
AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, July 10, 2023, 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 June 12, 2023, and June 27, 2023
 - B. Deliberate and Act to move the August 14, 2023, City Council meeting to August 7, 2023.
 - C. Deliberate and Act to set a special City Council meeting September 18, 2023, to adopt the FY 2024 Budget.
5. **Presentation:**
Informational report only, no action to be taken:
 - A. Presentation of the Audit for Fiscal Year 2020-2021 by Mike Ward, C.P.A
6. **Business**
Discuss, Consider, and Possibly Take Action Regarding:
 - A. Deliberate and Take from the Table Agenda Item Act to Approve Renewal of the Total Phosphorus Load Agreement with northeast Texas Municipal Water district.
 - B. Deliberate and Act to Approve Renewal of the Total Phosphorus Load Agreement with Northeast Texas Municipal Water District.
 - C. Deliberate and Act to Approve Resolution Budget Amendment 07102023 Certificate of Obligation Annual Payment.
 - D. Hear, Discuss, Review and Possibly Take Action on adopting Water Rate Minimum Charge based on Meter Size.
 - E. Hear, Discuss, Review and Possibly Take Action on Sales Tax Initiative to be placed on the Ballot to determine abolishment of existing sales tax to reallocate or lower existing sales tax and reallocate.
 - F. Hear, Discuss, Review and Possibly Take Action on the City taking ownership of Irvin Ballpark located at 1105 Bert St, currently owned by Daingerfield Dixie Youth Baseball Association.
 - G. Deliberate and Act to Approve a 5.7 Percent Consumer Price Index Increase in Rates Charged by Republic Services, Inc. for Garbage Collection and Disposal.
 - H. Deliberate and Act on Ordinance No. 2023- to Amend Chapter 14, Section 14.17 Regarding Rates Charged by the City for Refuse Collection
 - I. Hear, Discuss, Review and Possibly Take Action adopting a General Pay Plan Policy for the City of Daingerfield to become effective October 1, 2023.
 - J. Hear, Discuss, Review and Possibly Take Action on Request from Chamber of Commerce board member Tracey Climer to close Webb St, Frazier St and Scurry Street overnight from October 13, 2023, to October 14, 2023, to facilitate the Daingerfield Days BBQ Competition.

7. **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

8. **Adjournment.**

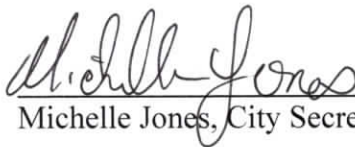
Note: The City of Daingerfield reserves the right to conduct closed meetings on any agenda item in accordance with §551.071 -- §551.076 of the Government Code.



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, July 7, 2023.

SEAL



Michelle Jones, City Secretary



CITY SECRETARY'S AGENDA NOTES

July 10, 2023

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 June 12, 2023, and June 27, 2023:

Drafts of the minutes are on pages 6 through 10 of your packets.

B. Deliberate and Act to move the August 14, 2023, City Council meeting to August 7, 2023: This change is needed to present the proposed tax rates to City Council in accordance with the appropriate posting requirements.

C. Deliberate and Act to set a special City Council meeting September 18, 2023, to adopt the FY 2024 Budget: This meeting is needed to adopt the FY2024 budget, ratify the property tax increase, and adopt the ad valorem tax rate after appropriate public hearings have been held.

5. Presentation:

Informational report only, no action to be taken.

- A. Presentation of the Audit for Fiscal Year 2020-2021 by Mike Ward, C.P.A:** Mr. Ward will present the audit for FY 2021-2022 and answer any questions you may have.

6. Business

Discuss, Consider, and Possibly Take Action Regarding

A. Deliberate and Take from the Table Agenda Item Act to Approve Renewal of the Total Phosphorus Load Agreement with northeast Texas Municipal Water district.

B. Deliberate and Act to Approve Renewal of the Total Phosphorus Load Agreement with Northeast Texas Municipal Water District: Agreement on pages 11 through 22. Robert Speight with Northeast Texas Municipal Water District will be present to answer questions.

C. Deliberate and Act to Approve Resolution Budget Amendment 07102023 Certificate of Obligation Annual Payment: The Budget Amendment Resolution is on page 23

D. Hear, Discuss, Review and Possibly Take Action on adopting Water Rate Minimum Charge based on Meter Size: On page 24 and 25 is a spreadsheet of three (3) different rate schedules to be discussed. The 1st set of rates are the State Recommended, the 2nd is at 50% of state recommendation and the 3rd is at 40% of state recommendation. Most residents will not be affected by this change as they usually have a 3/4" or 5/8" meter.

E. Hear, Discuss, Review and Possibly Take Action on Sales Tax Initiative to be placed on the Ballot to determine abolishment of existing sales tax to reallocate

or lower existing sales tax and reallocate: At the last City Council meeting held on June 12, 2023, it was decided to place a Sales Tax initiative on the May ballot. At this time council needs to decide if the proposition on the ballot will be to abolish the existing sales tax initiative, property tax discount, and reallocate the entire .5% to the Economic Development Corporation or if they wish to lower the existing sales tax initiative to .25% and allocate .25% to the Economic Development Corporation.

- F. **Hear, Discuss, Review and Possibly Take Action on the City taking ownership of Irvin Ballpark located at 1105 Bert St, currently owned by Daingerfield Dixie Youth Baseball Association:** On page 26 are the minutes from the Daingerfield Dixie Youth Baseball Association meeting where they voted to allow the City of Daingerfield to take ownership of the Irvin Park property. On page 27 is a statement of maintenance, upkeep and expenses for Irvin Park from the league. Property Detail from Morris County Appraisal District is on page 28 and 29.
- G. **Deliberate and Act to Approve a 5.7 Percent Consumer Price Index Increase in Rates Charged by Republic Services, Inc. for Garbage Collection and Disposal:** A letter from Republic Services is on pages 30 and 31. Republic Services' new rate sheet is on page 32. The **5.7 percent** increase includes Residential, Commercial Hand Collect, Dumpsters and Roll Off Service.
- H. **Deliberate and Act on Ordinance No. 2023- to Amend Chapter 14, Section 14.17 Regarding Rates Charged by the City for Refuse Collection:** The current City Ordinance with current garbage rates is on page 33 and 34. The proposed City Ordinance with the increased rates effective on October 1, 2023 is on page 35 and 36.
- I. **Hear, Discuss, Review and Possibly Take Action adopting a general Pay Plan Policy for the City of Daingerfield to become effective October 1, 2023:** General Pay Plan is on pages 37 through 40.
- J. **Hear, Discuss, Review and Possibly Take Action on Request from Chamber of Commerce board member Tracey Climer to close Webb St, Frazier St and Scurry Street overnight from October 13, 2023 to October 14, 2023 to facilitate the Daingerfield Days BBQ Competition:** Letter from Tracey Climer is on page 41.

7. 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 42 through 52.
- B. **Financial:** Located on pages 53 through 59
- C. **City Manager:** Keith's notes are on page 5.

8. Adjournment



City Manager Report
July 10, 2023

Contractor for street project sent message stating they are behind on schedule due to weather. Will be in city ASAP.

Lift station project completed at Atlas.

Repaired 6" water main and installed valve at corner of highway 11 and Myrtle Street. Boil water notice was issued.

Johnny Tinsley in Water Department resigned, went to work in Mount Pleasant.
Mrs. Brittany Gonzalez-Jones accepted the Librarian position.

Working on budget.

Keith Whitfield
City Manager

MINUTES OF REGULAR MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
June 12, 2023

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

Absent:

City Staff Present: City Manager Keith Whitfield, City Secretary Michelle Jones, Police Chief Tracey Climer, Finance Director Amanda Sanders

Others: Josh Sanders-Start2Finish, Jason Horn-Horn-Nial-Haggard, Gerald Stotts, Mrjorie Robertson, Ashley Hood, Colton Tigert, Marty Walker, Leana Walker, Marcie McGill, Angie Ayers, Becky Breazeale, Brenda Howard, Chris Smith, Michael Haley, Joe J. Austin, Wayne Owen-NETMWD, Stan Wyatt, Sheran West.

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

Mr. Whitfield gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

Public Comments:

Judi Howell representing the Chamber of Commerce spoke of upcoming events schedule for the remainder of the year sponsored by the Chamber.

Jason Horn representing the Daingerfield Economic Development Corporation spoke on the ongoing project to bring a Travel Plaza to the City of Daingerfield in the Jones Shopping Center location. Mr. Horn stated that plans to build a 15,000 square foot shopping center and restaurant were in the works.

Gerald Stotts spoke of his dissatisfaction with the storm water repairs that the City completed. Mr. Stotts urged the Council to speak to the individuals affected by the repairs that were made.

Marty Walker spoke on economic development within the City of Daingerfield and how thrilled he is to see progress.

Leanna Walker passed on her public comments.

Cody Womack spoke on the agenda being posted on website and gave his recommendation that a representative for the Northeast Texas Municipal Water District should not be reappointed without advertising for a replacement.

Beverly Austin representing the Morris County Collaborative spoke on the upcoming Juneteenth celebration to be hosted on June 17, 2023, at the State Park. Mrs. Austin also spoke on the Biz Kids that will be present at the Juneteenth Celebration.

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 May 8, 2023, and May 15, 2023**
- B. Deliberate and Act to Appoint Representative to Northeast Texas Municipal Water District**
- C. Deliberate and Act to Approve Renewal of the Total Phosphorus Load Agreement with Northeast Texas Municipal Water District**

Mayor Kerley ordered all consent items on the June 12, 2023, agenda to be considered separately.

Motion made by Councilmember Carter to approve agenda Item 4A as presented, seconded by Councilmember Smith and all voted aye. Motion carried.

Motion made by Councilmember Hood on agenda item 4B to Appoint Stan Wyatt to serve as the Representative to the Northeast Texas Municipal Water District, seconded by Councilmember Ramirez and all voted aye. Motion carried.

Motion made by Councilmember Carter on agenda item 4C to table the Renewal of the Total Phosphorus Load Agreement with Northeast Texas Municipal Water District until more information can be provided on Section 4.1 of the agreement, seconded by Councilmember Hood and all voted aye. Motion carried.

5. Presentation:

Informational report only, no action to be taken:

- A. Presentation of the Audit for Fiscal Year 2020-2021 by Mike Ward, C.P.A:**
Mr. Ward was unable to attend this meeting. Presentation will be moved to next meeting on July 10, 2023

6. Business

Discuss, Consider, and Possibly Take Action Regarding:

- A. Deliberate and Appoint a Councilmember to the Ark-Tex Council of Governments:** Motion made to appoint Councilmember Smith to the Ark-Tex Council of Governments, seconded by Councilmember Ayers and all voted aye. Motion carried.

- B. Deliberate and Possibly Act to approve Resolution Authorizing the City Manager to apply for Funding assistance through the Transportation Alternative Set-Aside (TA) Program:** Motion made by Councilmember Ayers to approve Resolution Authorizing the City Manager to apply for funding assistance through the Transportation Alternative Set-Aside (TA) Program, seconded by Councilmember Ramirez, Councilmembers Hood, Smith, Ayers and Ramirez all voted for, Councilmember Carter voted against. Motion carried.
- C. Deliberate and Possibly Act to Approve the City Manager to sale the tow trailer and to invest that money into a dump trailer:** Motion made by Councilmember Hood to approve the City Manager to sale the tow trailer ant to invest that money into a dump trailer, seconded by Councilmember Ayers, Councilmembers Hood, Ayers, Smith and Ramirez all voted for, Councilmember Carter voted against. Motion carried.
- D. Hear, Discuss, Review and Possibly Take Action on Request from Daingerfield Economic Development Corporation to approve a Sales Tax Initiative be placed on the Ballot:** Motion made by Councilmember Carter to approve a Sales Tax Initiative be placed on the May election, seconded by Councilmember Ayers, and all voted aye. Motion carried.

- 7. 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

8. Adjournment.

There being no further business before the Council, the meeting was adjourned at 7:07 p.m. on motion by Councilmember Carter seconded by Councilmember Smith and all voted.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary

MINUTES OF SPECIAL MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
BUDGET WORKSHOP
JUNE 27,2023

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

Absent: Jessie Ayers

City Staff Present: City Manager Keith Whitfield, City Secretary Michelle Jones, Finance Director-Amanda Sanders,

Others: None

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

Mr. Whitfield gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

Public Comments: No Public Comments

4. Business

Discuss, Consider, and Possibly Take Action Regarding:

A. Proposed FY 2024 Budget

1. General Information

2. Staff Comments (Operational Budget)

a. **Legislative:**

b. **Administration:**

c. **Library:**

d. **Judicial:**

e. **Police Department:**

f. **Code Enforcement:**

g. **Fire Department**

h. **Animal Shelter:**

i. **Streets:**

j. **Park:**

k. **Water:**

l. **Sewer:**

City Staff presented budget increases and decreases for consideration by City Council. No action was taken.

B. Property Tax Rate Discussion City Secretary Michelle Jones gave a timeline of when the City would receive the tax rate information from the Chief Tax Appraiser and the necessary process that follows. No action was taken.

5. Adjournment.

There being no further business before the Council, the meeting was adjourned at 7:31 p.m. on motion by Councilmember Carter seconded by Councilmember Hood and all voted aye.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary

TOTAL PHOSPHORUS LOAD AGREEMENT

TMDL TOTAL PHOSPHORUS LOAD AGREEMENT (the "Agreement") is made and entered into by and between Pilgrim's Pride Corporation, a Delaware corporation duly licensed to conduct business in the State of Texas ("Pilgrim's Pride"); Northeast Texas Municipal Water District (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution and governed by the provisions of Article 8280-147, Vernon's Revised Civil Statutes, as amended; the City of Mount Pleasant, a Texas home-rule municipality operating pursuant to Section 5, article XI of the Texas Constitution, the general laws of the State of Texas, and its municipal charter ("Mount Pleasant"); the City of Pittsburg, a Texas home-rule municipality operating pursuant to Section 5, article XI of the Texas Constitution, the general laws of the State of Texas, and its municipal charter ("Pittsburg"); the City of Daingerfield, a Texas home-rule municipality operating pursuant to Section 5, article XI of the Texas Constitution, the general laws of the State of Texas, and its municipal charter ("Daingerfield"); the City of Ore City, a Texas Type A General-Law municipality operating pursuant to Section 4, article XI of the Texas Constitution and Local Government Code Chapter 6 ("Ore City"); the City of Lone Star, a Texas Type A General-Law municipality operating pursuant to Section 4, article XI of the Texas Constitution and Local Government Code Chapter 6 ("Lone Star"); and the City of Omaha, a Texas Type B General-Law municipality operating pursuant to Section 4, article XI of the Texas Constitution and Local Government Code Chapter 7 ("Omaha") (all the aforementioned entities are collectively referred to herein as the "Parties" or as individually the "Party").

WITNESSETH:

WHEREAS, Pilgrim's Pride and the cities of Daingerfield, Mount Pleasant, Pittsburg, Omaha, Ore City and Lone Star (individually each "City" and collectively "the Cities") have been issued separate Texas Pollutant Discharge Elimination System Permits ("TPDES Permits") issued by the Texas Commission on Environmental Quality ("TCEQ") to discharge treated effluent from their respective wastewater treatment plants ("WWTPs"); and

WHEREAS, TCEQ has identified stream Segment No. 0403 (the "Segment") as an impaired waterbody and developed a Total Maximum Daily Load (the "TMDL") for Dissolved Oxygen for the Segment; and

WHEREAS, the TMDL was adopted by TCEQ on April 12, 2006 and approved by the Environmental Protection Agency ("EPA") on June 7, 2006; and

WHEREAS, the TMDL identified nutrients, total phosphorus ("TP") in particular, as the primary constituent of concern causing the low levels of dissolved oxygen in the Segment; and

WHEREAS, TCEQ approved the *Implementation Plan for One Total Maximum Daily Load for Lake O' The Pines* (the "Plan") for the Segment on July 9, 2008; and

WHEREAS, the Parties were active stakeholders and participants in developing the TMDL and the Plan; and

WHEREAS, the Plan intends to control the TP loading by Pilgrim's Pride and the Cities by utilizing a combined reduction of TP loading for these entities; and

WHEREAS, as part of the combined reduction of TP loading, Pilgrim's Pride has agreed to treat and reduce the load of TP discharged for the Cities in the amounts identified in the Plan; and

WHEREAS, the Cities would receive the benefit of Pilgrim's Pride treating its effluent to remove TP to the load allocation identified in the Plan, and hereby desire to engage the District to monitor and collect revenue to support implementation of the Plan and compliance with the respective TPDES Permits; and

WHEREAS, the District has agreed to perform such monitoring and reporting and has been designated as the TCEQ-approved monitor for the Segment pursuant to the Clean River Program (the "CRP") and the Plan; and

WHEREAS, the Parties endeavor to work collectively in order to assist in raising the level of dissolved oxygen in the Segment through a controlled loading of TP, the total loading of which is not to exceed the amount authorized in the Plan.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS, CONSTRUCTION, AND OBLIGATIONS

1.1 The following terms used in this Agreement, and in any exhibit or attachment that is or is made a part of this Agreement, and not otherwise defined herein, shall have the following meanings:

Agreement. The Parties' mutual promises, covenants and considerations as contained in this Agreement and any written amendments thereto.

Effective Date. The last date on which this Agreement has been executed by the Parties.

Force Majeure. This term means and shall be limited to any event or circumstance which is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the "Affected Party"), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; and (iv) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority which shall in any circumstances under this Subsection impact a Party's ability to perform its obligations of the Agreement; provided, a "Force Majeure" shall not include economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomical, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

Governmental Authority. This term includes any federal, state, local or other governmental body; any governmental or quasi-governmental, regulatory or administrative agency commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

Requirement of Law. This term means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit issued pursuant to the Clean Water Act or any other binding determination of any Governmental Authority.

Term. This term shall mean the term of this Agreement, as more fully defined in Article 6 of this Agreement.

1.2 In this Agreement:

- a. unless the context otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) the words "include," "includes," and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation," (iii) the terms "hereof," "herein," "hereunder," "hereto," and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement, (iv) "or" is used in the inclusive sense of "and/or," (v) unless otherwise specified, the terms "year" and "years" mean and refer to year(s);
- b. unless otherwise specified, all references to articles and sections are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 The general obligations of the Parties are as follows, with specific performance obligations as identified further herein:

- a. Pilgrim's Pride shall own and operate the WWTP responsible for the removal of TP to ensure the pollutant load allocation identified for the Parties in the Plan.
- b. The Cities shall own and operate their respective WWTPs in compliance with their respective TPDES Permits and shall report TP loading to Pilgrim's Pride and the District on a yearly basis. The Cities shall also provide compensation to the District for water quality monitoring in the Segment; and
- c. The District shall be responsible for implementing the provisions of the Plan as they relate to this Agreement, and for performing water quality monitoring in accordance with the terms and conditions of the Plan and the CRP.

2. MONITORING AND REPORTING

2.1 **Monitoring.** Each City shall monitor its respective TP loading to the Segment on a weekly basis and shall provide a yearly report to Pilgrim's Pride and the District not later than the 5th day of each February for the preceding years TP loading

2.2 **Limitation on Loadings.** Each City agrees to limit its respective TP discharge on a monthly basis to not more than 10 percent of the respective annual load allocation identified for that City as provided in the TCEQ's TMDL update for 2015. Pilgrim's Pride agrees to limit its monthly discharge to not more than 10 percent of the collective annual load allocation for TP identified in in this same update.

2.3 **Operations and Reporting.** Pilgrim's Pride will operate its WWTP to ensure the total annual loading of TP to the Segment, as identified in the 2015 TMDL update, is not exceeded for each calendar year, which is defined for purposes of this Agreement as beginning on January 1st and ending December 31st. On or before February 5th of each year, Pilgrim's Pride will provide an annual report of that calendar year's TP loading to the District. The District shall provide copies of any annual, load allocation reports to TCEQ for inspection at any time.

3. VALUATION AND ALLOCATION OF COSTS

3.1 **Valuation and Assessment.** Pilgrim's Pride shall treat and remove TP from its own discharges, as well as a portion of the TP associated with discharges of the Cities, at its WWTP. Pilgrim's Pride is authorized to discharge an annual quantity of 53,200 pounds of TP pursuant to Table 3 of the Plan. By this Agreement, Pilgrim's Pride agrees to limit its discharges of TP to that amount, less the allocations of the Cities, for a total amount of 44,100 pounds. The value of each pound of TP that Pilgrim's Pride removes from its treated effluent on behalf of the Cities prior to discharge shall be initially established as \$3.00 per pound and shall be adjusted periodically to cover the actual cost per pound of TP removal. On or before January 15th of each calendar year, Pilgrim's Pride will provide an update of the actual cost per pound of TP removal for the preceding calendar year, and such cost shall be provided to the Cities in accordance with the annual reports prepared as identified in Section 3.2. Should the cost per pound for

removal of TP exceed \$5.00, the Parties reserve the right to renegotiate the means and methods for valuation of treatment as identified in this Section, and to amend this Agreement accordingly.

3.2 **Calculation and Allocation.** The District shall calculate the pounds of TP removed on behalf of each City on an annual basis, and each City shall remit payment for the treatment of TP by Pilgrim's Pride to the District. The District shall provide an updated accounting and allocation of costs for each City not later than May 31st of each year.

4. COST REIMBURSEMENT

4.1 **Payments.** Each City shall pay its individual share of the treatment cost incurred by Pilgrim's Pride, in terms of cost per pound of TP removal as provided in Section 3.1 above, with such payments made directly to the District.

5. SEGMENT MONITORING

5.1 The District shall utilize the money received from the Cities to monitor water quality in the Segment pursuant to the terms and conditions of the TCEQ-approved workplan for the Cypress River Basin as part of the CRP.

5.2 The District will provide annual reports of its monitoring efforts to the Cities and Pilgrim's Pride through distribution of The District's Basin Highlight and Summary reports that are generated as part of the Clean Rivers Program.

6. TERM

6.1 This Agreement shall extend for a period of ten (10) years, or until the Plan is amended and approved in writing by TCEQ. The Parties agree that this Agreement may be extended for a period of one additional ten (10) year term upon written approval of all Parties.

7. REGULATORY COMPLIANCE

7.1 The Parties shall comply with their respective TPDES Permits, and any and all Requirements of Law applicable to implementation of the Plan.

7.2 Pilgrim's Pride and the Cities agree to allow TCEQ to include a requirement in their respective TPDES permits making the effectiveness of their respective TPDES permits conditioned upon the effectiveness of this Agreement.

8. APPLICABLE LAW

8.1 The Constitution and the laws of the State of Texas and the decisions of its Courts shall govern with respect to any question or controversy which may arise hereunder. Venue for any

actions arising under this Agreement shall lie exclusively in the courts of Titus County, Cass County, Morris County or Upshur County Texas.

9. NOTICES

9.1 Any notice, request or other communication under this Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

- a. the date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or
- b. the date of the receipt thereof by such other Party if not so mailed by registered or certified mail.

9.2 Notice shall be made as follows:

If to Pilgrim's Pride: Pilgrim's Corporation, Attn: Chief Operating Officer, 1770 Promontory Circle, Greeley, CO 80634.

If to District: Northeast Texas Municipal Water District, Attn.: Executive Director, P.O. Box 955, Hughes Springs, Texas 75656.

If to Daingerfield: City of Daingerfield, Attn.: Mayor, 108 Coffey Street, Daingerfield, Texas 75683.

If to Mount Pleasant: City of Mount Pleasant, Attn.: Mayor, 501 North Madison, Mount Pleasant, Texas 75455-3650.

If to Pittsburg: City of Pittsburg, Attn.: Mayor, 200 Rusk Street, Pittsburg, Texas 75686.

If to Ore City: City of Ore City, Attn.: Mayor, 302 East Main Street, Ore City, Texas 75683.

If to Lone Star: City of Lone Star, Attn.: Mayor, P. O. Box 218, Lone Star, Texas 75668-0218.

Ifto Omaha: City of Omaha, Attn.: Mayor, P.O. Box 937, Omaha, Texas 75571-0937.

9.3 Any Party may change its address and/or designated representative as identified above by providing written notice to all other Parties.

10. FORCE MAJEURE

10.1 Procedure for Calling Force Majeure

- a. Notice of Force Majeure. The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 10.1.a. shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 10.1.a. shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.
- b. Obligations During Pendency of Force Majeure. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 10.1.a.:
 - i. use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable.
 - ii. furnish weekly reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and
 - iii. resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.
- c. Resumption of Performance. When the Affected Party is able, or would have been able if it had complied with its obligations under this Section 10.1, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of

Force Majeure relating to such event or circumstance shall be deemed to have ended.

10.2 Effects of Force Majeure

- a. Relief From Obligation of Performance. Except as provided in Section 10.3 of this Agreement, provided it has complied with its obligations under Section 10.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.
- b. Relief From Obligation of Counter-Performance. Except as provided in Section 10.3 of this Agreement, the non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

10.3 Limitations on Force Majeure

- a. Scope and Duration. No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure.
- b. No Extension of Term. Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.
- c. Continuing Responsibility to Make Payments. Regardless of the occurrence or continuation of an event or circumstance of Force Majeure, Purchaser shall not be relieved of its responsibility to make payments as required under this Agreement.

11. GENERAL PROVISIONS

11.1 The obligations of the Parties hereto are subject to final approval by the respective governing bodies of each, and upon request of the other Parties, each Party will provide sufficient documentation to the other Parties that this Agreement has been authorized by its respective governing body.

11.2 The Parties are each entering into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties.

11.3 This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

11.4 The terms of this Agreement shall be binding upon, and inure to, the benefit of each of the Parties and their permitted successors and assigns. However, no assignment of the rights and duties of a Party may be made unless approved in writing by all Parties.

11.5 This Agreement may be executed by the Parties in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same contract. If this Agreement is executed in counterparts, then it shall become fully executed and effective only as of the execution of the latter such counterpart called for by the terms of this Agreement to be executed.

11.6 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

11.7 The headings of the Articles of this Agreement are included for convenience only and shall not be deemed to constitute a part of this Agreement.

11.8 The Parties agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each Party is not an agent of the other entity and that each Party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to the Parties under Texas law and without waiving any defenses of any Party under Texas law. The provisions of this section are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below.

THE CITY OF DAINGERFIELD, a h o m e -rule city operating under the laws and Constitution of the State of Texas and pursuant to its home rule charter

By:

Mayor

Date:

ATTEST:

By:

Date:

Table 1 - Point Source Dischargers in the Lake O' the Pines Watershed

State Permit Number	Outfall	EPA Permit Number	Segment Number	Permittee Name	Flow (MGD)	Waste Load Allocation (WLA) Total Phosphorus lb/yr	Waste Load Allocation (WLA) Total Phosphorus lb/day	Waste Load Allocation (WLA) Total Phosphorus kg/yr	Waste Load Allocation (WLA) Total Phosphorus kg/day	TMDL Comments
03017-000	001	TX00062936	0404	Pilgrim's Pride Corporation	3.5	44,100	120.74	20,000	54.76	This permittee is taking on the full total phosphorus load reduction required by the TMDL. Flow has been corrected.
						Existing Total Phosphorus lb/yr	Existing Total Phosphorus lb/day	Existing Total Phosphorus kg/yr	Existing Total Phosphorus kg/day	
10239-001	001	TX00071633	0404	City of Omaha	0.2	661.5*	1.81*	300.0*	0.82*	Total phosphorus monitoring
10250-001	001	TX00025437	0404	City of Pittsburg - Sparks Branch	2	3,969.0*	10.87*	1,800.0*	4.93*	Total phosphorus monitoring
10250-002	001	TX00025445	0404	City of Pittsburg - Dry Creek	0.2	1,323.0*	3.62*	600.0*	1.64*	Total phosphorus monitoring
10499-001	001	TX00027031	0404	City of Pittsburg - Dry Creek	0.7	5,071.5*	13.89*	2,300.0*	6.30*	Total phosphorus monitoring
10575-004	001	TX0105171	0404	City of Mount Pleasant	2.91	1,102.5*	3.02*	500.0*	1.37*	Total phosphorus monitoring
14365-001	001	TX00088081	0403	City of Lone Star	0.44	2,205.0*	6.04*	1,000.0*	2.74*	Total phosphorus monitoring; flow has been corrected
14389-001	001	TX00024236	0403	City of Ore City	0.218	59,535.0	163.00	27,000.0	73.92	
Aggregate total phosphorus loading for all eight permittees:						59,535.0	163.00	27,000.0	73.92	

The values for the seven municipal permittees are not permit limits. These values are based on the existing loads presented in Table 2 of the original TMDL. Total phosphorus monitoring will be included in these permits. The TCEQ will evaluate the self-reported total phosphorus data for these facilities on an ongoing basis to ensure that all eight facilities as a group are meeting the combined WLA of 27,000 kg/yr of total phosphorus identified in the TMDL.

Budget Amendment Resolution No. 07102023

An amending resolution relating to the annual budget and amendment thereof:

Whereas the City of Daingerfield has realized an emergency in that the C.O.B. Annual Payment was not budgeted for FY 22-23.

Be it ordained by the City Council of the City of Daingerfield, Texas

Section One:
Increase expenditure account:

<u>Account Code</u>	<u>Description</u>	<u>Amount</u>
2-601.5493	C.O.B. Annual Payment	by \$115,147.00

Section Two: The amount adjusting the expenditure account in Section One is for governmental purposes.

Approved by the City Council of the City of Daingerfield, Texas, this day, the 10th day of July 2023.

Wade Kerley, Mayor

ATTEST:

Michelle Jones, City Secretary

Monthly water meter base charge

State recommended

Meter Size		Water	Sewer	Total	annual
3/4"/5/8"	Equiv 1	\$22.00	\$25.00	\$47.00	\$564.00
1"	Equiv 2.5	\$55.00	\$62.50	\$117.50	\$1,410.00
1.5"	Equiv 5	\$110.00	\$125.00	\$235.00	\$2,820.00
2"	Equiv 8	\$176.00	\$200.00	\$376.00	\$4,512.00
3"	Equiv 15	\$330.00	\$375.00	\$705.00	\$8,460.00
4"	Equiv 25	\$550.00	\$625.00	\$1,175.00	\$14,100.00
6"	Equiv 50	\$1,100.00	\$1,250.00	\$2,350.00	\$28,200.00
10"	Equiv 115	\$2,530.00	\$2,875.00	\$5,405.00	\$64,860.00
Total					\$124,926.00

Options

Meter Size		Water	Sewer	Total	annual
3/4"/5/8"	Equiv 1	\$ 22.00	\$ 25.00	\$ 47.00	\$ 564.00
1"	Equiv 1.5	\$ 33.00	\$ 37.50	\$ 70.50	\$ 846.00
1.5"	Equiv 2.5	\$ 55.00	\$ 62.50	\$ 117.50	\$ 1,410.00
2"	Equiv 4	\$ 88.00	\$ 100.00	\$ 188.00	\$ 2,256.00
3"	Equiv 7.5	\$ 165.00	\$ 187.50	\$ 352.50	\$ 4,230.00
4"	Equiv 12.5	\$ 275.00	\$ 312.50	\$ 587.50	\$ 7,050.00
6"	Equiv 25	\$ 550.00	\$ 625.00	\$ 1,175.00	\$ 14,100.00
10"	Equiv 57.5	\$ 1,265.00	\$ 1,437.50	\$ 2,702.50	\$ 32,430.00
Total					\$62,886.00

Meter Size	Water	Sewer	Total	annual
------------	-------	-------	-------	--------

3/4"/5/8"	Equiv 1	\$ 22.00	\$ 25.00	\$ 47.00	\$ 564.00
1"	Equiv 1.5	\$ 33.00	\$ 37.50	\$ 70.50	\$ 846.00
1.5"	Equiv 2.5	\$ 55.00	\$ 62.50	\$ 117.50	\$ 1,410.00
2"	Equiv 4	\$ 88.00	\$ 100.00	\$ 188.00	\$ 2,256.00
3"	Equiv 7.5	\$ 165.00	\$ 187.50	\$ 352.50	\$ 4,230.00
4"	Equiv 12.5	\$ 275.00	\$ 312.50	\$ 587.50	\$ 7,050.00
6"	Equiv 25	\$ 550.00	\$ 625.00	\$ 1,175.00	\$ 14,100.00
10"	Equiv 40	\$ 880.00	\$ 1,000.00	\$ 1,880.00	\$ 22,560.00

Total \$53,016.00

Blue - State recommended equivalency charge per meter water (22 x 1.5

Brown - current base monthly charge for meter

Green - annual total base pay for meters

**DAINGERFIELD LONE STAR YOUTH SPORTS ASSOCIATION aka
DAINGERFIELD LONE STAR DIXIE BASEBALL AND SOFTBALL ASSOCIATION**

MEETING MINUTES

APRIL 28, 2023

Special meeting called at 730pm at Irvin Park

Members present: President Kyle Harrison, Treasurer Michael Parker, Secretary Deanna Harrison, Kenard Mason, LaTaria Frazier

Meeting called to discuss and bring to vote a decision regarding ownership of Irvin Park property.

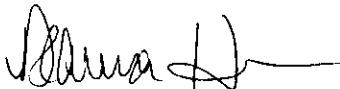
President Kyle Harrison presented to each member a recent proposal from Daingerfield Economic Development Committee representative Brenda Howard and Daingerfield City Manager Keith Whitfield. Upon agreement by all parties involved, the City of Daingerfield would take ownership of the Irvin Park property from "Daingerfield Lone Star Dixie Baseball and Softball Association" (Daingerfield Lone Star Youth Sports Association). Maintenance, upkeep and improvements to the property would be the responsibility of the City, with assistance from our organization members. The new ownership would allow more opportunities for grants and funding to improve the facilities and grounds. A long term lease agreement between the City and DLSYSA would be completed, at a rate to be determined. As part of this agreement, any revenue obtained through DLSYSA (concessions, event entry fees, registration fees, etc.) will stay with DLSYSA. It also must be agreed upon that the facilities would remain youth sports oriented.

All members present express no concerns and would like to move forward with this plan.

A motion was made by Michael Parker and second by LaTaria Frazier to move forward with the above agreement to transfer ownership of the Irvin Park property to the City of Daingerfield.

Vote taken with 5 for and 0 opposed.

With no other business to discuss, meeting adjourned at 745pm.


Deanna Harrison, Secretary



Daingerfield Lone Star Youth Sports Association



dba Daingerfield Lone Star Dixie Youth Baseball/Softball

Regarding maintenance, upkeep, and expenses for Irvin Park

Property is mowed as needed, usually twice a week, during the spring and summer seasons.

Concession stand requires monitoring of air conditioning unit due to it being an older unit. We expect repairs every other year. The unit will need serviced by the 2024 spring season and will likely need some repair. Those details are unknown at this time.

The concession stand also houses two large drink coolers that are older and occasionally require maintenance as well as an older large ice maker that has recently required some small repairs.

During the regular baseball season, the cost of food/supplies for the concession stand is approximately \$2000/month.

There is a SWEPCO account that is prorated to keep electricity on year-round for field lights and the concession stand. That bill is approximately \$250/month. The "league" will agree to continue being responsible for this bill.

Insurance is approximately \$1800.00/year. Coverage is property and building insurance for the concession stand and player insurance during baseball season.

Other recurring costs include approximately \$1000/year for baseballs, softballs and replacing bases, approximately \$500/year for chalk to line fields throughout the season, \$350/year to Moore Pest Control to spray the property for fire ants and \$100/month to rent two portable bathroom stalls, plus \$50 pickup/delivery fees.

The use of portable stalls is helpful when the restrooms are unavailable due to unexpected plumbing problems or during busy times. The regular restrooms include 2 stalls for the women's side and 1 stall/1 urinal for the men's side. Each also has a sink.

The league plans to begin fundraising projects soon to help fund \$30,000 for a bathroom remodel.

Morris County Appraisal District

Chief Appraiser - Summer Golden, RPA, RTA, CTA, CCA



General Real Estate Property Information

[New Property Search](#)

[Go To Previous Page](#)

Property ID: 3563

Account / Geo Number:
10167000000120

Property Legal Description:
167 J KING

Survey / Sub Division Abstract:
167 J K

Property Location:
1105 BERT ST
DAINGERFIELD TX 75638

Block:

Owner Information:
DAINGERFIELD DIXIE
YOUTH BASEBALL ASSOC
%KYLE HARRISON
22 CR 1210
DAINGERFIELD TX 75638

Section / Lot:

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:

Deed Information:

Volume:	173
Page:	694
File Number:	
Deed Date:	2/25/1982

[View Previous Owner Information](#)

Property Detail:

Agent:	None
Property Exempt:	X
Category/SPTB Code:	XG
Total Acres:	15.560
Total Living Sqft:	See Detail
Owner Interest:	1.000000
Homestead Exemption:	
Homestead Cap Value:	0
Land Ag/Timber Value:	0
Land Market Value:	85,810
Improvement Value:	7,680
Property Market Value:	93,490

[View GIS Map](#)

The map link above is not affiliated with this website. It is a 3rd party GIS link to provide additional information only.

[Map It With Google](#)

The Google map link above is in no way affiliated with this website. It is a 3rd party link to provide a visual location only.

[Printer Friendly Version](#)

Click the button above for a printable version of this record with all available details.

* [View Property Tax Information](#)

Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
MC	MORRIS COUNTY	93,490		0	0
CD	CITY DAINGERFIELD	93,490		0	0
DS	DAINGERFIELD-LS ISD M&O	93,490		0	0
DSIS	DAINGERFIELD-LS ISD I&S	93,490		0	0
NTC	NE TX COMM COLLEGE	93,490		0	0

* Where supporting website data is available.

[New Property Search](#)

[Go To Previous Page](#)

[Home](#) | [Contact Us](#) | [Location](#) | [Forms](#) | [Disclaimer](#)

Real Estate Appraisal Information is the 2023 PROPOSED Appraisal Values. © Morris County Appraisal District | Last Real Estate Update: 05/01/2023



©2023 Pritchard & Abbott, Inc. - All rights reserved.
Version 4.1.0



July 3, 2023

City of Daingerfield
108 Coffey St.
Daingerfield, TX. 75638

Dear Mr. Whitfield,

In accordance with provisions in our contract for Solid Waste Collection & Disposal with the City, we respectfully submit this notice of a rate adjustment of 5.7% (.61 cents per month) effective October 1, 2023. This is based on the Consumer Price Index (CPI Water Sewer Trash) published by the U. S. Bureau of Labor Statistics as specified and executed in the contract between Republic Services and the City. Documentation is attached for your review. This adjustment enables Republic Services to continue the same level of service in regards to ever increasing operating expenses in our industry for fuel, insurance, maintenance, labor, regulations etc.

The effective date of said adjustment will be October 1, 2023.

Republic Services is proud to be a part of your community and desires to be a partner for many future years, please feel free to call me anytime with questions.

A handwritten signature in black ink, appearing to read "Gene Keenon", is written over the text of the letter.

Gene Keenon
Manager Government Affairs
903-986-0463
gkeenon@republicservices.com

Expenditure category	Relative importance Apr. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		May 2022- May 2023	Apr. 2023- May 2023	Feb. 2023- Mar. 2023	Mar. 2023- Apr. 2023	Apr. 2023- May 2023
Other lodging away from home including hotels and motels	1.061	3.7	3.0	3.1	-3.4	2.1
Owners' equivalent rent of residences ⁽¹³⁾	25.432	8.0	0.5	0.5	0.5	0.5
Owners' equivalent rent of primary residence ⁽¹³⁾	24.047	8.1	0.5	0.5	0.5	0.5
Tenants' and household insurance ⁽¹⁾⁽²⁾	0.370	1.6	0.1	0.0	0.5	0.1
Water and sewer and trash collection services ⁽²⁾	1.058	5.7	0.4	0.3	0.3	0.6
Water and sewerage maintenance	0.757	4.9	0.1	0.3	0.2	0.3
Garbage and trash collection ⁽¹⁾⁽¹⁰⁾	0.301	7.9	1.3	0.2	0.6	1.3
Household operations ⁽¹⁾⁽²⁾	0.892	4.6	-1.2			-1.2
Domestic services ⁽¹⁾⁽²⁾	0.272	6.5	-2.0	0.0	6.9	-2.0
Gardening and lawn care services ⁽¹⁾⁽²⁾						
Moving, storage, freight expense ⁽¹⁾⁽²⁾	0.103	-0.9	1.8	1.5	1.0	1.8
Repair of household items ⁽¹⁾⁽²⁾	0.116					
Medical care services	6.423	-0.1	-0.1	-0.5	-0.1	-0.1
Professional services	3.535	2.0	0.0	0.0	0.1	0.0
Physicians' services ⁽¹⁾	1.799	-0.1	-0.5	-0.2	0.0	-0.5
Dental services	0.910	6.6	0.1	0.3	0.2	0.1
Eyeglasses and eye care ⁽¹⁾⁽⁶⁾	0.308	1.7	0.5	0.1	-0.1	0.5
Services by other medical professionals ⁽¹⁾⁽⁶⁾	0.518	0.8	1.2	0.4	0.2	1.2
Hospital and related services ⁽¹⁾	2.245	3.9	0.8	-0.2	0.4	0.8
Hospital services ⁽¹⁾⁽¹⁴⁾	1.909	3.7	1.0	-0.4	0.5	1.0
Inpatient hospital services ⁽¹⁾⁽¹⁴⁾⁽³⁾		3.4	1.0	-0.7	0.6	1.0
Outpatient hospital services ⁽¹⁾⁽³⁾⁽⁶⁾		4.9	0.9	0.9	0.4	0.9
Nursing homes and adult day services ⁽¹⁴⁾	0.188	4.8	-0.8	0.4	-0.3	-0.8
Care of invalids and elderly at home ⁽¹⁾⁽⁵⁾	0.149	6.0	-0.1	1.0	0.4	-0.1
Health insurance ⁽¹⁾⁽⁵⁾	0.642	-20.5	-3.7	-4.2	-3.8	-3.7
Transportation services	5.884	10.2	0.8	1.4	-0.2	0.8
Leased cars and trucks ⁽¹⁾⁽¹¹⁾	0.753		-1.6		-0.8	-1.6
Car and truck rental ⁽²⁾	0.122	-12.4	-2.1	-3.8	-3.2	-3.3
Motor vehicle maintenance and repair ⁽¹⁾	1.106	13.5	0.6	0.3	0.5	0.6
Motor vehicle body work ⁽¹⁾	0.058	7.2	-0.5			-0.5
Motor vehicle maintenance and servicing ⁽¹⁾	0.569	9.9	1.0	0.4	-0.3	1.0
Motor vehicle repair ⁽¹⁾⁽²⁾	0.423	19.7	0.3	0.2	1.7	0.3
Motor vehicle insurance	2.591	17.1	1.7	1.2	1.4	2.0
Motor vehicle fees ⁽¹⁾⁽²⁾	0.491	3.0	0.0	-0.3	0.1	0.0
State motor vehicle registration and license fees ⁽¹⁾⁽²⁾	0.276	3.3	-0.1	0.1	0.0	-0.1
Parking and other fees ⁽¹⁾⁽²⁾	0.194	2.6	0.3	-0.8	0.2	0.3
Parking fees and tolls ⁽²⁾⁽³⁾		2.5	0.3	0.4	0.6	-0.1
Public transportation	0.822	-8.9	1.1	3.2	-5.0	0.9

Footnotes

- (1) Not seasonally adjusted.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 2007=100 base.
(5) Indexes on a December 2005=100 base.
(6) Indexes on a December 1986=100 base.
(7) Indexes on a December 1993=100 base.
(8) Indexes on a December 2009=100 base.
(9) Indexes on a December 1990=100 base.
(10) Indexes on a December 1983=100 base.
(11) Indexes on a December 2001=100 base.
(12) Indexes on a December 2019=100 base.
(13) Indexes on a December 1982=100 base.
(14) Indexes on a December 1996=100 base.

CITY OF DAINGERFIELD

Effective 10/1/2023

RESIDENTIAL SERVICE:

Carts curbside by 7:30 am **\$11.36**

Per Resident Per Month - Once per week pickup cart only

Extra Carts \$4.00

\$\$\$ City recieves 15% Franchise Fee on all lines of business\$\$

COMMERCIAL HANDLOAD **\$20.08**

COMMERCIAL CONTAINER MATRIX:

Size/Freq	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	Extra p/u
2yd	\$68.60	\$126.00	\$168.35	\$232.91	\$274.40	\$47.80
3yd	\$97.29	\$170.66	\$239.30	\$315.87	\$384.48	\$47.80
4yd	\$130.81	\$234.10	\$323.86	\$437.16	\$464.64	\$47.80
6yd	\$153.12	\$269.60	\$400.47	\$520.16	\$636.62	\$47.80
8yd	\$170.66	\$279.20	\$408.45	\$529.93	\$678.09	\$47.80

LOCKS:

	Monthly
One-Time Fee	Fee
\$ 10.00	\$ 5.00

ROLL OFF SERVICE:

SIZE	Delivery	RATE/HAUL
15 Yard (Sludge)		Negotiated
20 Yard	100.00	\$544.27
30 Yard	100.00	\$640.24
40 Yard	100.00	\$772.45

ORDINANCE NO. 2022-02

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, AMENDING CHAPTER 14, SECTION 14-17 REGARDING RATES CHARGED BY THE CITY FOR REFUSE COLLECTION.

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

The Code of Ordinances of the City of Daingerfield, Texas, is hereby amended by revising Chapter 14, Section 14-17, which shall hereafter read as follows:

SECTION 14-17. Charges by the City for refuse collection effective October 1, 2022.

- (a) A charge shall be made for refuse pickup as follows:
 - (1) Residential, per month.....\$13.26
Once per week pickup cart only
Extra Carts.....\$6.00
 - (2) Commercial, hand collection:

Number of Bags	Number of Collections Per Week	
	1	2
5 or less	\$22.33	\$22.33

- (3) Commercial, containers:

Container Size (cubic yards)	Number of Collections Per Week				
	1	2	3	4	5
2 yd	\$64.90	\$119.21	\$159.97	\$220.35	\$259.61
3 yd	\$92.05	\$161.46	\$226.40	\$298.84	\$363.75
4 yd	\$123.76	\$221.48	\$306.40	\$413.59	\$493.59
6 yd	\$144.87	\$255.07	\$378.88	\$492.11	\$602.29
8 yd	\$161.46	\$264.15	\$386.43	\$504.19	\$641.53

Extra Pickup Charge: \$45.23

Locks: Setup - \$10.00 one time fee plus Monthly Fee of \$5.00

Roll Off Service

<u>Per-Haul:</u>	<u>20-Yd</u>	<u>30-Yd</u>	<u>40-Yd</u>
	\$514.92	\$605.72	\$730.80

- (b) These charges shall be billed with water and sewer billing and shall be subject to the same penalties for failure to pay as are provided in Section 11.206 of the Daingerfield Code of Ordinances for failure to pay water and sewer charges.

- (c) For trash pickups outside of the city limits, the charge shall be one hundred (100%) per cent more than for those inside the city limits. (Ord. No. 1988-1, 8/22/88; Ord. No. 1990-3, 9/10/90; Ord. No. 1992-3, 9/28/92; Ord. 1994-2, 9/12/94; Ord. No. 1995-1, 9/11/95; Ord. No. 1996-10, 10/28/96; Ord. No. 1997-01, 9/15/97; Ord. No. 1999-2, 05/17/99; 2001-01, 10/08/01; Ord. No. 2002-05, 10/14/02; Ord. 2003-03, 09/08/03; Ord. 2004-02, 09/13/04; Ord. No. 2005-01, 05/9/05; Ord. No. 2007-01, 04/9/07; Ord. No. 2008-05, 04/14/08; No. 2009-01, 04/13/09; No. 2009-03, 8/10/09; No. 2011-07, 8/15/11; No. 2012-02, 8/20/12; No. 2013-01, 8/12/13; No. 2014-03, 8/11/14; No. 2015-04, 10/12/15; No. 2017-07, 9/11/17; No. 2018-04, 8/13/18, No. 2019-04, 9/9/19, No. 2020-04, 8/10/20, No. 2022-02, 7/18/22.)

PASSED, APPROVED AND ADOPTED on this the 18th day of July 2022.

Wade Kerley, Mayor

ATTEST:

Heide Edmonson
City Secretary

ORDINANCE NO. 2023-02

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, AMENDING CHAPTER 14, SECTION 14-17 REGARDING RATES CHARGED BY THE CITY FOR REFUSE COLLECTION.

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

The Code of Ordinances of the City of Daingerfield, Texas, is hereby amended by revising Chapter 14, Section 14-17, which shall hereafter read as follows:

SECTION 14-17. Charges by the City for refuse collection effective October 1, 2023.

- (a) A charge shall be made for refuse pickup as follows:
 - (1) Residential, per month.....\$14.01
Once per week pickup cart only
Extra Carts.....\$6.00
 - (2) Commercial, hand collection:

Number of Bags	Number of Collections Per Week	
	1	2
5 or less	\$23.60	\$23.60

(3) Commercial, containers:

Container Size (cubic yards)	Number of Collections Per Week				
	1	2	3	4	5
2 yd	\$68.60	\$126.00	\$168.35	\$232.91	\$274.40
3 yd	\$97.29	\$170.66	\$239.30	\$315.87	\$384.48
4 yd	\$130.81	\$234.10	\$323.86	\$437.16	\$464.64
6 yd	\$153.12	\$269.60	\$400.47	\$520.16	\$636.62
8 yd	\$170.66	\$279.20	\$408.45	\$529.93	\$678.09

Extra Pickup Charge: \$47.80

Locks: Setup - \$10.00 one time fee plus Monthly Fee of \$5.00

Roll Off Service

Per-Haul:

Deliver Fee: \$100

<u>20-Yd</u>	<u>30-Yd</u>	<u>40-Yd</u>
\$544.27	\$640.24	\$772.45

- (b) These charges shall be billed with water and sewer billing and shall be subject to the same penalties for failure to pay as are provided in Section 11.206 of the Daingerfield Code of Ordinances for failure to pay water and sewer charges.

- (c) For trash pickups outside of the city limits, the charge shall be one hundred (100%) per cent more than for those inside the city limits. (Ord. No. 1988-1, 8/22/88; Ord. No. 1990-3, 9/10/90; Ord. No. 1992-3, 9/28/92; Ord. 1994-2, 9/12/94; Ord. No. 1995-1, 9/11/95; Ord. No. 1996-10, 10/28/96; Ord. No. 1997-01, 9/15/97; Ord. No. 1999-2, 05/17/99; 2001-01, 10/08/01; Ord. No. 2002-05, 10/14/02; Ord. 2003-03, 09/08/03; Ord. 2004-02, 09/13/04; Ord. No. 2005-01, 05/9/05; Ord. No. 2007-01, 04/9/07; Ord. No. 2008-05, 04/14/08; No. 2009-01, 04/13/09; No. 2009-03, 8/10/09; No. 2011-07, 8/15/11; No. 2012-02, 8/20/12; No. 2013-01, 8/12/13; No. 2014-03, 8/11/14; No. 2015-04, 10/12/15; No. 2017-07, 9/11/17; No. 2018-04, 8/13/18, No. 2019-04, 9/9/19, No. 2020-04, 8/10/20, No. 2022-02, 7/18/22.)

PASSED, APPROVED AND ADOPTED on this the 10th day of July 2023.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary

Section 2: Employee Compensation
Policy: Salary Administration

Effective Date: 10/01/2023
Page 1 of 4
New

Policy.

The City of Daingerfield (City) maintains a General Pay Plan to establish consistent, competitive salary ranges and promote salary parity within the City's workforce while allowing flexibility for the recruitment and retention of skilled employees and reward for performance. The City Manager, Finance Director, and City Secretary review the General Pay Plan prior to the end of each fiscal year to determine if the City should make modifications for the upcoming fiscal year to meet changing labor market conditions and cost-of-living increases. The City Council is the final approving authority for the General Pay Plan.

Applicability.

This policy does not apply to the salaried positions of City Manager or Chief of Police.

Procedures.

- I. General Provisions.
 - A. The General Pay Plan is an appendix to this manual and is incorporated by reference into this policy.
 - B. The General Pay Plan consists of the following salary schedules based on occupational categories. Each job classification is assigned to the most appropriate salary schedule.
 1. Administrative Salary Schedule for administrative support, paraprofessional, professional, and managerial (department heads) positions that are not also a field position assigned to another salary schedule.
 2. Law Enforcement Salary Schedule.
 3. Public Works Salary Schedule for public works field positions and supervisors.
 4. Animal Shelter for kennel technicians and animal control officers.
 - C. Each job classification is assigned to a salary group within the salary schedule based on the job classification's required skills and duties.
 1. More than one job classification may be assigned to the same salary group.
 2. Some job classifications have a hierarchical structure of job classification titles involving work of the same nature but requiring different levels of responsibility. (Example: Public Works Crew Member I, II, III.)
 - D. Each salary group has a Step 1 as the minimum/starting pay rate for that group. Some salary groups have additional steps with higher increments of pay within the salary

group. Having higher step increments allows higher pay based on experience and performance even when a position has not assumed greater responsibilities or skills that would warrant a promotion to a different job classification in a higher salary group.

E. An employee's pay rate:

1. must not be lower than the assigned salary group's minimum pay;
2. must not be higher than the assigned salary group's maximum pay; and
3. must correspond with a step increment within the assigned salary group.

II. **New Hires.**

The appropriate administrator may approve hiring an employee at a job class higher than level I or at a step increment higher than step 1 of the position's salary group based on the selected applicant's qualifications.

Yearly Step Increment:

Advancement within the general pay plan is considered automatic on the employees' anniversary date. Unless the employee fails to meet basic standards clearly documented by the department head and only upon approval by the City Manager may an employee be kept on the same step.

Merit:

In addition to the yearly step increment an additional merit-based percentage may be granted by the department head with the approval of the City Manager.

III. **Promotions.**

A promotion is a move to a position with a different job classification assigned to a higher salary group. When an employee is promoted, he receives an increase in salary rate. The minimum increase must be whichever of the following is higher (and the increase can be greater than the required minimum):

- A. equal to a one-increment increase in the salary group held prior to promotion; or
- B. the minimum rate of the new salary group.

*Example: A Public Works Crew Member I in PW1, Step 6 (\$17.28/hr.), promoted to PW II, must receive an increase in pay that is **at least** equivalent to, Step 6 (\$17.79/hr.)*

IV. **Demotions.**

A demotion is a move to a position with a different job classification assigned to a lower salary group. When an employee is voluntarily or involuntarily demoted, he must receive a decrease in pay. The minimum decrease must be equivalent to at least a one increment decrease in the employee's new salary group (and the decrease can be more than the required minimum).

Example: A Public Works III, Step 1 (\$16.78/hr.), demoting to Public Works Crew Member I, must receive a decrease in pay equivalent to PW I, Step 2 (\$16.28/hr.) or lower.

V. **Lateral Transfers.**

A lateral transfer consists of a move to a job classification assigned to the same salary group. When an employee laterally transfers to a new position, there is no change in pay rate based solely on the lateral transfer.

VI. **Cost-of-Living Changes.**

A. **Across-the-Board Cost-of-Living Changes.**

Across-the-board cost-of-living increases will be applied to each step increment in each salary group will be increased by the same amount (e.g., 25 cents an hour increase for each step increment in each salary group) or by the same percentage (e.g., each step increment in each salary group is increased by three (3) percent).

B. **Biennial (every 2 years) Cost-of-Living**

Unless otherwise determined by the City Council during budget preparation a biennial cost-of-living will be applied at a rate of at least 2%, amount to be determined by City Council. Cost-of-living adjustments apply to all employees including the salaried positions.

VII. **Certificate Pay**

Certificate pay will be at a rate of \$1.00 per hour or \$0.50 per hour for all applicable certificates. Applicable certificates are listed below with pay rate. No more than one per budget year is allowed. Certificate pay is in addition to the General Pay Plan.

A. Applicable Certificates-Police Department-All \$1.00 per hour

- a. Intermediate Peace Officer
- b. Advanced Peace Officer
- c. Master Peace Officer

B. Applicable Certificates-Municipal Court-All \$1.00 per hour

- a. Court Clerk Level I-CCCI
- b. Court Clerk Level II-CCCII
- c. Court Clerk Level III- CMCC

C. Applicable Certificates-Public Works-Mixed rate (see below)

- a. Class C Water License-\$1.00 per hour
- b. Class D Water License-\$1.00 per hour
- c. Class C Wastewater License-\$1.00 per hour
- d. Class D Wastewater License-\$1.00 per hour
- e. Customer Service Inspection -\$0.50 per hour

- D. Applicable Certificates-Finance-All \$1.00 per hour**
 - a. CPFO-Certified Public Finance Officer
- E. Applicable Certificates-Animal Control-\$0.50 per hour**
 - a. Chemical/Immobilization Certification.
- F. Applicable Certificate-Utility Billing-\$1.00 per hour**
 - a. Bilingual-\$1.00

VIII. **Payroll Effective Dates.**

The appropriate administrator and City Secretary will coordinate efforts to determine payroll effective dates for all salary actions. The effective dates will generally correspond with the first day of a payroll workweek.

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

June 27, 2023

To: Daingerfield City Council

Ref: Daingerfield Days BBQ Competition

The Chamber of Commerce is planning on having a sanctioned BBQ Competition at Daingerfield Days this year. This usually will bring lots of teams and people to the city. This will start Friday afternoon on October 13, 2023, and will end on October 14, 2023, in the evening.

These teams will have trailers and pits which will require water, electricity, and lots of area to set up so having them around the city park is critical. They will be at the city park overnight set up in the streets. We plan on trying to place them around the city park in the streets, leaving Peters St. open for the parade route. This will mean we will need to close Webb Street, Frazier Street, and Scurry Street off to traffic around the park, Friday afternoon until Saturday evening.

This is a request to close those listed named streets off to traffic from Friday afternoon until Saturday evening.

Sincerely,



Tracey Climer

Daingerfield Animal Shelter Statistics - June 2023

Species	Stray	Owner Surrender	Born At Shelter	Total Intake	Adopted	Rescued	Reclaimed	Euthanized	Relocated	Expired	Total Outcome	Total Left At Shelter	Calls
Cats	5	0	0	5	0	3	0	1	0	0	4	6	8
Dogs	7	0	0	7	2	4	2	0	0	0	8	16	8
Other	0	0	0	0	0	0	0	0	0	0	0	0	1

Daingerfield Animal Shelter Statistics - June 2023							Age On Intake	Disposition	Disposition Date	Notes
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			
Remus	4/22/2022	Dog	Male	Mixed Breed	1 Year	N/A	N/A			
Violet	4/28/2022	Cat	Female	DSH (Black & White)	1 Year	N/A	N/A			
Barbas	8/2/2022	Dog	Male	Lab Mix	10 Months	N/A	N/A			
Hanzo	8/15/2022	Dog	Male	Pit Bull Mix	8 Months	N/A	N/A			
Cornbread	11/23/2022	Dog	Male	Mixed Breed	3 Years	N/A	N/A			
Alfie	2/7/2023	Dog	Male	Mixed Breed	3 Months	N/A	N/A			
Demi	2/24/2023	Dog	Female	Pit Bull Mix	2 Years	Adopted	6/8/2023			
Unity	4/13/2023	Dog	Female	Mixed Breed	10 Months	N/A	N/A			
Booker	5/3/2023	Dog	Male	Australian Shepherd Mix	1 Year	Adopted	6/5/2023			
Miso	5/5/2023	Cat	Female	DSH (Grey Tabby)	9 Months	N/A	N/A			
Raven	5/8/2023	Dog	Female	Heeler Mix	2 Years	N/A	N/A			
Rylee	5/8/2023	Dog	Female	Heeler Mix	10 Weeks	Rescued	6/9/2023	ATASNP		
Dumpling	5/15/2023	Cat	Female	DSH (Orange Tabby)	Newborn	N/A	N/A			
Mr. Pickles	5/16/2023	Dog	Male	Mixed Breed	1 Year	Rescued	6/9/2023	ATASNP		
Tisha	5/17/2023	Dog	Female	Pointer Mix	2 Years	N/A	N/A			
Evie	5/23/2023	Dog	Female	Mixed Breed	8 Weeks	Rescued	6/9/2023	ATASNP		
Maliha	5/31/2023	Dog	Female	Mixed Breed	8 Months	Rescued	6/2/2023	Let Love Live		
Mabel	5/31/2023	Cat	Female	DSH (Grey Tabby & Orange)	1 Year	Rescued	6/19/2023	Kitty Cove Rescue		
Dipper	5/31/2023	Cat	Male	DSH (Grey Tabby & White)	1 Year	Rescued	6/26/2023	Kitty Cove Rescue		
Charlie	5/31/2023	Dog	Male	Shih-Tzu	9 Years	Reclaimed	6/1/2023			
Grenda	6/1/2023	Cat	Female	DSH (Grey Tabby)	1 Year	Rescued	6/24/2023	Kitty Cove Rescue		
Soos	6/1/2023	Cat	Female	DSH (Grey Tabby & White)	8 Weeks	N/A	N/A			
N/A	6/1/2023	Cat	Female	DSH (Black)	1 Year	Euthanized	6/1/2023	Medical		
Bogie	6/2/2023	Dog	Male	Pit Bull/Lab Mix	8 Months	N/A	N/A	Police Call		
Enya	6/7/2023	Dog	Female	Mixed Breed	5 Weeks	Reclaimed	6/7/2023			
Nibbins	6/8/2023	Cat	Male	DSH (Black & White)	7 Weeks	N/A	N/A			
Jubei	6/8/2023	Cat	Female	DSH (Black)	7 Weeks	N/A	N/A			
Clara	6/12/2023	Dog	Female	Mixed Breed	2 Years	N/A	N/A			
Cedar	6/16/2023	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A			
Buster	6/23/2023	Dog	Male	Mixed Breed	6 Weeks	N/A	N/A			
Babbs	6/23/2023	Dog	Female	Mixed Breed	6 Weeks	N/A	N/A			
Vanya	6/23/2023	Dog	Female	Mixed Breed	3 Months	N/A	N/A			

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

JUNE 2023

CODE

- **High Grass** 11
- **Garbage/Clutter** 1
- **Junk Vehicle** 14
- **Tethering** 0
- **Animal Nuisance** 1
- **Too many animals** 1
- **Citations issued** 1

Total Corrected: 20

CALLS OF SERVICE: 152

NUMBER OF TRAFFIC CONTACTS: 17

CRASH INVESTIGATIONS: 3

ARREST: 17

Daingerfield Fire Department

June 2023

Grass/Woods Fire	1		
Alarm/False	2		
Vehicle Collision/Crash	1		
1 st Responder/assist EMS	3		
Evacuate Nursing Home	1		
Gas Leak	1		
Power line Down	2		
	Total	11	YTD 103
Responses inside City	7	YTD	53
Outside City	4	YTD	50

Estimated Water usage: 1,500 Gallons

Monthly Council Report

June 2023

Printed: 7/3/2023

Cases Filed

Penal Count	5	Ordinance Count	2
Traffic Count	14	Parking Count	0
Other Count	3	STEP Count	0
Total Filed		24	

Amounts Collected

Tech Fund	\$ 39.34	Building Security Fund	\$ 46.58
State	\$ 772.62	Fine	\$ 1,666.00
City	\$ 498.56	Warrant Fee	\$ 126.23
Total Amount		\$ 3,023.10	

Warrants

Issued	1	Recalled	4
Served	8	Outstanding Amount	\$ 342,480.51
Total Amount		\$ 4,219.00	

Dispositions

Paid in Full	8	Credit for Time Served	9
Paid Partial	7	Dismissed	9
Appealed	0	Total Disposed	26

Trials

Jury	0	Total	0
Bench	0		



OffenseStopCount

*This report does not include voided, test, or deleted records,
but does include warnings (if *ALL* or WARNINGS is selected in the Stop Result field).*

	18 Stops	20 Violations
	18 Stops	20 Violations
Possession Of Drug Paraphernalia		2
Assault, No Injury, 1st Offense		1
Discharge of Firearms		1
Disorderly Conduct		4
DRIVING WHILE LICENSE INVALID		3
Fail to Maintain Financial Responsibility		2
No Drivers License		1
Expired Motor Vehicle Registration		1
Speeding 11-15		1
Speeding 15+		3
Unsanitary Conditions		1

**Water Accountability
Report Period
MAY 10th - JUNE 10th
2023**

Location	Gallons Used
City Hall/Police Department	1,600
Library	200
Fire Department	800
Public Works	1,100
Wastewater Treatment Plant	539,400
Roundabout/Coffey St.	12,600
City Park (sprinkler)	
Animal Shelter	1,500
Total City Usage	557,200
Total Gallons Billed	6,153,200
Fire Fighting Gallons estimate	1,500
Line Flushing estimate	1,011,600
Leaks estimate 5/10 - 6/10	54,720
Bulk Water - 5/10 - 6/10	
	-
	-
	-
Total Gallons Used	7,778,220
Total Gallons Delivered	9,331,721
Difference	1,553,501
Percentage Unaccounted	17%

PUBLIC WORKS REPORT
Report Period June 1st – 30th, 2023

Personnel

- Number 7 full time employees end of February and 1 Part-time employees
- Comments _____

Streets

- Patching Repaired potholes on Nichols St, Coffey St, Mt View, North St, Webb St, and Grapevine. Corner of N. Frazier and Ochiltree
- Signage _____
- Mowing Mowed the easement area in front of McDonalds, along Hwy 259 and South Lift Station, Wastewater Treatment Plant, Union Pumpstation, Fire station, and City Park. Bushhogged right of way down parts of Hwy 11 and Hwy 259
- Tree Trimming Versa Boomed down N Bradfield, Bert St, W. Peak St, Williams St, & Franklin St. Cleared trees off road from storm damage on Jenkins & Ochiltree.
- Drainage Cleared out drainage on Houston St.
- Miscellaneous Cleaned up asphalt in handicap parking lot and powered washed side walk near 112 N Lamar St.

Water

- Leak repairs
 - Service lines 2" service line at Pentecostal Church, 3/4" service line at 1012 Bert St
 - Main lines No main line repairs this month
- Connections 54
- Disconnections 56
- Meter reading start/end 6/8-6/12
- Total meters read 1241
- Total customers billed 1051
- Re-reads 12
- Meters Replaced 0
- Pressure checks 2
- Taps installed 0
- Lines Flushed 35
- Fire Hydrants
 - Repaired N/A
 - Replaced N/A
 - Flushed 35

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 267 lbs
- Bar Screening Removal removed daily
- Maintenance/Repairs Completed Daily logs. Collected composite and pH and DO samples weekly.
- Non-Compliance N/A
- Explanation N/A
- Waste Water Treated
 - Beginning reading Sensor has been ordered. Came in on 6/29/23
 - Ending reading Sensor has been ordered. Came in on 6/29/23
 - Total treated Sensor has been ordered. Came in on 6/29/23
 - Rainfall 10.1"
 - Sludge Removal 0 gallons

Lift Station

- Maintenance Daily checks to ensure all pumps are running.
- Repairs Atlas/ East Lift work was completed by contractor. Replaced suction piping on both sides.

Sewer

- Number Calls 5
- Sewer Repairs 0 Sewer Repairs
- Taps installed 0

Miscellaneous Matters

CASH BALANCE SHEET

TX HERITAGE Bank/NETCU/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 771,720.29	\$ 214,708.00	\$ 355,150.85	\$ 631,277.44
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND	\$ 185,372.88	\$ 5,914.50	\$ 623.63	\$ 190,663.75
MCBS CHECKING	\$ 23,296.34	\$ 14.36	\$ -	\$ 23,310.70
MCTF CHECKING	\$ 7,300.40	\$ 3.00		\$ 7,303.40
DDM CHECKING	\$ 2,054.22	\$ 0.84	\$ -	\$ 2,055.06
CHILD SAFETY-SZ	\$ 12,490.54	\$ 7.70	\$ -	\$ 12,498.24
ANIMAL SHELTER	\$ 35,081.71	\$ 78.84		\$ 35,160.55
HOTEL/MOTEL CHCK	\$ 81,316.87	\$ 100.25	\$ -	\$ 81,417.12
PEG FEES SUDDNL	\$ 4,584.68	\$ 1.88	\$ -	\$ 4,586.56
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
CYPRESS CD 02-1059	\$ 126,304.58	\$ 1,058.88		\$ 127,363.46
4.50% 2/8/2024				
CYPRESS CD 02-1060	\$ 126,322.45	\$ 1,082.57	\$ -	\$ 127,405.02
4.60% 8/8/2024				
CYPRESS CD 02-1061	\$ 126,259.88	\$ 999.70	\$ -	\$ 127,259.58
4.25% 2/8/2025				
CYPRESS CD 01-1037	\$ 126,259.88	\$ 999.70	\$ -	\$ 127,259.58
4.25% 2/8/2025				
CYPRESS CD 01-1040	\$ 250,000.00	\$ 2,500.00	\$ -	\$ 252,500.00
5.00% 4/19/2024				
CYPRESS CD 01-1041	\$ 250,000.00	\$ 2,534.25	\$ -	\$ 252,534.25
4.80% 10/18/2024				
CYPRESS CD 02-1062	\$ 250,000.00	\$ 2,432.88	\$ -	\$ 252,432.88
5.00% 04/19/2024				
CYPRESS CD 02-1063	\$ 250,000.00	\$ 2,432.88	\$ -	\$ 252,432.88
4.80% 10/18/2024				
TX HERITAGE 02-1036	\$ 55,378.65	\$ 35.28	\$ -	\$ 55,413.93
4.5% 6/9/24				
TX HERITAGE 02-1034	\$ 60,413.07	\$ 38.48	\$ -	\$ 60,451.55
4.5% 6/9/24				
TexSTAR-01-1080	\$ 489,346.04	\$ 2,041.74	\$ -	\$ 491,387.78
YIELD- 5.06%				
TexSTAR-02-1080	\$ 366,164.82	\$ 1,527.77		\$ 367,692.59
YIELD- 5.06%				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 100.00	\$ 16,500.00	\$ 16,500.00	\$ 100.00
TX HRTG C.O.B. # 2984	\$ 100.00			\$ 100.00
TX HRTG C.O.B. # 2976	\$ 100.00	\$ -	\$ -	\$ 100.00
GRAND TOTAL	\$ 3,601,029.23	\$ 255,013.50	\$ 372,274.48	\$ 3,483,768.25

** Note- ARPA FUNDS ARE IN CONSOLIDATED ACCOUNT- \$301,057.05



Monthly Financial Summary Report JUNE 2023

This monthly financial report is for the period ending **June 30, 2023**, as closed by the Finance department. This represents **9** months into the fiscal year's budget.

Budget Changes or Amendments: Budget Ammendment for C.O.B Annual payment for BOK Financial. – see agenda item

General Fund YTD Revenues: \$1,645,981.00

Water & Sewer YTD Revenues: \$851,246.72

TOTAL YTD REVENUE: \$2,497,227.72

As of June, revenues should be tracking around **74.97%** of the annual budget. Actual YTD revenues are at **64.39%**

General Fund YTD Expenditures : \$1,687,505.35

Water & Sewer YTD Expenditures: \$933,415.36

TOTAL YTD EXPENDITURES: \$2,620,920.71

As of June, expenses should also be tracking around **74.97%**. Actual YTD expenses are at **71.56%**

Our general fund balance as of 6/30/23: \$631,277.44

This includes American Rescue Plan funds of \$301,057.05

NOTES:

REVENUE ACTUAL vs. BUDGET YTD

30-Jun-23

2022-2023

G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %
1	General Revenue	\$1,645,981.00	\$2,360,481.00	\$714,500.00	30.27%
2	Water/Sewer	\$851,246.72	\$1,441,428.00	\$590,181.28	40.94%
Total		\$2,497,227.72	\$3,801,909.00	\$1,304,681.28	35.61%

EXPENSES ACTUAL vs. BUDGET YTD

30-Jun-23

2022-2023

G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %	Used %
101	Legislative	\$24,461.49	\$26,743.00	\$2,281.51	8.53%	91.47%
110	Administration	\$44,124.93	\$55,792.00	\$11,667.07	20.91%	79.09%
111	General Office	\$37,848.09	\$48,822.00	\$10,973.91	22.48%	77.52%
113	Finance	\$54,733.26	\$81,428.00	\$26,694.74	32.78%	67.22%
120	Library	\$52,479.01	\$84,586.00	\$32,106.99	37.96%	62.04%
201	Judicial	\$51,046.38	\$67,870.00	\$16,823.62	24.79%	75.21%
202	Police Department	\$406,100.59	\$582,537.00	\$176,436.41	30.29%	69.71%
203	Code Enforcement	\$18,999.67	\$21,399.00	\$2,399.33	11.21%	88.79%
204	Fire Department	\$147,319.04	\$403,260.00	\$255,940.96	63.47%	36.53%
205	Animal Shelter	\$107,087.78	\$136,110.00	\$29,022.22	21.32%	78.68%
301	Streets	\$459,256.28	\$780,646.00	\$321,389.72	41.17%	58.83%
401	Sanitation	\$280,800.94	\$357,251.00	\$76,450.06	21.40%	78.60%
602	City Park	\$3,247.89	\$6,298.00	\$3,050.11	48.43%	51.57%
601	Water	\$616,992.40	\$674,642.00	\$57,649.60	8.55%	91.45%
608	Sewer	\$316,422.96	\$474,028.00	\$157,605.04	33.25%	66.75%
Total		\$2,620,920.71	\$3,801,412.00	\$1,180,491.29	28.44%	71.56%

Expenses over \$5,000 - June 30, 2023

Invoice Date	Check Amount	Payee	Method of Distribution	Budgeted	Notes
6/30/2023	\$ (25,208.70)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Y	CITY OF DAINGERF PAYROLLDD
6/27/2023	\$ (19,870.00)	CK # 60255- CARTER EQUIPMENT	CHECK	N	CK # 60255- CARTER EQUIPMENT- ARPA - Pump Repairs
6/26/2023	\$ (30,183.66)	CK # 60219 - REPUBLIC	CHECK	Y	CK # 60219 - REPUBLIC
6/23/2023	\$ (14,406.33)	CK # 60238- CORE & MAIN	CHECK	Y	CK # 60238- CORE & MAIN
6/23/2023	\$ (6,112.00)	CK # 60210 - GRANTWORKS	CHECK	N	CK # 60210 - GRANTWORKS- ARPA - ARPA Admin Fees
6/21/2023	\$ (7,249.33)	CK # 60246- SGL UTILITIES	CHECK	N	CK # 60246- SGL UTILITIES- ARPA - 130 Lift Station
6/21/2023	\$ (45,541.00)	CK # 60221 - S&S ROOFING	CHECK	N	CK # 60221 - S&S ROOFING - ARPA - Fire Dept Roof
6/21/2023	\$ (19,083.12)	CK # 60215 - NETMWD	CHECK	Y	CK # 60215 - NETMWD- TREATED WATER
6/16/2023	\$ (8,014.07)	IRS USATAXPYMT	EFT	Y	IRS USATAXPYMT
6/15/2023	\$ (6,445.00)	CK # 60206- CASCO	CHECK	Y	CK # 60206- CASCO - FIRE DEPT
6/15/2023	\$ (24,160.67)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Y	CITY OF DAINGERF PAYROLLDD
6/13/2023	\$ (7,139.64)	CK # 60213 - MORRIS COUNTY APPRAISAL	CHECK	Y	CK # 60213 - MORRIS COUNTY APPRAISAL- QUARTERLY ASSESSMENT
6/6/2023	\$ (16,451.91)	TML0111 CONS COLL	EFT	Y	TML0111 CONS COLL- Health Insurance
6/2/2023	\$ (5,401.16)	FLEET E-PAYMENTS FLEETCARD- VOYAGER	EFT	Y	FLEET E-PAYMENTS FLEETCARD- VOYAGER
6/2/2023	\$ (7,882.60)	TMRS PAYROLL	EFT	Y	TMRS PAYROLL- RETIREMENT
6/2/2023	\$ (8,029.95)	IRS USATAXPYMT	EFT	Y	IRS USATAXPYMT
6/1/2023	\$ (23,574.16)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Y	CITY OF DAINGERF PAYROLLDD
	(\$274,753.30)				

RURAL BUSINESS ENTERPRISE GRANT
June 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		\$ 8,764.46
Beverly Miller & Kaden Miller	10/13/2017	11/1/2027	\$ 35,000.00	\$ 329.00		\$ 16,580.38
Chris Smith- TexSTAR Properties	1/1/2019	1/1/2029	\$ 75,000.00	\$ 708.00		\$ 44,730.00
Chris Smith- TexSTAR Properties #2	7/27/2021	7/27/2031	\$ 76,884.00	\$ 724.76		\$ 64,187.18
Austin Luxury Realty	10/15/2021	10/15/2031	\$ 43,000.00	\$ 405.00		\$ 36,145.15
Morris Pharmacy Sean Family Realty	2/15/2022	2/15/2032	\$ 80,000.00	\$ 755.99		\$ 69,027.93
Marty Walker Realty	8/24/2022	8/24/2032	\$ 75,000.00	\$ 707.02		\$ 70,001.56
Start2Finish	12/1/2022	12/1/2027	\$ 35,000.00	\$ 621.16		\$ 31,693.35
			<u>\$ 471,450.31</u>			<u>\$ 342,186.37</u>
RBEG Balance as of 6/30/2023			\$ 190,663.75			

**CITY OF DAINGERFEILD
SALES TAX**

	2022-2023	2021 - 2022	2020 - 2021	2019 - 2020	2018 - 2019	2017 - 2018	2016 - 2017	2015-2016	2014-2015
OCT	\$ 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	\$ 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		\$ 44,395.41	\$ 44,089.79	\$ 39,446.15	\$ 33,957.00	\$ 36,456.88	\$ 34,687.58	\$ 31,820.67	\$ 35,933.95
JULY		\$ 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		\$ 50,099.53	\$ 45,473.20	\$ 45,864.91	\$ 40,854.16	\$ 31,930.61	\$ 41,511.29	\$ 50,345.73	\$ 41,905.38
SEPT.		\$ 47,786.30	\$ 43,148.35	\$ 36,962.28	\$ 31,329.20	\$ 31,432.68	\$ 32,602.90	\$ 39,033.77	\$ 32,054.50
	\$ 426,005.28	\$ 600,159.66	\$ 523,352.32	\$ 464,534.53	\$ 426,354.49	\$ 419,669.82	\$ 445,327.33	\$ 471,663.41	\$ 422,126.10