

AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, January 8, 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 December 11, 2023.

5. **Business**

Discuss, Consider, and Possibly Take Action Regarding:

- A. Deliberate and Possibly Act to Approve a Resolution Accepting a General Warranty Deed from Daingerfield Lone Star Youth Sports Association.
- B. Deliberate and Possibly Act to Approve a Resolution Approving of a Lease Agreement between the City of Daingerfield and the Daingerfield Lone Star Youth Sports Association
- C. Resolution Authorizing Application for Financial Assistance from the Texas Water Development Board for Water System Improvements.
- D. Deliberate and Possibly Act to Approve a policy amendment to the employee handbook to add Paid Parental Leave Policy.
- E. Deliberate and Act to Approve Daingerfield Police Department Racial Profiling Report
- F. Deliberate and Act to Approve Daingerfield Fire Department Racial Profiling Report

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

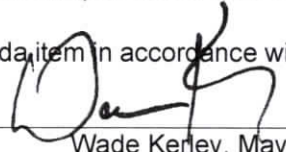
- A. Animal Shelter, Code Enforcement, Electrical, EMS, Fire, Library, Municipal court, Police, Public Works
- B. Financial
- C. City Manager

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

- A. Economic Development Corporation and Northeast Texas Municipal Water District

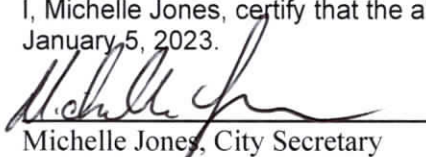
8. **Adjournment.**

Note: The City of Daingerfield reserves the right to conduct closed meetings on any agenda item in accordance with §551.071 -- §551.076 of the Government Code.



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, January 5, 2023.



Michelle Jones, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES

January 8, 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 November 13, 2023:** Drafts of the minutes are on pages 4 through 6 of your packets.

5. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. **Deliberate and Possibly Act to Approve a Resolution Accepting a General Warranty Deed from Daingerfield Lone Star Youth Sports Association:** Resolution is on page 7 and 8, the Warranty Deed is located on page 10 through 12. A title report was obtained and is on page 15 and 16.
- B. **Deliberate and Possibly Act to Approve a Resolution Approving of a Lease Agreement between the City of Daingerfield and the Daingerfield Lone Star Youth Sports Association:** Resolution is on pages 17 and 18. Signed lease agreement is on pages 20 through 24. The Youth association asked for one change to the lease agreement, which is to have exclusive use during the baseball/softball season from February 1 to July 31 of each year. This addition is on page 1 of the lease agreement under Section V. Authorized Use and Occupancy.
- C. **Resolution Authorizing Application for Financial Assistance from the Texas Water Development Board for Water System Improvements:** Resolution is on page 25.
- D. **Deliberate and Possibly Act to Approve a policy amendment to the employee handbook to add Paid Parental Leave Policy:** Policy is on pages 26 through 28.
- E. **Deliberate and Act to Approve Daingerfield Police Department Racial Profiling Report:** Report on pages 29 through 38.
- F. **Deliberate and Act to Approve Daingerfield Fire Department Racial Profiling Report:** Report on pages 39.

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:** Monthly Reports are on pages 40 through 51.
- B. **Financial:** Located on pages 52 through 58
- C. **City Manager:** Michelle's report is on page 3.

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

- A. **Economic Development Corporation, Northeast Texas Municipal Water District:** The EDC did not meet in December, there is no report to submit. Copies of the NTMWD minuets are on pages 59 and 60.

8. Adjournment



Interim City Manager's Report

Regrettably, TXDOT did not approve the initial location for the Digital Sign. I am actively exploring an alternative site and will provide updates as soon as that information becomes available.

As discussed in the previous meeting, we have the option to hire a ground maintenance position to manage landscaping and trash within the City. After reviewing the budget, it has been determined that there is no need for a budget amendment to facilitate the hiring of this position. I have posted this opening and will be conducting interviews.

We've successfully initiated the first round of water billing using our new software, and I'm pleased to inform you that it's progressing smoothly. Although there have been minor issues that required resolution, the overall performance of the software is commendable. Special acknowledgment goes to our utility billing clerk, Melinda Precise, whose dedicated efforts have played a crucial role in the seamless implementation of this software.

Currently, we have one home approved for the HOME Program, one home still pending approval, one new applicant and three that were not eligible.

All information from the ground EMS and flight crews has been relayed to STV, formally CP&Y. Darrell Vickers with STV is working on a fee proposal and will have that to me by the end of this month.

Michelle Jones
Interim City Manager



MINUTES OF REGULAR MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
December 11, 2023

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

Absent: Mike Carter

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

Others: Josh Sanders-S2F, Jeremy Burchter-SPI, Chris Osburn-SPI, Beverly Austin-EDC, Pam Spann-Charter Review Commission, Jim Goodman-Charter Review Commission

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:

No 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 November 13, 2023:** Motion made by Councilmember Hood to approve consent agenda as presented, seconded by Councilmember Smith and all voted for. Motion carried.

5. Business

Discuss, Consider, and Possibly Take Action Regarding:

- A. Deliberate and Act to Remove former City Manager Keith Whitfield as Authorized Signatories for the Disbursement of City Funds:** Motion made by Councilmember Ayers to remove former City Manager Keith Whitfield as Authorized signatory for the Disbursement of city funds, seconded by Councilmember Hood and all voted for. Motion carried.

- B. Deliberate and Possibly Act to Approve a Resolution authorizing the City of Daingerfield to participate in the Texas SmartBuy Membership Program and appointing Interim City Manager Michelle Jones as Primary contact and Finance Director Amanda Sanders as Secondary Contact:** Motion made by Councilmember Hood to Approve a Resolution authorizing the City of Daingerfield to participate in the Texas SmartBuy Membership Program and appointing Interim City Manager Michelle Jones as Primary contact and Finance Director Amanda Sanders as Secondary Contact, seconded by Councilmember Ramirez and all voted for. Motion carried.
- C. Deliberate and Possibly Act to Approve Interim City Manager to submit an Intent to Apply Letter for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund for Phase 2 Drinking Water Improvements:** Motion made by Councilmember Hood to Approve Interim City Manager to submit an Intent to Apply Letter for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund for Phase 2 Drinking Water Improvements seconded by Councilmember Smith and all voted for. Motion carried.
- D. Deliberate and Possibly Act to Approve Ordinance 2023-14 Authorizing the Daingerfield Economic Development Corporation Type A to undertake any Project that a Type B Economic Development Corporation may undertake.:** Motion made by Councilmember Hood to Approve Ordinance 2023-14 Authorizing the Daingerfield Economic Development Corporation Type A to undertake any Project that a Type B Economic Development Corporation may undertake seconded by Councilmember Ayers and all voted for. Motion carried.
- E. Deliberate and Possibly Act to Approve Recommendations from the Daingerfield Charter Review Commission for the May 4, 2024, election:** Motion made by Councilmember Hood to Approve Recommendations from the Daingerfield Charter Review Commission for the May 4, 2024, election seconded by Councilmember Ramirez, and all voted for. Motion carried.
- F. Deliberate and Possibly Act to Approve Resolution 20231211 Authorizing the Expenditure of Hotel Tax Revenue Funds to Purchase Signage which Promotes Tourism:** Motion made by Councilmember Ayers to Approve Resolution 20231211 Authorizing the Expenditure of Hotel Tax Revenue Funds to Purchase Signage at a cost of \$49,800 which Promotes Tourism, seconded by Councilmember Smith 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 7:04 p.m. on motion by Councilmember Smith seconded by Councilmember Ayers and all voted for, motion carried.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary

RESOLUTION NO. 01082024

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF
DAINGERFIELD, TEXAS, ACCEPTING THE CONVEYANCE OF REAL
PROPERTY AND ACCEPTING DELIVERY OF A GENERAL
WARRANTY DEED FROM DAINGERFIELD DIXIE YOUTH
BASEBALL ASSOCIATION; AND PROVIDING FOR EFFECTIVE DATE
AND OPEN MEETINGS CLAUSES.**

WHEREAS, the City of Daingerfield (the "City") is a Home Rule City governed by a City Charter;

WHEREAS, the City is authorized to accept a donation of real property under the general laws of the State of Texas, to include the Texas Constitution and under the authority of the City Charter, both express and implied;

WHEREAS, the Daingerfield Dixie Youth Baseball Association has delivered a general warranty deed conveying real property to the City;

WHEREAS, the City Council for the City of Daingerfield (the "City Council") desires to take action by and through the adoption of this Resolution to authorize and approve of the acceptance of the general warranty deed duly and properly executed and delivered by the Daingerfield Dixie Youth Baseball Association;

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

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

Section 2. Authority. The City Council is authorized under the general laws of the State of Texas, to include the Texas Constitution and under the authority of the City Charter, both express and implied, to accept the donation of a conveyance of real property on behalf of the City.

Section 3. Acceptance of the General Warranty Deed. The City Council, by and through the adoption of this Resolution, accepts the delivery of the General Warranty Deed dated _____, 2024 attached to this Ordinance as Exhibit "A". The City Council directs the City Secretary to file and record the General Warranty Deed dated _____, 2024 attached to this Ordinance as Exhibit "A" in the Official Public Records of Morris County, Texas.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council and its publication as required by the Texas *Local Gov't. Code*.

Section 5. Open Meetings. That 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*.

PASSED AND APPROVED this the 8th day of January, 2024.

ATTEST:

CITY OF DAINGERFIELD, TEXAS

Michelle Jones, City Secretary

Wade Kerley, Mayor

EXHIBIT "A"

General Warranty Deed Dated January ____, 2024 from Daingerfield Dixie Youth Baseball Association as Grantor to the City of Daingerfield as Grantee

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: January 4, 2024.

Grantor: Daingerfield Dixie Youth Baseball Association

Grantors' Mailing Addresses: 448 County Road 2213 Daingerfield, TX 75638

Grantee: The City of Daingerfield, Texas, a Texas municipal corporation.

Grantee's Mailing Address: 101 Linda Street, Daingerfield, Texas 75638

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged with no lien having been retained, either express or implied.

Property (including any improvements): The real property located in Morris County, Texas, and described as follows:

Being a 15.56 acre tract of land located in the John King Survey, A-167, and being situated approximately S. 30° E. a distance of one-mile from the Courthouse in the City of Daingerfield, Morris County, Texas. Sai 15.56 acre tract of land being more particularly described in field notes prepared by J.W. Owens, Registered Public Survey on the 22nd day of September, 1981, which are attached hereto as Exhibit A and incorporated herein for all legal purposes. SAVE AND EXCEPT the 2.0 acre tract out of the Northwest corner which was previously sold, in a Warranty Deed dated the 29th day of October, 1981. Said tract of land hereby conveyed containing 13.56 acres, more or less.

SAVE AND EXCEPT, all of the oil, gas and other minerals in and under and that may be produced from this property, together with the rights of ingress and egress, all as set forth and described in that Warranty Deed dated October 29, 1981, recorded in Volume 173, Page 694 of the Deed Records of Morris County, Texas, (the "Property"),

together with all of Grantors' right, title, and interest in and to (a) all buildings, structures, fixtures, and improvements situated on, in, or under the real property ("Improvements") any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantors, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way,

or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property, (collectively all referred to herein as the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments other than liens and conveyances, that affect the property.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, GRANTS, SELLS, AND CONVEYS to the Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the above-described Property to Grantee and Grantee's heirs, successors, and assigns forever. Grantors binds Grantors themselves, and Grantors' heirs, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

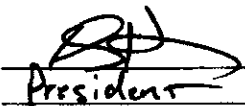
Grantee, by its acceptance of this warranty deed, does not assume payment of any standby charges, ad valorem taxes, and assessments for the 2024 calendar year and prior calendar years, each to the extent attributable to all or part of the Property. Grantor assumes obligations for payment of all ad valorem taxes and assessments for prior years due to change in land usage, ownership, or both, all of which the Grantor assumes and agree to pay.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties and no independent title search has been made by the attorney preparing this instrument. No independent review of any survey or legal description of any property has been performed by the attorney preparing this instrument. No responsibility for validity of any real estate title is assumed by the attorney preparing this instrument. This instrument is effective as of and on the date signed by each of the Grantors.

GRANTOR:

DAINGERFIELD DIXIE YOUTH BASEBALL ASSOCIATION

By: 
Its: President

Date Signed: January 4, 2024

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF MORRIS §

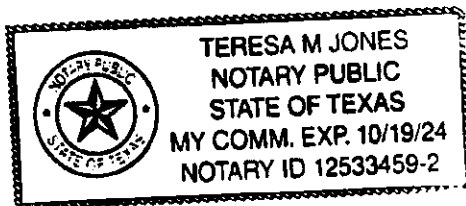
On this day personally appeared before me, Kyle Harrison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is described in and who executed the foregoing instrument and acknowledged that he signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal, the 4th day of January, 2024.



Notary Public - State of Texas

My Commission Expires: 10/19/24



AFTER RECORDING RETURN TO:

The City of Daingerfield, Texas
101 Linda Drive
Daingerfield, Texas 75638

DIXIE YOUTH BASEBALL ASSOCIATION
dba DAINGERFIELD LONE STAR YOUTH SPORTS ASSOCIATION

MEETING MINUTES

NOVEMBER 28, 2023

Meeting held at Lion's Club clubhouse @ 1905

Members signed in attendance: Deanna Harrison, Michael Parker, Dawn Allender, Brandon Langford, Kyle Harrison, Lataria Frazier

Guests present: Michelle Jones

Financial

Current balance is \$4886.48.

Still collecting for basketball sign ups; will need to purchase uniforms

Raffle fundraiser \$ still being collected

Scout Hut rental will be paid for the year in January @ \$20/month

Old Business

Membership has some questions and concerns regarding the proposed lease agreement from the City of Daingerfield, in exchange for the City taking ownership of the Irvin Park property. City Secretary/Interim City Manager Michelle Jones present to address concerns and answer questions.

*Discussion to add a clause for dates "Association" will have priority use so public use does not interfere during baseball/softball season

*Jones confirmed that insurance can be added in both the City and Association names, to satisfy Dixie policies

*A title search will be necessary and costs \$500, the City will pay for this.

*There is a grant that opens in February, money would be awarded in the fall and available in 2025.

After discussion, motion is made to move forward and sign lease agreement with City of Daingerfield to take ownership of Irvin Park, with DLSYSA use dates of February 1-July 31 annually, for baseball & softball season. Kyle Harrison, as current President of the "Association" is given authority as signatory. Motion made by Brandon Langford, second by Dawn Allender; vote of 5 for and none opposed, motion passes.

New Business

We will have final numbers for basketball this week and set a draft for the age groups that have multiple teams.

Raffle tickets are due December 20.

Deanna, as secretary, requests approval to create a drop box account. The costs is approximately \$18/mo, if billed annually. This will allow for digital filing of all documents, including birth certificates. It will eliminate any one person being responsible for keeping physical files and officers will have access to the account. Michael Parker makes motion to approve, second by Brandon Langford. Vote of 5 for, none opposed, motion passes.

With no other business, meeting adjourned at 2010.



Deanna Harrison, Secretary



Kyle Harrison, President

LIMITED TITLE SEARCH

THE STATE OF TEXAS

3483

COUNTY OF MORRIS

We, MORRIS COUNTY LAND, ABSTRACT & TITLE COMPANY, of Morris County, Texas, do hereby certify that we have made a careful examination of the instruments on file or on record in the offices of the County and District Clerks of Morris County, Texas, beginning February 19, 1982, and we find no instruments affecting title to the following described land, to-wit:

All that certain 15.56 acres of land, LESS AND EXCEPT 2.0 ACRES AS DESCRIBED IN WARRANTY DEED DATED OCTOBER 29, 1981 RECORDED IN VOL. 173, PAGE 697, REAL PROPERTY RECORDS, MORRIS COUNTY, TEXAS, in the John King Survey A-167, Morris County, Texas, more fully described in EXHIBIT "A" attached hereto and made a part hereof for all purposes.

in the name of DAINGERFIELD DIXIE YOUTH BASEBALL ASSOCIATION to have been filed, EXCEPT THE FOLLOWING:

- 1. Warranty Deed dated October 29, 1981 and recorded on February 19, 1982 in Vol. 173, page 694, Real Property Records, Morris County, Texas by Dr. Donald R. Smith, et al to Daingerfield Dixie Youth Baseball Association conveying 13.56 acres, more or less.**
- 2. EXHIBIT: Warranty Deed dated October 29, 1981 and recorded on February 19, 1982 in Vol. 173 page 697 Real Property Records, Morris County, Texas by Dr. Donald R. Smith, et al to Daingerfield Dixie Youth Baseball Association. Conveying 2 acres, more or less.**
- 3. Daingerfield Dixie Youth Baseball Association Constitution and By-Laws recorded on January 6, 1983 in Vol. 177, page 634, Real Property Records, Morris County, Texas.**
- 4. Easement dated April 25, 1983 and recorded in Vol. 178, page 583, Real Property Records, Morris County, Texas by Daingerfield Dixie Youth Baseball Association to Southwestern Electric Power Company.**
- 5. Petition for Annexation and Waiver and Ordinance of Annexation recorded in Vol. 197, page 323, Real Property Records, Morris County, Texas.**

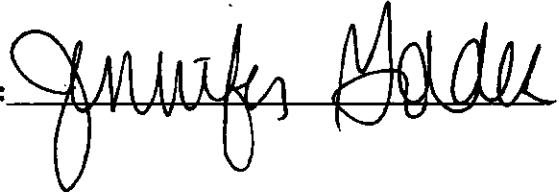
This search is made and issued with the express understanding evidenced by the acceptance

of the same, that the undersigned does not undertake to give or express any opinion as to the validity of the title to the property hereinabove mentioned, but is simply reporting herein and hereby as to recitals of certain instruments filed or found of record in Morris County, Texas and that the undersigned will incur no liability by reason of the issuance, delivery and/or the use of this search.

WITNESS the hand and seal of MORRIS COUNTY LAND, ABSTRACT & TITLE COMPANY in the City of Daingerfield, Morris County, Texas, this 15TH DAY OF DECEMBER, 2023.

MORRIS COUNTY LAND,
ABSTRACT & TITLE COMPANY

By: _____

A handwritten signature in black ink, appearing to read "Jennifer Golder", is written over a horizontal line.

RESOLUTION NO. 01082024-2

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF DAINGERFIELD, TEXAS, AUTHORIZING AND APPROVING OF A LEASE AGREEMENT BETWEEN THE CITY OF DAINGERFIELD, TEXAS AND THE DAINGERFIELD DIXIE YOUTH BASEBALL ASSOCIATION; APPROVING AND AUTHORIZING THE EXECUTION OF THE LEASE AGREEMENT; DEEMING A PUBLIC PURPOSE IS SERVED BY THE EXECUTION OF THE LEASE AGREEMENT; AND PROVIDING FOR EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City of Daingerfield (the "City") is a Home Rule City governed by a City Charter;

WHEREAS, the City is authorized to accept a donation of real property under the general laws of the State of Texas, to include the Texas Constitution and under the authority of the City Charter, both express and implied;

WHEREAS, the Daingerfield Dixie Youth Baseball Association conveyed certain real property to the City known as Irvin Park;

WHEREAS, the Daingerfield Dixie Youth Baseball Association now desires to lease the real property known as Irvin Park from the City;

WHEREAS, the lease of the real property known as Irvin Park to the Daingerfield Dixie Youth Baseball Association will serve a valid public purpose and will serve the interests of the City, the community, and its residents;

WHEREAS, the City Council for the City of Daingerfield (the "City Council") desires to approve a lease agreement for the lease of the real property known as Irvin park to the Daingerfield Dixie Youth Baseball Association, subject to the terms of a written lease agreement;

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

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

Section 2. Authority. The City Council is authorized under the general laws of the State of Texas, to include the Texas Constitution and under the authority of the City Charter, both express and implied, to accept the donation of a conveyance of real property on behalf of the City.

Section 3. Approval of Lease Agreement. The City Council, by and through the adoption of this Resolution, approves of the Lease Agreement attached to this Ordinance as Exhibit "A."

Section 4. Authorization to Execute Lease Agreement. The City Manager or the Mayor are authorized to execute the Lease Agreement attached to this Ordinance as Exhibit "A."

Section 5. Public Purpose. The City Council deems that a valid public purpose will be served by leasing the real property known as Irvin Park to the Daingerfield Dixie Youth Baseball Association under the terms and conditions set forth in the Lease Agreement attached to this Ordinance as Exhibit "A."

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council and its publication as required by the Texas *Local Gov't. Code*.

Section 7. Open Meetings. That 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*.

PASSED AND APPROVED this the 8th day of January, 2024.

ATTEST:

CITY OF DAINGERFIELD, TEXAS

Michelle Jones, City Secretary

Wade Kerley, Mayor

EXHIBIT "A"

**Lease Agreement Between the City of Daingerfield and
the Daingerfield Dixie Youth Baseball Association**

LEASE AGREEMENT

SECTION I. THE PARTIES

This Lease Agreement (the "Lease") is made between **THE CITY OF DAINGERFIELD, TEXAS**, (the "Lessor") and **DAINGERFIELD LONE STAR YOUTH SPORTS ASSOCIATION**, (the "Lessee").

SECTION II. DESCRIPTION OF LEASED PREMISES

Lessor agrees to lease to Lessee, parkland and park areas owned by the City of Daingerfield, Texas, and located within the City of Daingerfield (the "City"), known as Irvin Park. (Hereinafter called the "Leased Premises"). The Leased Premises are described as follows: See attached Exhibit "A". (The "Leased Premises" or "Premises").

SECTION III. LEASE TERM

The term of this Lease shall be 25 years (25 Years). This Lease shall commence on the 8th day of January 2023, and shall terminate on the 8th day of January 2048, unless renewed or terminated under the terms of this Lease.

SECTION IV. RENT

Lessee agrees to pay to Lessor without any prior demand therefor and without any deduction or set off whatsoever, the sum of \$10.00 per year in advance. The Parties agree that the Leased Premises will be used for providing a location for youth sports, to include baseball and softball, and. That such uses will serve to benefit the community and its residents.

SECTION V. AUTHORIZED USE AND OCCUPANCY

- A. Lessee shall use and occupy the Leased Premises as a youth baseball complex to hold and conduct youth baseball games and youth baseball tournaments organized by the Lessee and for no other purpose. Lessor represents that the Leased Premises may lawfully be used for such purpose.
- B. Lessee shall have the right to exclusive use of the youth baseball complex between February 1 and July 31 of each year being the period of time coinciding with baseball and softball seasons.
- C. Subject to the right and period of exclusive use set forth in Para. B of this Section V, Lessee agrees and acknowledges that the members of the public will be entitled to use the Leased Premises to the extent such public use does not interfere with or prevent Lessee's use of the Leased Premises as authorized under this Lease Agreement.

D. Lessee is familiar with the Leased Premises and Lessee has investigated and examined the Leased Premises and accepts the Leased Premises in its present 'as-is' condition as suitable for the purposes for the Lessee's intended or expected uses. Lessee hereby accepts the Leased Premises regardless of reasonable deterioration between the date of this Lease and the date Lessee begins to use the Leased Premises. Lessor makes no representations or warranties as to the suitability and use of the Leased Premises. Lessor expressly disclaims any and all warranties, express or implied, of the suitability and use of the Leased Premises. Lessor expressly waives any and all warranties, whether express or implied, related to the use and condition of the Leased Premises. Lessee, therefore, expressly waives any implied warranty of suitability for the use and purposes of the Lease and the Leased Premises.

SECTION VI. PLACE FOR PAYMENT OF RENT

Lessee shall Pay Rent to the Lessor at City Hall located at 101 Linda Street, Daingerfield, Texas 75638, or at such other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or set off.

SECTION VII. CARE AND REPAIR OF PREMISES

A. Lessee shall maintain the Leased Premises and all of the grounds and structures located thereon in good repair and condition. Lessee agrees to permit the utility services to be placed in the City's name. Lessee shall pay the costs of all utility services for electricity, water, sewer, gas, and telephone services, as may be used by Lessee, and shall, at Lessee's own cost and expense, keep all service lines therefor, including any fixtures owned by the Lessor, in good repair and condition, subject only to ordinary wear and tear from ordinary use and occupancy.

B. Lessor shall not be liable to the Lessee's agents, servants, licensees, or invitees for any damages sustained to person or property by reason of any defects in the Lease Premises.

C. Lessor will maintain the periphery of the entire complex (area outside the outfield fences on the baseball and softball fields.) The periphery does not include the walkways, seating areas or trash receptacles. Lessor will be responsible for the maintenance and upkeep of the road entrances and parking lots.

D. The Lessee shall surrender up the Lease Premises upon the expiration of the term in same good condition as existed on the date of this Lease, less reasonable wear and tear thereof from ordinary use and occupancy, and damages from the elements, unavoidable casualties, and acts of God alone excepted.

SECTION VIII. ALTERATIONS AND IMPROVEMENTS

Lessee shall not make any alterations, additions, or improvements in, to, or about the Leased Premises, unless the Lessor, acting through its City Council by formal resolution, has provided prior approval of the alterations, additions, or improvements to Leased Premises in writing.

SECTION IX. TERMINATION

Lessor may terminate this Lease and demand possession of the Leased Premises if Lessee breaches any term or covenant under this Lease. In the event Lessee shall be in default under the terms of this Lease, Lessor shall provide Lessee with written notice of the default allowing the Lessee seven (7) days to cure the default. If the Lessee fails or refuses to cure the default, Lessor may provide Lessee with notice of termination of this Lease and shall provide Lessee with a one (1) day written notice to vacate the Leased Premises, upon receiving one day written notice to vacate, the Lessee shall vacate the Leased Premises and return possession of the Leased Premises to the Lessor.

SECTION X. ASSIGNMENT AND SUBLEASE

Lessee shall not, without first obtaining the written consent of the Lessor acting by and through its City Council, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Leased Premises or any part thereof. This covenant shall be binding upon the legal representatives of Lessee, and upon every person to whom Lessee's interest under this Lease passes by operation of law.

SECTION XI. NO WAIVER OF IMMUNITY

No terms or condition contained in this Lease shall waive any statutory or common-law immunity or defense of the City. The City does not intend to waive any statutory or common-law immunity or defense and no term or condition of this Lease shall be construed to waive any statutory or common-law immunity or defense.

SECTION XII. INSURANCE

A. Lessee shall, at Lessee's expense, during the term of this Lease keep all buildings and structures on said Leased Premises insured against loss or damage by fire, with extended coverage, if obtainable, to include direct loss by windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke damage to the full insurable value thereof.

B. At all times after the execution of this Lease, Lessee will carry and maintain, at its expense with insurance companies reasonably acceptable to Lessor a commercial general liability insurance policy, or similar policy of insurance, including products/completed operations and insurance against assumed or contractual liability under this Lease, for liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises including any portion to afford protection with respect to bodily injury, death or property damage related to any of Lessee's use and occupancy of the Leased Premises.

C. Such policy or policies of insurance shall name both Lessor and Lessee as a named additional insured. Lessee, at its own expense, shall also provide and maintain in force during the term of this Lease, liability, and property damage insurance in an amount as approved by the Lessor covering Lessor as well as Lessee with one or insurance companies duly authorized to transact business in Texas.

SECTION XIII. INDEMNITY

Lessee agrees to indemnify and hold Lessor harmless against all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the Leased Premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Leased Premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

SECTION XIV. EXPIRATION; RENEWAL

This Lease shall expire as provided in this Lease, whereupon, Lessee shall have no further right to use or occupy the Leased Premises as provided in this Lease. However, the Lessor, acting through its City Council, may elect to renew or extend this lease for additional one (1) year terms or upon other terms as determined by the City Council. If this Lease is not extended as provided in this Paragraph, this Lease shall terminate upon expiration of the current term.

SECTION XV. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between Lessor and Lessee. There are no oral agreements between Lessor and Lessee. All agreements between the Lessor and Lessee are expressly set forth and contained in this Lease. All other lease agreements between the Lessor and Lessee regarding the lease and use of the Leased Premises as provided and as authorized by this Lease are terminated and replaced by this Lease.

SECTION XVI. AUTHORITY TO EXECUTE LEASE

Each party executing this Lease in the capacity as set forth below represents that they are duly authorized to execute this Lease Agreement and that each signatory has received all necessary approvals and authorizations from their governing bodies to sign their names and bind each party to the terms of this Lease as set forth below.

DATED TO BE EFFECTIVE AS OF this ____ day of January 2024.

LESSOR:

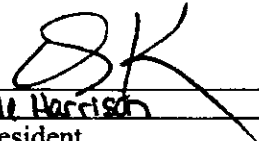
CITY OF DAINGERFIELD, TEXAS

By: _____
Wade Kerley,
Title: Mayor

Date: January _____, 2024

LESSEE:

**DAINGERFIELD LONE STAR YOUTH
SPORTS ASSOCIATION**

By:  _____
Its: President

Date: January 4, 2024

EXHIBIT "A"

Being a 15.56 acres tract of land located in the John King Survey, A-167 and being situated approximately S. 30° E. a distance of one mile from the Courthouse in the City of Daingerfield, Morris County, Texas. Said 15.56 acres tract of land being more particularly described as follows:

Beginning at a steel pipe set for a fence corner at the northwest corner of the Daingerfield City Sewer Treatment Plant for the north northeast corner of this tract of land.

Thence: S. 88° 21' 39" W. a distance of 706.20 ft. to an iron pin set in a fence line for the northwest corner of this tract of land.

Thence: S. 01° 37' 11" E. along and with said fence line, a distance of 356.0 ft. to an iron pin set at a fence corner for a corner of this tract of land.

Thence: S. 84° 16' 50" E. along and with said fence a distance of 112.46 ft. to an iron pin set at a fence corner for an indenture corner of this tract of land.

Thence: S. 14° 09' 48" W. along and with said fence a distance of 429.52 ft. to an iron pin set at a fence corner for the southwest corner of this tract of land.

Thence: In a southeasterly direction along and with said fence line as follows: S. 56° 28' 10" E.--405.727 ft.; S. 28° 34' 44" E.--80.846 ft.; S. 57° 20' 05" E.--161.86 ft. and East--92.4 ft. to an iron pin set at a fence corner for the southeast corner of this tract of land.

Thence: In a northerly direction along and with a fence as follows: N. 23° 32' 15" E.--379.542 ft. and N. 01° 14' 24" E.--455.461 ft. to an iron pin set at a fence corner for the east northeast corner of this tract of land.

Thence: N. 89° 59' 49" W. along and with said fence a distance of 284.893 ft. to a steel pipe for a fence corner for an indenture corner of this tract of land. Said steel pipe being the southwest corner of the said treatment plant.

Thence: N. 28° 24' 05" E. along and with said fence a distance of 435.196 ft. to the place of beginning, containing 15.56 acres of land, more or less.

LESS AND EXCEPT 2.0 ACRES AS DESCRIBED IN WARRANTY DEED DATED OCTOBER 29, 1981 RECORDED IN VOL. 173, PAGE 697, REAL PROPERTY RECORDS, MORRIS COUNTY, TEXAS

**RESOLUTION AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE
TEXAS WATER DEVELOPMENT BOARD FOR WATER SYSTEM IMPROVEMENTS**

THE STATE OF TEXAS	§
COUNTY OF MORRIS	§
CITY OF DAINGERFIELD	§

WHEREAS, the City of Daingerfield, Texas (the "City") desires to submit one or more applications for financial assistance submitted to the Texas Water Development Board for water and sewer system improvements; and

BE IT AUTHORIZED BY THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS:

1. That one or more applications are hereby approved and authorized to be filed with the TWDB seeking financial assistance in an aggregate amount not to exceed \$3,875,500 for purposes of the planning, acquisition, design and/or construction of improvements to the City's water system, including water lines, storage facilities, electrical systems, pumps, valves, fittings, and related infrastructure improvements.

2. That the Mayor and City Secretary of said City are each hereby designated the authorized representatives of the City for the purpose of furnishing such information and executing such documents as may be required in connection with the preparing and filing of such application for financial assistance and with complying with the rules of the TWDB.

3. That this authorization shall become effective immediately upon adoption.

SIGNED this, the 8th day of January, 2024.

Mayor

Secretary



Paid Parental Leave Policy

Purpose

Flexible and family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. The City of Daingerfield provides Paid Parental Leave (PPL) to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption, foster care, or other legal placement to care for and bond with the child.

Effective Date

This policy is effective beginning January 8, 2024, and will remaining in effect until further notice. This policy will not be retroactive.

Scope

To be eligible for PPL, an employee must be eligible for leave under the Family and Medical Leave Act ("FMLA") by meeting the following criteria:

- Have been employed with the City for at least 12 months (the 12 months do not need to be consecutive); and
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin; and
- Be regularly scheduled to work 20 or more hours per week in a full-time or reduced-schedule position.

*Temporary or seasonal employees and interns are not eligible for PPL. In addition, employees must meet one of the following criteria:

- Have given birth to a child;
- Be a co-parent of a person who has given birth to a child;





- Have adopted a child age 17 or younger, except for adoption by one spouse of the other spouse's child; or
- Placement with the employee of a foster child, or other child, to whom the employee stands in the position of a parent (in loco parentis), age 17 or younger.

*PPL is not allowed for placement of a child in parental custody cases or legal assignments as a Guardian ad Litem.

Policy

Basics

The City of Daingerfield provides up to four weeks (160 hours) of PPL during a rolling 12-month time frame. In no case will an employee receive more than four weeks of PPL regardless of whether more than one birth, adoption, or foster care placement occurs within that 12-month time frame. If both parents are employed by the City, and each is eligible for PPL as provided in this policy, each parent may use a maximum of four weeks of PPL.

For adoptions, the employee may choose whether the date of adoption of a child is the date the child is placed in the employee's home in anticipation of legal adoption or the date the adoption is approved by a court of law.

Each week of PPL is compensated at 100 percent of the employee's regular, straight-time weekly pay. PPL will be paid on a biweekly basis on regularly scheduled pay dates.

Approved PPL may be taken at any time during the 26 week period immediately following the birth, adoption, or placement. Employees may take PPL continuously or intermittently (intermittent schedule must be approved by supervisor), but all PPL must be used during the 26 weeks following the child's birth, adoption, or placement. Any unused PPL will be forfeited at the end of the 26 week time frame. Upon termination of the individual's employment at the City, employees will not be paid for any unused PPL for which they were eligible.





Coordination with Other Policies

In no case will the total amount of leave for the birth, adoption, foster care, or other legal placement, whether paid or unpaid, granted to the employee exceed 12 weeks. Available leave (for example, sick, vacation, holiday) may be used to extend paid leave beyond the four weeks of PPL. Employees are not required to exhaust all leave before taking PPL.

The City of Daingerfield will maintain all benefits for employees during the PPL period just as if they were taking any other paid leave.

If a City holiday occurs while the employee is on PPL, the absence will be charged to holiday pay.

Request for PPL

PPL runs concurrently with FMLA; however, if an employee has exhausted all available FMLA because of a reason that is not the birth, adoption, or placement of a child, the employee is still eligible for up to four weeks of PPL. The employee must submit their FMLA request to the Human Resources department within 30 days prior to the proposed date of the leave (or if the need for leave was not foreseeable, as soon as possible after the need for leave is identified). The employee must complete the necessary forms and provide all documentation as required by human resources to substantiate the request.

The decision regarding the request for leave will be provided in writing by Human Resources within 15 days of the request. Any delay in making the decision or informing the employee of the decision will not extend the total PPL entitlement period.

As is the case with all policies, the City of Daingerfield has the exclusive right to interpret this policy.



TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

To: Mayor
City Manager
City Council

All Law Enforcement Agencies must report racial profiling data to Texas Commission of Law Enforcement Officer Standards and Education as well as to their governing body.

As required by the Code of Criminal Procedure Article 2.131 – 2.138 attached is a copy of the Full Report Racial Profiling Report for Daingerfield Police Department for January 1, 2023 through December 31, 2023.

This does not require any action it is simply mandated that you all receive a copy of this information.

Tracey Climer
Chief of Police
January 4, 2024

Racial Profiling Report | Full

Agency Name: DAINGERFIELD POLICE DEPT.
Reporting Date: 01/04/2024
TCOLE Agency Number: 343201

Chief Administrator: TRACEY D. CLIMER

Agency Contact Information:
Phone: (903) 645-2114
Email: tdc505@yahoo.com

Mailing Address:
101 LINDA DR
DAINGERFIELD, TX 75638-2105

This Agency filed a full report

DAINGERFIELD POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the DAINGERFIELD POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the DAINGERFIELD POLICE DEPT. if the individual believes that a peace officer employed by the DAINGERFIELD POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the DAINGERFIELD POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the DAINGERFIELD POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The DAINGERFIELD POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: TRACEY D. CLIMER
Chief of Police

Date: 01/04/2024

Total stops: 135

Street address or approximate location of the stop

City street	117
US highway	8
County road	0
State highway	4
Private property or other	6

Was race or ethnicity known prior to stop?

Yes	0
No	135

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	49
White	68
Hispanic / Latino	18

Gender

Female	52
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	30
Hispanic / Latino	6
Male	83
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	33
White	38
Hispanic / Latino	12

Reason for stop?

Violation of law	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	6

Hispanic / Latino	0
Preexisting knowledge	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Moving traffic violation	113
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	39
White	59
Hispanic / Latino	15
Vehicle traffic violation	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	3
Hispanic / Latino	1
Was a search conducted?	
Yes	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	4
Hispanic / Latino	1
No	124
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	43
White	64
Hispanic / Latino	17
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	5		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	3		
White	1		
Hispanic / Latino	1		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	6		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	3		
White	3		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	5	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	3	Yes 3	No 0
White	1	Yes 1	No 0
Hispanic / Latino	1	Yes 1	No 0
No	6		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	3		
White	3		
Hispanic / Latino	0		

Description of contraband

Drugs	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	1
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	0
-----------------------	----------

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation	129
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	45
White	66
Hispanic / Latino	18
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	2
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	4
White	2
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	134
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	48
White	68
Hispanic / Latino	18

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Exempt

Agency Name: DANGERFIELD FIRE DEPT.
Reporting Date: 01/04/2024
TCOLE Agency Number: 343301

Chief Administrator: JAMES F. CORNELIUS

Agency Contact Information:
Phone: (903) 918-0090
Email: 127chief@gmail.com

Mailing Address:
101 Linda Dr.
City Hall
DANGERFIELD, TX 75638-1704

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: TRACEY D. CLIMER
Chief of Police

Date: 01/04/2024

Submitted electronically to the



The Texas Commission on Law Enforcement

Daingerfield Animal Shelter Statistics - December 2023

Species	Stray	Owner Surrender	Born At Shelter	Total Intake	Adopted	Rescued	Reclaimed	Euthanized	Relocated	Expired	Total Outcome	Total Left At Shelter	ACO Calls	Event Visitors	Total Visitors
Cats	1	0	0	1	6	1	0	0	0	0	7	4	1		
Dogs	5	0	0	5	3	0	1	1	0	0	5	12	26		
Other	0	0	0	0	0	0	0	0	0	0	0	0	7		
														46	56

Daingerfield Animal Shelter Statistics - December 2023

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	
Violet	4/28/2022	Cat	Female	DSH (Black & White)	1 Year	Rescued	12/8/2023	Kitty Cove Rescue
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	
Soos	6/1/2023	Cat	Female	DSH (Grey Tabby & White)	8 Weeks	N/A	N/A	Returned Adoption (7/26/2023)
Cedar	6/16/2023	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A	
Huckleberry	7/6/2023	Dog	Male	Retriever Mix	4 Years	N/A	N/A	
Freckles	7/31/2023	Dog	Male	Heeler Mix	1 Year	N/A	N/A	
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	
Waffles	8/7/2023	Dog	Male	Pit Bull Mix	2 Years	Adopted	12/18/2023	
Cyrus	8/9/2023	Cat	Male	DSH (Grey Tabby & White)	4 Months	N/A	N/A	
Padme	9/13/2023	Cat	Female	DSH (Black)	1 Year	N/A	N/A	
Sugar Smacks	9/19/2023	Dog	Female	Lab Mix	2 Years	N/A	N/A	
Anakin	9/25/2023	Cat	Male	DSH (Grey Tabby & White)	Newborn	Adopted	12/20/2023	Born at Shelter
Luke	9/25/2023	Cat	Male	DSH (Grey & White)	Newborn	N/A	N/A	Born at Shelter
Marigold	11/6/2023	Dog	Female	Rat Terrier Mix	1.5 Years	Adopted	12/14/2023	
Prue	11/16/2023	Cat	Female	DSH (Black & White)	5 Weeks	Adopted	12/8/2023	
Phoebe	11/16/2023	Cat	Female	DSH (Grey Tabby & White)	5 Weeks	Adopted	12/8/2023	
Piper	11/16/2023	Cat	Female	DLH (Tortoiseshell)	5 Weeks	Adopted	12/7/2023	
Cole	11/16/2023	Cat	Male	DSH (Orange Tabby & White)	5 Weeks	Adopted	12/7/2023	
Grace	12/5/2023	Dog	Female	Mixed Breed	6 Weeks	Adopted	12/18/2023	
Morris	12/13/2023	Cat	Male	DSH (Orange Tabby & White)	3 Years	Adopted	12/21/2023	
Rocky	12/13/2023	Dog	Male	Mixed Breed	5 Years	Reclaimed	12/13/2023	
Dulce	12/13/2023	Dog	Female	Mixed Breed	1.5 Years	N/A	N/A	
Leche	12/21/2023	Dog	Male	Great Pyrenees Mix	2 Years	N/A	N/A	
N/A	12/26/2023	Dog	Male	Boxer & Pit Bull Mix	N/A	Euthanized	12/26/2023	Highly aggressive

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

DECEMBER 2023

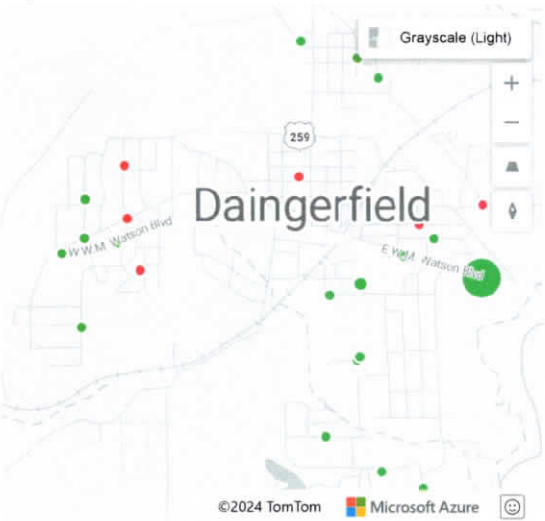
CODE

- High Grass 4
- Tethering 0
- Animal Nuisance 0
- Junk Vehicle 8
- Trash 4

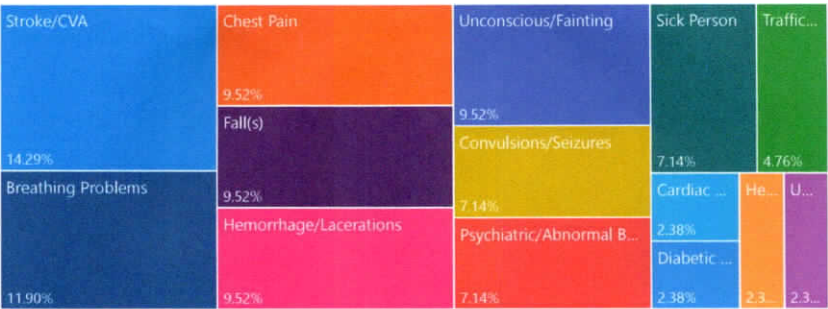
Total Corrected: 2

CALLS OF SERVICE: 204
NUMBER OF TRAFFIC CONTACTS: 13
CRASH INVESTIGATIONS: 4
ARREST: 22

Map

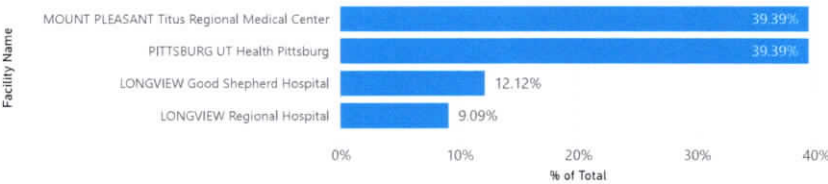


Nature of Calls



ContractZone	Incidents	% of Total	Compliance %
<div><div></div>Daingerfield</div>	41	100.00%	80.49%
<div><div></div>8:59 Emergency [539 secs]</div>	41	100.00%	80.49%
Arrival-No Patient Contact	1	2.44%	0.00%
Arrival-Refusal No Treatment	7	17.07%	71.43%
Transferred to Hospital	33	80.49%	84.85%
Total	41	100.00%	80.49%

Destinations



CTRL + click to select multiple contract zones

Contract Zone

Daingerfield

Trip Date

Last 1 Months (Calendar)

12/1/2023 - 12/31/2023

Daingerfield Fire Department

Activity Report October 2023 thru September 2024

December 2023

Date	Hours	Personnel	Remarks
12-6	4	4	1 st Responder
12-3	9	9	Crash
12-5	3	3	Assist EMS
12-8	1	1	Assist EMS
12-9	10	5	Crash/Extrication
12-11	4	4	Grass Fire
12-12	4	4	Gas Leak
12-12	24	12	Crash/Extrication
12-18	7	7	Electrical Concern
12-19	5	5	Structure Fire
12-19	14	7	Structure Fire
12-19	4	4	Rekindle
12-21	1	1	1 st Responder
12-25	1	1	1 st Responder
12-27	20	10	Crash/Extrication
12-27	6	6	Crash
12-27	5	5	Grass/Woods Fire
12-29	1	1	1 st Responder
12-30	6	6	Crash/Extrication
12-30	8	8	Structure Fire/Chicken house
12-31	10	10	Crash

Total responses 21 YTD 214

Responses inside City 8 YTD 105 Outside City 13 109 YTD

Estimated Water Usage 5,000 gallons

December 2023

Detailed Breakdown	
Audio Books	5
Computer	52
DVDs	21
Games & Puzzles	0
Board Books	4
Graphic Novels	20
Easy Reader	3
Spanish	0
Children Fiction	38
Children NonFiction	0
Junior Fiction	23
Junior NonFiction	0
Young Adult Fiction	11
Adult Fiction	138
Adult NonFiction	6
Christian Fiction	4
Western	0
Total	325
CYTD Total	325

Basic Breakdown	
Audiobooks	5
Computer	52
DVDs	21
Games & Puzzles	0
Books	256
Total	334
CYTD Total	334

Totals	
Fax	\$47.00
Copies	\$100.05
Book Donations	\$12.00
Fines Paid	\$0.00

Checkout Counts (includes renewals)	
Patron Category	Count
Adult	299
Juvenile	16
Young Adults	1
Total	316

New Patron Accounts	
Patron Category	Count
Adult	4
Juvenile	2
Young Adults	1
Renewal	7
Total	14

Total Visitors This Month: 412					
Attendance of Activities: 98					
Story/Activity, Chess Club, Book Club					
Birth to 5yrs	6-11 yrs	12-18 yrs	Adult	General Public	
10	20	1	6	61	

Monthly Council Report

December 2023

Printed: 1/2/2024

Cases Filed

Penal Count	8	Ordinance Count	0
Traffic Count	4	Parking Count	0
Other Count	1	STEP Count	0

Total Filed 13

Amounts Collected

Tech Fund	\$ 17.36	Building Security Fund	\$ 21.25
State	\$ 370.37	Fine	\$ 656.00
City	\$ 540.82	Warrant Fee	\$ 57.41

Total Amount \$ 1,605.80

Warrants

Issued	17	Recalled	1
Served	2	Oustanding Amount	\$ 349,925.16

Total Amount \$ 566.30

Dispositions

Paid in Full	1	Credit for Time Served	8
Paid Partial	11	Dismissed	5
Appealed	0	Total Disposed	14

Trials

Jury	0	Total	0
Bench	0		



Citation Offense Count By Stop Type

Number of TRAFFIC Offenses (for *ALL*)		14
Number of CITATIONS		14
Fail to Maintain Financial Responsibility (3049 - 3049)		5
Expired Motor Vehicle Registration (3656 - 3656)		2
Fail to Stop at Stop Sign (3006 - 3006)		1
Theft under100.00 First Offense (7012)		1
Possession Of Drug Paraphernalia (7000)		1
No Drivers License (3103 - 3103)		1
No Front/Back License Plate (3667 - 3274)		1
ILLEGAL BACKING (3316 - 3316)		1
Fail to Drive Single Lane (3070)		1

Number of NON-TRAFFIC Offenses (for *ALL*)		9
Number of CITATIONS		9
Disorderly Conduct (7002)		5
Theft under100.00 First Offense (7012)		2
Possession Of Drug Paraphernalia (7000)		1
Public Intoxication 1st Offense (7005)		1

Water Accountability
Report Period
NOVEMBER 10th - DECEMBER 10th
2023

Location	
City Hall/Police Department	17,600
Library	400
Fire Department	300
Public Works	1,100
Wastewater Treatment Plant	521,100
Roundabout/Coffey St.	32,900
City Park (sprinkler)	5,400
Animal Shelter	13,300
Total City Usage	592,100
Total Gallons Billed	6,333,200
Fire Fighting Gallons estimate	5,000
Line Flushing estimate	4,077,285
Leaks estimate 11 /10 - 12/10	453,420
Bulk Water - 11/10 - 12/10	-
	-
	-
	-
Total Gallons Used	11,461,005
Total Gallons Delivered	14,997,500
Difference	3,536,495
Percentage Unaccounted	24%

PUBLIC WORKS REPORT
Report Period December 1st – 31st, 2023

Personnel

- Number 7 full time employees end of December.
- Comments _____

Streets

- Patching Repaired pot holes on Bert St, Tiger Dr, & Jefferson St.
- Signage Repaired Stop sign at Ward and Frazier.
- Mowing N/A
- Tree Trimming Trimmed tree near 1202 Fannin St so trash truck could
get down.
- Drainage Repaired culvert and drainage ditch by 102 E. Peak St.
- Miscellaneous N/A

Water

- Leak repairs
 - Service lines 1" service line repair 103 Carey Ln.
 - Main lines 6" main line repair 800 Carpenter St, 2" main line
repair 707 Linda Dr, 6" main line repair intersection McReynolds &
State St, & 2" main line repair 307 Sue St.
- Connections 5
- Disconnections 2
- Meter reading start/end 12/11-12/13
- Total meters read 1235

- Total customers billed 1058
- Re-reads 1
- Meters Replaced 0
- Pressure checks 0
- Taps installed 0
- Lines Flushed 11
- Fire Hydrants
 - Repaired 0
 - Replaced 0
 - Flushed 11

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 241 lbs
- Maintenance/Repairs Motor went out in Clarifier #2. We ordered new one.
- Non-Compliance Still waiting on final sample results to come in but all samples have been passing so far.
- Explanation N/A
- Waste Water Treated
 - Beginning reading 953514
 - Ending reading 959548

- Total treated 6.031 MGD – Avg .195 MGD
- Rainfall 3.75"
- Sludge Removal 22,000 gallons

Lift Station

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

Sewer

- Number Calls 15
- Sewer Repairs 0
- Taps installed 0

Miscellaneous Matters

Delivered 6 trash carts.

Northeast Texas Municipal Water District had us overflow ground storage tank at Carpenter to help flush out their storage tanks. The estimated flow for this was included in the flushing line in unaccounted water. They also ended up flushing out of their ground storage tanks at Carpenter as well.



Monthly Financial Summary Report DECEMBER 2023

This monthly financial report is for the period ending **DEC 31, 2023**, as closed by the Finance department. This represents **3** months into the fiscal year's budget.

General Fund YTD Revenues: \$854,755.67

Water & Sewer YTD Revenues: \$491,517.96

TOTAL YTD REVENUE: \$1,346,273.63

As of DEC, revenues should be tracking around **24.99%** of the annual budget. Actual YTD revenues are at **31.56%**

General Fund YTD Expenditures : \$759,961.18

Water & Sewer YTD Expenditures: \$263,847.84

TOTAL YTD EXPENDITURES: \$1,023,809.02

As of DEC, expenses should also be tracking around **24.99%**. Actual YTD expenses are at **23.81%**

Our general fund balance as of 12/31/23: \$633,372.64

NOTES:

1 CD Maturing next month. We will be checking rates to get best interest rate.

CASH BALANCE SHEET

TX HERITAGE Bank/Cypress/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 424,543.13	\$ 519,814.87	\$ 310,985.36	\$ 633,372.64
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND	\$ 229,404.07	\$ 8,026.31		\$ 237,430.38
MCBS CHECKING	\$ 19,596.73	\$ 11.68		\$ 19,608.41
MCTF CHECKING	\$ 7,718.82	\$ 3.07		\$ 7,721.89
DDM CHECKING	\$ 2,829.91	\$ 1.12	\$ -	\$ 2,831.03
CHILD SAFETY-SZ	\$ 12,537.58	\$ 7.47	\$ -	\$ 12,545.05
ANIMAL SHELTER	\$ 36,009.84	\$ 128.64		\$ 36,138.48
HOTEL/MOTEL CHCK	\$ 85,314.91	\$ 101.68	\$ -	\$ 85,416.59
PEG FEES SUDDNL	\$ 4,596.18	\$ 1.83	\$ -	\$ 4,598.01
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
CYPRESS CD 02-1059	\$ 128,808.08	\$ 1,445.12		\$ 130,253.20
4.50% 2/8/2024				
CYPRESS CD 02-1060	\$ 128,882.22	\$ 1,478.08	\$ -	\$ 130,360.30
4.60% 8/8/2024				
CYPRESS CD 02-1061	\$ 128,622.83	\$ 1,362.87	\$ -	\$ 129,985.70
4.25% 2/8/2025				
CYPRESS CD 01-1037	\$ 128,622.83	\$ 1,362.87	\$ -	\$ 129,985.70
4.25% 2/8/2025				
CYPRESS CD 01-1040	\$ 255,267.12	\$ 3,182.10	\$ -	\$ 258,449.22
5.00% 4/19/2024				
CYPRESS CD 01-1041	\$ 255,055.42	\$ 3,052.28	\$ -	\$ 258,107.70
4.80% 10/18/2024				
CYPRESS CD 02-1062	\$ 255,301.75	\$ 3,182.53	\$ -	\$ 258,484.28
5.00% 04/19/2024				
CYPRESS CD 02-1063	\$ 255,055.42	\$ 3,052.28	\$ -	\$ 258,107.70
4.80% 10/18/2024				
TX HERITAGE 02-1036	\$ 56,467.12	\$ 208.85	\$ -	\$ 56,675.97
4.5% 6/9/24				
TX HERITAGE 02-1034	\$ 61,600.49	\$ 227.84	\$ -	\$ 61,828.33
4.5% 6/9/24				
TexSTAR-01-1080	\$ 93,407.98	\$ 423.48		\$ 93,831.46
YIELD- 5.36%				
TexSTAR-02-1080	\$ 375,893.95	\$ 1,704.09		\$ 377,598.04
YIELD- 5.36%				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 100.00			\$ 100.00
TX HRTG C.O.B. # 2984	\$ 100.00			\$ 100.00
TX HRTG C.O.B. # 2976	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. #1606	\$ 100.00			\$ 100.00
TX HRTG C.O.B. #1614	\$ 100.00			\$ 100.00
GRAND TOTAL	\$ 2,947,098.31	\$ 548,779.06	\$ 310,985.36	\$ 3,184,692.01

CD's Maturing 2024

CD's Maturing 2025

Pool Account- No Term

REVENUE		ACTUAL vs. BUDGET YTD			31-Dec-23	2023-2024
G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %	
1	General Revenue	\$854,755.67	\$2,667,060.00	\$1,812,304.33	67.97%	
2	Water/Sewer	\$491,517.96	\$1,595,683.00	\$1,104,165.04	69.20%	
Total		\$1,346,273.63	\$4,262,743.00	\$2,916,469.37	68.44%	

EXPENSES					ACTUAL vs. BUDGET YTD		31-Dec-23		2023-2024	
G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %					
101	Legislative	\$7,432.04	\$26,992.00	<div></div>	\$19,559.96	72.47%				
110	Administration	\$99,582.90	\$508,523.00	<div></div>	\$408,940.10	80.42%				
120	Library	\$15,070.10	\$58,708.00	<div></div>	\$43,637.90	74.33%				
201	Judicial	\$13,654.96	\$67,065.00	<div></div>	\$53,410.04	79.64%				
202	Police Department	\$157,908.36	\$642,300.00	<div></div>	\$484,391.64	75.42%				
203	Code Enforcement	\$12,044.77	\$102,986.00	<div></div>	\$90,941.23	88.30%				
204	Fire Department	\$14,080.39	\$196,289.00	<div></div>	\$182,208.61	92.83%				
205	Animal Shelter	\$42,718.11	\$151,133.00	<div></div>	\$108,414.89	71.73%				
301	Streets	\$321,674.56	\$955,149.00	<div></div>	\$633,474.44	66.32%				
401	Sanitation	\$71,136.99	\$371,813.00	<div></div>	\$300,676.01	80.87%				
602	City Park	\$4,658.00	\$9,298.00	<div></div>	\$4,640.00	49.90%				
601	Water	\$203,348.31	\$799,771.00	<div></div>	\$596,422.69	74.57%				
608	Sewer	\$60,499.53	\$371,902.00	<div></div>	\$311,402.47	83.73%				
Total		\$1,023,809.02	\$4,261,929.00	\$3,238,119.98		76.19%				

Expenses over \$5,000 - DEC 31, 2023

Invoice Date	Check Amount	Payee	Method of Distribution	Budgeted	Notes
12/28/2023	\$ (6,112.00)	CK # 60839	CHECK	Y	GRANTWORKS ADMINISTRATIVE FEES (ARPA)
12/28/2023	\$ (8,128.78)	IRS USATAXPYMT	EFT	Y	PAYROLL TAXES
12/28/2023	\$ (25,161.44)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Y	PAYROLL
12/27/2023	\$ (5,720.00)	CK # 60859	CHECK	Y	CIRCLE M-SLUDGE REMOVAL
12/26/2023	\$ (32,309.96)	CK # 60845	CHECK	Y	TRASH SERVICES
12/22/2023	\$ (12,265.65)	CK # 60835	CHECK	Y	PD- GRANT
12/15/2023	\$ (8,132.57)	IRS USATAXPYMT	EFT	Y	PAYROLL TAXES
12/14/2023	\$ (25,231.32)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Y	PAYROLL
12/12/2023	\$ (12,292.32)	CK # 60813	CHECK	Y	SGL UTILITIES -UNION STREET PUMP STATION
12/12/2023	\$ (38,816.33)	CK # 60811	CHECK	Y	NETMWD-TREATED WATER
12/12/2023	\$ (9,214.73)	CK # 60809	CHECK	Y	QUARTERLY ASSESSMENT FEES- MORRIS COUNTY APPRAISAL DISTRICT
12/12/2023	\$ (7,692.45)	CK # 60800	CHECK	Y	CORE & MAIN- ANNUAL MAINT
12/6/2023	\$ (8,011.69)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Y	PAYROLL
12/6/2023	\$ (17,178.79)	TML0111 CONS COLL	EFT	Y	HEALTH INSURANCE
12/4/2023	\$ (11,413.84)	TMRS PAYROLL	EFT	Y	RETIREMENT
12/1/2023	\$ (8,353.36)	IRS USATAXPYMT	EFT	Y	PAYROLL TAXES
	(\$236,035.23)				

**CITY OF DAINGERFELD
SALES TAX**

	2023-2024	2022-2023	2021 - 2022	2020 - 2021	2019 - 2020	2018 - 2019	2017 - 2018	2016 - 2017	2015-2016	2014-2015
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	\$ 29,975.70
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	\$ 39,130.38
DEC		\$ 50,182.69	\$ 42,117.81	\$ 37,318.54	\$ 34,762.48	\$ 34,702.95	\$ 36,175.21	\$ 35,973.52	\$ 34,089.97	\$ 32,791.01
JAN		\$ 66,134.84	\$ 66,649.73	\$ 48,088.61	\$ 42,764.34	\$ 39,807.70	\$ 37,709.62	\$ 34,861.36	\$ 31,676.77	\$ 32,230.22
FEB		\$ 52,483.27	\$ 47,851.50	\$ 39,490.77	\$ 34,291.95	\$ 31,283.74	\$ 35,127.25	\$ 46,094.85	\$ 64,074.18	\$ 45,917.05
MAR		\$ 48,145.56	\$ 41,993.69	\$ 36,435.54	\$ 31,536.80	\$ 34,701.53	\$ 31,673.08	\$ 34,438.07	\$ 27,272.25	\$ 30,383.44
APRIL		\$ 57,440.64	\$ 63,486.11	\$ 53,557.35	\$ 41,293.43	\$ 35,680.32	\$ 39,677.01	\$ 31,459.64	\$ 34,548.22	\$ 30,129.50
MAY		\$ 57,699.79	\$ 44,380.90	\$ 48,081.93	\$ 44,606.19	\$ 34,907.70	\$ 32,406.71	\$ 41,223.85	\$ 56,468.45	\$ 39,771.67
JUNE		\$ 44,148.01	\$ 44,395.41	\$ 44,089.79	\$ 39,446.15	\$ 33,957.00	\$ 36,456.88	\$ 34,687.58	\$ 31,820.67	\$ 35,933.95
JULY		\$ 63,081.26	\$ 53,757.11	\$ 50,913.19	\$ 46,885.21	\$ 40,559.24	\$ 37,165.13	\$ 37,155.79	\$ 36,660.64	\$ 31,903.30
AUG		\$ 50,077.31	\$ 50,099.53	\$ 45,473.20	\$ 45,864.91	\$ 40,854.16	\$ 31,930.61	\$ 41,511.29	\$ 50,345.73	\$ 41,905.38
SEPT.		\$ 52,483.12	\$ 47,786.30	\$ 43,148.35	\$ 36,962.28	\$ 31,329.20	\$ 31,432.68	\$ 32,602.90	\$ 39,033.77	\$ 32,054.50
	\$ 105,505.78	\$ 635,794.98	\$ 600,159.66	\$ 523,352.32	\$ 464,534.53	\$ 426,354.49	\$ 419,669.82	\$ 445,327.33	\$ 471,663.41	\$ 422,126.10

RURAL BUSINESS ENTERPRISE GRANT
December 1, 2023

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		\$ 7,055.17
Chris Smith-TexSTAR Properties	1/1/2019	1/1/2029	\$ 75,000.00	\$ 708.00		\$ 41,021.85
Chris Smith-TexSTAR Properties #2	7/27/2021	7/27/2031	\$ 76,884.00	\$ 725.00		**PAID BY GEORGIA \$ 60,620.99 NAVA
Austin Luxury Realty	10/15/2021	10/15/2031	\$ 43,000.00	\$ 405.00		Paid 2 payments in December \$ 34,156.64
Morris Pharmacy Sean Family Realty	2/15/2022	2/15/2032	\$ 80,000.00	\$ 755.99		*Paid Additional \$3000 \$ 62,473.61
Marty Walker Realty	8/24/2022	8/24/2032	\$ 75,000.00	\$ 707.02		\$ 66,616.89
Start2Finish	12/1/2022	12/1/2027	\$ 35,000.00	\$ 621.16		\$ 28,345.16
			436,450.31			\$ 301,346.67
RBEG Balance as of 12/31/2023			\$237,310.38			

Minutes of Regular Meeting
Northeast Texas Municipal Water District
Board of Directors
December 27, 2022 – 10:00 a.m.

The Board of Directors of the Northeast Texas Municipal Water District met in an open meeting on Tuesday, December 27, 2022, at 10:00 A.M. The meeting was held at Northeast Texas Municipal Water District's Executive Office located at 4180 Farm Road 250, Hughes Springs, Texas 75656. Notice of the meeting was legally posted. A quorum was present. An opportunity was provided for public comments before any action was taken by the Board of Directors.

Present: Jack Salmon - Avinger
Stan Wyatt - Daingerfield
Robyn Shelton - Hughes Springs
George Otstott - Jefferson
Saundra Wexler - Lone Star
Jimmy E. Cox - Ore City
Patrick Smith - Pittsburg

Staff: Wayne Owen - NETMWD
Osiris Brantley - NETMWD
Dominik Sobieraj - NETMWD
Robyn Goodson - NETMWD
Aracely Reyes - NETMWD

Guests: Cody Wommack - Lone Star City Council

President George Otstott called the meeting to order at 10:00 a.m. Jack Salmon gave the invocation. Mr. Otstott led the directors in the pledge of allegiance to the United States flag.

On a motion by Saundra Wexler and a second by Stan Wyatt, minutes of the November 28, 2022 meeting were approved. Motion carried, all voting aye.

Jimmy Cox made a motion to approve the monthly investment report, to approve financial reports on all current accounts and funds, and pay invoices for professional services. Robyn Shelton seconded the motion. Motion carried, all voting aye.

Robyn Shelton made a motion to approve the November 2022 Southside financial report as presented. Stan Wyatt seconded the motion. Motion carried, all voting aye.

Dominik Sobieraj gave the Operations Manager report:

Raw water quality is good. Alum dosage has been as low as 40 mg/l with minimal aid from polymer.

PITTSBURG

- Raw water pump # 2 now has a swing check valve
- Purchasing Generator from WPI
- The city of Pittsburg is progressing with the plant generator install
- Coordinating freezing weather communication with the city of Pittsburg

TANNER

- Collecting applications for open positions at the Tanner Plant
 - Selected Kristie Smith as a new water treatment plant trainee
 - Second vacancy will be filled following Todd York's transition to disability
- JW electric is doing startup on SSBPS pump #2001 on Dec 6th
 - New VFD is 100% operational and pump 2001 is being utilized

- Preparing Basin 1 cracks to be fixed – with help of Will Hobbs - Tryon Rd will expose/unearth the sidewall on basin #1
- HS and Daingerfield lines at the Tanner Plant will have spool pieces replaced
 - This will allow the placement of new, reliable master metering
- Filters 5 – 8 seal compressor and dryer replacement capital project has been finished
 - Final order of spare parts should clear within a month
- Ordered two new sludge bags 90 feet by 100 feet
 - Projected placement January 2023
- Remaining 4 new plug valves for sludge dumps will be installed within the next 8 weeks
- Smith Pump update – we are hiring a diver to inspect pump housing
 - Ron Perrin's company was selected for dive inspection for about \$4,100
 - Inspection scheduled for Friday, Dec 23rd
 - Based on results of the inspection, and analysis by KSA, we will decide on the next step with Smith Pump

A water sales contract with Brooks Petroleum was presented by Wayne Owen. This agreement will support six well sites in Harrison county equaling 257.786 acre-feet per year at a rate of \$0.3068 per thousand gallons. Patrick Smith made a motion to approve the water sales contract with Brooks Petroleum for water supply out of Lake O' the Pines. Jimmy Cox seconded the motion. Motion carried, all voting aye.

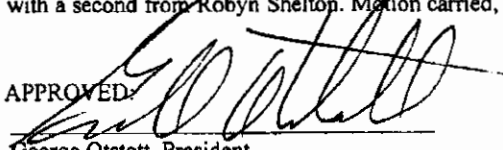
Wayne Owen presented a proposed professional service contract for legal representation with Walt Sears, Attorney at Law. On a motion by Jack Salmon and a second by Jimmy Cox, approval of the agreement for legal services was made at a flat-fee sum of \$5,000 per month for 24 months with the option of renewal. Motion carried, all voting aye.

During the General Manager's report, Mr. Owen informed the Board about the next TWCA conference to be held on March 1-3, 2023.

On a motion by Robyn Shelton and a second by Jimmy Cox, the next meeting of the Board of Directors was set for January 23, 2023. Motion carried, all voting aye.

Motion to adjourn was made by Jimmy Cox with a second from Robyn Shelton. Motion carried, all voting aye.

APPROVED:


George Otstott, President

ATTEST:

