy thereof, the Claiming Party shall provide the Notified Party with daily written reports of the status of the event and remedy; provided that if the Force Majeure and remedy thereof exceeds one week, the Claiming Party shall provide such reports on a weekly basis, with a final report within one day of the completion of the event and the remedy thereof.

Section 14. Mutual Indemnification.

To the extent allowed by Law, each party agrees to and shall indemnify, defend, and hold harmless the other parties and all of the respective officers, directors, employees, servants, and agents of the indemnified party, from and against all claims for personal injury, death, or damages to property arising out of the indemnifying party's negligence or willful misconduct in connection with this Agreement, the general intent being that the District is responsible for its acts to the Point of Delivery and the Member Cities are each responsible for their acts beyond the Point of Delivery. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, to the extent there is an obligation of indemnity with respect to any party contained herein, such provision does not require a party to fund any potential indemnity obligation by prior appropriation or establishment of a sinking fund.

Section 15. Duty to Mitigate Damages; Limitation of Remedies, Liability and Damages.

- (A) The District and the Member Cities shall all have a duty to mitigate damages pursuant to this Agreement, and each shall use commercially reasonable efforts and Prudent Utility Practice to minimize any damages they may incur because of the other party's non-performance of this Agreement, including with respect to termination of this Agreement.
- (B) EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IN COMPLIANCE WITH SECTION 271.153 OF THE TEXAS LOCAL GOVERNMENT CODE, NEITHER PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR EXEMPLARY OR CONSEQUENTIAL DAMAGES (WHETHER OR NOT ARISING FROM ITS STRICT LIABILITY) TO ANY OTHER PARTY.

Section 16. Dispute Resolution.

- (A) *Step Negotiations.* The parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated herein promptly by negotiation, as follows: Any party may give the other parties written notice of any such dispute not resolved in the normal course of business. Executives of all parties at one level above the facility personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no

meeting of such executives has taken place within fifteen days after such referral, any party may initiate mediation as provided hereinafter. If a party intends to be accompanied at a meeting by an attorney, the other parties shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal and Texas rules of evidence. Each party will bear its own costs for this dispute resolution phase.

- (B) *Mediation.* If any dispute arising out of or relating to this Agreement or any of the transactions contemplated herein are not resolved in accordance with the procedures set forth in subsection (A) of this section, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the parties may agree to, any party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.
- (C) *Preliminary Injunctive Relief.* Nothing in this section shall preclude or be construed to preclude the resort by any party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm.
- (D) *Performance During Pendency.* Until and unless this Agreement is terminated, the parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute that is made the subject of step negotiations and mediation under this section.

Section 17. Miscellaneous.

- (A) *Counterparts.* This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
- (B) *Governing Law; Venue.* This Agreement is governed by and shall be construed under the Laws of the State of Texas. This Agreement is performable in and venue for any action arising under this Agreement shall be in Morris County, Texas.
- (C) *Waiver.* No waiver of any breach of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any subsequent breach.
- (D) *Nature of Obligations.* This Agreement is intended only for the parties' benefit. There are no third-party beneficiaries. Nothing in this Agreement may be construed to create any duty to, any standard of care concerning, or any liability to any person not a party to this Agreement.
- (E) *Modification.* The provisions of this Agreement, including any exhibits, may only be modified by written agreement duly executed by each party. The parties hereby stipulate and agree that this Agreement was entered into because of arm's-length negotiations between the parties, thus the parties believe that the terms and conditions of this Agreement are just and reasonable, are in the public interest, and will remain so over the life of the Agreement. Absent the agreement of the parties to a proposed change and unless otherwise provided in this Agreement, the standard of review for changes to any portion of this Agreement proposed by a non-party (such as the Public Utility Commission of Texas acting *sua sponte*), will be the strictest standard of review permissible

to preserve the intent of the parties to uphold the sanctity of contracts without modification, which in no event will be lower than the "public interest" standard of review set forth in *High Plains Natural Gas Co. v. Railroad Commission*, Tex. Civ. App. – Austin 1971, writ ref'd n.r.e.).

(F) *Severability*. If any provision of this Agreement shall be determined to be unenforceable, void or otherwise contrary to Law, rendered inapplicable, or invalid, such condition shall in no manner operate to render any other provision of this Agreement unenforceable, void or contrary to Law, and this Agreement shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Agreement. In the event that any of the provisions, or portions or applications thereof, of this Agreement are held unenforceable or invalid by any court of competent jurisdiction or rendered inapplicable or invalid, the District and the Member Cities shall negotiate in good faith to attempt to implement an equitable adjustment to the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision(s) that is unenforceable, void, or contrary to Law with a valid provision the economic effect of which comes as close as practicable to that of the provision that has been found to be unenforceable, void, contrary to Law.

(G) *Assignment*. None of the parties may assign this Agreement without the written consent of the other parties.

(H) *Rules of Construction*. The capitalized terms in this Agreement and not otherwise defined below shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement but not otherwise specifically defined shall have meanings as commonly used in the English language and, where applicable, in Prudent Utility Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- The masculine shall include the feminine and neuter.
- This Agreement was negotiated and prepared by both parties with the advice and participation of counsel. The parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one party on the ground that such party is the author of this Agreement or any part hereof.
- Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.
- Use of the words "include" or "including", or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

(I) *Entirety*. This Agreement contains all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of treated potable water as contemplated herein. This Agreement supersedes and replaces all prior agreements between the District and the Member Cities regarding the provision of treated potable water, whether written or oral. This Agreement does not impact the 1998 raw water supply agreement between the District and the Member Cities regarding revenue sharing of income the District receives from raw water sales. This Agreement

does not impact the portion of the 1998 agreement between the District and the City of Pittsburg whereby the District leases the Pittsburg Water Treatment Plant site, a certain water intake site, and certain easement properties to utilize in the District's System.

(J) *Captions, Titles and Headings.* Captions, titles and headings used in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

(K) *Texas Local Gov't Code.* The parties agree this Agreement is a contract for goods and services subject to Subchapter I, Chapter 271, TEX. LOC. GOV'T CODE, as amended.

(L) *Further Assurances.* Each party shall, from time to time, upon the written request of any other party, execute and deliver such further instruments and documents as shall be necessary to perform its obligations hereunder.

(M) *Time of the Essence.* Time is of the essence with respect to all provisions of this Agreement in which a definite time of performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided in this Agreement.

(N) *Operating Expenses.* Each of the Member Cities, respectively, represents and covenants that all payments to be made hereunder by it constitute reasonable and necessary "operating expenses" of its waterworks system or its combined waterworks and sewer system, as defined in Sections 791.026(c) and 1502.056(c) of the Texas Government Code, or other similar law, and that all such payments will be made from the revenues of its waterworks system or its combined waterworks and sewer system. All payments to be made by any of the Member Cities under this Agreement constitute reasonable and necessary operating expenses of the Member Cities. As required by Section 791.026(b) of the Texas Government Code, each, Member City agrees that it shall not obtain treated water from any source of supply other than the District's during the Term of this Agreement, except as provided herein. The Member Cities agree that they will, during the Term, establish and maintain rates and charges for their utility system that are reasonably expected, based on available information and experience and with due allowances for contingencies, to produce gross system revenues in each Fiscal Year reasonably anticipated to be sufficient to pay their operating expenses as provided in this section and to pay their Annual Payment hereunder.

(O) *Notices.* Any notice required or desired to be given from one party to any other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Any party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If to the District:

Northeast Texas Municipal Water District
P.O. Box 955
Hughes Springs, Texas 75656
Attention: General Manager

If to the City of Avinger:

If to the City of Daingerfield:

If to the City of Hughes Springs:

If to the City of Jefferson:

If to the City of Lone Star:

If to the City of Ore City:

If to the City of Pittsburg:

EXECUTED on the dates indicated below but deemed to be effective as of the ____ day of _____, 2024 (the "Effective Date").

DISTRICT:

THE CITY OF AVINGER:

By: _____
George Otstott
President, Board of Directors
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

THE CITY OF DAINGERFIELD:

THE CITY OF HUGHES SPRINGS:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

THE CITY OF JEFFERSON:

THE CITY OF LONE STAR:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

THE CITY OF ORE CITY:

By: _____
Name: _____
Title: _____
Date: _____

THE CITY OF PITTSBURG:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

The District's System has the production capacity to provide each of its Member Cities with treated potable water to meet their monthly or annual needs at the following Points of Delivery, rates, and limitations:

- The City of Avinger. The Point of Delivery for the City of Avinger is NETMWD's ground storage tank at Highway 155 and South Main. The District will provide Avinger with up to 35,814,450 gallons of treated water annually at a rate sufficient to meet the City's demands. At times of peak demand, the District will provide a rate of 0.6 GPM per connection.
- The City of Daingerfield. The Point of Delivery for the City of Daingerfield is NETMWD's ground storage tank at Carpenter Street. The District will provide Daingerfield with up to 161,650,900 gallons of treated water annually at a rate sufficient to meet the City's demands. At times of peak demand, the District will provide a rate of 0.6 GPM per connection.
- The City of Hughes Springs. The Point of Delivery for the City of Hughes Springs is NETMWD's ground storage tank at FM 161. The District will provide Hughes Springs with up to 214,211,535 gallons of treated water annually at a rate sufficient to meet the City's demands. At times of peak demand, the District will provide a rate of 0.6 GPM per connection.
- The City of Jefferson. The Point of Delivery for the City of Jefferson is NETMWD's ground storage tank at FM 881. The District will provide Jefferson with up to 209,096,450 gallons of treated water annually at a rate sufficient to meet the City's demands. At times of peak demand, the District will provide a rate of 0.6 GPM per connection.
- The City of Lone Star. The Point of Delivery for the City of Lone Star is NETMWD's ground storage tank at CR 2303. The District will provide Lone Star with up to 86,986,000 gallons of treated water annually at a rate sufficient to meet the City's demands. At times of peak demand, the District will provide a rate of 0.6 GPM per connection.
- The City of Ore City. The Point of Delivery for the City of Ore City is NETMWD's ground storage tank at Front Street. The District will provide Ore City with up to 46,000,000 gallons of treated water annually at a rate sufficient to meet the City's demands. At times of peak demand, the District will provide a rate of 0.6 GPM per connection.
- The City of Pittsburg. The Point of Delivery for the City of Pittsburg is NETMWD's ground storage tank at 1256 GM 250. The District will provide Pittsburg with up to 203,460,300 gallons of treated water annually at a rate sufficient to meet the City's demands. At times of peak demand, the District will provide a rate of 0.3 GPM per connection. The City of Pittsburg supplements their water needs with wells to reach 0.6 GPM per connection.

**AGREEMENT BETWEEN THE
NORTHEAST TEXAS MUNICIPAL WATER DISTRICT
and
CITY OF AVINGER, TEXAS,
CITY OF DAINGERFIELD, TEXAS,
CITY OF HUGHES SPRINGS, TEXAS,
CITY OF JEFFERSON, TEXAS,
CITY OF LONE STAR, TEXAS,
CITY OF ORE CITY, TEXAS, and
CITY OF PITTSBURG, TEXAS**

for

WATER SUPPLY

STATE OF TEXAS §
 §
COUNTY OF MORRIS §

This AGREEMENT is made and entered into on this the 11 day of May, 1998, by and between the Northeast Texas Municipal Water District ("District"), a conservation and reclamation district, a body politic and corporate and a governmental agency of the State of Texas, and City of Avinger, Texas, City of Daingerfield, Texas, City of Hughes Springs, Texas, City of Jefferson, Texas, City of Lone Star, Texas, City of Ore City, Texas, and City of Pittsburg, Texas (collectively the "Cities"), all of which Cities are municipalities, bodies corporate and politic, and political subdivisions of the State of Texas.

W I T N E S S E T H:

WHEREAS, the District is a conservation and reclamation district created pursuant to TEX. REV. CIV. STAT. ANN. art. 8280-147, under authority of TEX. CONST. art. XVI, § 59, and the Cities are municipal corporations and political subdivisions of the State of Texas, the territory of which constitute the District's boundaries; and

WHEREAS, the District and the Cities desire to improve the efficiency and effectiveness of their governments and promote the purposes for which they exist, by availing themselves of the provisions of the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. §§ 791.001-791.029 (Vernon 1994), which Act provides the basis for the District and the CITIES to contract with one another to the greatest possible extent; and

WHEREAS, the District operates Lake O' The Pines, and owns certain water rights pursuant to Certificate of Adjudication No. 04-4590, as a source of domestic and municipal water supply for individuals within the District, including citizens of the Cities, in addition to other authorized purposes stated in the certificate; and

WHEREAS, the Cities desire to secure a long term supply of water and the District has water available not contractually or otherwise committed to others and available for the Cities' use; and

WHEREAS, the District has determined that the supply of water made herein is within the District's power under the District's enabling act to supply water, Acts 1953, 53rd Leg., ch. 78, as amended, and TEX. GOV'T CODE ANN. § 791.026 (Vernon 1994) to make contracts with municipalities regarding water supply, transmission, and treatment facilities;

NOW, THEREFORE, in consideration of the premises, mutual covenants, benefits, and other consideration recited herein and accruing to the parties, the receipt and sufficiency of which are hereby acknowledged, the District and Cities mutually agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. **Definitions.** In addition to the terms defined above, the following terms shall have the meaning assigned to them below wherever they are used in this Contract, unless the context clearly requires otherwise:

"Authorized Representative" means such persons at the time designated by the parties' respective governing bodies, which in the case of the District is the General Manager, or his designated representative, and in the case of the Cities is the individual City Manager of each City, or his designated representative.

"Changed Circumstances" includes but is not limited to termination, cancellation or expiration of any water supply contract between the District and any party that exists as of the effective date of this Contract.

"Cities" is defined in the introduction of this Contract.

"City" is defined as any single City that is identified in the introduction of this Contract and is a party hereto.

"City Manager" means the City Manager, or if the City is not a municipality that utilizes a City Manager, then the City Secretary of the City in question, or his designated representative.

"Contract" means this agreement.

"Delivery Point" means the mutually agreeable point at which water will be delivered to the Cities.

"District" is defined in the introduction of this Contract.

"Federal Contract" means the agreement between the United States of America and the District whereby the District contracted for water storage in Lake O' the Pines dated December 1, 1954, and a supplemental agreement containing modification No. 1 thereof dated June 20, 1955.

"Force Majeure" is defined in Section 5.10 of this Contract.

"General Manager" means the General Manager of the District or his designated representative.

"Lake O' the Pines" means the lake and related facilities located on Cypress Creek, approximately five miles west of Jefferson, Texas, which are owned by the United States of America and in which the District has acquired the conservation storage space pursuant to the Federal Contract and the authority obtained from the State of Texas to appropriate the water pursuant to Certificate of Adjudication No. 04-4590.

"New Allocation" means the allocation of 22,000 acre-feet of water in Lake O' the Pines of the aggregate 47,000 acre-feet being provided under this Contract.

"Previous Allocation" means the allocation of 25,000 acre-feet of water in Lake O' the Pines that the District's board has previously allocated to the Cities pursuant to a resolution of the District's board of directors dated November 27, 1978, which is part of the 47,000 aggregate acre-feet of water being provided under this Contract.

"State" means the State of Texas.

"TNRCC" means the Texas Natural Resource Conservation Commission or any successor agency for the State performing substantially the same functions.

Section 1.02. **Interpretation.** The caption headings of this Contract are for reference only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. This Contract and all terms and provisions, including exhibits, hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Contract.

ARTICLE II

ACQUISITION AND CONSTRUCTION OF CITY PROJECT

Section 2.01. **General.** Subject to the remaining terms and provisions of this Contract, at their sole expense, the Cities agree to construct and/or acquire on their side of the point of delivery, the pumps, pipeline, storage tanks and easements and rights-of-way (hereafter referred to as "the Cities' Projects") necessary for them to use the water acquired from the District. However, nothing herein shall prohibit the District and the Cities from agreeing in the future that the District may, from time to time, provide funds for the use and benefit of the individual Cities for construction and/or

improvements on the pumps, pipeline, storage tanks, easement acquisitions, and rights-of-way as may be necessary to improve and/or construct said facilities, provided that such agreement shall be one in which the District receives adequate compensation and has the legal power to enter; further, the parties contemplate that in such an agreement, the District might provide this service to the Cities in lieu of comparable compensation that is provided in this Contract. The District and the Cities agree that any such monies spent or other money spent for capital improvements on the Cities side of the point of delivery shall benefit each member City in an amount proportionate to their share as set forth in section 3.01, *infra*, and no City shall benefit disproportionately

Section 2.02. Location of Diversion Facilities; Delivery Point. The Cities' points of delivery will be located as to be mutually agreed upon by each City and the District.

Section 2.03. Ownership and Operation of City Facilities. The Cities' facilities shall be owned and operated by the City, and the City will pay all expenses of operation and maintenance and any other expenses of any kind associated with the City's facilities.

ARTICLE III

WATER ACQUISITION AND OPTION

Section 3.01. Delivery and Acceptance of Requirements; Title. Subject to the terms and conditions of this Contract and in confirmation of the action of the District's board of directors on November 27, 1978 to allocate water to the Cities, the District agrees to provide to the Cities at the point of delivery water from Lake O' the Pines in amounts up to and including 47,000 acre-feet per annum for municipal and industrial use. The aggregate 47,000 acre-feet shall be apportioned among the individual cities based upon the initial investment which the Cities made, through tax contributions, to create the District as follows:

City —	<u>Percent Contribution</u>	<u>Allocated Amount in Acre-Feet</u>
City of Avinger	3.3%	1,551
City of Daingerfield	22.5%	10,575
City of Hughes Springs	12.3%	5,781
City of Jefferson	20.8%	9,776
City of Lone Star	10.3%	4,841
City of Ore City	5.9%	2,773
City of Pittsburg	<u>24.9%</u>	<u>11,703</u>
Total	100%	47,000

The Cities agree to receive and take at the Delivery Point such water for municipal and industrial use. Title to the water sold pursuant to this Contract shall pass to each City at the Delivery Point when the water is delivered. The Cities understand and agree that they are not purchasing or otherwise acquiring any interests in the storage rights in Lake O' The Pines. The Cities agree that District shall maintain all rights to manage and develop the water stored in Lake O' The Pines, regardless of any terms or provisions of this Contract.

Section 3.02. Compensation, Development and Sale of Water. The District recognizes the contributions made by each City in tax revenues in the percentages set forth in Section 3.01 as partial consideration for this Contract. The Cities shall provide such further consideration, the adequacy of which is acknowledged, as set forth below. No water subject to this Contract shall be delivered outside of the city limits of any of the Cities without the express prior written consent of the District. Except as provided in Section 3.07 of this Contract, should the District develop or otherwise arrange for the sale of any of the water that the Cities are receiving under this Contract, the District will pass through to each City a prorata amount of any net revenues received from such sale. The District may make deductions from such net revenues for management, overhead, maintaining the quality of the water as required herein, legal, engineering, and consulting expenses, including expenses necessary for regulatory approval of any sale or delivery of water and regulatory or litigation related expenses to protect the water quality as required herein. The deductions described in the preceding sentence, for each and every year in which the District stores and handles the water to be received under this Contract, regarding expenses incurred by the District for handling the raw water to be received under this Contract, shall be limited to those actual expenses incurred in the prior fiscal year of the District as determined by its audited financial statements, plus an additional amount each year if shown on the audited financial statements of up to, but not exceeding, 5% of the prior year's expenses. For purposes of this Contract, the prior year shall be defined as the fiscal year of the District beginning September 1, 1994, and ending August 31, 1995, for any raw water sold prior to August 31, 1998. For any raw water sold after August 31, 1998, the prior year will begin with the fiscal year beginning September 1, 1997, and ending August 31, 1998. For the remainder of the Contract, the prior year shall mean the immediately preceding fiscal year of the District. Notwithstanding the preceding limit of 5% on any increases of expenses allocable to the sale of raw water received under this Contract, the Cities may agree with the District, with the consent of at least five of the seven Cities, upon a request by the District, to approve such request for deductions in excess of a 5% increase from the prior year, upon a showing of reasonableness by the District. This approval shall not be unreasonably withheld on the part of the Cities. For any untreated or raw water made available to the Cities through this Contract, the compensation to the District for such amounts of raw water made available to the Cities shall be at a price that is reasonable, just, and nondiscriminatory at the time the District delivers the raw water. Such price shall take into effect the District's costs and expenses for storing, developing, and maintaining the quality of the raw water as required herein, including management and overhead, legal, engineering, and consulting expenses, including expenses necessary for regulatory approval of any sale or delivery of water and regulatory or litigation related expenses to protect the water quality as required herein. In any sale of water by the District for use outside of any of the city limits of any of the Cities, the Cities agree that such sale shall require that the District provide for any treatment of the water that may be necessary for the purchaser, if the District chooses to provide such treatment. For any treated or potable water

provided by the District to the Cities, the compensation to the District shall be at such price, terms, and conditions of delivery, as are set forth in the pre-existing individual Water Supply Contracts between the District and the Cities of Avinger, Daingerfield, Hughes Springs, Jefferson, and Lone Star, for those Cities. For the Cities of Ore City and Pittsburg, the compensation, terms and conditions of delivery shall be as agreed in the future between the District and the individual Cities at such rates and such service which are reasonable, just and non-discriminatory. The District agrees that any expenses or costs retained in connection with the raw water provided under this Contract shall be at such amounts as shown within the District's regular audits; the parties agree that the District has the sole discretion to determine its auditor.

Section 3.03. Measurement of Water. The District shall furnish, install, operate and maintain the necessary equipment and devices of standard type for measuring properly and controlling the quantity of water delivered under this Contract, which facilities shall be located at a location of the District's choice. Such meter or meters or other equipment so installed shall remain the property of the District. The Cities shall have access to such metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by employees or agents of the District. For the purposes of this Contract, the original record or reading of the meter or meters shall be in a journal or other record book of the District in its office. Upon written request by any City, the District shall give the City a copy of the journal or record book, or permit the City to have access to the same in the office of the District wherein such records are customarily kept during reasonable business hours.

Once in each calendar year, at intervals of approximately twelve (12) months, the District shall calibrate its meter or meters if requested in writing by the City to do so, in the presence of a representative of the City, and the parties shall jointly observe any adjustment necessary, and if the check meters hereinafter provided for shall have been installed, the same shall also be calibrated by the City in the presence of a representative of the District and the parties shall jointly observe any adjustment in case any adjustment is necessary. If any City Manager shall in writing request the District to calibrate its meters, the District shall give the City notice of the time when any such calibration is to be made. If the representative of the City is not present at the time set, the District may proceed with calibration and adjustment in the absence of any representative of the City.

Any City may, at its option and expense, install and operate a check meter to check each meter installed by the District, but measurement of water for the purposes of this Contract shall be solely by the District's meters, except in cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the District, but the reading, calibration and adjustment thereof shall be made only by the City, except during any period when the check meter may be used under provision hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be by the District with like effect as if such check meter or meters had been furnished or installed by the District.

If upon any test, pursuant to this Section, the percentage of inaccuracy of any metering equipment is found to be in excess of five percent (5%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the Authorized Representatives of the District and any City upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters of the same which have been installed and are registering accurately. Otherwise, the amount of water delivered during such period may be estimated (a) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (b) by estimating the quantity of water delivered by deliveries during the preceding period under similar conditions when the meter or meters were registering properly.

Section 3.04. Quality of Water. The District and the Cities recognize that water quality is vitally important to each of the parties to this Contract, and each agree to cooperate with the others to preserve the quality of the raw water supply. If the District uses its best reasonable efforts to preserve the quality of raw water provided in this Contract, it shall have no financial liability to the Cities for a change in raw water quality which prevents the use of the raw water for the purposes contemplated under this Contract. If such degradation of raw water quality does occur, the Cities shall be excused from making payments under this Contract for raw water except for the raw water actually delivered to the Cities. Provided, however, if the quality of the raw water thereafter improves such that the raw water can be used for all purposes contemplated under this contract, the Cities' obligations for payment of raw water under Section 3.03 shall resume.

Section 3.05. TNRCC Jurisdiction. The Contract is subject to the rules and regulations of the TNRCC or its successor.

Section 3.06. Source of Payments. The District and the City agree that no tax revenues of any City shall be pledged to the payment of any amounts to be paid by the City to the District under this Contract, nor shall the District have the right to demand payment of any amounts to be paid by any City under this Contract from funds raised or to be raised from taxation from the City. It is expressly understood by the Cities and the District that all payments due by the Cities hereunder have been made from the revenues the District has to date received from the Cities from each City's Waterworks and Sewer System or prior ad valorem assessment. The water supply to be obtained pursuant to this Contract is essential and necessary to the operation of each City's Waterworks and Sewer System and that all payments to be made hereunder by it will constitute reasonable and necessary "Operating Expenses" of the Waterworks and Sewer System as defined in Article III of the revised Civil Statutes of Texas of 1925, as amended; and that all such payments will constitute reasonable and necessary Operating Expenses of each City's Waterworks and Sewer System under any and all Waterworks and Sewer System revenue bond issues of the Cities, with the effect that each City's obligation to make payments from its Waterworks and Sewer System revenues under this

Contract shall have priority over its obligation to make payments of the principal of and interest on any and all of its Waterworks and Sewer System revenue bonds.

Section 3.07. Prior Agreements. Nothing in this Contract shall be construed to affect or modify any prior water supply contract or other agreement between the District and any one or more Cities, or third parties and this Contract is written subject to any other prior written agreements, including the rights of existing water supply customers of the District who use the water for those customer's own use. The Cities agree that the District, with the consent of at least five of the seven Cities, shall have the right to sell to the District's existing customers any New Allocation water that is not specifically already under contract to the District's existing customers, and that the Cities' rights to use, or the District's rights to develop, such water shall be subordinate to the rights, if any, of such existing customers to use the New Allocation water for their own use. Any revenues for such sale of New Allocation water not specifically under contract to the District's existing customers shall be allocated to the Cities, and expenses recovered by the District, as set forth in Section 3.02.

Section 3.08. Reporting. The District agrees to submit annual written reports to the TNRCC in accordance with the rules of the TNRCC, regarding the quantities of water delivered to each of the Cities. The District will concurrently forward a copy of each of these reports to the Cities.

Section 3.09. Sources of Water for the City. The Cities avail themselves of the benefits of TEX. GOV'T CODE ANN. § 791.026 (Vernon 1994) (Texas Interlocal Cooperation Act), to obtain part of their water supply from the District as provided by this Contract, and the District avails itself of this statute to provide such water supply.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01. Regulatory Approvals. The District agrees to use its best efforts to acquire any necessary regulatory approvals to supply the water under this Contract. This Contract is subject to the constitutions, and all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agent of any of them.

ARTICLE V

TERMINATION; OPTION TO RENEW; GENERAL PROVISIONS

Section 5.01. Term. The term of this Contract shall be for a period of one hundred (100) years beginning on the effective date and terminating on the same month and day in the year 2098, unless sooner terminated as herein provided.

Section 5.02. Termination by the District. This Contract may be terminated by the District if it becomes illegal or impossible for the District to perform its obligations under this Contract as a result of the occurrence of any one or more of the following:

(a) the cancellation, amendment or other limitation by any local, state, or federal agency of any of the permits, amendments, licenses or authorizations required for the appropriation of water from Lake O' the Pines for municipal or industrial use, or for the sale to the Cities of the water to be furnished hereunder, or for the operation of Lake O' the Pines, despite the District's reasonable efforts to resist or avoid any such cancellation, amendment or other limitation, or

(b) the promulgation or issuance of any order, rule, regulation or determination by a court or governmental agency that prevents the District from performing under this Contract, despite the District's reasonable efforts to resist or avoid any such order, rule, regulation or determination.

Section 5.03. Termination by the City. This Contract may be terminated by any City for that individual city if:

(a) it becomes illegal or impossible for the City to take the water as a result of the occurrence of any one or more of the following:

(i) the failure of any local, state or federal agency to issue or approve any of the permits, amendments, licenses or authorizations required for the City to construct the necessary facilities to receive the water,

(ii) the revocation or modification of any such permit, amendment, license or authorization, or

(iii) the promulgation or issuance of any order, rule or regulation or determination by a court or governmental agency.

(b) it becomes illegal or impossible for the City to utilize the water furnished or to be furnished hereunder as a result of the occurrence of any one or more of the following:

(i) the cancellation, amendment or other limitation by any local, state or federal agency of any of the permits, amendments, licenses or authorizations required for the appropriation of water from Lake O' the Pines for municipal or industrial use, or for the purchase and use by the City of the water to be furnished hereunder, or for the construction of the City's projects to enable its use of water supplied by the District, or

(ii) the promulgation or issuance of any order, rule, regulation or determination by a court or governmental agency.

Section 5.04. Notice of Termination. If any party desires to terminate this Contract by reason of any of the events described in Section 5.02 or Section 5.03 above, it shall, within three (3) months after it acquires knowledge of such event, deliver to the other party a written notice stating such desire, describing the event, and specifying the date on which this Contract is to terminate, which date shall be at least six (6) months from the date of such notice. Provided that a party's failure to timely provide written notice of termination is not a waiver of the party's right to terminate the Contract. Further provided that no interruption of service to a City may occur without ninety (90) days prior written notice, unless such notice or interruption is due to a factor within Section 5.10.

Section 5.05. Option to renew. If, at the expiration of the fixed term of this Contract as above, provided the City is not in default and this Contract is then in full force and effect, the City shall have an absolute right to renew and extend this Contract for an additional period of one hundred (100) years on the terms and conditions providing for the supply at a rate which are reasonable, just and nondiscriminatory as negotiated by the parties, provided that the City delivers written notice to the District by registered or certified mail, postage prepaid and properly addressed first class United States mail of its intention to do so not less than one (1) year prior to the expiration of the original term herein provided. The parties agree to commence their negotiations immediately after the giving of the notice.

Section 5.06. Hold Harmless. The District shall hold harmless the Cities, collectively and individually, and their officers and employees from any and all claims and causes of action which may be asserted by any person whether natural or corporate, entity, state or federal government or agency, or subdivision thereof, on account of, or arising from, or accruing as a result of the purchase, transportation, or delivery of the water subject to this Contract before the water passes the Delivery Point. The Cities shall hold harmless the District, and its officers, directors and employees, from any and all claims and causes of action which may be asserted by any person whether natural or corporate, entity, state or federal government or agency, or subdivision thereof, on account of, or arising from, or accruing as a result of the purchase, transportation, or delivery of the water subject to this Contract after the water passes the Delivery Point.

Section 5.07. Other Sales. (a). The Cities recognizes that the District may sell raw and/or treated water diverted from Lake O' the Pines to other customers from water that is not subject to this Contract. As of the effective date of this Contract, the District has authorization for a total of 159,800 acre feet for planning purposes that is not allocated for worst-case drought conditions or releases required by any existing contracts with the United States government or any of its agencies or departments. The Cities recognize that the 47,000 acre feet of water subject to this Contract does not include water that the District has contracted to others as of the effective date of this Contract, except that already contract to the Cities in prior water supply agreements. Before the District engages in any future sales of the District's water, the District shall notify the Cities, and if five of the seven Cities notifies the District within 60 days of the date of the District's notice to the Cities

that the Cities desire the District to sell the water provided under this Contract, the District shall sell that quantity of water to any third party.

(b). The District reserves the right of first refusal, and shall be accorded that right by each City, to sell wholesale untreated or raw water to all untreated or water customers and wholesale treated water to water customers located or to be located outside each City's corporate boundaries. The District shall have thirty (30) days from the date of notification by the City to exercise its right of first refusal. In this subsection, wholesale shall mean any resale or other transfer of any of the water acquired under this Contract.

Section 5.08. Shortages and Conservation. The District agrees that it will not contractually or otherwise commit to others the 47,000 acre-feet acquired by the Cities, without the prior approval of at least five of the seven Cities. The Cities agree that in the event it becomes necessary to ration water from Lake O' the Pines to meet the water supply needs of the District's customers, the rationing shall be done by the District, with notice to the City, within the limitations permitted by law. Further, the parties agree that as the firm yield of Lake O' The Pines declines with age, the privilege of Cities to divert their water will be reduced proportionally due to the loss of impounding capacity of the lake. In the event of a catastrophic occurrence that causes reductions in the firm yield of the lake, Cities' diversion rights will be reduced proportionally. Further, in the case of drought, the quantity of water that Cities may divert from Lake O' The Pines shall be reduced in proportion to the reduction in the firm yield of the lake; provided further, that if District must implement its Drought Contingency Plan, the Cities will restrict their uses consistent with that plan.

Each City acknowledges that the State requires conservation of water resources and agrees to cooperate with the District to meet conservation requirements established by the State. Each City agrees to assist the District to preserve the water supply and meet the statutory requirements imposed by Senate Bill 1, Acts 1997, 75th Leg., R.S., ch. 1010, p. 3610, and any amendment thereto.

Section 5.09. Default. If any party defaults in the observance or performance of any of the provisions, agreements or conditions to be observed or performed on its part under this Contract, the other parties may give written notice to the parties in default of its intention to terminate this Contract, specifying the failure or default relied upon. Upon the expiration of forty-five (45) days after the giving of such notice, this Contract shall terminate unless, within such forty-five (45) day period, or such longer period as may be specified in such notice or any amendment of or supplement to such notice, the default specified in such notice shall have been fully cured.

Section 5.10. Force Majeure. If by reason of force majeure, either party shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, and if such party gives notice and full particulars of such force majeure, in writing, to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations for the payment of money), so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed, including a reasonable time for

removal of the effect thereof. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or any state, or any agency or political subdivision of the United States or any state, or any other civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fire, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or accidents to machinery, transmission pipes or canals, shortages of labor, material or supplies, or transportation, or any other cause not reasonably within the control of the party claiming such inability. The requirement that any force majeure shall be reasonably beyond the control of the party shall be deemed to be fulfilled even though the existing or impending strike, lockout or other industrial disturbance may not be settled but could have been settled by acceding to the demand of the opposing person or persons. The parties shall use their best efforts to remove the cause of any force majeure; provided further, to the extent the inability does not continue the Cities shall retain their right to receive the volume of water that would have otherwise been delivered, and may make the diversions of the water as soon as is reasonably possible, or upon such other terms as the parties may agree.

Section 5.11. Assignment. A City may not transfer or assign its interests under this Contract, or transfer its rights or delegate its duties hereunder without the prior written consent of the District and approval of five of the seven member Cities. The District shall not assign this Contract without the consent of five of the seven member Cities.

Section 5.12. Amendment. Any party may seek negotiations to revise this Contract at any time. At least once every ten years, the parties shall meet to determine if circumstances have changed which would warrant negotiations to modify this contract. No amendment shall be effective without a written agreement by all the parties; however, upon the basis of changed circumstances, an amendment shall be effective with the agreement of five of the seven Cities and the District.

Section 5.13. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by certified or registered first-class mail, postage prepaid, addressed

if to the District:

Northeast Texas Municipal Water District
P.O. Box 955
Hughes Springs, Texas 75656

Attention: General Manager

if to any one or all Cities:

City of Avinger
P.O. Box 356
Avinger, Texas 75630

Attention: City Secretary
With an additional notice to the attention of the Mayor at the same address

City of Daingerfield
108 Coffey Street
Daingerfield, Texas 75635

Attention: City Manager
With an additional notice to the attention of the Mayor at the same address

City of Hughes Springs
P.O. Box 805
Hughes Springs, Texas 75656

Attention: City Manager
With an additional notice to the attention of the Mayor at the same address

City of Jefferson
102 North Polk
Jefferson, Texas 75657

Attention: City Secretary
With an additional notice to the attention of the Mayor at the same address

City of Lone Star
P.O. Box 218
Lone Star, Texas 75668

Attention: City Manager
With an additional notice to the attention of the Mayor at the same address

City of Ore City
P.O. Box 327
Ore City, Texas 75683

Attention: City Secretary
With an additional notice to the attention of the Mayor at the same address

City of Pittsburg
P.O. Box 462
Pittsburg, Texas 75686

Attention: City Manager

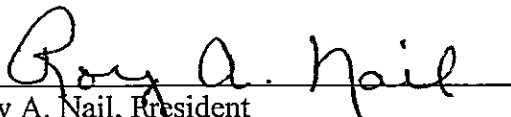
With an additional notice to the attention of the Mayor at the same address

or, in each case, at such other address as may hereafter have been designated more recently in writing by the addressee to the addressor.

Section 5.14. Governing Law, Entire Agreement, Etc. This Contract (a) may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument; (b) constitutes the entire agreement between the District and the Cities with respect to the subject matter hereof; (c) shall be governed in all respects, including validity; interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas; (d) may be modified only by an instrument signed by the duly Authorized Representative of each of the parties, and (e) shall not be construed as a contract for the benefit of a third party other than a permitted successor or assign of a party. In the event that a clause or provision of this Contract shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions thereof. Each party may specifically, but only in writing, waive any breach of this Contract by any other party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by the other party.


IN WITNESS WHEREOF, the District and the Cities have caused this Contract to be executed in their behalf by their duly Authorized Representatives, as of the date first set forth above.

NORTHEAST TEXAS MUNICIPAL WATER DISTRICT



Roy A. Nail, President

ATTEST:



W. B. Holsonbake
Secretary of the Board of Directors

RESOLUTION NO. 20240212-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, AUTHORIZING AND APPROVING THE IRVIN BALLPARK FACILITY PROJECT TO REMODEL AND UPGRADE THE BATHROOMS AT THE IRVIN BALLPARK FACILITY AND FOR THE PROJECT TO BE COMPLETED BY THE 4-A DAINGERFIELD ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE USE OF TYPE A MONIES TO FUND THIS TYPE B PROJECT; REQUIRING THE 4-A DAINGERFIELD ECONOMIC DEVELOPMENT CORPORATION TO ALLOCATE THE NECESSARY FUNDS TO FUND THE PROJECT; AUTHORIZING THE OVERSIGHT OF THE PROJECT; REQUIRING REPORTING ON THE PROJECT AND PROVIDING FOR RELATED MATTERS; PROVIDING FOR SEVERABILITY, OPEN MEETINGS, AND EFFECTIVE DATE CLAUSES.

WHEREAS, economic development is essential for the growth and prosperity of our community;

WHEREAS, the City Council has adopted an ordinance authorizing the Daingerfield Type A Economic Development Corporation, under the authority provided under Section 504.171 of the Texas Local Government Code, to undertake any project that a Type B economic development corporation may undertake under Chapter 505 of the Texas Local Government Code;

WHEREAS, the Economic Development Type B Project Irvin Ballpark Facility Project has been proposed as a strategic initiative to stimulate economic growth and enhance the overall well-being of our community;

WHEREAS, the Project consists of the use of funds of the Daingerfield 4-A Economic Development Corporation to remodel/upgrade the bathrooms located at Irvin Ballpark;

WHEREAS, the "Project" includes land, buildings, equipment, facilities, and improvements found by the board of directors of the Daingerfield 4-A Economic Development Corporation to be required or suitable for the development, retention, or expansion of business enterprises if the project is undertaken by a Type B corporation authorized to be created by a municipality;

WHEREAS, the Board of the Daingerfield 4-A Economic Development Corporation has approved of the Project and any necessary hearings have been conducted as required by law;

WHEREAS, no economic development corporation of the City of Daingerfield has generated more than \$50,000 in sales and use tax revenues in the preceding two (2) fiscal years;

WHEREAS, The Irvin Ballpark Facility Project seeks to enhance the ballpark facilities with the goal of fostering growth within our community and securing a brighter future for our youth;

WHEREAS, the project aligns with the long-term economic development goals outlined in the City's and community's strategic plan;

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

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

Section 2. City Council Approval of Project. The City of Daingerfield City Council formally approves and endorses the implementation of the Economic Development Type B Project Irvin Ballpark Facility Project. (the "Project") and approves of and authorizes the Project and the use of the funds of the Daingerfield 4-A Economic Development Corporation to fund the completion of the Project.

Section 3. Allocation of Funds. The City Council's approval of the Project as set forth in this Resolution is contingent upon the Daingerfield 4-A Economic Development Corporation allocating the necessary budget and resources for the successful execution and completion of the Project.

Section 4. Authorization to Oversee Project. The Daingerfield 4-A Economic Development Corporation is appointed to oversee the planning, implementation, and monitoring of the Economic Development Type B Project Irvin Ballpark Facility.

Section 5. Collaboration. The Daingerfield 4-A Economic Development Corporation shall collaborate with relevant stakeholders, including local businesses, government entities, and community organizations, to ensure the success and sustainability of the Project.

Section 6. Reporting. Regular progress reports and updates on the Economic Development Type B Project will be provided to the City Council to ensure transparency and accountability.

Section 7. Commitment to Economic Development. that the Daingerfield City Council expresses its commitment to fostering economic development and prosperity within the community and encourages active participation and support from all stakeholders.

Section 8. Severability. If any provision, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Resolution shall not be affected. No portion of this Resolution shall be inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, therefore, all provisions of this Resolution are declared to be severable.

Section 9. Effective Date. This Resolution shall take effect immediately as authorized by the City Charter for the City and State law, and upon publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 10. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice

of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

FIRST READING on the 12th day of February 2024.

SECOND READING on the 13th day of March 2024.

PASSED AND APPROVED on this 22nd day of April, 2024.

ATTEST:

CITY OF DAINGERFIELD, TEXAS

Michelle Jones, City Secretary

Wade Kerley, Mayor

ESTIMATE

Lindberge Construction &
Renovations LLC
PO Box 533
Daingerfield, TX 75638

evanschas.ce@gmail.com
+1 (903) 617-8014

City of Daingerfield

Bill to
City of Daingerfield
101 Linda DR
Daingerfield, TX 75638

Ship to
City of Daingerfield
Irvin park ball-field

Estimate details

Estimate no.: 1042
Estimate date: 03/12/2024
Expiration date: 04/30/2024

#	Product or service	Description	Qty	Rate	Amount
1.	concrete	extend concrete slab 10x25	420	\$12.00	\$5,040.00
2.	plumbing	rough in plumbing to add 4 stalls 2 for men and 2 for womens/ must bust up old slab	6	\$1,000.00	\$6,000.00
3.	Framing	roof framing extention	420	\$9.7380952	\$4,090.00
4.	brick	block wall extention	540	\$18.5185185	\$10,000.00
5.	electrical	add 8 led lights	8	\$300.00	\$2,400.00
6.	drywall	ceilings	27	\$100.00	\$2,700.00
7.	mis	partitions metal for bathrooms	8	\$1,325.00	\$10,600.00
8.	air condition	two min split units (estimate only)	2	\$1,800.00	\$3,600.00
9.	roofing	metal roofing	17	\$120.00	\$2,040.00
10.	paint	paint interior and exterior of extention	840	\$4.2142857	\$3,540.00
11.	plumbing	handicap vanity/ 6 handicap toilets commercial grade/ 2 urinals	1	\$3,950.00	\$3,950.00
12.	door	two fire rated doors and locking hardware	2	\$1,600.00	\$3,200.00
13.	insulation		840	\$1.50	\$1,260.00

Total

\$58,420.00

Note to customer

Please note this will be a 4 to 5 week process once accepted. Upon start a materials deposit will be required since it exceeds the amount of \$10,000.00

Deposit amount will be \$19,645.00 for materials

If you are tax exempt please provide tax exempt information.

Thanks again

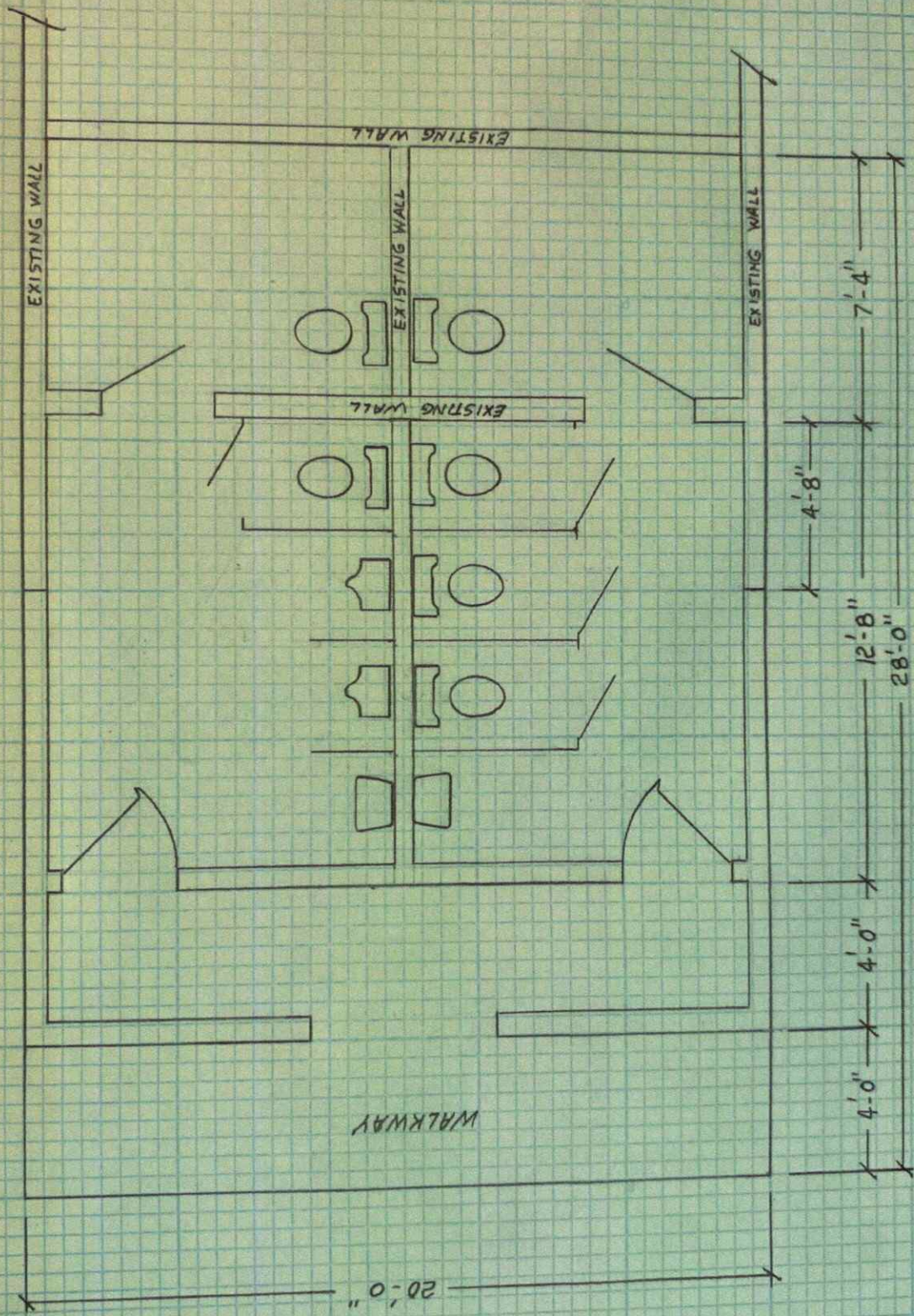
Charles Evans

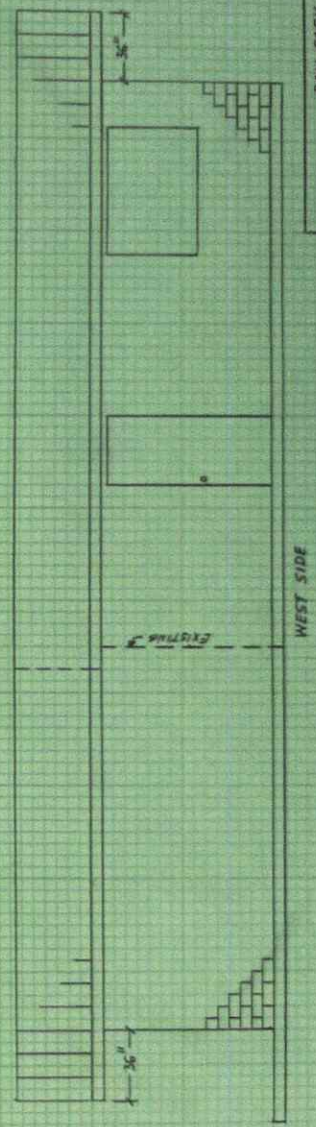
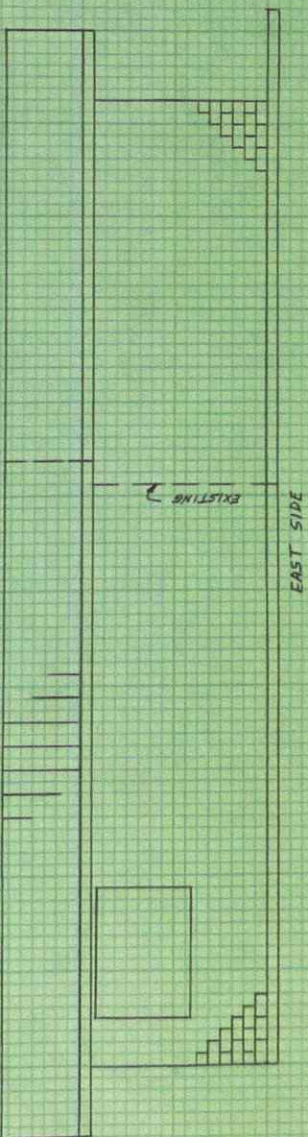
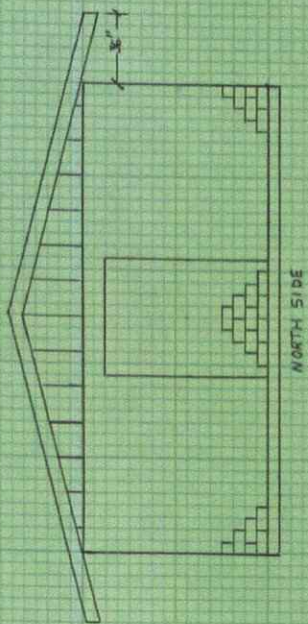
Contact # (903) 617-8014

Email- evanschac.ce@gmail.com

Expiry
date

04/30/2024





ELEVATIONS
 SCALE: 1/4" = 1'-0"
 DATE: 3-18-2024
 SHEET: 2 of 2

BALL PARK RESTROOMS
 IRVIN PARK
 DUNGERFIELD, TN



FIREWORK DISPLAY PERMIT APPLICATION

FOR OFFICIAL USE ONLY

PERMIT FEE: \$ _____ PERMIT # _____

DATE: _____ ENTERED BY: _____

LOCATION OF DEMONSTRATION: Visitor Parking Area - North of Mickey Mayne Stadium DATE/TIME: 5/17/24 8:35pm

REQUESTED BY: Danny Carey

DEMONSTRATION DESCRIPTION: Simple Fireworks Set-off

PERSON RESPONSIBLE FOR DEMONSTRATION: Nnemi De la Cruz / Class of 2024 parents

FIRE DEPARTMENT NOTIFIED: YES NO (will be if approved)

WILL THE FIRE DEPARTMENT BE PRESENT FOR DEMONSTRATION: YES NO (request will be made)

POLICE DEPARTMENT NOTIFIED: YES NO (will be if approved)

Affirmation: I certify that this demonstration shall be conducted under proper police supervision. By signing this application, you are verifying all information is correct and you are in compliance with City Ordinances. You also understand that this demonstration may be cancelled at any time by the City if conditions change.

SIGNATURE: Danny Carey DATE: 4-17-2024

PHONE NUMBER: 903-645-3968 x401 EMAIL: dcarey@dlsisd.org

City of Daingerfield
101 Linda Drive *Daingerfield, TX 75638 * 903 645 3906 * FAX 903 645 5488
www.cityofdaingerfield.com



Citizens Request to be Placed on the City Council Meeting Agenda

Name: Cody Sage (259 LLC) Phone: 903-736-1633

Meeting Date Requested: As soon as reasonably possible.

Question/Issue(describe in detail): 201 Cotton St. Location of new convenient store (Site Plan attached). There is an existing city sewer line running across our property where we plan to build a new convenient store. The line will be under concrete paving. Upon investigation, this sewer line is a very old clay pipe in poor condition. The new store will be utilizing this sewer line and we have concern over the pipe integrity. We are requesting assistance in replacing this sewer line.

Have you discussed this with the City Manager? Yes No When? 3/7/2024

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

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

The initial response to the request was no.

Why is the above response not adequate? We are concerned due to the location and age of the pipe that it will need replacing very soon and will be very difficult due to the location after construction.

What is the resolution you seek?(attach additional sheets if necessary) Reference sheet attached. We are seeking the city of Daingerfield to participate in the cost for replacing this section of sewer line, and will need direction from the city's engineer on replacement

I understand that such appearance requires the approval of the Mayor.

Signature

Note:

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

To be completed by City Staff:

Reviewed by the City Manager: [Signature] Date: 3-14-24

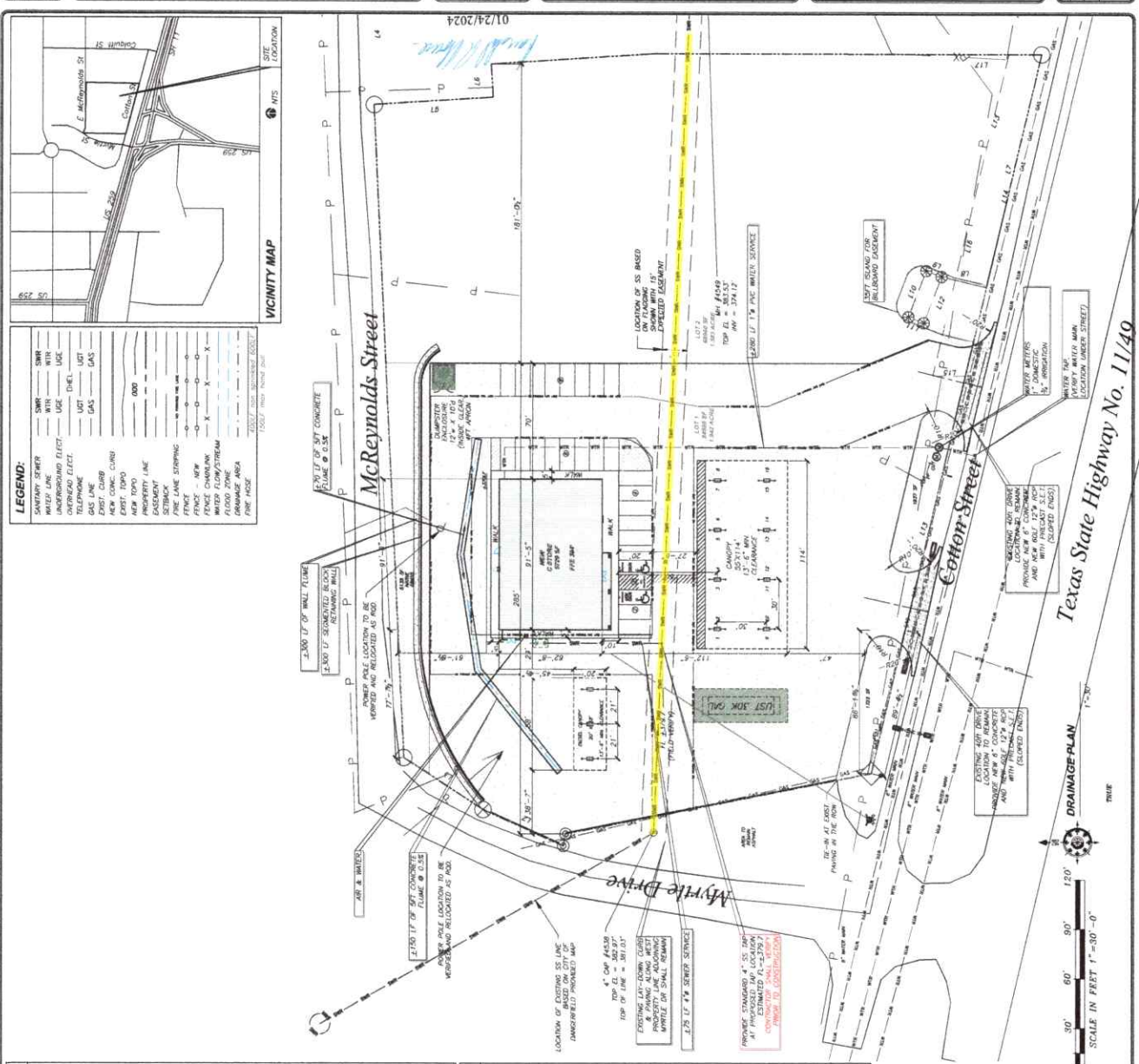
Mayor Signature: _____ Date: _____ Approved Denied

Citizen notified by: [Signature] Date: 3/19/24

Appointment scheduled with City Manager: NA Time: _____

City of Daingerfield

101 LINDA DRIVE • DAINGERFIELD, TEXAS 75638 • (903) 645-3906 • FAX (903) 645-5488



SYMBOLS LEGEND:	
(Symbol)	TEMPORARY BRUSH MARK
(Symbol)	FOUND PROPERTY CORNER (FPC)
(Symbol)	SET PIN
(Symbol)	CONCRETE MONUMENT
(Symbol)	WATER METER
(Symbol)	WATER VALVE
(Symbol)	CURB RET.
(Symbol)	FIRE MOUNT
(Symbol)	POWER POLE
(Symbol)	CUT WIRE
(Symbol)	AIR CONDITIONER
(Symbol)	LIGHT POLE / AND LIGHT
(Symbol)	ELECTRIC METER
(Symbol)	TELEPHONE PEDESTAL
(Symbol)	TELEPHONE MANHOLE
(Symbol)	GAS METER
(Symbol)	SEWER MANHOLE
(Symbol)	STORM/DRAINAGE MANHOLE
(Symbol)	SECURITY SENSOR
(Symbol)	BORE LOCATION
(Symbol)	TRAFFIC SIGN
(Symbol)	GATE
(Symbol)	SIGN

PROJECT DATA	
1. ADDRESS:	COTTON ST. & MYRLE
2. ZONING:	LIGHT INDUSTRIAL (LI)
3. GROSS LOT AREA:	84555 SQFT = 1.942 ACRE
4. CONSTRUCTION TYPE (ICC-3012):	CONCRETE
5. OCCUPANCY CLASS:	B-BUSINESS
6. BLDG. FLOOR AREA (FOR EACH BLDG.):	5729 SQFT
7. BUSINESS:	VERIFY WITH ARCHITECTURAL PLANS
8. BUILDING HEIGHT:	5729 SQFT
9. TOTAL AREA:	
10. TOTAL SPACES:	

PARKING REQUIREMENTS	
REGULATIONS (FOR EACH NEW BUILDING AS LISTED)	
COMPLIANCE STORY (1-250 - 5729 SQ/750)	21 SPACES
TOTAL PARKING SPACES PROVIDED	21 SPACES
570 SPACES PROVIDED 8X18	24 SPACES
MIN. ACCESS SPACES PROVIDED	1 SPACE
TOTAL PARKING SPACES PROVIDED	26 SPACES
MIN. 15'50" TRUCK LANDING SPACE PROVIDED	04

LEGAL DESCRIPTION	
2.528 ACRES OF LAND IN THE ALLEN URBANIZATION SURVEY, RESTRICTION A-298 CITY OF MARLBOROUGH, MARLBOROUGH COUNTY, TEXAS	

LAND USAGE	
BUILDINGS	5729 SF
PARKING SPACES (CONCRETE) (APPROX)	8700 SF
PAVING (CONCRETE)	2148 SF
LANDSCAPE	140 SF
LANDSCAPE	140 SF
LANDSCAPE	879 SF
LANDSCAPE	0 SF
TOTAL AREA DEVELOPED (APPROXIMATE) =	(1842 ACRES) 84466 SF
DRIVE (CONCRETE) APPROACH (IN RW)	300 SF
PUBLIC SUBMITTAL (IN RW)	10 SF
LAND USE DATA FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY.	

FIRE NOTES	
1. MIN. FIRE LANE WIDTH = 24'-0" NO PARKING ALLOWED WITHIN 20 FT. PROXIMITY.	
2. ALONG RED STRIPES 4" WHITE LETTERS, NO PARKING FIRE LANE LETTERING TO BE PROVIDED.	
3. ALL ATTACHED GARAGES SHALL BE FINISHED ON TOP AND FACE OF GARAGE.	
4. ALTERNATE SIGNAGE PROVIDER RESTRICTION SIGNAGE (MIN. 17" WIDE X 18" HIGHS) BORDER ON A HIGHLY REFLECTIVE BACKGROUND. SIGNAGE SHALL BE 100 FT. MIN. AND PARALLEL TO THE DIRECTION OF TRAVEL. THE DIRECTION OF TRAVEL SHALL BE INDICATED BY AN ARROW.	
5. ALL SIGNAGE SHALL BE INSTALLED PRIOR TO VERTICAL CONSTRUCTION.	
6. HAWK SURFACE ACCESS SHALL BE INSTALLED PRIOR TO VERTICAL CONSTRUCTION.	

ACCESSIBILITY SITE NOTES	
1. ACCESSIBLE UTILITY SHALL NOT EXCEED 1.00 (1%) OF HAWK DRIVE.	
2. ALL ACCESSIBLE PARKING SHALL BE LEVEL OR SLOPED NOT GREATER THAN 1:50.	
3. ALL DRIVEWAYS SHALL HAVE A 5'-0" X 6'-0" LANDING WITH A SLOPE NOT GREATER THAN 1:50.	
4. CONTRACTOR SHALL REFER TO ILLINOIS ACCESSIBILITY STANDARDS FOR DETAILS AND SPECIFICATIONS.	

NOTICE	
CERTIFICATION IS FOR ENGINEERING EXAMINED HERETOBY ONLY. THEREFORE, THE ENGINEER DOES NOT HAVE ORIGINAL RESPONSIBILITY FOR THE DESIGN OF THIS PROJECT. THE PROJECT IS SUBMITTED AS PROVIDED BY THE ARCHITECTURAL DRAWINGS ACT.	
OWNER OR CONTRACTOR SHALL PROVIDE ONE (1) COPY WITH PLANS REVIEW COMMENTS FROM IAS-AND SHALL BE RESPONSIBLE TO CLARIFY OR UPDATE THE PLANS TO MEET THESE REQUIREMENTS. OWNER SHALL ACCEPT RESPONSIBILITY FOR ALL AS-BUILT ITEMS AND NON-COMPLIANCE AT TIME OF CONSTRUCTION AND INSPECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.	



200 West State Highway 6, Suite 620
Waco, TX 76712
o 254.772.9272 | f: 254.776 2924
TBPE F-1741 | TBPLS 10194124
stvinc.com

February 22, 2024

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

**Re: 23CDFD00246-EMS Building
Professional Architectural/Engineering Services**

Dear Michelle:

CP&Y, Inc. dba STV Infrastructure (STV) is pleased to submit to the CITY OF DAINGERFIELD (Client) this Letter Agreement for site master planning services associated with the development of an EMS Station and Helicopter Hangar for the City of Daingerfield. Based on the information you have provided to date, we have identified the following tasks STV would undertake under the terms of this Letter Agreement. STV's proposed Scope of Services for these tasks is described below.

Scope of Services

The Scope of Services is defined in Exhibit A, Proposal for Professional Services.

Schedule

The Project Schedule is defined in Exhibit A, Proposal for Professional Services.

Fee & Compensation

CP&Y, Inc. dba STV Infrastructure (STV) has estimated that the costs for this scope of work including labor and direct expenses are based on a lump sum of \$39,760.00. Billing rates for proposed staff are provided in Exhibit B. Expenses will be billed at cost. Invoices for interim payments shall be prepared by STV on its standard form and submitted every four (4) weeks to client. Such invoices shall be paid to STV within thirty (30) days of Client's receipt of STV's invoice.

STV shall have the right, without penalty, to suspend performance hereunder in the event its invoice(s) remains unpaid sixty (60) days after submitted. In addition to the foregoing, said failure to pay STV's invoice within ninety (90) days of submittal shall be deemed a substantial failure of Client entitling STV to terminate this Agreement. Payment on invoices must be current as described above prior to submittal of final reports to the Client.

Terms and Conditions

The standard of care for all services performed or furnished by STV and its subconsultants will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality. STV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

The Client may make changes within the general scope of this Letter Agreement. If STV is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, STV shall so notify the Client of the fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Letter Agreement accordingly. STV may initiate such notification upon identifying a condition which may change the Services agreed to on the effective date of this Letter Agreement.

The Client may request STV to perform extra Services not covered by the Scope of Services as set forth herein, and STV shall perform such extra Services and will be compensated for such extra Services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Letter Agreement accordingly.

The Client shall not be liable for payment for any extra Services nor shall STV be obligated to perform any extra Services except upon such written amendment.

To the fullest extent permitted by law, STV's liability to Client and Owner shall not exceed the total compensation received by STV hereunder, and neither party shall in no event be liable to the other in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the Services hereunder.

Thank you for this opportunity. To confirm your agreement with the scope, estimated budget, and terms of this Letter Agreement, please sign both copies of this letter, and return one signed original to me. Our receipt of the signed original will constitute your Notice to Proceed to STV.

[SIGNATURES TO THIS AGREEMENT ON THE FOLLOWING PAGE]



If you have any questions, please do not hesitate to call Darrell Vickers, AIA at (254) 399-7168 or via email darrell.vickers@stvinc.com.

Very truly yours,

CP&Y, INC. dba STV INFRASTRUCTURE



Signature

Shane Wade, P.E., ASQ CMQ/OE
Name, Title

Address: 200 West State Highway 6, Suite 620, Waco, Texas 76712

Phone: (254) 772-9272

ACCEPTED AND ACKNOWLEDGED:

(Signature of Client)

By: Michelle Jones, Interim City Manager/City Secretary
Name and Title

Date

Address: 101 Linda Drive, Daingerfield TX 75638

Phone: (903) 645-3906





200 West State Highway 6, Suite 620
Waco, TX 76712
o 254 772 9272 | f: 254 776 2924
TBPE F-1741 | TBPLS 10194115
stvinc.com

EXHIBIT A: PROPOSAL FOR PROFESSIONAL SERVICES

FEES & COMPENSATION

CP&Y, Inc. dba STV Infrastructure (STV) has established the following fees for this phase of the project.

STV will provide site master planning services for the addition of an EMS Building of approximately 6,700 SF and a helicopter hangar of approximately 3,000 SF to be collocated on the site of the Daingerfield Fire Station. We propose to provide design services as a two-stage approach. The initial phase of work is outlined below, upon approval of the master planning phase STV will enter a separate contract for design development through construction administration phase services utilizing an AIA contract. We propose the following elements as part of the site master plan for the campus:

- Review the preliminary program of both structures with city staff to verify that identified spaces do meet staff requirements.
- Evaluate the locations of proposed improvements on the site and address concerns and requirements identified by city staff
- Develop schematic floor plan and elevations of each building for review and comment by city staff
- Conduct a field survey of the site to identify locations of existing utilities, existing site improvements, and to develop a topographic drawing to assist in the development of schematic design documents and building placement, address drainage concerns and verify property boundaries.
 - Per our previous conversation, platting services and establishment of additional lots is not a requirement for development on this property.
- Site development package to consist of the following major elements:
 - Pre and post construction drainage area map and calculations
 - Conceptual grading plan to include drive aisles, parking, and building locations
 - Conceptual drainage collection system
 - Conceptual onsite domestic water and fire suppression layout, and conceptual wastewater layout
- Assist the city in obtaining a Geotechnical Engineering report of the site. The information provided in a geo-technical report will provide the design team with information necessary to properly design building foundations and flatwork necessary for the proposed structures in future phases of the work.

SITE MASTER PLAN: Deliverables

The deliverables under this phase of the project will consist of the following:

- Overall site plan identifying existing and proposed improvements.
- Floor plan of proposed EMS Building (One Concept Plan)
- Floor plan of proposed Helicopter Hangar (One Concept Plan)
- Elevations of proposed EMS Building (One Concept)
- Elevations of proposed Helicopter Hangar (One Concept)
- Topographic and boundary Survey

EXCLUSIONS

The following are excluded from this phase of the project:

- Subsurface Utility Exploration.
- Traffic Impact Analysis reporting.
- Detention requirements.
- Landscaping requirements
- TDLR Registration and Inspection Fees (not required for schematic design)
- Geo-technical report (BY OWNER – PROPOSAL BY Ettl ATTACHED TO THIS PROPOSAL LETTER)

PROJECT SCHEDULE

STV will begin work on the SITE MASTER PLAN per the following schedule:

- Start site layout/schematic building design: 2 weeks after return of contract
- Deliverables 15 weeks after project start
 - Building program (to be reviewed and approved by client prior to start of schematic design)
 - Site layout schematic
 - Building floor plans
 - Building elevations
 - Boundary/Topo Survey
- Client review 2 weeks
- Revisions if required 2 weeks

COMPENSATION

STV will bill the client on a lump sum basis, in accordance with the fee proposal outlined in Attachment B.

EXPIRATION

Unless this proposal is rescinded prior to Client's acceptance, the scope of work and bill rates herein are open for sixty (60) days from the Client's receipt of the proposal. If Client executes this proposal more than sixty (60) days after receipt, STV reserves the right to modify the scope and/or billing rates.





200 West State Highway 6, Suite 620
Waco, TX 76712
o 254.772.9272 | f: 254 776 2924
TBPE F-1741 | TBPLS 10194115
stvinc.com

EXHIBIT B: PROPOSAL FOR PROFESSIONAL SERVICES

FEES & COMPENSATION

CP&Y, Inc. dba STV Infrastructure (STV) have provided lumpsum fees for the schematic building and site plan in the contract for services:

- Preliminary Design Package\$39,760.00

Fees for Design Development, Construction Documents and Construction Phase Services will be provided upon acceptance of Preliminary Site Development Package outlined in Exhibit A.

EXPENSES

- Mileage to Daingerfield from Waco & back.....\$294.80

The mileage charge is for one round trip to present the preliminary design package to City Staff/Council upon the conclusion of the Schematic Building/Site Design Phase and is based on 220 miles from our office to your main Fire Station, utilizing the IRS mileage rates for 2024.



STANDARD RATE SCHEDULE - TABLE 24
EFFECTIVE DEC 6 2023

Personnel Charges: Charges for employees are computed utilizing the following rate schedule. These rates include salary, fringe benefits, overhead and General and Administrative (G&A) costs. Time spent in either local or inter-city travel will be charged for in accordance with the following rate schedule.

Job Code	Job Title	Flat Rate
01	Principal	\$400.00
02	Senior Project Manager	\$290.00
03	Project Manager	\$220.00
04	Project Engineer (Engineer 4)	\$155.00
05	Project Controls	\$200.00
06	EIT (Engineer Specialist 2)	\$130.00
07	Managing Architect	\$380.00
08	Architect	\$200.00
09	Executive Assistant	\$115.00
10	Engineer Technician 1	\$90.00
11	Engineer Technician 2	\$110.00
12	Resident Project Representation (Inspector2)	\$85.00
13	Resident Project Representation (Inspector1)	\$130.00
14	RPLS	\$150.00
15	Architect In Training	\$115.00
16	Project Accountant	\$110.00
17	1 Man Field Crew	\$125.00
18	2 Man Field Crew	\$150.00
19	3 Man Field Crew	\$185.00
20	1 Man Drone Field Crew (Add \$1,000/Day for equipment)	\$165.00
21	1 Man Scanner Field Crew (Add \$500/Day for equipment)	\$125.00
22	Junior Survey Technician	\$120.00
23	Senior Survey Technician	\$130.00
24	Surveyor In Training	\$150.00
25	Survey Project Manager/ RPLS	\$185.00
26	Senior Survey Project Manager/RPLS	\$260.00
27	EIT (Engineer Specialist 1)	\$115.00
39	Intern	\$70.00

ETTL | Engineers & Consultants

GEOTECHNICAL * MATERIALS * ENVIRONMENTAL * DRILLING * LANDFILLS

Geotechnical Investigation Proposal

Proposal No.: P-4401-24

Client: City of Daingerfield
 Address: 101 Linda Dr.
 Daingerfield, TX 75638
 michelle.jones@cityofdaingerfield.com

Subject: Geotechnical Investigation
 Project Name: Daingerfield EMS Facility
 Project Location: 823 West W M Watson Blvd, Daingerfield, TX 75638
 Date Issued: 1/22/2024

Dear Mr. Darrell Vickers

The following estimate is in response to your request for a geotechnical proposal on behalf of the city of Daingerfield, Texas for a new EMS Facility. We recommend five total borings for the proposed area, three for the ambulance station and another two for the helicopter hangar. All borings will be backfilled with soil cuttings after final water readings are taken. It assumes the structure will be placed near existing grade. Significant cut/fill may warrant additional drilling footage. E TTL will supply an auger drill rig, support truck, and a crew to complete the project. It is assumed borings will be drilled in soil, asphalt or grass and that boring locations are easily accessible by truck mounted drill rig. Additional charges will be applied for drilling through concrete or difficult site access. The drilling phase will take place 20-30 business days after the acceptance of the terms. Laboratory testing and engineering will take approximately 10-15 business days following the completion of the drilling phase. The entire project should be completed within 6 weeks unless unforeseen delays become apparent. By executing this agreement, E TTL and CLIENT indicates their acceptance and agreement with its terms.

The client may be asked to be present during drilling to provide access to the site. Contact E TTL for more information.

ESTIMATE

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<u>Drilling and Sampling:</u>			
-3@25' and 2@20' (in depth from existing grade) Borings	1	LS	\$ 3,761.00
-Back fill with soil cutting			
-Water Readings taken at completion of drilling			
<u>Geotechnical Laboratory Testing:</u>			
-for foundation design and subgrade prep recommendations	1	LS	\$ 2,049.00
<u>Engineering and Site Recon:</u>			
Project Coordination, Boring Log Drafting, Report Preparation, and Engineering Review	1	LS	\$ 3,333.50
Total			\$ 9,143.50

ASSUMPTIONS

We assume that all right-of entry and owner utility locations are provided by the client prior to commencement of work.
 Excludes site clearing to gain access to boring locations.
 Excludes SUE services.
 Borings not staked by others will be located by hand-held GPS (excludes elevation determination).
 Drill sites will be accessible and marked at time of arrival of the drill crew.
 Excludes the obtaining of any permits (other than Dig Permit) that may be required for operations.
 Excludes special procedures for accessing, handling and/or disposing of contaminated spoils generated by our operations.
 Excludes special measures for accessing, evaluating and restoring environmentally sensitive areas
 Excludes traffic control involving lane closure (sign and traffic cones will be provided for off the shoulder work).

Please call if you have any questions or if we have misinterpreted your scope of work.
 We appreciate this opportunity to be of service and look forward to working with you on this project.

Sincerely,
 E TTL Engineers and Consultants, Inc.



C. Brandon Quinn, P.E.
 Vice President

Authorized to Proceed:

City of Daingerfield

Date Signed: _____

Tyler, TX - Main Office

Longview, TX
 903-758-0402

*

1717 East Erwin Street Tyler, Texas 75702

Arlington, TX
 817-962-0048

*

Austin, TX
 512-519-9312

*

Phone: 903-595-4421

Texarkana, AR
 870-772-0013

WWW.ETTLINC.COM

AGREEMENT FOR CONSULTING SERVICES

ETTL Engineers & Consultants Inc., a Texas Corporation, and CLIENT, are subject to the following terms and conditions to which the parties mutually agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, E TTL shall perform the services identified in the proposal attached hereto (hereinafter "the Services"), which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 The services covered by this Agreement will be undertaken by E TTL only upon receipt of an executed copy, signed by an authorized representative of E TTL.
- 1.3 E TTL will commence the services upon verbal notification of an authorized representative of the CLIENT and after receipt of an executed copy of this Agreement.

ARTICLE 2 - AMENDMENTS

- 2.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the CLIENT's request, E TTL shall return to CLIENT a change proposal setting forth an adjustment to the Services and Project Cost estimated by E TTL to represent the value of the requested changes. Following CLIENT's review of E TTL's change proposal, CLIENT shall execute a written change order or contract amendment directing E TTL to perform the changes in the Services.

ARTICLE 3 - PROJECT COSTS and PAYMENT

- 3.1 E TTL shall be paid in accordance with the proposal, attached hereto.
- 3.2 E TTL will submit an invoice to the CLIENT at the end of each month or upon completion of the Services unless otherwise specified by the CLIENT in writing.
- 3.3 Payment shall be made by the CLIENT within 30 days after receipt of the invoice.
- 3.4 CLIENT shall provide written notification to E TTL within 15 days of receipt of the invoice should the CLIENT object to all or part of charges appearing on the invoice. The portion of the invoice which is not in dispute shall be paid by the CLIENT within 30 days of receipt of the invoice.
- 3.5 A finance charge of 1.5% per month will be paid by the CLIENT for all non-disputed invoices after 30 days.

ARTICLE 4 - CONFIDENTIALITY

- 4.1 E TTL shall maintain as confidential and not disclose to others without CLIENT's prior written consent, all information obtained from the CLIENT, not otherwise previously known to E TTL in the public domain. The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of E TTL, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction. Notwithstanding the above, E TTL will notify CLIENT in writing at least 24 hours before disclosure if information is requested under item (iii) above and client may but shall not be obligated to interpose all objections they may have to the disclosure of such information but not limited to the right to seek an appropriate protective order. If client chooses to interpose any objection(s) to disclosure, E TTL should cooperate with CLIENT to maintain the confidential nature of the requested information until all such objections are resolved.

ARTICLE 5 - CONSULTANT'S REPRESENTATIONS, WARRANTIES, and COVENANTS

- 5.1 E TTL, its employees, agents and subcontractors will hold necessary licenses and certificates required by federal, state, or local rules and regulations.
- 5.2 The Services will be performed in accordance with standards customarily provided by an experienced professional organization providing similar services in the area during the same time period.
- 5.3 E TTL shall take reasonable precautions to prevent injury or loss to persons or property at the site.
- 5.4 Other than those specifically set forth under this Agreement, E TTL makes no warranties either expressed or implied, as to the Services performed hereunder.

ARTICLE 6 - CLIENT'S REPRESENTATIONS, WARRANTIES, and COVENANTS

- 6.1 The CLIENT agrees to provide E TTL with all existing data, plans, and other information in the CLIENT's possession, which are necessary for the performance of the Services. The CLIENT further agrees to provide any additional data, plans, or other information, which may be specified in authorized work orders. This information will include such information as location of utilities, known site hazards, nature and/or characteristics of any hazardous or toxic materials on or near the site. E TTL may rely upon this information but is not responsible for its accuracy.
- 6.2 The CLIENT shall ensure that E TTL has authorized access to the site during performance of the Services and if the time of that access is limited, CLIENT will notify E TTL prior to commencement of the Services so adjustments in Project Costs and planning can be made if necessary.

ARTICLE 7 - INDEMNITY

- 7.1 E TTL shall indemnify, defend and hold harmless CLIENT from and against any and all lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including, but not limited to, any government agency or branch, or any third party, to the extent the same arise from (i) a breach by E TTL of any term or provision of this Agreement, (ii) violation by E TTL of federal, state or local statute, rule, regulation or ordinance, or (iii) negligent acts or omissions of E TTL or its employees, agents, or subcontractors in the performance of the Services, or (iv) the negligence or willful misconduct of E TTL or agent of E TTL.
- 7.2 CLIENT shall indemnify, defend and hold harmless E TTL from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by E TTL, to the extent that such claim, property damage, injury or death resulted from (i) the negligence, gross negligence, or willful misconduct of CLIENT or any employee, agent or independent contractor of CLIENT, (ii) violation of federal, state or local statute, rule, regulation or ordinance by CLIENT or any employee, agent, or independent contractor of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIENT to E TTL.

ARTICLE 8 - LIMITATION OF LIABILITY

- 8.1 WITH RESPECT TO THE SERVICES PERFORMED BY E TTL, ITS EMPLOYEES, AGENTS, AFFILIATES AND SUBCONTRACTORS, DAMAGE, COSTS, EXPENSES, OR OTHER LIABILITY, DIRECT OR INDIRECT, SHALL BE LIMITED TO E TTL'S FEE FOR THIS PROJECT AS SPECIFIED IN THE ATTACHED PROPOSAL. IN NO CASE SHALL E TTL BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES.

ARTICLE 9 - INSURANCE

- 9.1 E TTL represents that it now carries and will continue during the terms of this Agreement to carry Workmen's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability Insurance in the following amounts and with deductibles acceptable to the CLIENT:
- Commercial General Liability Insurance - \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof, written on an occurrence (as opposed to a "claims made") basis.
 - Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles - \$1,000,000 combined single limit of liability per occurrence for bodily injury or death and property damage, including loss of use thereof, written on an occurrence (as opposed to a "claims made") basis.
 - Statutory Workers Compensation Insurance and Employers Liability Insurance-\$1,000,000 per accident.
 - Errors and Omissions Insurance, including Pollution Liability, Applicable to Services-\$1,000,000 with respect to claims made against E TTL for negligent errors or omissions in the performance of the Services hereunder.

ARTICLE 10 - DELAYS AND TERMINATION

- 10.1 The CLIENT or E TTL may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: CLIENT shall compensate E TTL for the Services performed up to the date of receipt of termination plus reasonable costs incurred in terminating the Services in accordance with E TTL's current fee schedule. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of E TTL, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the Services shall be amended by CLIENT and E TTL in accordance with Article 2 of this Agreement.

ARTICLE 11-ENTIRE AGREEMENT

- 11.1 This Agreement (including attached schedules) constitutes the sole and entire agreement between E TTL and the CLIENT. This agreement replaces and supersedes all prior discussions and agreement between the CLIENT and E TTL with respect to the matters contained herein.

ARTICLE 12 - WASTE AND SAMPLE DISPOSITION

- 12.1 Unless otherwise specified in the attached proposal, the proper disposition of any contaminated materials generated on-site as a result of the Services, including but not limited to, waste materials, samples, produced soils or fluids, or protective equipment (hereinafter "Affected Materials"), shall be considered out-of-scope and shall require a written change order request by CLIENT in accordance with Article 2 of this Agreement wherein CLIENT provides a generator number, specifies its choice of transporter and treatment, storage or disposal facility and completes documentation necessitated by these services. CLIENT understands that E TTL is in no way responsible for the proper disposition of the Affected Materials except as provided under this Agreement and CLIENT is responsible for directing the disposition of the Affected Materials. In the event that test samples obtained during the Services contain substances hazardous to health, safety or the environment or equipment used during the Services cannot be reasonably decontaminated, CLIENT shall, if necessary, sign documentation required to ensure that this equipment and/or samples are transported and disposed of properly.

- 12.1 In the event CLIENT wishes for E TTL to retain test samples beyond the final report date for the Services, CLIENT shall provide E TTL with a written request stating the same. E TTL shall invoice CLIENT only for those storage charges incurred for storage beyond thirty (30) days after the report date for the Services.

ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 If a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then E TTL and the Client agree to submit the dispute to mediation. However, any dispute to collect on the payment of an invoice(s) may be submitted by filing an action at law or in equity. In the event E TTL or the Client desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by E TTL and 50 percent by the Client. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. This Agreement is performable in Smith County, Texas. The law applicable to this Agreement shall be laws of the State of Texas or, where appropriate, applicable federal law.
- 13.2 The Client shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Client in support of this Agreement's work. Any disputes concerning the Work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with Title 43, Texas Administrative Code, §9.2.
- 13.3 Governing Law and Venue. This Agreement shall be interpreted, construed and governed by the laws of the State of Texas, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. This Agreement is made in and performable in Smith County, Texas, and any action arising out of this Agreement or the Parties rights and duties hereunder shall be brought only in federal or state court sitting in Smith County, Texas, and each Party submits itself to the jurisdiction of that court.

Daingerfield Animal Shelter Statistics - March 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	
Unity	4/13/2023	Dog	Female	Mixed Breed	10 Months	N/A	N/A	
Huckleberry	7/6/2023	Dog	Male	Retriever Mix	4 Years	Adopted	3/1/2024	
Shep	7/31/2023	Dog	Male	Shepherd Mix	5 Months	N/A	N/A	
Nylah	8/7/2023	Dog	Female	Mixed Breed	9 Months	N/A	N/A	
Cyrus	8/9/2023	Cat	Male	DSH (Grey Tabby & White)	4 Months	Rescued	3/22/2024	Kitty Cove Rescue
Sugar Smacks	9/19/2023	Dog	Female	Lab Mix	2 Years	N/A	N/A	
Leche	12/21/2023	Dog	Male	Great Pyrenees Mix	2 Years	N/A	N/A	
Stella	1/3/2024	Dog	Female	Pit Bull Mix	3 Years	Adopted	3/6/2024	Returned 3/26/2024
Haley	2/12/2024	Dog	Female	Mixed Breed	7 Years	Adopted	3/4/2024	Returned 3/18/2024
Galaxy	2/14/2024	Dog	Female	Husky Mix	3 Years	N/A	N/A	
Comet	2/14/2024	Dog	Female	Husky Mix	12 Weeks	N/A	N/A	
Vega	2/14/2024	Dog	Female	Husky Mix	12 Weeks	N/A	N/A	
Cosmo	2/14/2024	Dog	Male	Husky Mix	12 Weeks	N/A	N/A	
Nova	2/14/2024	Dog	Female	Husky Mix	12 Weeks	N/A	N/A	
Nebula	2/14/2024	Dog	Female	Husky Mix	12 Weeks	N/A	N/A	
Luna	2/14/2024	Dog	Female	Husky Mix	12 Weeks	N/A	N/A	
Penn	2/14/2024	Dog	Male	Lab Mix	1 Year	N/A	N/A	
Teller	2/14/2024	Dog	Male	Beagle Mix	1 Year	Adopted	3/5/2024	
Scout	2/18/2024	Dog	Male	Hound Mix	1.5 Years	N/A	N/A	
Niles	2/27/2024	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A	
Roz	2/27/2024	Dog	Female	Mixed Breed	8 Weeks	N/A	N/A	
Martin	2/27/2024	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A	
Daphne	2/27/2024	Dog	Female	Mixed Breed	8 Weeks	N/A	N/A	
Frasier	2/27/2024	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A	
N/A	3/1/2024	Cat	N/A	DSH (Grey Tabby)	1 Year	DOA	3/1/2024	
N/A	3/11/2024	Cat	N/A	DSH (Black)	12 Weeks	N/A	N/A	
Chrissy	3/20/2024	Dog	Female	Mixed Breed	11 Weeks	N/A	N/A	
Janet	3/20/2024	Dog	Female	Mixed Breed	11 Weeks	N/A	N/A	
Jack	3/20/2024	Dog	Male	Mixed Breed	11 Weeks	Adopted	3/27/2024	AKA: Rex
N/A	3/20/2024	Dog	Male	Pit Bull Mix	6 Months	Euthanized	3/20/2024	Feral
Peeps	3/22/2024	Dog	Female	Mixed Breed	1 Year	N/A	N/A	
Roscoe	3/26/2024	Dog	Male	Mixed Breed	1 Year	Reclaimed	3/26/2024	

Daingerfield Animal Shelter Statistics - March 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	2	0	0	2	0	1	0	0	0	1	2	1	2		
Dogs	6	0	0	6	5	0	1	1	0	0	7	27	31		
Other	0	0	0	0	0	0	0	0	0	0	0	0	8	8	40

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

MARCH 2024

CODE

- Junk vehicle 3
- Trash 1
- High Grass 2

3 CORRECTED

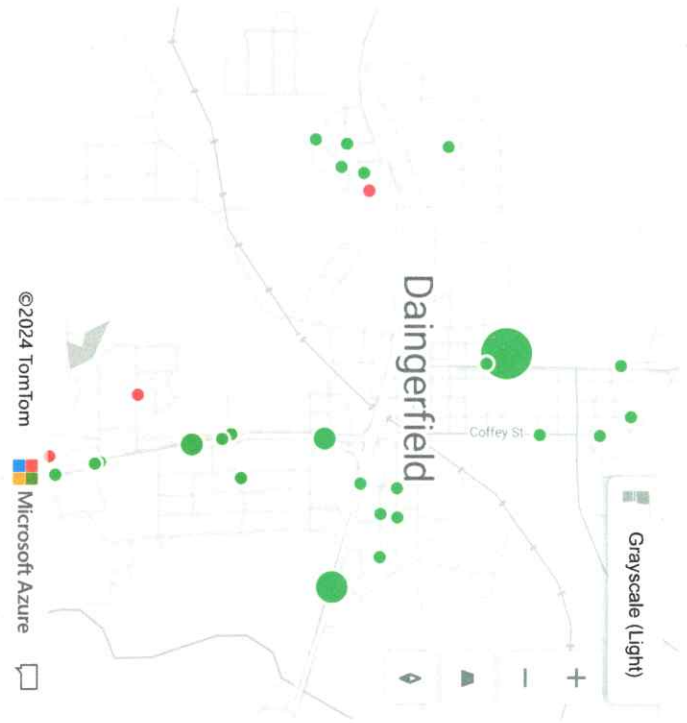
CALLS OF SERVICE: 205

NUMBER OF TRAFFIC CONTACTS: 15

CRASH INVESTIGATIONS: 5

ARREST: 20

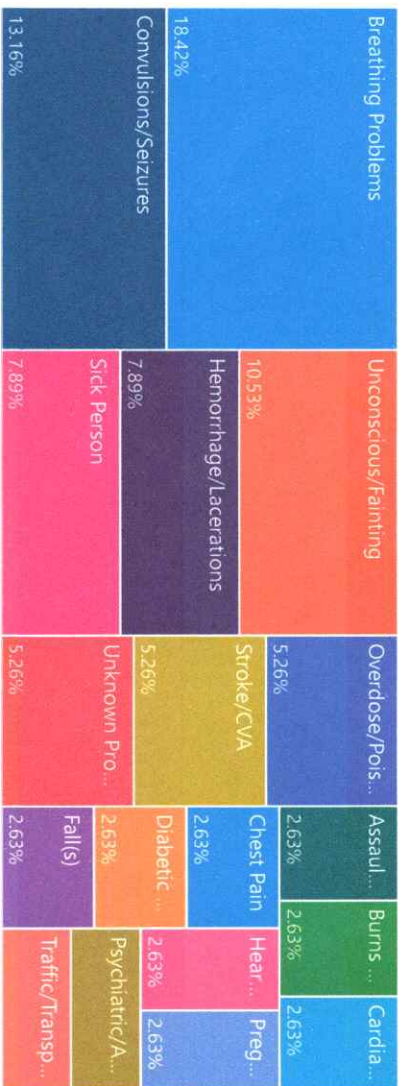
Map



CTRL + click to select multiple contract zones

- Contract Zone: Daingerfield
- Trip Date: Last 1 Months (Calendar)
- 3/1/2024 - 3/31/2024

Nature of Calls

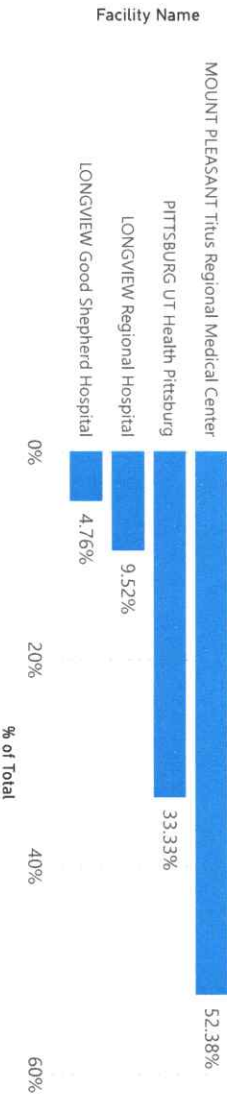


ContractZone

Incidents % of Total Compliance %

ContractZone	Incidents	% of Total	Compliance %
Daingerfield	37	100.00%	89.19%
8:59 Emergency [539 secs]	37	100.00%	89.19%
Arrival-DOA	1	2.70%	100.00%
Arrival-No patient found	12	32.43%	100.00%
Arrival-Refusal No Treatment	1	2.70%	91.67%
Arrival-Refusal with Treatment	1	2.70%	100.00%
Caller Request-Going POV	1	2.70%	0.00%
Transferred to Hospital	22	59.46%	90.91%
Total	37	100.00%	89.19%

Destinations



Fire Report

March 2024

<u>Date</u>	<u>Hours</u>	<u>Personnel</u>	<u>Remarks</u>
03-02	3	3	Grass fire – Control Burn
03-02	9	9	Structure Fire
03-03	9	9	Vehicle Crash No injuries
03-03	5	5	Grass Fire
03-04	3	3	CO2 Alarm
03-04	11	11	Brush Pile
03-04	9	9	Vehicle Crash No Injuries
03-05	7	7	Vehicle Fire
03-09	2	2	Assist EMS – Lift Assist
03-09	7	7	Assist EMS – Lift Assist
03-12	3	3	LZ
03-14	3	3	LZ
03-16	8	8	Vehicle Crash No Injuries
03-21	5	5	Assist EMS - CPR
03-23	3	3	Vehicle Crash – Cancelled
03-24	10	5	Structure Fire
03-24	8	8	Structure Fire – rekindle
03-25	5	5	Vehicle Crash
03-28	6	6	Alarm Activation – False
03-30	2	2	Assist EMS
03-31	1	1	Assist EMS – Lift Assist
Total Hours	119	Personnel	114

Meeting/Training

03-13 34

03-26 30

03-4 to 03-24 AM Fire school 36

Total Hours 100

Monthly Total Hours 219

City Responses 13 YTD 37

Outside City 8 30

Total Responses YTD 21 67

Estimated Water Usage 10,100 Gallons

March 2024

Detailed Breakdown	
Audio Books	4
Computer	87
DVDs	3
Games & Puzzles	0
Board Books	0
Graphic Novels	26
Easy Reader	0
Spanish	0
Children Fiction	49
Children NonFiction	6
Junior Fiction	36
Junior NonFiction	6
Young Adult Fiction	20
Adult Fiction	126
Adult NonFiction	12
Christian Fiction	13
Western	1
Total	389
CYTD Total	1115

Basic Breakdown	
Audiobooks	4
Computer	87
DVDs	3
Games & Puzzles	0
Books	295
Total	389
CYTD Total	1115

Checkout Counts (includes renewals)	
Patron Category	Count
Adult	239
Juvenile	43
Young Adults	3
Total	285

Totals	
Fax	\$97.00
Copies	\$168.05
Book Donations	\$12.00
Solar Eclipse Glasses	\$54.00

New Patron Accounts	
Patron Category	Count
Adult	8
Juvenile	3
Young Adults	1
Renewal	15
Total	27

Total Visitors This Month: 549				
Attendance of Activities: 19				
Weekly Story/Activity, BI-Monthly Chess Club, Monthly Book Club (counted by age of event)				
Birth to 5yrs	6-11 yrs	12-18 yrs	Adult	General Public
0	0	0	14	5

Monthly Council Report

March 2024

Printed: 4/1/2024

Cases Filed

Penal Count	4	Ordinance Count	0
Traffic Count	5	Parking Count	0
Other Count	4	STEP Count	0

Total Filed 13

Amounts Collected

Tech Fund	\$ 5.54	Building Security Fund	\$ 6.78
State	\$ 129.73	Fine	\$ 252.00
City	\$ 401.55	Warrant Fee	\$ 50.00

Total Amount \$ 795.60

Warrants

Issued	0	Recalled	1
Served	17	Outstanding Amount	\$ 343,231.83

Total Amount \$ 354.60

Dispositions

Paid in Full	1	Credit for Time Served	1
Paid Partial	4	Dismissed	2
Appealed	0	Total Disposed	4

Trials

Jury	0	Total	0
Bench	0		



Citation Offense Count By Stop Type

Number of TRAFFIC Offenses (for *ALL*)	9
Number of CITATIONS	9
No Drivers License (3103 - 3103)	3
Possession Of Drug Paraphernalia (7000)	2
Fail to Maintain Financial Responsibility (3049 - 3049)	2
Fail To Yield ROW-Stop Sign (3052)	1
Expired Motor Vehicle Registration (3656)	1

Number of NON-TRAFFIC Offenses (for *ALL*)	6
Number of CITATIONS	6
Disorderly Conduct (7002)	3
Possession Of Drug Paraphernalia (7000)	2
Theft under100.00 First Offense (7012)	1

**Water Accountability
Report Period
February 10th - March 10th
2024**

Location	
City Hall/Police Department	1,000
Library	400
Fire Department	700
Public Works	1,100
Wastewater Treatment Plant	636,900
Roundabout/Coffey St.	33,900
City Park (sprinkler)	2,900
Animal Shelter	13,800
Total City Usage	690,700
Total Gallons Billed	6,414,060
Fire Fighting Gallons estimate	10,100
Line Flushing estimate	1,747,140
Leaks estimate 2 /10 - 3/10	15,000
Bulk Water - 2/10 - 3/10	-
	-
	-
	-
Total Gallons Used	8,877,000
Total Gallons Delivered	9,660,900
Difference	783,900
Percentage Unaccounted	8%

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

Personnel

- Number **7 full time employees end of March.**
- Comments _____

Parks

- Trash **Picked up tires off Anna St.**
- Mowing **Mowed and weedeated Park, traffic circle, City Hall, and Library.**
- Downtown Maintenance – **Worked on flower beds by City Hall. Started powerwashing sidewalks in downtown.**

Streets

- Patching **Repaired pot holes on Fannin St, Oak St, Mt. View, North St, Sanders St, Colquit St, Jenkins St, Center St, Lindsey St, State St, Linda Dr, and Jefferson St.**
- Signage **N/A**
- Mowing **Right of way down highways, wastewater treatment plant/ around ball fields, Carpenter Pumpstation, Union Pumpstation & Firestation.**
- Tree Trimming **N/A**
- Drainage **N/A.**
- Miscellaneous **N/A**

Wastewater Treatment Plant

- Chlorine usage 271lbs
- Maintenance/Repairs N/A
- Non-Compliance Busted on flow through plant on 3/21, 3/25, & 3/26.
- Explanation This was due to inflow and infiltration from rain.
- Waste Water Treated
 - Beginning reading 981457
 - Ending reading 992935
 - Total treated 13.311MGD – Avg - .429MGD
 - Rainfall 6.5"
 - Sludge Removal none

Lift Station

- Maintenance Daily checks to ensure all pumps are running.
- Repairs Switched South Lift Station to new electric panel.

Sewer

- Number Calls 5
- Sewer Repairs Repaired service line under road for 429 Park Dr.
- Taps installed N/A

Miscellaneous Matters

Delivered 17 trash carts and picked up 6 trash carts.



Monthly Financial Summary Report MARCH 2024

This monthly financial report is for the period ending **MAR 31, 2024**, as closed by the Finance department. This represents **6** months into the fiscal year's budget.

General Fund YTD Revenues: \$1,475,857.53

Water & Sewer YTD Revenues: \$878,963.26

TOTAL YTD REVENUE: \$ 2,354,820.79

As of MAR, revenues should be tracking around **49.98%** of the annual budget. Actual YTD revenues are at **55.27%**

General Fund YTD Expenditures : \$1,320,248.84

Water & Sewer YTD Expenditures: \$675,001.10

TOTAL YTD EXPENDITURES: \$1,995,249.94

As of MAR, expenses should also be tracking around **49.98%**. Actual YTD expenses are at **46.82%**

Our general fund balance as of 3/31/24: \$697,117.68

NOTES:

REVENUE ACTUAL vs. BUDGET YTD

31-Mar-24

2023-2024

G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %
1	General Revenue	\$1,475,857.53	\$2,667,060.00	\$1,191,202.47	44.66%
2	Water/Sewer	\$878,963.26	\$1,595,683.00	\$716,719.74	44.92%
Total		\$2,354,820.79	\$4,262,743.00	\$1,907,922.21	44.73%

EXPENSES ACTUAL vs. BUDGET YTD

31-Mar-24

2023-2024

G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %
101	Legislative	\$11,120.11	\$26,992.00	\$15,871.89	58.80%
110	Administration	\$198,869.66	\$508,523.00	\$309,653.34	60.89%
120	Library	\$27,697.57	\$58,708.00	\$31,010.43	52.82%
201	Judicial	\$27,903.32	\$67,065.00	\$39,161.68	58.39%
202	Police Department	\$299,039.34	\$642,300.00	\$343,260.66	53.44%
203	Code Enforcement	\$29,316.74	\$102,986.00	\$73,669.26	71.53%
204	Fire Department	\$39,922.29	\$196,289.00	\$156,366.71	79.66%
205	Animal Shelter	\$77,803.53	\$151,133.00	\$73,329.47	48.52%
301	Streets	\$428,152.52	\$955,149.00	\$526,996.48	52.13%
401	Sanitation	\$174,935.97	\$371,813.00	\$196,877.03	52.95%
602	City Park	\$5,487.79	\$9,298.00	\$3,810.21	40.98%
601	Water	\$478,396.94	\$799,771.00	\$321,374.06	40.18%
608	Sewer	\$196,604.16	\$371,902.00	\$175,297.84	54.56%
Total		\$1,995,249.94	\$4,261,929.00	\$2,266,679.06	46.82%

CASH BALANCE SHEET

TX HERITAGE Bank/Cypress/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 634,681.07	\$ 306,658.52	\$ 244,221.91	\$ 697,117.68
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND	\$ 220,803.11	\$ 3,463.19		\$ 224,266.30
MCBS CHECKING	\$ 19,633.40	\$ 11.70		\$ 19,645.10
MCTF CHECKING	\$ 7,728.45	\$ 3.07		\$ 7,731.52
DDM CHECKING	\$ 2,833.44	\$ 1.13	\$ -	\$ 2,834.57
CHILD SAFETY-SZ	\$ 12,561.04	\$ 7.48	\$ -	\$ 12,568.52
ANIMAL SHELTER	\$ 36,009.93	\$ 28.61		\$ 36,038.54
HOTEL/MOTEL CHCK	\$ 86,987.44	\$ 103.67	\$ -	\$ 87,091.11
PEG FEES SUDDNL	\$ 4,601.92	\$ 1.83	\$ -	\$ 4,603.75
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
CYPRESS CD 02-1060	\$ 130,360.30	\$ 1,495.04	\$ -	\$ 131,855.34
4.60% 8/8/2024				
CYPRESS CD 02-1061	\$ 129,985.70	\$ 1,377.31	\$ -	\$ 131,363.01
4.25% 2/8/2025				
CYPRESS CD 01-1037	\$ 129,985.70	\$ 1,377.31	\$ -	\$ 131,363.01
4.25% 2/8/2025				
CYPRESS CD 01-1040	\$ 258,449.22	\$ 3,221.76	\$ -	\$ 261,670.98
5.00% 4/19/2024				
CYPRESS CD 01-1041	\$ 258,107.70	\$ 3,088.81	\$ -	\$ 261,196.51
4.80% 10/18/2024				
CYPRESS CD 02-1062	\$ 258,484.28	\$ 3,222.20	\$ -	\$ 261,706.48
5.00% 04/19/2024				
CYPRESS CD 02-1063	\$ 258,107.70	\$ 3,088.81	\$ -	\$ 261,196.51
4.80% 10/18/2024				
TX HERITAGE 02-1036	\$ 57,110.02	\$ 204.19	\$ -	\$ 57,314.21
4.5% 6/9/24				
TX HERITAGE 02-1034	\$ 62,301.84	\$ 222.75	\$ -	\$ 62,524.59
4.5% 6/9/24				
TexSTAR-01-1080	\$ 94,652.53	\$ 425.97		\$ 95,078.50
YIELD- 5.32%				
TexSTAR-02-1080	\$ 380,902.19	\$ 1,714.14		\$ 382,616.33
YIELD- 5.32%				
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	\$ 10,057.50	\$ 10,057.50	\$ 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	\$ 100.00			\$ 100.00
TX HRTG DEBT SERVICE #1835	\$ 100.00			\$ 100.00
GRAND TOTAL	\$ 3,177,213.92	\$ 339,774.99	\$ 385,544.42	\$ 3,131,144.49

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	\$ 57,440.64	\$ 63,486.11	\$ 63,486.11	\$ 53,557.35	\$ 41,293.43	\$ 35,680.32	\$ 39,677.01	\$ 31,459.64	\$ 34,548.22
MAY	\$ 57,699.79	\$ 44,380.90	\$ 44,380.90	\$ 48,081.93	\$ 44,606.19	\$ 34,907.70	\$ 32,406.71	\$ 41,223.85	\$ 56,468.45
JUNE	\$ 44,148.01	\$ 44,395.41	\$ 44,395.41	\$ 44,089.79	\$ 39,446.15	\$ 33,957.00	\$ 36,456.88	\$ 34,687.58	\$ 31,820.67
JULY	\$ 63,081.26	\$ 53,757.11	\$ 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	\$ 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	\$ 47,786.30	\$ 43,148.35	\$ 36,962.28	\$ 31,329.20	\$ 31,432.68	\$ 32,602.90	\$ 39,033.77
	\$ 316,972.89	\$ 635,794.98	\$ 600,159.66	\$ 523,352.32	\$ 464,534.53	\$ 426,354.49	\$ 419,669.82	\$ 445,327.33	\$ 471,663.41

% Increase/decrease from previous Year	5.93%	14.68%	12.67%	8.95%	1.59%	-5.74%	-5.58%	11.73%
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RURAL BUSINESS ENTERPRISE GRANT
March 1, 2024

Name	LOAN DATE	Loan Matures	Loan Amount	Payment Amount	Delinquent	BALANCE
Richard Chapman	12/2/2011	12/1/2015	\$ 19,566.31	\$ 300.00		\$ 1,056.36 Paid \$300 on 10/9/22
Chris Smith	10/16/2015	11/25/2025	\$ 32,000.00	\$ 301.66		\$ 6,192.49
Chris Smith-TexSTAR Properties	1/1/2019	1/1/2029	\$ 75,000.00	\$ 708.00		\$ 39,150.35
Chris Smith-TexSTAR Properties #2	7/27/2021	7/27/2031	\$ 76,884.00	\$ 725.00		\$ 58,821.13 NAVA
Austin Luxury Realty	10/15/2021	10/15/2031	\$ 43,000.00	\$ 405.00		\$ 33,488.26
Morris Pharmacy Sean Family Realty	2/15/2022	2/15/2032	\$ 80,000.00	\$ 755.99		\$ 60,594.02
Marty Walker Realty	8/24/2022	8/24/2032	\$ 75,000.00	\$ 707.02		\$ 64,908.64
Start2Finish	12/1/2022	12/1/2027	\$ 35,000.00	\$ 621.16		\$ 26,655.32
Chims Investments	2/20/2024	2/20/2034	\$ 25,000.00	\$ 235.68		\$ 24,816.40
			\$ 461,450.31			\$ 315,682.97

**PAID BY GEORGIA

RBEG Balance as of 3/31/2024 \$224,266.30

MINUTES OF REGULAR MEETING
OF ECONOMIC DEVELOPMENT CORPORATION
CITY OF DAINGERFIELD
MARCH 13, 2024

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

Absent: Board members: Keitha Nilsson, Maci McGill

Others: Kyle Harris, President, Daingerfield-Lone Star Youth Sports

President Smith called the meeting to order at 4:13 p.m.

2. Public Hearing

- a. Conduct a public hearing to discuss and hear discussion and consider taking action on the Daingerfield 4-A Economic Development Corporation Project for the Irvin Ballpark Bathroom Project

Public hearing opened at 4:13 pm and closed at 5:35 pm.

3. **Hear, Discuss and Possibly Approve the Minutes from the January 25, 2024, meeting:** Motion was made by Jason Horn to approve the minutes from the January 25, 2024, meeting, seconded by Walter Bass and all voted for. Motion Carried
4. **Hear, Discuss and Possibly Act to Approve the Economic Development Financial Reports:** Motion made by Brenda Howard to Approve the Economic Development Financial Reports, seconded by Chris Smith and all voted for, motion carried.
5. **Hear, Discuss and Possibly Act to Approve contractor for the Daingerfield Irvin Park Bathroom Project:** Motion made by Brenda Howard to table until Fernando Lucha, Contractor, presented another bid that is comparable to Lindberge Construction, seconded by Walter Bass. All voted for and motion carried.
6. **Hear, Discuss and Possibly Recommend Sales Tax and Use Election Marketing:** Motion made by Brenda Howard to approve the recommended sales tax and use election marketing items of purchasing signs for display, flyers to hand out and use of the new Facebook page for campaigning, seconded by Jason Horn and all voted for, motion carried.
7. Adjournment.

There being no further business before the board, the meeting was adjourned at 5: 35 p.m. on motion by Walter Bass seconded by Brenda Howard and all voted for, motion carried.