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## AGENDA

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The City Council of the City of Daingerfield shall meet in Regular Session Monday, March 13, 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 February 6, 2023
- B. Deliberate and Act to Appoint Election Judges and Set Pay Scale for General Election and Local Option Election
- C. Deliberate and Act to Approve to add City Secretary Michelle Jones to ACH Transactions at Texas Heritage Bank

5. **Business**

**Discuss, Consider, and Possibly Take Action Regarding:**

- A. Deliberate and Take from the Table Agenda Item to require all non-emergency purchases be approved by the City Council prior to purchase.
- B. Deliberate and Possibly Act to require all non-emergency purchases be approved by the City Council prior to purchase.
- C. Deliberate and Take from the Table Agenda item to select a Consultant for the EMS and Council Chamber Facility to be Built.
- D. Deliberate and Possibly Act to select a Consultant for the EMS and Council Chamber Facility to be Built.
- E. Presentation Update by Schaumburg & Polk (SPI) on Water and Wastewater System Projects.
- F. Deliberate and Act to Award Bid for the Street and Drainage Upgrade Project.
- G. Discuss possible City Charter Amendment to Article VI Section 9. to provide for a run-off election for electing the Mayor.
- H. Discuss and possibly act to form a Veterans memorial committee.

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

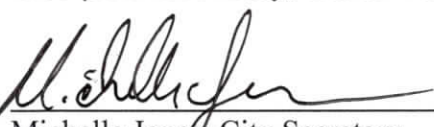
- A. Animal Shelter, Code Enforcement, Electrical, EMS, Fire, Library, Municipal court, Police, Public Works
- B. Financial
- C. City Manager

7. **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, March 10, 2023.

  
\_\_\_\_\_  
Michelle Jones, City Secretary

SEAL



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## CITY SECRETARY'S AGENDA NOTES

March 13, 2023

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### 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 inquiries 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 February 6, 2023:** Drafts of the minutes are on pages 5 through 7 of your packets.
- B. **Deliberate and Act to Appoint Election Judges and Set Pay Scale for General Election and Local Option Election:** Wendy Loupee has agreed to serve as the Election Judge for the City and Pamela Spann as the Deputy. Linda White has agreed to serve as the Early Voting Judge and John White as the Early Voting Deputy. We are recommending \$14.00 an hour for the Election Judge and the Early Voting Judge. For the Deputies and clerks, we are recommending \$12.00 an hour for their services.
- C. **Deliberate and Act to Approve to add City Secretary Michelle Jones to ACH Transactions at Texas Heritage Bank.** ACH Agreement is on pages 8 through 15.

### 5. Business

*Discuss, Consider, and Possibly Take Action Regarding*

- A. **Deliberate and Take from the Table Agenda Item to require all non-emergency purchases be approved by the City Council prior to purchase:** Motion required to take from the table.
- B. **Deliberate and Possibly Act to require all non-emergency purchases be approved by the City Council prior to purchase.** Placed on agenda at the request of Council Member Carter. Information provided from the City Attorney: an ordinance may be passed without a charter amendment unless complete authority was to be removed. At that time a Charter amendment would be necessary.
- C. **Deliberate and Take from the Table Agenda item to select a Consultant for the EMS and Council Chamber Facility to be Built.:** Motion required to take from the table.
- D. **Deliberate and Possibly Act to select a Consultant for the EMS and Council Chamber Facility to be Built:** Information provided on pages 16 through 37 from Burditt Consultants and information provided on pages 38 through 56 from CP & Y Consultant; information provided by Goodwin Architects in separate books.
- E. **Presentation Update by Schaumburg & Polk (SPI) on Water and Wastewater System Projects:** Jeremy Buechter and Chris Osburn with SPI will present.
- F. **Deliberate and Act to Award Bid for the Street and Drainage Upgrade Project:** SPI recommends Bid be awarded to Rayford's Truck and Tractor. Recommendation for bid and Bid information on pages 57 through 58.

- G. **Discuss possible City Charter Amendment to Article VI Section 9. to provide for a run-off election for electing the Mayor:** Placed on the agenda at the request of Council Member Carter. Copy of Article VI Section 9 of the charter is on page 59
- H. **Discuss and possibly act to form a Veterans memorial committee:** Placed on the agenda at the request of Council Member Carter.

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 60 through 72.
- B. **Financial:** Located on pages 73 through 80
- C. **City Manager:** Keith's notes are on page 4.



**City Manager Report**  
**March 13, 2023**

S&S Roofing Inc. will be repairing the roof on the Fire Department. The cost will be \$45,541.00, which will be paid for out of ARPA Funds.

Spoke with Derrick Goodwin from Goodwin Design Architects about the New EMS facility. (Information in packet).

After speaking with SPI Engineers and Steve from SGL Utilities, it has been determined that valves will be put in which will allow isolation in different parts of town instead of entire town being affected.

Reached out to Marty Walker about the veteran's memorial for the park. Told him to get a plan together and come by City Hall to discuss before bringing to council.

Met with engineer and GrantWorks about moneys for a plan to get the areas in the park that holds water fixed. Will look at the cost of possibly redoing the entire park and correcting the problem verses a plan just to fix the low areas.

The City Attorney is reviewing a tax abatement ordinance/resolution to be used when have developer or business interested in coming to Daingerfield.

Reached out to several developers that may be interested in doing development in the city. There are several areas with possibility for either residents or businesses. Currently reaching out to land owners.



MINUTES OF REGULAR MEETING  
OF CITY COUNCIL  
CITY OF DAINGERFIELD  
February 6, 2023

City Council Present: Mayor Wade Kerley Councilmembers Mike Carter, Duane Grissett, Jessie Ayers and Vicki Smith

Absent: Bob Thorne

City Staff Present: City Manager Keith Whitfield, City Secretary Michelle Jones, Police Chief Tracey Climer, Fire Chief Jimmy Cornelius, Assistant Fire Chief Travis Miller,

Others: Michael Haley, Marty Walker, Leanne Walker, Gerald Stotts, Terry Kox, Colton Tigart, Stan Wyatt-NETMWD, Tina Cooper, Sheran West, Gatlin Moore, Parker Harrison-Grantworks, Toni Walker-The Steel Country Bee,

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:**

Michael Haley spoke on drainage issue on Nix Street affecting his property.

Marty Walker spoke on City Charter amendments, requested council to appoint citizen committee for charter amendments and erecting a veterans monument.

Gerald Stotts spoke on city council meeting dates being posted, and dissatisfaction of the running of City Hall.

Terry Kox spoke on Robert's Rules of procedure being adopted by Council, excessive speeding on Webb Street and a system to notify residents of emergency alerts. City Secretary Michelle Jones informed Mr. Kox of the City website that has a subscription feature for emergency alerts from the City.

**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 January 9, 2023.
- B. Discuss, consider, and adopt a resolution to designate authorized signatories for the Texas Community Development Block Grant program.

- C. Discuss, consider, and adopt a resolution authorizing the submission of a Texas Community Development Block Grant program application and adopting required CDBG Civil Rights/Fair Housing policies.
- D. Deliberate and Act to Approve Daingerfield Police Department Racial Profiling Report.
- E. Deliberate and Act on Resolution to Approve Submission of a Grant Application for the Security Cameras Project to the Office of the Governor (Homeland Security Funds)
- F. Deliberate and Act on Resolution to Approve Submission of a Grant Application for the Daingerfield Police Department Mobile Data Terminals Project to the Office of the Governor.
- G. Deliberate and Act to Approve a Joint Election Agreement Between the City of Daingerfield, Daingerfield-Lone Star Independent School District, City of Lone Star and Northeast Texas Community College

**Motion was made by Council Member Ayers to approve the consent item agenda as presented. Seconded by Council Member Grissett, and all voted aye.**

#### **5. Business**

##### **Discuss, Consider, and Possibly Take Action Regarding:**

- A. **Deliberate and Take From the Table Agenda Item to Appoint Councilmember to Local Firemen's Pension Board:** Motion was made by Council Member Carter to take from table agenda item to Appoint Councilmember to Local Firemen's Pension Board. Seconded by Council Member Grissett, all voted aye.
- B. **Deliberate and Act to Appoint Councilmember to Local Firemen's Pension Board:** Motion was made by Councilmember Grissett to nominate Councilmember Carter to be appointed to the Local Firemen's Pension Board, seconded by Council Member Ayers. All voted aye.
- C. **Deliberate and Take from the Table Agenda Item to require all non-emergency purchases be approved by the City Council prior to purchase:** Motion was made by Council Member Carter to take from the table agenda item to require all non-emergency purchases be approved by the City Council prior to purchase, seconded by Council Member Grissett, all voted aye.
- D. **Deliberate and Possibly Act to require all non-emergency purchases be approved by the City Council prior to purchase:** Motion was made by Council Member Carter to require all non-emergency purchases over \$5,000 be approved by the City council prior to purchase, seconded by Council Member Grissett. Council Members Carter and Grissett voted aye, and Council Members Ayers and Smith voted against. Mayor Kerley as the tie breaker vote voted against and the motion failed. Council Member Ayers made a motion to table the agenda item pending information from

the City Attorney on whether a Charter Amendment is required to make this change, seconded by Council Member Smith and all voted aye.

- E. **Deliberate and Possibly Act on Ordinance Calling for a Special Election on a Proposition to Amend Article XI, Section 2 of the Home Rule Charter Relating to the Residence of the City Manager:** Motion made by Council Member Carter to table agenda item concerning Ordinance Calling for a Special Election on a Proposition to Amend Article XI, Section 2 of the Home Rule Charter Relating to the Residence of the City Manager, seconded by Council Member Grissett, all voted aye.
  - F. **Call for General Municipal Election to be Held Saturday, May 6, 2023:** Motion was made by Council Member Carter to call for the General Municipal Election to be held Saturday, May 6, 2023, seconded by Council Member Grissett, all voted aye.
  - G. **Deliberate and Possibly Act to select a Consultant for the EMS and Council Chamber Facility to be Built:** Motion made by Council Member Grissett to table agenda item to select a Consultant for the EMS and Council Chamber Facility to be Built, seconded by Council Member Smith, and all voted aye.
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:** Informational only, no action taken.

There being no further business before the Council, the meeting was adjourned at 7:23 p.m. on motion by Councilmember Carter seconded by Councilmember Smith and all voted aye.

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Wade Kerley, Mayor

ATTEST:

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Michelle Jones  
City Secretary

# ACH Origination Agreement

**Originating Depository  
Financial Institution**

TEXAS HERITAGE NATIONAL BANK

**Originator(s) Names and Addresses**

City of Daingerfield  
Consolidated Fund  
101 Linda Drive  
Daingerfield, TX 75638

**Agreement Date:** 3-13-2023

**Account Number:** 2167387

## Contact Information

The following contact information will be used to request information relating to this Agreement or to communicate any actual or suspected breach of data security or unauthorized access:

**Originating Depository Financial Institution:** TEXAS HERITAGE NATIONAL BANK

**Originator:** City of Daingerfield

## Types of Entries That Can Be Initiated

Any of the following selected:

- |   |  |
|---|--|
| <input type="checkbox"/> Accounts Receivable (ARC) Debit        | <input type="checkbox"/> Corporate Credit or Debit (CCD) - <input type="checkbox"/> Debit <input type="checkbox"/> Credit  |
| <input type="checkbox"/> Back Office Conversion (BOC) Debit     | <input type="checkbox"/> Corporate Trade Exchange (CTX) - <input type="checkbox"/> Debit <input type="checkbox"/> Credit   |
| <input type="checkbox"/> Point-of-Purchase (POP) Debit          | <input type="checkbox"/> Internet-Initiated (WEB) Debit - <input type="checkbox"/> Single <input type="checkbox"/> Recurring                                     |
| <input type="checkbox"/> Point-of-Sale (POS) Debit              | <input checked="" type="checkbox"/> Prearranged Payment and Deposit (PPD) - <input checked="" type="checkbox"/> Debit <input checked="" type="checkbox"/> Credit |
| <input type="checkbox"/> Re-presented Check (RCK) Debit         | <input type="checkbox"/> Telephone-Initiated (TEL) Debit - <input type="checkbox"/> Single <input type="checkbox"/> Recurring                                    |
| <input type="checkbox"/> Shared Network Transaction (SHR) Debit | <input type="checkbox"/> International ACH Transaction (IAT) - <input type="checkbox"/> Debit <input type="checkbox"/> Credit                                    |

## How Entries Will Be Processed

**Where.** By delivery to: operations@texashnb.com - CSI ESafe Account

**When.**

- ☐ By \_\_\_\_\_ on one of our Banking Days at least \_\_\_\_\_ Business Days, but no more than \_\_\_\_\_ Business Days, before the effective entry dates.
- ☒ By the following time(s): 10:00 AM - Same Day  
3:00 PM - Next Business Day

**Medium.** By the following medium: ☐ Internet E-mail ☐ Fax ☐ Diskette ☒ CSI ESafe Account

**Format.** ☒ In accordance with ACH Rules Appendix Three. ☐ In the following format:

**Returns, Notifications of Change.** For entries we receive notifying us of corrections to identifying or routing information in your entries, the information will be delivered to you in the following format and by the following method: Item will be charged back to the credited account and the originator will be notified via phone call or email to the individual submitting the file.

When we forward return entries to you for action, the information will be provided using the following format and procedure:

If the notification of change or return entry requires information that is missing or incorrect, you must:

- ☐ Use the Contact Information provided to request within banking days that we initiate a refusal of the notification of change or dishonor the return.
- ☒ The originator will notify their customer to collect returned funds. Corrections must be made to the file for future submission.
- ☐ **Prenotifications.** Prenotifications will be initiated for each new Receiver's account to be accessed, in accordance with the timing and other requirements of the ACH Rules.
  - ☐ Exceptions to Prenotification:
- ☐ **Requests for Acknowledgment Entries.** For Corporate Credit or Corporate Trade Exchange Credit entries, you intend to use, and we will support, requests for Acknowledgment entries from receiving financial institutions. We will deliver the information from Acknowledgment entries promptly in the following format and by the following method:

## Security Procedures

Your circumstances, if any, which are relevant to the establishment of commercially reasonable security procedures are:

We have offered the following security procedures if the boxes preceding them are marked, and you have accepted or refused the offered security procedures by marking the appropriate boxes:

- ☐ **Code.** ☐ Accepted ☐ Refused Your initiations will require the following code:
- ☒ **Telephone Confirmation.** ☒ Accepted ☐ Refused Your ☒ initiations ☐ online changes to user security will be confirmed by one of the following Telephone Confirmers, whom we will call at the numbers indicated below.

The following details will be confirmed: The amount of the file and effective date will be verified with the originator before the file is submitted.



Confirmer Name  
Amanda Sanders  
Keith Whitfield

Telephone Number  
903-645-3906  
903-645-3906

Confirmer Name  
Melinda Precise  
Michelle Jones

Telephone Number  
903-645-3906  
903-645-3906

☐ Additional procedural details:

☒ **Other Confirmation.** ☒ Accepted ☐ Refused Your ☒ initiations ☐ online changes to user security will be confirmed by separate ☒ e-mail ☐ fax ☐

☐ Additional procedural details:

The following details will be communicated in the confirmation:

Settlement Date and File Dollar Amount Total

☐ **Authorizing Signature.** Initiations will be accompanied by at least \_\_\_\_\_ of the following Authorizing Signatures:

☐ **Timing Limitation.** ☐ Accepted ☐ Refused Except as specifically arranged under secure conditions, your initiations will be limited to the following time(s) of day and/or day(s) of the week:

☐ **Separation of Data Preparation.** ☐ Accepted ☐ Refused You will implement effective dual control procedures whereby one person authorizes creation of payment data and a second person authorizes release of payments.

☐ **Dedicated Computer.** ☐ Accepted ☐ Refused Your online procedures will be conducted on a computer that is accessed only by authorized personnel and that will not be used for other internet access.

☒ **Frequency Limitation.** ☒ Accepted ☐ Refused The frequency of debit entries cannot exceed 1 file per month. The frequency of credit entries cannot exceed 5 files per month.

☒ **Dollar Limitation.** ☒ Accepted ☐ Refused No debit entry can exceed \$30,000.00 or be less than \$ . No credit entry can exceed \$30,000.00 or be less than \$ .

☐ **Security Token.** ☐ Accepted ☐ Refused Your online procedures will require a security token acceptable to us.

☐ **Challenge Questions.** ☐ Accepted ☐ Refused A pool of identification and/or challenge questions will be established separately to further ensure authorized access.

☐ **Procedure:** . ☐ Accepted ☐ Refused

☐ **Procedure:** . ☐ Accepted ☐ Refused

**Your Additional Security Procedures.** You proposed, and we accept, the following security procedure(s):

**Deployment of Multiple Security Procedures.** If more than one security procedure applies, those procedures will be deployed as follows:

- ☐ All procedures will be followed without exception.
- ☐ Some procedures will be used in an alternating manner, as follows:

### ***Information Retention***

In addition to the retention requirements of the ACH Rules, you will retain detailed records of your initiations for  
10 days after delivering them to us and will provide us with copies on request.

### ***Transmittal Deadline***

We will transmit entries for which we are not the RDFI to an ACH Operator:

- ☐ by its cut-off time at least ☐ one ☐ two Business Day(s) before the effective entry dates, if the ACH Operator is open for business, and if not, on the next available day.
- ☐ by the following cut-off time(s):

### ***For IAT Entries***

For IAT entries, the allocation of gains, losses, and assumption of risk for foreign exchange conversion will be determined by the following terms and conditions:

For IAT entries, our rights and responsibilities in the event of an error or duplicate entries will be as follows:

### ***Fees***

- ☐ Our fee schedule has been provided separately.

N/A

## Availability of Funds for Debit Entries

- ☐ Funds for properly-initiated debit entries that are completed will generally be made available to you:
- ☒ on the settlement date for the entry.
- ☐ no later than \_\_\_\_\_ on the \_\_\_\_\_ banking day following the settlement date of the entry.

## Other Provisions

## Execution

You and we agree to be bound by this Agreement, including the Terms and Conditions. You acknowledge receipt of a copy.

- ☐ You also authorize us to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals.

\_\_\_\_\_  
Date

Signed \_\_\_\_\_  
for Originating Depository Financial Institution

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Terms and Conditions

**Definitions.** *You* and *your* refer to the Originator(s). *We*, *us*, and *our* refer to the Originating Depository Financial Institution (ODFI). *Account* refers to your account with us identified on page 1, which will receive debits and/or credits pursuant to this Agreement. *ACH* refers to Automated Clearing House. *ACH Rules* refers to the Operating Rules of the National Automated Clearing House Association as amended from time to time and any superseding operating rules of local ACH Association(s). Except as otherwise provided, terms in this Agreement have the meanings provided in the ACH Rules. References to Sections and Subsections of the ACH Rules include any pertinent superseding local rules and any provisions dealing with the same subject matter in any subsequently amended ACH Rules, even if they are entitled differently or have different numbers or other designations. *Initiate* includes reinstate. *Uncompleted*

*entry* means an entry you initiate and we process, but which is returned, reversed, or otherwise not completed. A ☒ means that the provision immediately following is part of this Agreement only if selected.

**ACH Origination.** You authorize us to transmit, and to debit or credit the amounts of, entries to the accounts of Receivers through the ACH system. This authorization extends only to the types of entries selected in the Types of Entries That Can Be Initiated section. When initiating an entry, you will comply with the How Entries Will Be Processed requirements, Security Procedures, and Authorizing Signature Requirements selected in this Agreement. You agree to be bound by the ACH Rules, including all the Originator obligations under the ACH Rules. You also agree to satisfy and be solely responsible as between you and us for:

(A) all the requirements of the ACH Rules related to the Authorization and Notice of Entries found in Section 2.3, all of the requirements related to Authorization by Notification for Specific Types of Entries found in Section 2.5, and the RDFI Notice to Receiver requirements in Section 3.1; and

(B) all the requirements necessary for us not to be in breach of the ODFI warranties specified in the ACH Rules, except for those in the Subsections entitled The ODFI has Verified the Identity of Originator or TPS that Uses Unsecured Electronic Network, ODFI Warranties for Entries through its Sending Points, Audits of Rules Compliance and Subsections 2.5.2.5(b), 2.5.2.5(c), and 2.5.17.4(c). which are our sole responsibility, except that you will not be responsible for any failure solely on our part to comply with U.S. law, including our obligations under programs administered by OFAC and FinCEN, and except that you will not be responsible for inaccurate transmission by us of information you accurately provided.

**Data Security.** You agree to receive, store, and transmit data relating to this service in a secure manner using up-to-date, commercially-reasonable measures to protect against breaches. You agree to satisfy any requests we make regarding compliance with the ACH Rule entitled Secure Transmission of ACH Information Via Unsecured Electronic Networks, requiring all banking information to be encrypted or transmitted in secure sessions subject to changing commercial technology standards. You agree to cooperate in a timely fashion with our requests and procedures relating to actual or potential security breaches.

**Legal Violations, Breach of Rules or Agreement.** You acknowledge that entries cannot be initiated that violate U.S. laws, including, but not limited to, programs administered by OFAC and FinCEN, or other laws, including the laws and payment system rules of the receiving countries, and you agree to indemnify and hold us harmless with respect to any entries you initiate that violate such laws. If you breach this Agreement, including any breach of the ACH Rules, we may terminate or suspend this agreement, or take any other action necessary for us to remain in compliance with the rules and the law. In addition to our other remedies, you will indemnify and hold us harmless with respect to any fines or liabilities we may incur as a result of your breach.

**Debits and Credits to Account.** We will debit the Account:

(A) for all credit entries initiated and processed,

(B) for all uncompleted debit entries,

(C) for all adjustments to debit entries initiated and processed, and

(D) for all fees and related taxes and other amounts due.

We will credit the Account:

(A) for all debit entries initiated and processed,

(B) for all uncompleted credit entries, and

(C) for all adjustments to credit entries initiated and processed.

For debit entry credits, we may delay availability by reasonable notice to you after the delay is imposed. If the settlement date should fall on a day that either we or the RDFI are not processing ACH transactions, availability may be delayed accordingly. The fact that we have made funds available to you does not preclude our right to debit the account later if an entry is subsequently returned, disputed, or determined to be unauthorized, improper or incorrect.

**Account Balance.** We will not be required to process initiations unless there are sufficient available funds. If there is ever a negative balance in the Account, you will be indebted to us for the amount of the negative balance and will immediately deposit funds sufficient to eliminate the negative balance, and we will be entitled (without prior notice and unless prohibited by law) to apply such indebtedness against the funds in any other accounts you have with us and to collect on such indebtedness by any lawful means.

**Process Obligation.** We will process entries received in accordance with this Agreement:

(A) as to entries for which we are the RDFI as well as the ODFI (on-us entries) and not involving an ACH Operator, by debiting or crediting the Receivers' accounts on the effective entry dates, and

(B) as to other entries, by transmitting them to an ACH Operator in accordance with the ACH Rules no later than the Transmittal Deadline, using or not using Third-Party Service Providers as we deem appropriate. (Upon your request, we will provide you the conditions under which Third-Party Service Providers will be used.)

We are required to process entries only if they are received by us in accordance with this Agreement, and we can reject any that are not so received. We will give you notice of such rejection no later than the Business Day we would otherwise have transmitted them to an ACH Operator, or in the case of on-us entries which we do not

involve an ACH Operator, no later than the effective entry dates. We are entitled to reject on-us entries for any of the reasons RDFIs can return them. We may also, at our discretion, delay the processing of any entries that we reasonably believe to be unauthorized or fraudulent, until we have contacted you and confirmed their validity. We will have no liability for interest or otherwise for rejecting entries in accordance with this paragraph.

**Acknowledgment Entries.** If we have specifically agreed to support requests for Acknowledgment entries, you understand it is your sole responsibility to enter into agreements with the Receiver and arrange with the Receiver's RDFI as necessary to ensure that requests for acknowledgment will be honored. If you receive an Acknowledgment entry that is erroneous or incorrect, you may request that we send a refusal entry as permitted by ACH Rules. We have no obligation to monitor for any failure by the RDFI to send a requested Acknowledgment entry.

**Returns and Notifications of Change.** We will process and forward Returns or Notifications of Change promptly. You agree that you will use any Returns and Notifications of Change as a basis for review and ongoing improvement to authorization and enrollment procedures to prevent against future Returns and Notifications of Change. For any Notifications of Change or Returns you receive, you will maintain procedures to promptly investigate and make any corrections in accordance with the timing requirements of the ACH Rules. Any ACH system codes in the Notification of Change are defined in the ACH Rules. The ACH Rules and we will establish, from time to time, various threshold levels for returns, rejections, or errors that, if exceeded, will constitute breach of this Agreement. For example, except as otherwise established by us or the ACH Rules, returns bearing an unauthorized reason code for any type of entry may not exceed one-half percent (0.5%) of the total number of entries initiated.

**Security Procedures.** Security procedures are offered for your and our protection, and you agree to implement and follow the security procedures provided. You must safeguard your security procedures and not let anyone other than authorized persons have access to your security procedures. You will notify us immediately of any suspected unauthorized access. If you refuse or fail to follow a security procedure that we have offered and you later suffer a loss due to unauthorized or fraudulent transactions that could have been prevented had you accepted and implemented a security procedure we offered, you agree that you will be solely liable for the loss. You affirm that there are no circumstances relevant

to the determination of a commercially reasonable security procedure except as described in this Agreement. You agree that the security procedures you have selected are reasonable for your particular circumstances.

**Authorizing Signatures.** Any Authorizing Signature requirement will be satisfied, even if the signature is not genuine, if we compare it to a genuine Authorizing Signature and reasonably believe it is genuine.

**Unauthorized Initiations.** You are solely responsible for avoiding unauthorized initiations. Unless otherwise required by law or provided by the ACH Rules, you will be bound by all initiations purporting to be yours, even if they are not authorized by you, if we receive and process them in accordance with this Agreement.

**Inconsistent Names and Numbers.** Any inconsistencies in your initiations between Receivers' names and identifying numbers, or between RDFIs' names and identifying numbers, will be resolved in favor of the numbers, and you will be bound thereby.

**Article 4A Notice.** You acknowledge you have received the following notice regarding each credit entry subject to Article 4A of the Uniform Commercial Code of the state or jurisdiction whose laws govern this Agreement:

- (A) The entry may be transmitted through the ACH;
- (B) The rights and obligations of the Originator concerning the entry shall be governed by the laws of the state or jurisdiction whose laws govern this Agreement;
- (C) Credit given by the RDFI to the Receiver as provided in ACH Rules Subsection 3.3.1 (Availability of Credit Entries to Receivers) is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Section 4A-403(a) of Article 4A; and
- (D) If the RDFI does not receive such payment, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver.

**Reversing Files and Entries.** If you initiate, or ask us to initiate, a reversing and/or correcting file or a reversing entry, we will not be required to proceed with it unless:

- (A) you deliver your request and the required information to us at least 24 hours (not including any period that is not a Banking Day for us) before the deadline for our transmitting the same to the Originating ACH Operator under the ACH Rules, and



(B) you agree to indemnify us to the full extent of the indemnification required of us under the ACH Rules.

**Exposure Limits.** We are required to establish, monitor, and enforce exposure limits and update them from time to time. The exposure limits are based on risk factors specific to your account and will be effective immediately upon their establishment or change. We will communicate these exposure limits to you, and we will notify you promptly after they are established or changed.

**Information.** You will promptly provide us with any information, explanations, and copies we request which are necessary for us to comply with the ACH Rules or which are pertinent in any way to your initiation of entries. We can audit your compliance with this Agreement and the ACH Rules, and you will give us access to your premises and records and provide us with all information we request in connection with such audits.

**Irreconcilable Conflicts.** This Agreement supersedes your account agreement to the extent they cannot be reconciled. You expressly waive any account agreement provision relating to signatures for withdrawal.

**Limitation on Responsibility.** We will not be responsible for failure to act or delayed action under this Agreement if the failure or delay is the result of legal constraint, interruption of transmission or communication facilities, equipment failure, third party delays, war emergency conditions, or other circumstances beyond our control.

**Limitation on Damages.** Unless otherwise required by law, we will not under any circumstances be liable to you for interest; attorneys' fees; litigation expenses; or consequential, special, incidental, indirect, or punitive damages.

**Fees.** You will pay us the designated fees, even if we reject entries as provided. We can change the fees you are required to pay or the amounts by giving you 30 days written notice. In addition, you will pay us the amount of any taxes due on such fees (not including any income taxes we owe).

**Changes in Contact Information, Codes, Telephone Confirmers, and Authorizing Signatures.** You can change Codes, Telephone Confirmers, and Authorizing Signatures by written notice actually received by us. You or we can change Contact Information by written notice actually received by the other party.

**Notices.** Except as otherwise provided, all notices will be in writing addressed to the party's address stated herein, unless such address has been changed by 30 days written notice actually received. We may change the

terms of this Agreement -- including, for example, setting new or changing existing transaction limitations or other security limitations -- by reasonable advance written notice to you at the address herein, and your continued use of the service thereafter will constitute agreement to the amended terms. Notices, other than changes in Codes, Telephone Confirmers, Authorizing Signatures, and addresses, will be effective on mailing, postage prepaid and properly addressed, whether or not received, provided the mailing is documented.

**Duration and Termination.** This Agreement will continue until it is terminated. If you breach the terms of this Agreement or the ACH Rules, we can terminate or suspend this Agreement immediately by giving you written notice. Either party can terminate this Agreement without fault by giving 30 days written notice to the other.

**Waiver.** We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

**Assignment.** You are not entitled to assign this Agreement or your rights and obligations without our consent.

**Benefit.** This Agreement is for your benefit and our benefit only, and no other entities have rights hereunder.

**Invalidity.** The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement, which will continue to be in effect.

**Headings.** Headings are for reference purposes only and are not a part of this Agreement.

**Governing Law.** This Agreement will be governed by the laws of the state or jurisdiction provided in our address.

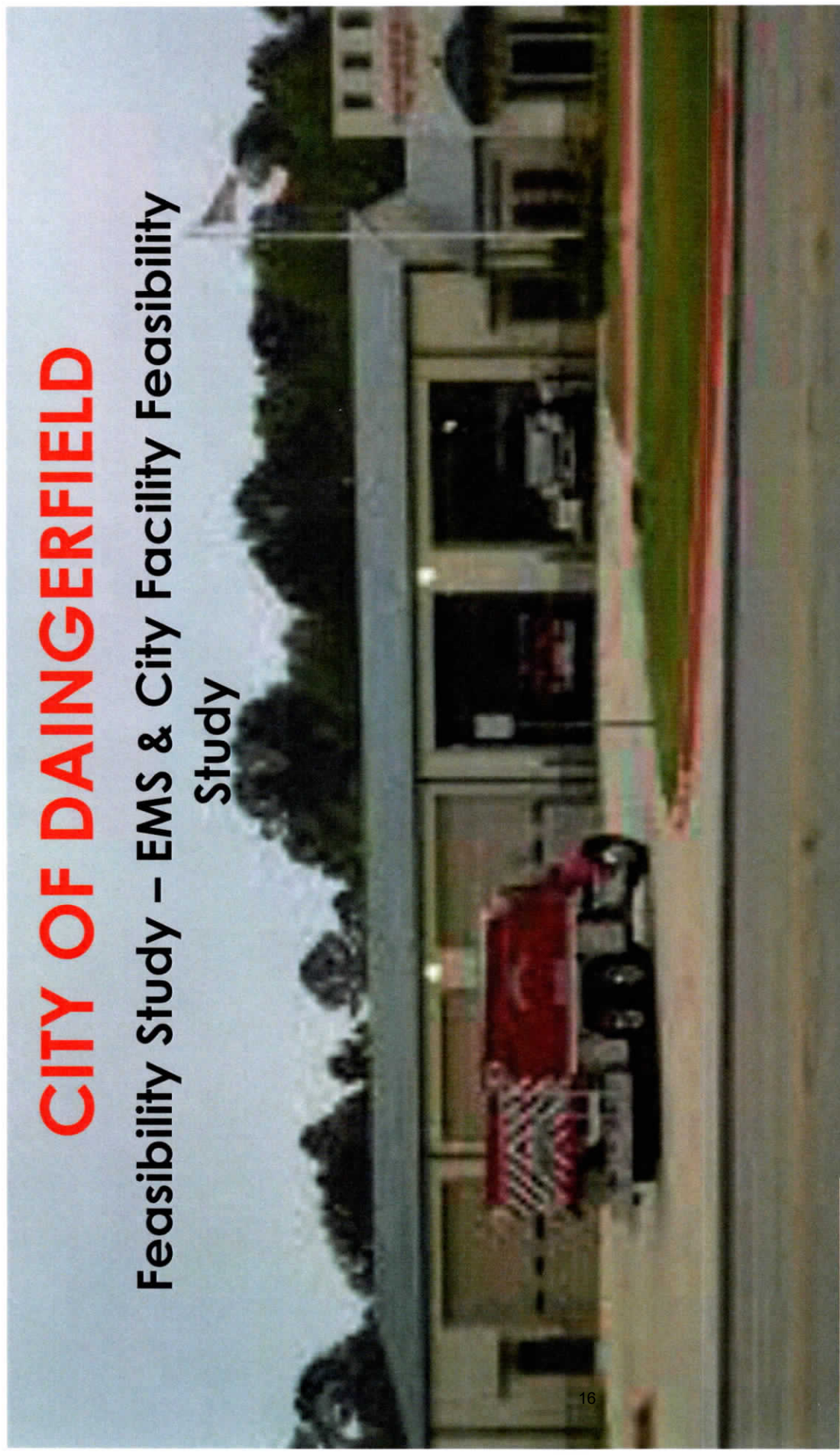
**Time Periods and Deadlines Extended.**

Notwithstanding anything in this Agreement to the contrary, all deadlines and time periods are automatically extended to the extent necessary for compliance with U.S. laws, including programs administered by OFAC and FinCEN, or other laws, including, but not limited to, the laws and payment system rules of the receiving countries. This may result in delays in processing, settlement, and/or availability if, for example, we determine that enhanced scrutiny or verification is necessary.

**Unlawful Internet Gambling Notice.** Restricted transactions as defined by Federal Reserve Regulation GG are prohibited from being processed through this account or relationship.

# CITY OF DAINGERFIELD

## Feasibility Study – EMS & City Facility Feasibility Study



Presented by: Burditt Consultants  
January 18, 2023

CITY OF DAINGERFIELD | EMS FACILITY FEASIBILITY STUDY



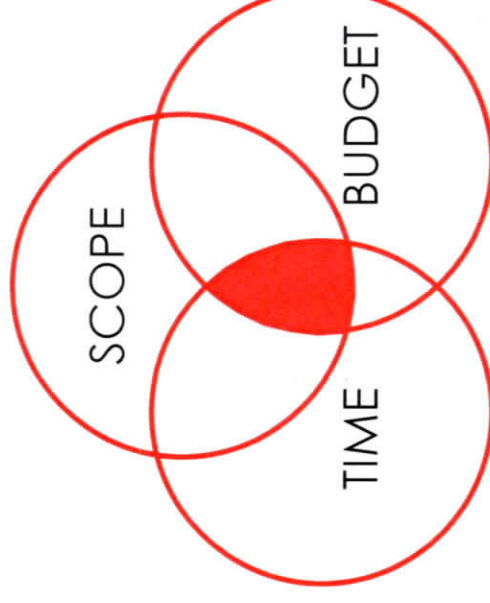
## FIRM INTRODUCTION

**Burditt Consultants, LLC** is a multidisciplinary firm assisting various public entities in planning, architecture, landscape architecture, and natural resources.

### **Our focus is our client and their needs.**

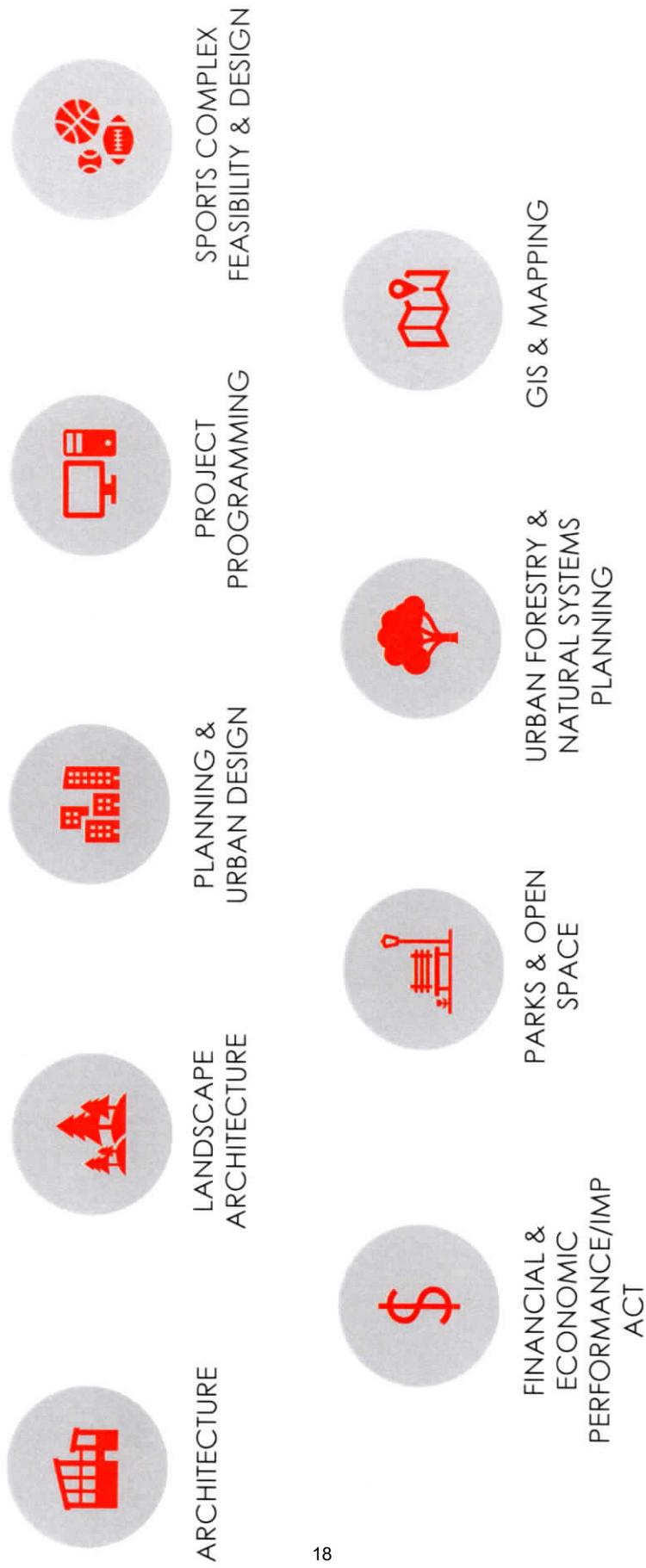
We work diligently for our clients by:

- Providing experienced staff and consultants
- Listening intently
- Identifying opportunities and challenges
- Collaborating to discover effective solutions
- Aligning project budget with design needs





# FIRM PROFILE



# PROJECT TEAM EXPERIENCE

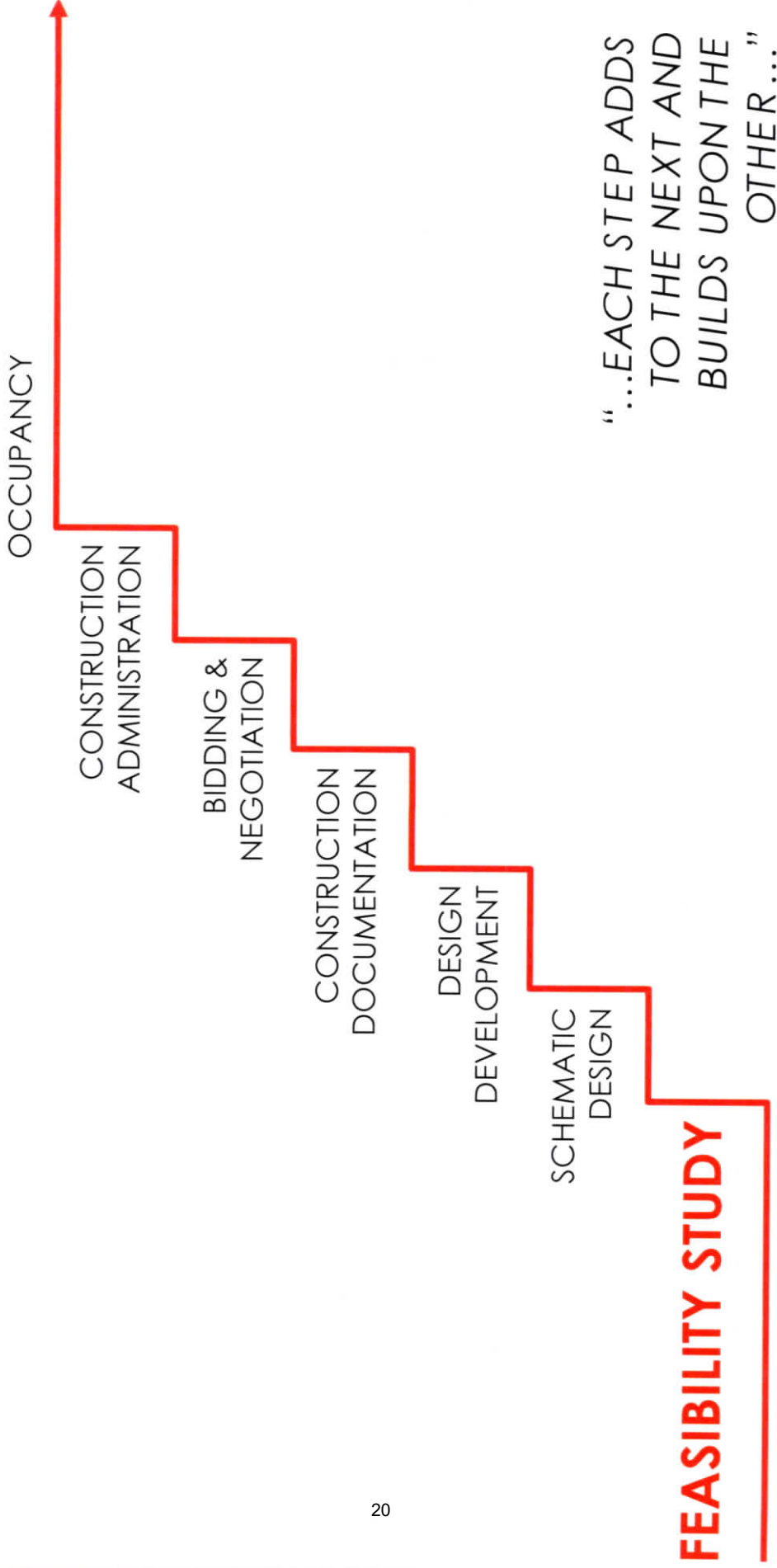
Public Safety Building   Hearne, TX	Harris County Riverside Hospital Feasibility Study	Fire Station #3   New Braunfels, Texas
Harris County ESD#20 Fire Station 44   Houston, TX	Houston, Texas	Montgomery County ESD4, Fire Station #61
Montgomery Co. ESD #9 Fire Station 81   Caney Creek, TX	City of Bellaire Fire Station   Bellaire, TX	Conroe, TX
Fire Station No. 1 & EMS   Clute, TX	Fire Station No. 9 Renovation   Houston, TX	COSA - Fire Station   San Antonio, TX
Fire Station No. 7 Study   College Station, TX	Fire Station No. 41 Renovation   Houston, TX	City of Austin Davenport Ranch Fire/EMS Station
Simonton Fire Station No. 1   Fulshear, TX	Fire Station No. 60 Renovation   Houston, TX	Austin, TX
Fire Station No. 6   Georgetown, TX	Fire Station No. 62 Renovation   Houston, TX	City of Austin Del Valle Fire Station   Del Valle, TX
Fire Station No. 7   Georgetown, TX	Fire EMS Station No. 84 LEED Project   Houston, TX	City of Austin Travis County Fire/EMS Station
Fire Station No. 3 & Training Facility   Klein, TX	Fire Station No. 94   Montgomery Co., TX	Austin, TX
Fire Station No. 8   Klein, TX	New Police & Fire Department Administration Building   South Side Place, TX	City of Pleasanton Fire Station   Pleasanton, TX
Fire Station, Administration Maintenance, Training Master Plan   Klein, TX	New Fire/EMS Station No. 1   Clute, TX	City of San Antonio Fire Station #24 Replacement   San Antonio, TX
Fire Station No. 1   Pearland, TX	Fire Station No. 3   Pearland, TX	Harris County ESD 9 Cypress Fairbank VFD Fire Station #1   Houston, TX
Fire Station No. 2   Pearland, TX	Central Fire Station No. 1   Richmond, TX	Kingsley Field Aircraft Rescue and Fire Fighting Facility   Klamath Falls, OR
Fire Station No. 3   Pearland, TX	HPD Houston Police Training Academy Indoor Pistol Range Renovations   Houston, Texas	Reeves County Fire Station 1   Pecos, TX
Fire Station No. 2   Richmond, TX	911 Emergency Center Department of Homeland Security Space Renovations   Houston, TX	Reeves County Fire Station 2   Pecos, TX
Fire Station No. 3   Schertz, TX	Shiner Fire Station   Shiner, TX	Reeves County Fire Station 3   Pecos, TX
Fire Station No. 74   Spring, TX	PVFD Fire Station   Palacios, TX	Travis County Fire/EMS Station   Austin, Texas
Fire Station No. 75   Spring, TX	JCHD EMS & HHS Facility   Edna, TX	EMS Renovations at Station 1   Austin, Texas
Fire Station No. 21   Aldine, TX	Helimedix   Houston, TX	EMS Renovations at Station 5   Austin, Texas
Onion Creek Fire Station No. 1   Austin, TX	Fire Station #3   New Braunfels, TX (Bond Planning 2019)	EMS Renovations at Station 7   Austin, Texas
Fire Station #4   Leander, TX	Harris County ESD 1, Fire Stations #94 and #92   Houston, TX	EMS Renovations at Station 10   Austin, Texas
Fire Station #1   Galveston, TX	Fire Station #5   Corpus Christi, TX	EMS Renovations at Station 13   Austin, Texas
Fire Administration Building   Klein, TX	Fire Station #2   San Antonio, TX	Del Valle Fire/EMS Station   Del Valle, Texas
Fire Station #2   New Braunfels, TX	Fire and Emergency Dispatch Facility   Fort Polk,	Davenport Ranch Fire/EMS Station   Austin, Texas
Fire Station #3   New Braunfels, TX		
Fire Station #7   New Braunfels, TX		
City Hall   Los Fresnos, TX		
City Hall Screen Wall   Galveston, TX		
Fort Bend County Emergency Services District No. LA		
4 Fire Station Building Program   Houston, TX	Temporary Fire Station Study   San Antonio, TX	

EXPERIENCE ON OVER  
60 EMERGENCY  
SERVICE FACILITIES



# PROCESS & APPROACH

## 7 Steps to Fire Station Design & Construction



# PROCESS & APPROACH

## STEP 01: Feasibility Study

- A. Problem Seeking & Framing
  - Establish primary Goals, Facts, Concepts, and Needs
- B. Site Planning
  - Identify Opportunities and Challenges
  - Layout configurations and impacts
- C. Space Planning
  - Needs assessment, spaces utilization, square footage
  - Adjacency and massing diagrams
- D. Cost & Schedule
  - Continually evaluate design decisions related to probable costs
  - Recommend possible alternatives, build in allowances as required
  - Establish timeline goals and milestones with Owner
  - Communication + Decision Making = Efficient Schedule

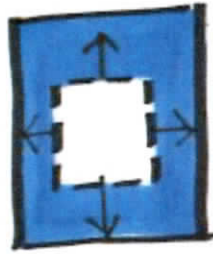
# PROCESS & APPROACH

## STEP 01: Assessment & Programming

### A. Problem Seeking & Framing

- Establish primary Goals, Facts, Concepts, and Needs

#### FACTS



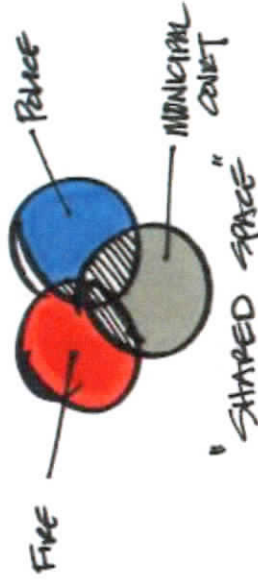
DEPARTMENTS HAVE OUTGROWN CURRENT SPACES

#### GOAL

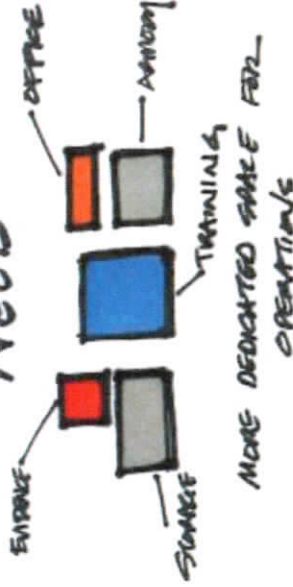


IMPROVED ASPECT IN THE COMMUNITY

#### CONCEPT



#### NEED



# PROCESS & APPROACH

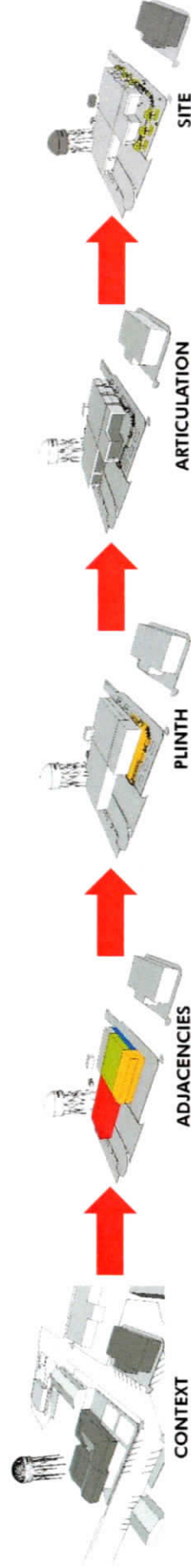
## STEP 01: Assessment & Programming

### B. Site Planning

One of our tools is GIS mapping to analyze:

- Distribution of emergency call sources and types
- Site egress/ingress efficiency and safety
- Traffic patterns
- Site development opportunities and challenges
- Easements
- Drainage
- Utilities

23



# PROCESS & APPROACH

## STEP 01: Assessment & Programming

### B. Site Planning

Our site planning and design is based off the most relevant and contextual fact-based data as possible. We quantify, analyze, and understand needs and trends.



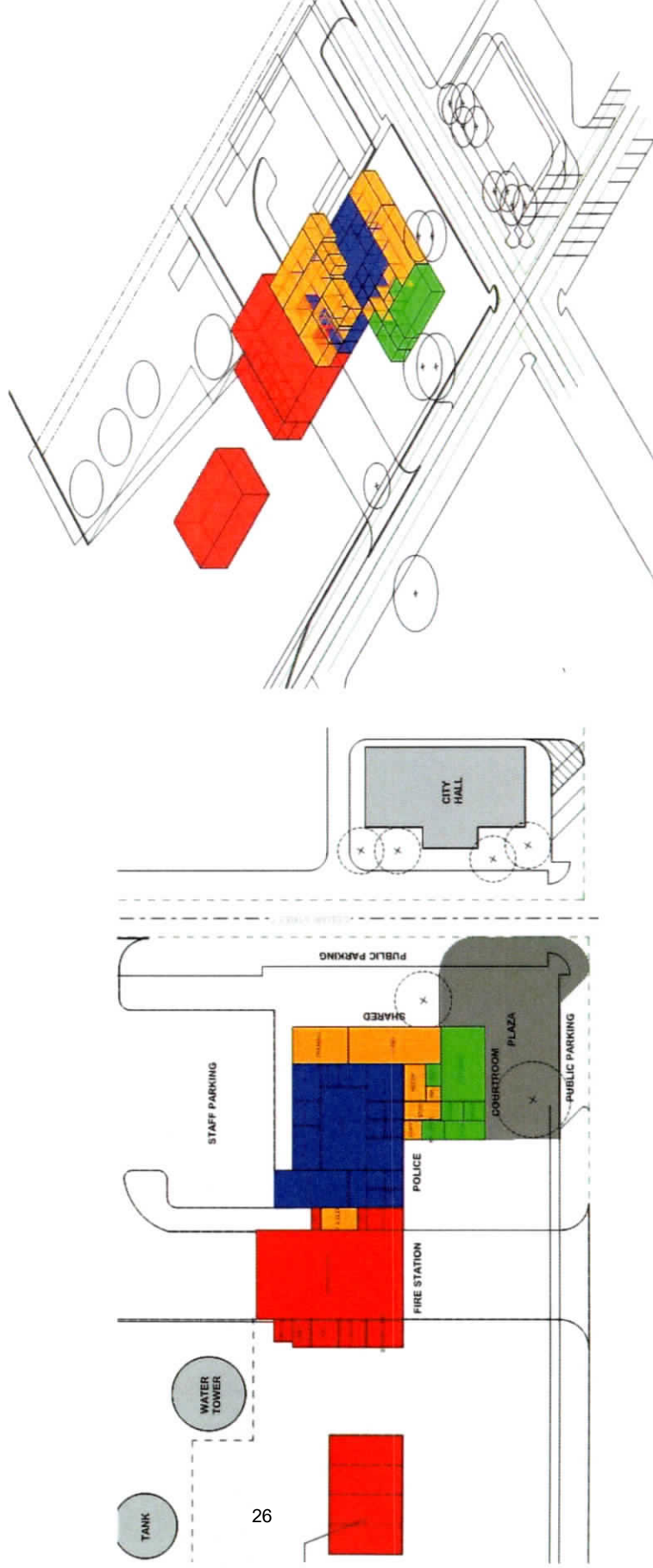


# PROCESS & APPROACH

## STEP 01: Assessment & Programming

### C. Space Planning

- Needs assessment, spaces utilization, square footage
- Adjacency and massing diagrams



# PROCESS & APPROACH

## STEP 01: Assessment & Programming

### D. Cost & Schedule

- Continually evaluate design decisions related to probable costs
  - Recommend possible alternatives, build in allowances as required
- \* Establish SF Cost Range based on Programming and Site Planning

City of Hearme - Public Safety Building Opinion of Probable Costs - Construction Document Phase									
5/28/2019									
BURDITT CONSULTANTS									
Description of Work									
Price distributed below includes material & labor - U.N.O.									
Division 01 - General Requirements									
1.1 Site Mobilization									
1	1	h	\$	10,000.00					
1.2 Traffic Control	1	h	\$	2,500.00					
1.3 SWPPP	1	h	\$	5,000.00					
2. Division 02 - Building Conditions									
2	1	h	\$	7,647.50					
2.1 Selective Site Demolition	1	h	\$	8,050.00					
3. Division 03 - Concrete									
3	1	h	\$	142,038.95					
3.1 Building Foundation & 6 foot Select Fill indicated on S1.2	1	h	\$	54,432.24					
3.2 Driveway & Garage Foundation	1	h	\$	5,700.00					
3.3 Underlaid Vapor Barrier	28.226	sf	\$	5,726.65					
3.4 Concrete Fill on Deck	7.847	sf	\$	3.98					
3.5 Concrete Finishing (Sawed and Polished)	1	h	\$	32,653.95					
4. Division 04 - Masonry									
4	1	h	\$	14,693					
4.1 Clay Brick Masonry	14.693	sf	\$	1,421					
4.2 8" CMU	6.049	sf	\$	6.85					
4.3 8" CMU	8.508	sf	\$	7.67					
4.4 17" CMU	5.368	sf	\$	11.91					
4.4 8" Round Beam	229	sf	\$	6.40					
5. Division 05 - Insulation									
5	1	h	\$	599,492.71					
5.1 Structural Framing and Erection, Slabs, Headers	1	h	\$	599,492.71					
5.2 Cold Formed Metal Framing	1	h	\$	60,000.00					
5.3 Sill Headers	140	sf	\$	34.42					
6. Division 06 - Wood, Plastics, & Composites									
6	1	h	\$	1,946.40					
6.1 Rough Carpentry	1	h	\$	1,946.40					
6.2 Gypsum Sheathing	10,610	sf	\$	1.30					
6.3 Plastic Laminate Wallwork	1	h	\$	97,232.37					
6.4 Finish Carpentry (Lobby Access Wall)	1	h	\$	10,000.00					
7. Division 07 - Thermal and Moisture Protection									
7	1	h	\$	343,298.61					
7.1 Air & Moisture Barriers	1	h	\$	343,298.61					
7.2 Thermal Wall Core Insulation - EPS R5	13,666	sf	\$	0.94					
7.3 Thermal Wall Core Insulation - EPS R7.5	3,344	sf	\$	1.41					
7.4 Thermal Wall Core Insulation - EPS R19	18,466	sf	\$	0.64					
7.5 Thermal Roof Insulation - Polystyrene Board & 2" EPS	2,623	sf	\$	2.00					
7.6 Thermal Roof Insulation - Expanded Polystyrene Board	19,846	sf	\$	0.80					
7.7 Gypsum Cover Board	19,846	sf	\$	1.52					
7.8 Roofing Membrane - Thermoplastic Polyolefin, 60 mil	1,985	sf	\$	1.32					
7.9 Roof Flashing and Curb	750	sf	\$	25.00					
7.10 Roof Scaffolding	1,985	sf	\$	2.00					
7.12 Prequalifying	1	h	\$	50,272.04					
7.13 Joint Sealants	1	h	\$	20,717.44					
Division 08 - Electrical									
26	1	h	\$	153,630.00					
26.1 Electrical System	1	h	\$	153,630.00					
26.2 Meter and Equipment Connections	1	h	\$	15,000.00					
26.3 Distribution and Devices	1	h	\$	249,080.00					
26.4 Building Lighting	1	h	\$	295,000.00					
26.5 Power and Communications and Security Systems	1	h	\$	34,600.00					
26.6 Rough-In for Communications and Security Systems	1	h	\$	19,000.00					
26.7 Lighting Protection and Grounding	1	h	\$	37,899.00					
Division 27 - Communications									
27	1	h	\$	50.00					
27.1 Data Cabling	1	h	\$	50.00					
Division 28 - Electronics Safety and Security									
28	1	h	\$	94,856.00					
28.1 Fire Alarm	1	h	\$	27,789.00					
28.2 Security	1	h	\$	27,789.00					
Division 31 - Earthwork									
31	1	h	\$	6,000.00					
31.1 Rough Grading	1	h	\$	6,000.00					
31.2 Finish Grading and Building Pad	1	h	\$	73,000.00					
Division 32 - Exterior Improvements									
32	1	h	\$	237,080.00					
32.1 Paving and Site Concrete	1	h	\$	237,080.00					
32.2 Site Improvements	1	h	\$	131,335.00					
32.3 Planting	1	h	\$	30,000.00					
32.4 Irrigation	1	h	\$	20,000.00					
Division 33 - Utilities									
33	1	h	\$	11,350.00					
33.1 Site Sewer	1	h	\$	11,350.00					
33.2 Site Water	1	h	\$	17,300.00					
33.3 Site Natural Gas	1	h	\$	6,750.00					
33.4 Site Conduit for Electrical, Lighting, and Communications	1	h	\$	20,000.00					
33.5 Site Lighting	1	h	\$	65,000.00					
Subtotal									
				\$5,938,312.17					
General Conditions of the Contract, Insurance, P&F Bonds, Fees, etc.									
				\$169,112.86					
General Requirements (Administrative and Quality Requirements, Temporary Facilities, Scheduling and Change, etc.)									
				\$169,112.86					
Contractor's O&M									
				\$847,746.62					
Option of Probable Cost Contingency									
				\$324,777.95					
Total (Construction)									
				\$7,198,862.66					
BURDITT CONSULTANTS has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Burditt Consultants cannot and does not guarantee that proposals, bids or actual construction will not vary from opinion of probable costs.									



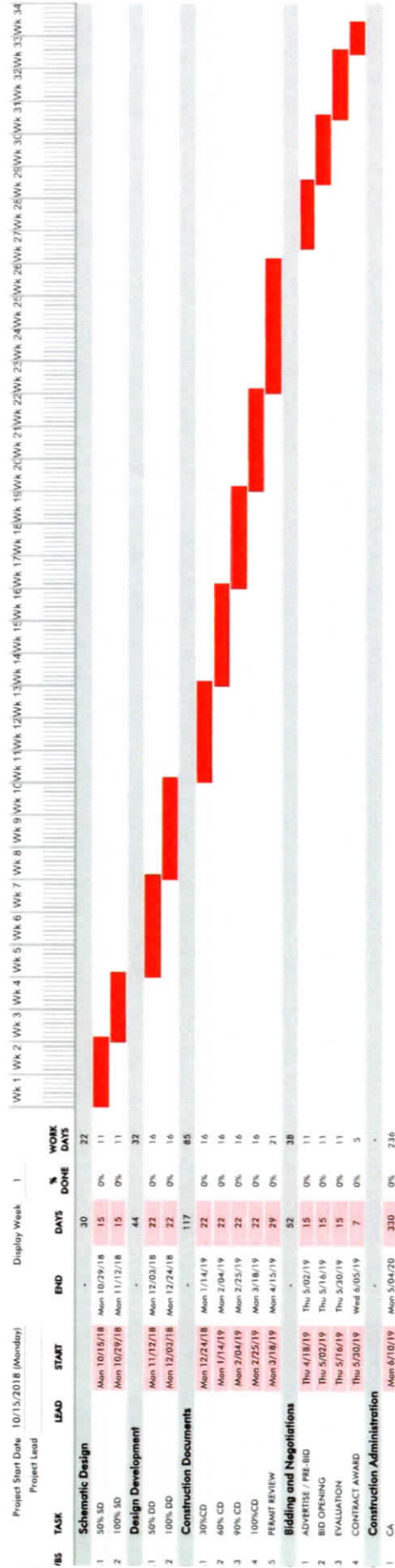
# PROCESS & APPROACH

## STEP 01: Assessment & Programming

### D. Cost & Schedule

- Establish timeline goals and milestones with Owner
- Communication + Decision Making = Efficient Schedule

tearome Public Safety Building  
urditt Consultants



## SIMILAR EXPERIENCE

Hearne Public Safety Building  
Hearne, TX | 27,000 SF | \$7.5 M



Design Award 2021

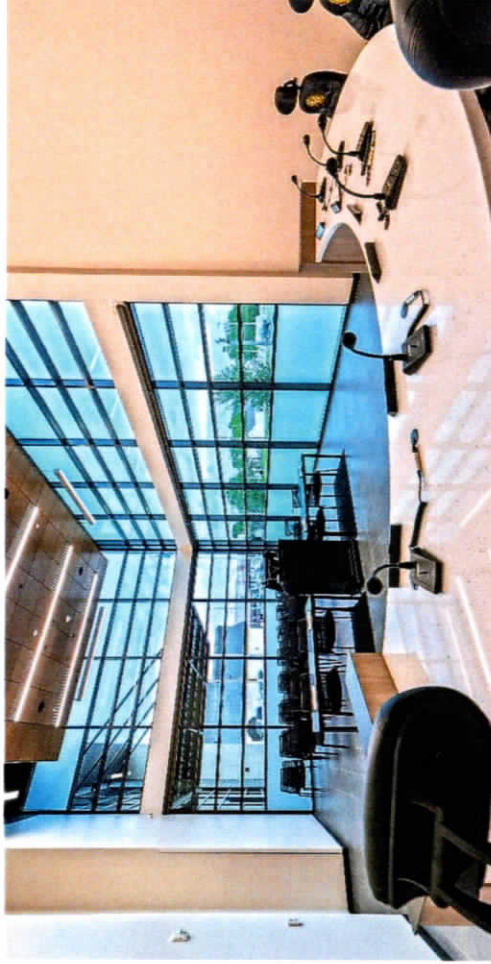
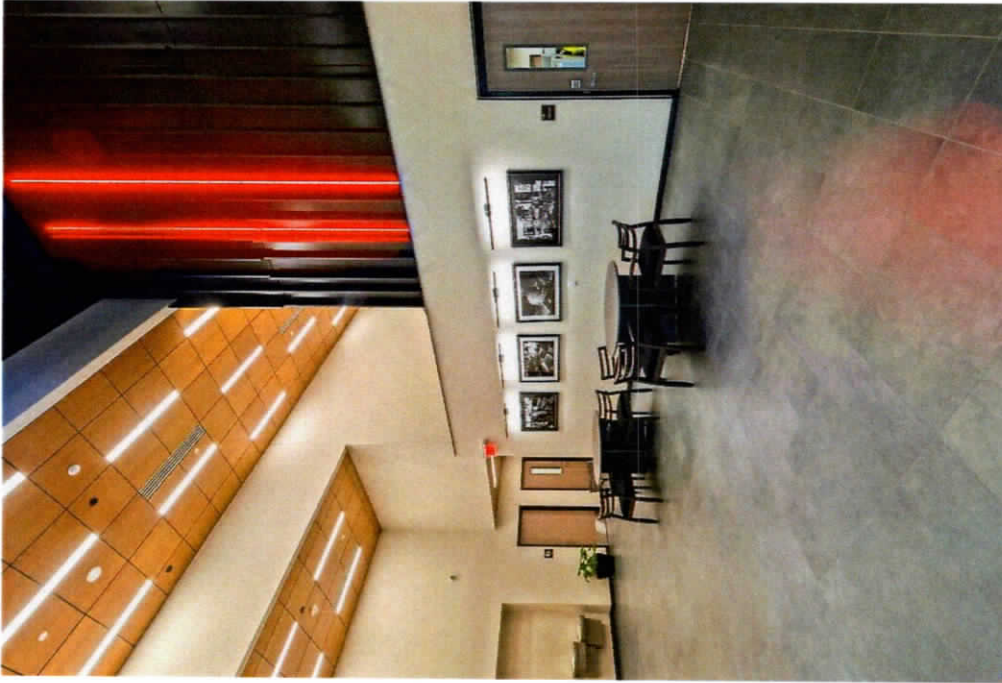
CITY OF DANGERFIELD | EMS FACILITY FEASIBILITY STUDY





# SIMILAR EXPERIENCE

Hearne Public Safety Building  
Hearne, TX | 27,000 SF | \$7.5 M





## SIMILAR EXPERIENCE

Fire Station #44 - HCESD 20  
Houston, TX | 24,000 SF | \$7.3 M



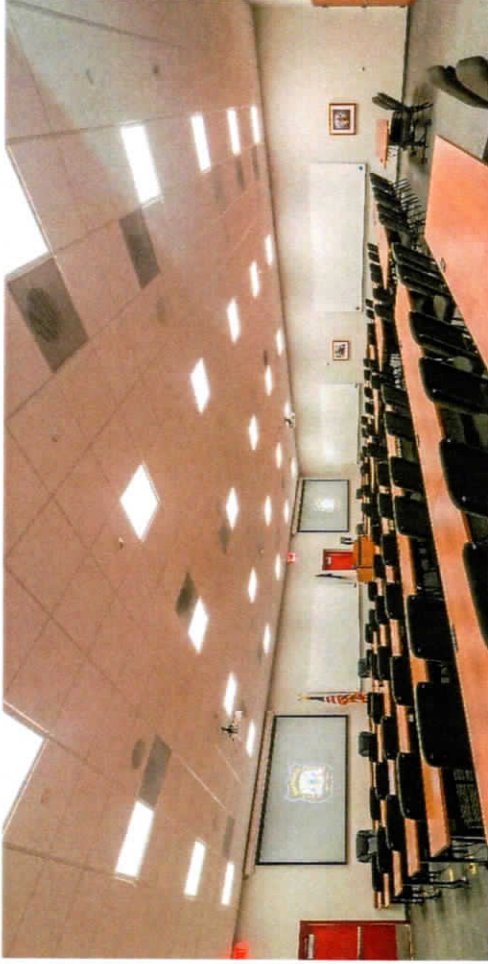
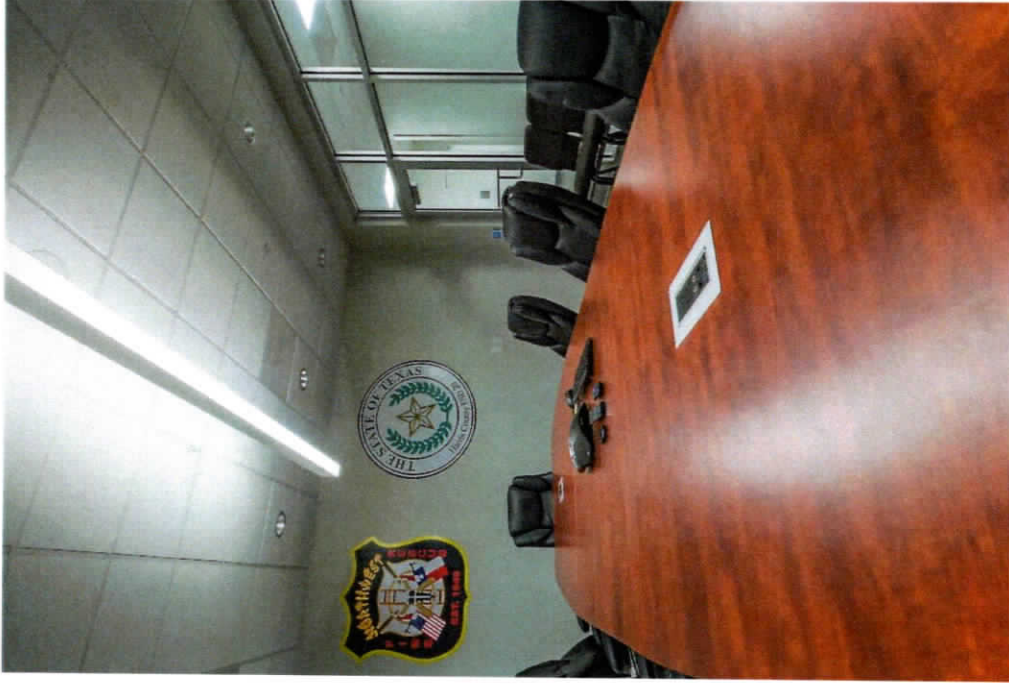
CITY OF DANGERFIELD | EMS FACILITY FEASIBILITY STUDY

 BURDITT



# SIMILAR EXPERIENCE

Harris County ESD 20 | Fire Station #44  
Houston, TX | 24,000 SF | \$7.3 M





## SIMILAR EXPERIENCE

Galveston Fire Station No. 1

Galveston, TX | 27,720 SF | \$10 M

Project of Jackson Wells while employed by BRW Architects, Inc.





# SIMILAR EXPERIENCE

Klein Fire Station No. 3

Klein, TX | 11,000 SF Fire Station, 3,500 SF Training Facility | \$3.6 M

Project of Nathan Brandt while employed at BRW Architects, Inc.



CITY OF DANGERFIELD | EMS FACILITY FEASIBILITY STUDY

 BURDITT



# SIMILAR EXPERIENCE

Spring Fire Station #75  
Spring, TX | 17,800 SF | \$7.5 M  
Project of Nathan Brandt while employed by BRW Architects, Inc.



CITY OF DANGERFIELD | EMS FACILITY FEASIBILITY STUDY





# SIMILAR EXPERIENCE

Leander Fire Station No. 4

Leander, TX | 8,800 SF | \$3.9 M

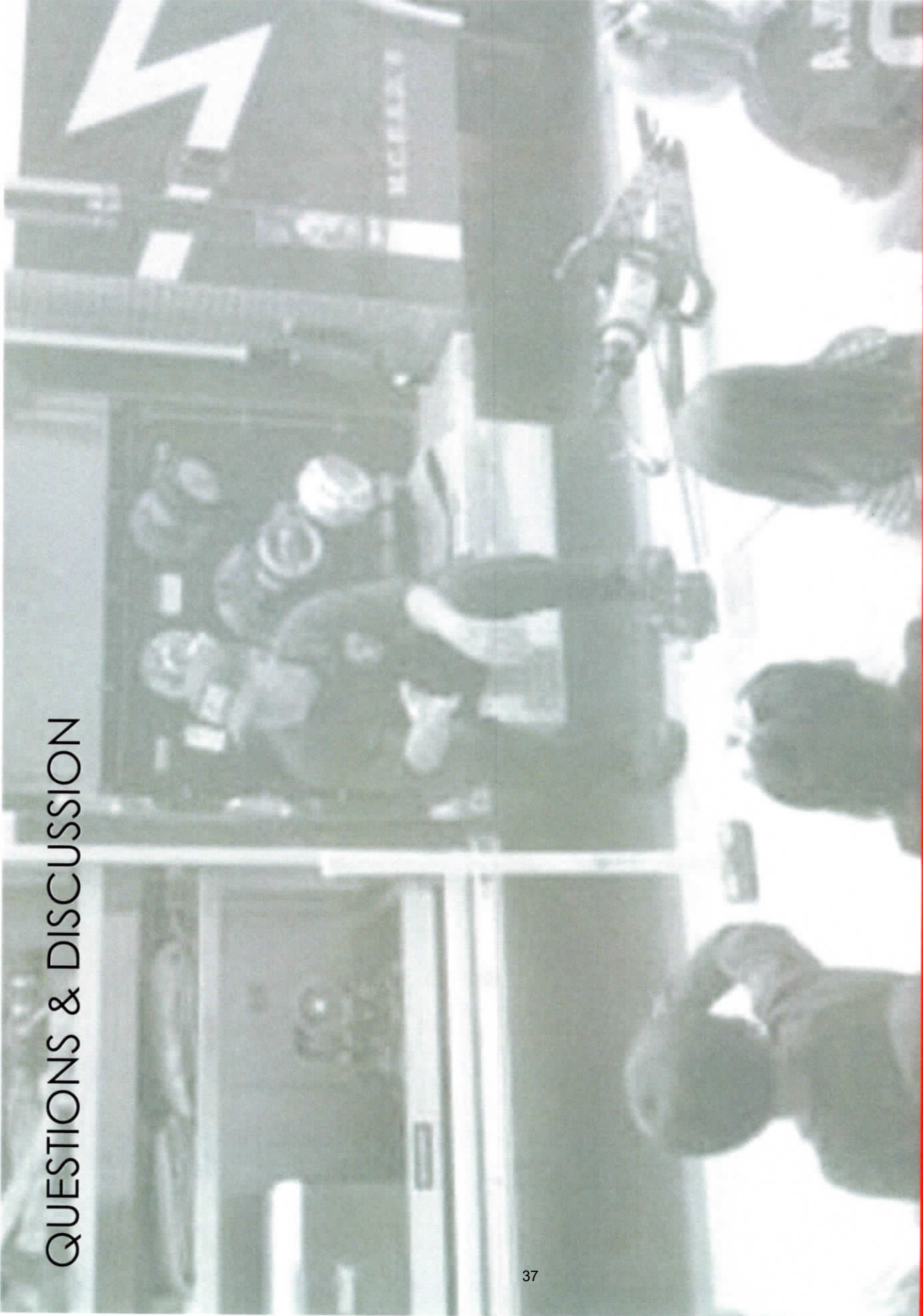
Project of Jackson Wells while employed by BRW Architects, Inc.



CITY OF DAINGERFIELD | EMS FACILITY FEASIBILITY STUDY



# QUESTIONS & DISCUSSION







an STV Company

## City of Daingerfield

### **Professional Architectural and Engineering (A&E) Design and Management Services for the Emergency Medical Services (EMS) Facility**

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February 2023

#### **Primary Point of Contact:**

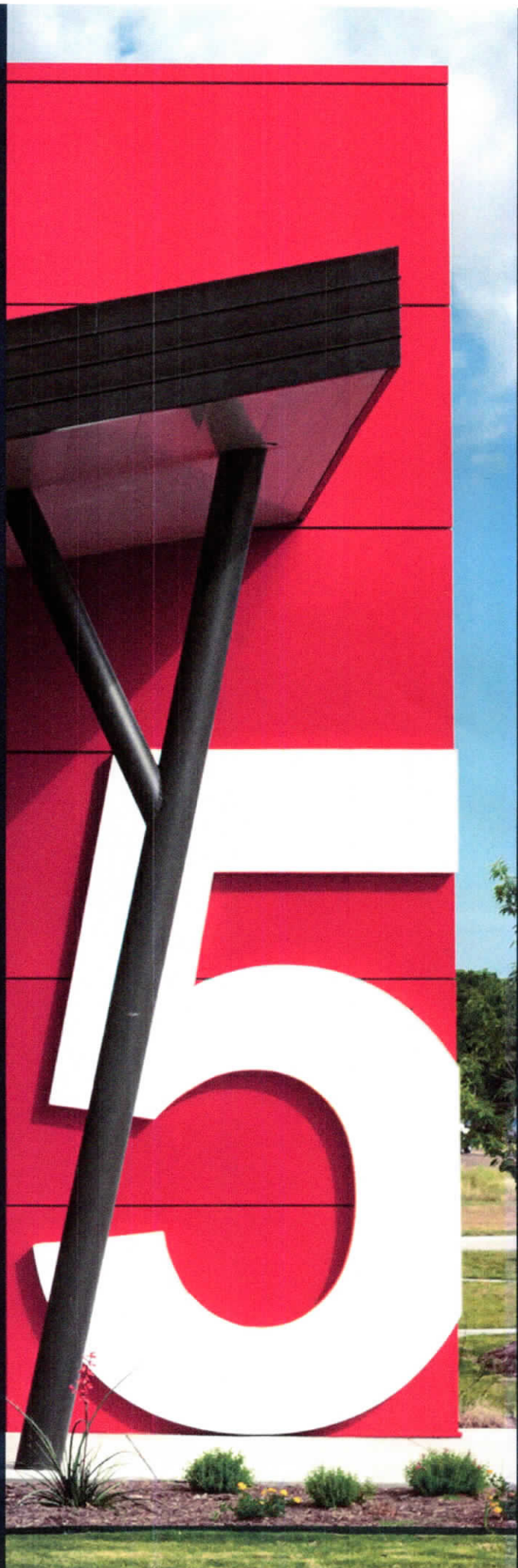
Darrell W. Vickers, AIA, NCARB, LEED-AP BD+C  
Associate Vice President

American Bank Building  
200 W Hwy 6, Suite 620  
Waco, TX 76712

P: 254.399.7168

C: 254.548.3464

[dvickers@cpyi.com](mailto:dvickers@cpyi.com)







## Table of Contents

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Experience with Similar Projects .....	2
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## Transmittal Letter

February 2023

City of Daingerfield  
Daingerfield City Offices  
101 Linda Dr.  
Daingerfield, Texas 75638

**Re: Professional Architectural and Engineering (A&E) Design and Management Services for the Emergency Medical Services (EMS) Facility**

Dear City of Daingerfield Selection Committee Members:

CP&Y, Inc., an STV Company (CP&Y) is excited to offer to the City of Daingerfield our architectural and engineering services for the design and management of its new Emergency Medical Services (EMS) Facility. Our team has provided facilities design for several fire stations, which require similar oxygen storage and vehicle bays as will the City's EMS building. We also have relevant experience working with a variety of clients, including municipal and private, so we will be able to coordinate on behalf of the City should the need arise.

In summary, CP&Y offers the following benefits to the City of Daingerfield:

- ✓ **History Serving Municipal Clients:** Our architecture group has completed numerous projects for similar municipalities across Texas. We have provided architectural services for at least 18 similar municipalities in the last 5 years. CP&Y understands that municipal facilities are a reflection of the City and a representation of the administration's values and desires. We know that the City is focused on serving its residents, which is why CP&Y will focus on serving you.
- ✓ **Relevant Experience:** We are experienced and realize the need for multi-disciplinary coordination with the consultant team and city staff on municipal projects like this EMS Facility. Our team of architects and engineers designed four fire stations for the City of Waco, which set the standard for the City's first responder facilities. In fact, Fire Station 5 received the 2020 Outstanding Construction Award for the Design-Build Category from the Texas AGC. CP&Y was also recently selected to renovate the second floor of the Killeen Arts Center building for use as an Emergency Operations Center. CP&Y's architecture group is excited for the opportunity to continue this legacy of quality design for the City.
- ✓ **Commitment to Quality & Service:** CP&Y is prepared and staffed with nearly 400 employee-owners to respond quickly and efficiently to resolve issues as they arise and keep the City's staff and program managers informed of both design and construction progress. Our team is also backed by 40 additional architects at our parent firm, STV. We believe that good design should be responsive to the needs of the client and support the mission, goals and objectives the client has identified. We incorporate this philosophy into every design.

Based on our experience with similar projects for both municipal and private clients, we believe we can deliver solutions that are efficient and effective. Thank you for your consideration of our team's experience and services. If there are any questions related to this Statement of Qualifications, please contact me at 254.399.7168 or [dvickers@cpyi.com](mailto:dvickers@cpyi.com).

Sincerely,



Darrell W. Vickers, AIA, LEED-AP  
Associate Vice President

200 West Highway 6, Suite 620  
Waco, Texas 76712

(p) 254.772.9272 · (f) 254.776.2924  
[www.cpyi.com](http://www.cpyi.com)





## Previous Relevant and Successful Experience

### Firm Qualifications Overview

CP&Y, Inc., an STV Company (CP&Y) is an innovative and progressive full-service architecture and engineering firm. With a staff of nearly 400 professionals in 15 offices across five states, CP&Y receives industry recognition by providing a full range of services that always consider cost-effective solutions without sacrificing quality.

Since 1980, we have delivered advanced solutions for a multitude of architecture and civil engineering projects. We have successfully completed over 40 Waco architectural projects including Fire Stations 2, 5, 7 and 11. Additionally, CP&Y provided schematic design services for a proposed emergency operations center for the City of Killeen. Each of these architectural projects was supported by our in-house staff of civil engineers and land surveyors.

CP&Y is a wholly owned subsidiary of STV, a leader in engineering, architectural, planning, environmental, program management and construction management services for transportation systems, infrastructure, buildings, energy, water and other facilities. Our parent firm is ranked 35th in Engineering News-Record's Top 500 Design Firms survey. STV has more than 40 offices in the United States and Canada.

### Architectural Services

CP&Y provides planning, design and construction management services for a variety of public and private sector clients. Our creative and disciplined team moves efficiently through the design and construction process.

- Visualization
- Renderings
- Animation
- Master Planning
- Programming
- Feasibility Studies
- Code Compliance Surveys
- Building Survey & Analysis
- Full Design Services
- Green/LEED Design
- Adaptive Reuse, Renovations & Additions
- Life Safety, Fire, Building Code Analysis
- Interior Design & Space Planning
- ADA Compliance Reviews
- Site Assessment Architecture

### Municipal/County Focus

Our team has worked with several municipal clients large and small to provide master plan, design and construction administration services for projects including fire stations, public safety offices, police stations water/wastewater plant structures, parks/monuments, community/fitness centers, municipal courts and libraries. We know our municipal clients are accountable to taxpayers, so we understand budget constraints and work with our clients to keep them apprised of market fluctuations as we become aware of them. We believe good design does not need to be expensive and our talented team looks forward to working with you to meet your project needs.

### Size of Firm:

CP&Y offers nearly 400 staff and is backed by our parent firm, STV, who brings another 2,000 staff resources to support our team as needed, including 200 architectural staff.

### Location of Office:

Our primary office for this project will be our Waco office:

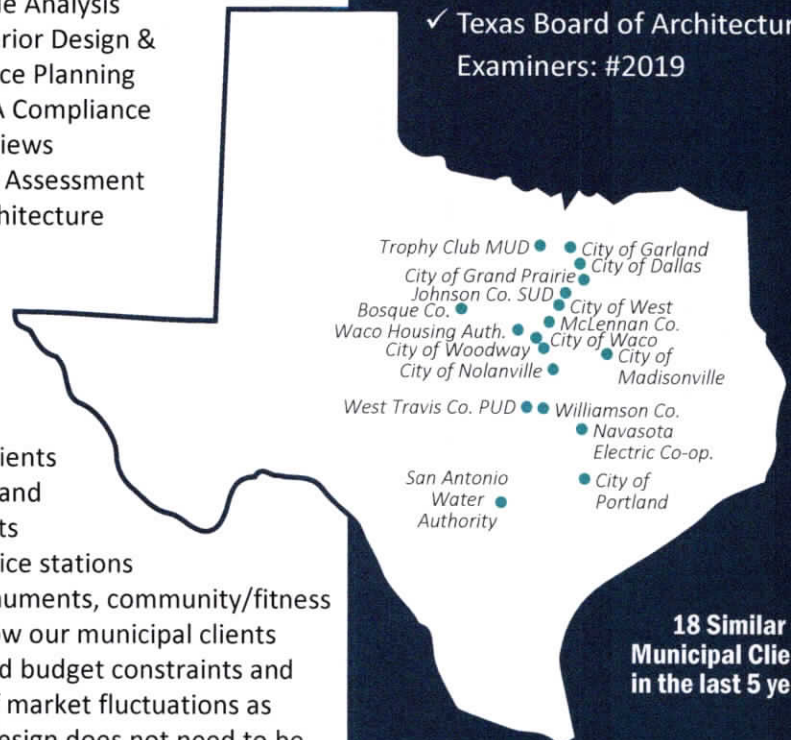
200 West Hwy. 6, Ste. 620  
Waco, Texas, 76702

Our headquarters are nearby in Dallas at:

1820 Regal Row, Ste. 200  
Dallas, Texas 75235

### Firm License/Registration:

- ✓ Texas Board of Professional Engineers and Land Surveyors: #10194124
- ✓ Texas Board of Professional Engineers: #F-1741
- ✓ Texas Board of Architectural Examiners: #2019





## Experience with Similar Projects

### New Fire Station #5, City of Waco, Texas (2019)

This new 6,700 SF Fire Station was designed to blend the industrial district with the residential neighborhood where it is sited. The project was designed to incorporate a storm shelter/changing room located between the fire bay and residential portions of the facility. The shelter area is also equipped with a wash basin to provide firefighters with an opportunity to wash down prior to entering the residential portions of the station. The purpose was to reduce contaminants entering the building. The watch desk area, though not a programmatic requirement, was included for future use as a female dorm should any female firefighters be assigned to the station. In the meantime it serves as an area for completing reports and interacting with the public.



### New Fire Station #7, City of Waco, Texas (2014)

This new 4,100 SF Fire Station #7 was designed to blend with the residential neighborhood by using brick masonry, Hardi board siding, and an architectural standing seam metal roof. The facility includes an office, laundry room, kitchen, day area, and dorms.





### New Fire Station #11, City of Waco, Texas (2000)

CP&Y was commissioned to design Fire Station No. 11 to serve in an industrial park for the City of Waco. The criteria included a facility that blended into the neighborhood and was constructed with a very frugal budget. In an effort to meet budget needs, this fire station was designed as a pre-engineered metal building, saving time and cutting costs. This facility is 6,875 SF and is designed to withstand less than desirable soil conditions.



### New Fire Station #2, City of Waco, Texas (2000)

CP&Y was commissioned to design Fire Station No. 2 to serve a residential neighborhood for the City of Waco. The criteria included a facility that blended into the neighborhood and was constructed with a very frugal budget. This facility is 6,875 SF.



### New Fire Station #10, City of Waco, Texas (2003)

Fire Station No. 10 was a new construction, 6,875 SF fire station serving the Waco Regional Airport area.





**New Administration Building, Johnson County Special Utility District,  
Cleburne, Texas (2019)**

A new 13,360 SF Administration Office Building designed for Johnson County SUD features Texas limestone and an architectural metal siding clad on the exterior of the building. A suspended awning marks the entrance and a curved datum wall with skylight above pronounces the lobby. The floor plan consists of a board room, conference rooms, offices, break room and storage space.

**"I really appreciate all you guys and the vital role you had in establishing this fine, new home for JCSUD. Words hardly express how proud we are of it."  
- Terry Kelley, General Manager**



## Emergency Operations Center, City of Killeen, Texas

CP&Y previously worked with City of Killeen staff, to renovate the second floor of the Killeen Arts & Activities Center for use as the cities Emergency Operations Center. Working with city personnel, Office of Homeland Security and Emergency Management staff we were able to reconfigure the second floor of the Arts & Activities Center for use as an Emergency Operations Center. The schematic drawings addressed short falls with accessibility compliance, security concerns, upgrades to IT systems, and provided shower facilities and personnel lockers to support extended stays in the center. The main room of the facility was set up to accommodate up to 100 personnel providing guidance in response to natural disasters and large-scale incidents for the citizens of Killeen.





## Resumes

### **Darrell W. Vickers, AIA, LEED-AP BD+C, NCARB** *Project Manager*

#### Background

Darrell joined CP&Y in 1996 after serving 13 years as an officer in the U.S. Air Force. During his military career, he was involved in the design and construction of many projects on air bases including educational space, office space, mall retail, chapels, food service and light industrial facilities. Darrell has served as a project manager, facility programmer and designer. He has worked with a variety of clients in locations around the world and prepared construction documentation for over 100 projects, including municipal fire stations. Darrell maintains significant client involvement through project development, evaluation, design and coordination.

#### Relevant Experience

##### **Fire Station No. 5, City of Waco, Texas**

Architect of Record. This new 6,700 SF fire station construction documents were completed under a Design Build delivery method. The station blends elements of both the industrial and residential neighborhoods that it sits between. One of its key features is the entrance canopy, providing a sense of arrival for visitors to the station. Includes a watch desk, chief's office, dormitory for 5 (expandable to 6), day room, fitness room, kitchen/dining areas and various support spaces. The station features two vehicle bays.

##### **Administration Building, Johnson County SUD, Cleburne, Texas**

Architectural Project Manager. Designed new water department office attached to the existing maintenance building located on the new campus of operations. Design consisted of an elaborate entrance canopy and lobby with grand meeting/conference room. The building was planned for future growth and to be noticed as an architectural point of interest for the area. Prepared initial design package, construction documents and managed construction administration phase.

##### **Emergency Operations Center, City of Killeen, Texas**

Architectural Project Manager. Renovation of the second floor of the Killeen Arts & Activities Center for use as the cities Emergency Operations Center. Working with city personnel, Office of Homeland Security and Emergency Management staff we were able to reconfigure the second floor of the Arts & Activities Center for use as an Emergency Operations Center. Schematic drawings addressed short falls with accessibility compliance, security concerns, upgrades to IT systems, and provided shower facilities and personnel lockers to support extended stays in the center. The main room of the facility was set up to accommodate up to 100 personnel providing guidance in response to natural disasters and large-scale incidents for the citizens of Killeen.

##### **City Hall and Public Safety Facility, City of Woodway, Texas**

Project Manager and Design Architect. Development of a site master plan to incorporate a new 12,000 SF City Hall and expand the Public Safety Facility. Scope included offices, council chamber, training room, expanded outdoor youth recreation areas and walking paths/trails through the municipal complex and expanded parking.



#### Education:

MArch, New School of Architecture & Design;  
MA, Computer Resource Management, Webster University; BS, Architecture, University of Texas at Arlington

#### License/Registration:

Registered Architect:  
Texas #16062; NCARB  
Certification #60253; LEED-AP  
BD+C (Accredited Professional  
Building Design + Construction)

#### Years of Experience:

36

#### Affiliations/Memberships:

American Institute of Architects; Texas Society of Architects (Past Board of Directors Member); Waco Chapter AIA (Past President); City of Waco Development Board; Balcones Chapter, U.S. Green Building Council



**David Stanely, PE**  
*Client Service Manager*

**Background**

David has nine years of experience in design and construction oversight for multiple facility types including water distribution systems, water and wastewater treatment plants, spillways and dams, and well sites. His experience includes new construction, rehabilitation and improvements, inspections, hydraulic analyses, and environmental permitting for municipalities and utility districts, as well as industrial clients and private developers. The majority of his project experience also includes design elements of occupied building structures, parking and site work.

**Relevant Experience**

**Green Street Recreation Center Front Entrance Ramp, City of Longview, Texas**

Project Manager. Improvements to the existing community recreation center to meet ADA requirements. Design and construction included the demolition of the existing front entrance to the building, and a new access ramp, staircase, and landing that met the Americans with Disabilities Act requirements.

**Texas A&M Chi Omega House Addition Site Plan, Potter Architects, College Station, Texas**

Design Engineer. Improvements to the existing Texas A&M Chi Omega sorority house that included a new 970 s.f. addition to the existing 14,000 s.f. two-floor facility. Engineering work included development of the Site Plan and Grading, Drainage, & Erosion Control Plan, and permit coordination with the City of College Station.

**Harlan Rd. SWTP UV Disinfection System, Wellborn Special Utility District, Navasota, Texas**

Study/Design/Construction Review. A \$1.0M project including the design of a 2 MGD pressurized ultraviolet light disinfection system with an expansion of a surface water treatment plant for the additional treatment of Cryptosporidium, required by the EPA LT2 Rule. The capability of operating in an advanced oxidation mode was also installed for use when experiencing taste and odor events, and a new office, wet lab, and electrical room were constructed during the expansion.



**Education:**

BS, Civil Engineering,  
LeTourneau University

**License/Registration:**

Professional Engineer: Texas  
#127906

**Years of Experience:**

9

**Affiliations/Memberships:**

American Society of Civil  
Engineers (ASCE) Northeast  
Texas Branch – Section Director  
2020-Present/President 2016-  
2017/Vice President 2015-  
2016, Secretary/Treasurer  
2014-2015

City of Kilgore, Texas - Planning  
and Zoning Board Chairman  
2014-2018

East Texas Treatment Center –  
Board of Directors 2014-2020

Water Environment Association  
of Texas (WEAT) Northeast  
Texas Branch–President  
2020-Present/Vice President  
2019-2020



## **Bryan Nors, Associate AIA, NCARB** *Lead Designer & Construction Administration*

### **Background**

Bryan joined CP&Y in 2013, beginning as an intern architect then later graduating from the University of Texas at Arlington with honors in 2014. During his school career, Bryan was involved in advanced studio design for master planning. He has a Future Fort Worth master planning project featured in an issue of the CfMD Research Journal and attended a study tour of Seattle, Washington. He competed in the Evolo skyscraper competition with project being selected for design poster. Bryan has multiple projects on display in the Architecture school at the University of Texas at Arlington.

While with CP&Y, Bryan has performed as a project manager, designer, graphic artist and management on construction administration. He works both in 2D and 3D form to address the client and consultant team desires. Bryan has expertise in numerous software programs producing sketched ideas to virtual/photorealistic renderings portraying the designs to clients. His ability to work on a project from the initial project design, through to construction documentation and construction administration streamlines the project process.

### **Relevant Experience**

#### **New Administration Building, Johnson County Special Utility District (SUD), Cleburne, Texas**

Design/ Visualization/ Construction Management. The design of a new water department office alleviated the outgrown existing facility. The building design was attached to an existing maintenance building located on the new campus of operations. The building was planned for future growth and to be noticed as an architectural point of interest for the area. This was accomplished by the design of elaborate entrance canopy and lobby with grand meeting/ conference room. Services included the initial design package, construction documents and managed construction administration phase. Prepared initial design package, construction documents and currently managing construction administration phase.

#### **New Fire Station #5, City of Waco, Texas**

Design/Visualization. A new 6,700 square feet fire station was designed for the City of Waco for the new property purchased at 4515 Bagby Ave. The design focused on blending the industrial district and the residential zone together where the station is situated between. The new trendy design focused on function and form to provide the facility options for future growth on a limited budget. Prepared concept design package, 3D images and all construction documentation for the project.

#### **City Hall & Police Station, City of Madisonville, Texas**

Design/ Visualization. Design for new City Hall and Police Station due to existing facilities being outgrown and the need for both departments to be in the same building, but with separation were important. The new building addressed the needs of the city with separate entrances for both departments. Design schemes and 3d visualizations were prepared for the project to aid the clients understanding of the structure.



### **Education:**

MArch, University of Texas at Arlington; BS, University of Texas at Arlington

### **License/Registration:**

Currently sitting for  
Architecture Licensing Exam

### **Years of Experience:**

10

### **Affiliations/Memberships:**

American Institute of  
Architects; Texas Society of  
Architects; Waco Chapter AIA  
(Current Products Chair)



## David Marek, PE Site/Civil

### Background

David has 29 years of experience working on civil engineering projects over a wide range of disciplines. He has provided services that include urban roadway design and reconstruction, water and wastewater design, drainage analysis and design, TxDOT coordination, as well as floodplain modification through the Federal Emergency Management Agency (FEMA). David has overseen his staff on numerous projects and strives to meet the expectations of our clients. As a Vice President and Project Manager in Waco, David has worked closely with both private developers and municipalities on many projects. David's design and supervision are reflected on the following projects.

### Relevant Experience

#### **City of Waco Fire Station #5, City of Waco, Texas**

Project Manager. Performed the site civil design for Fire Station #5 adjacent to a City drainageway. As this was not a FEMA regulated stream, David used City criteria to determine the 100-year floodplain elevation to establish the finish floor of the structure. David coordinated all site civil elements including both dry and wet utilities. Site grading critical so that fire vehicles leaving the facility will do so with minimal grade change to reach the adjacent street. The site incorporated security aspects for the employees of the facility.

#### **Magnolia Table Parking Lot, Magnolia Prime Real Estate, Waco, Texas**

Project Manager. One of several projects in preparation for the opening of the Magnolia Table restaurant by the well-known "Magnolia" brand. Given the expected high volumes of traffic and pedestrians, the project accounts for pedestrian safety, maximized parking and the City's desire to reduce impacts to the historic Texas Circle. The scope for the 84-space parking lot included a parking study, civil engineering and surveying services. It also included coordinating with subconsultants for landscape architecture and site lighting. The design required coordination and permitting with TxDOT and the City.

#### **Police Headquarters, City of Harker Heights, Texas**

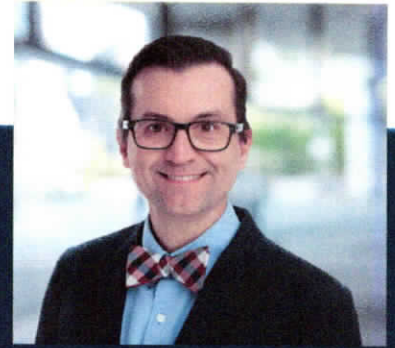
Project Engineer. Site development design of a 16,000 SF police facility with holding cells, dispatch, training offices and other functions.

#### **Mammoth Site, City of Waco, Texas**

Project Engineer for the design of entry roadway, interior roadway, and parking improvements for the City of Waco Mammoth Site. Also involved grading issues that required retaining walls, and elevated boardwalks to allow visitors to access the Mammoth facility. Currently awaiting funding prior to issuance of bid documents.

#### **Downtown District Revitalization, City of Waco, Texas**

Civil Engineer. Multiple revitalization projects including Austin Avenue Landscaping and Lighting Improvements, Mary Avenue Streetscaping and 3rd & 4th Street Streetscaping. These projects included pedestrian paths, water fountains, lighting, pavers and retaining walls.



### Education:

MS, Civil Engineering, Texas A&M University; BS, Civil Engineering, Texas A&M University

### License/Registration:

Professional Engineer: Texas #83327

### Years of Experience:

29

### Affiliations/Memberships:

American Society of Civil Engineers; National Society of Professional Engineers; Texas Floodplain Management Association; American Water Works Association; American Public Works Association



## Rachael Allen

### *Interior Design & Furniture Selection (as needed)*

#### Background

Rachael joined CP&Y in spring of 2016 as an intern then later graduating from the Art Institute in December 2016 where she was hired on as a full-time employee. While with CP&Y, Rachael has performed as a CAD Technician and Construction Administrator, as well as assisting Architects with Finish Selections and Space Planning all the while incorporating Ergonomics, Design Psychology and ADA Compliance.

She has aided on and prepared documentation for Educational Facilities, Municipal Facilities, Religious Facilities, Office Buildings and numerous Master Planning projects. Rachael also partners internally on a Facilities Team for the entire CP&Y organization to establish and implement Company Standards for Interior Design and Office Space Planning.

#### Relevant Experience

##### **New Fire Station #5, City of Waco, Texas**

Interior Design. The City of Waco contracted CP&Y to design a new 6,700 SF fire station facility. This award-winning trendy design focused on function and form to provide a facility specially designed to meet the needs of potential future growth all the while staying within a limited budget.

##### **New Water Department Facility, Johnson County SUD, Cleburne, Texas**

Interior Design. A new Water Department Facility was necessary as the Johnson SUD was outgrowing their existing space. The building was designed to attach to the Maintenance Building located on what is now the new Campus of their Operation Functions. The building design consisted of an elaborate entrance canopy and lobby with grand meeting/conference room.

##### **Water Department Lobby & Office Remodel, City of Waco, Texas**

Interior Design. Remodel of Main Lobby and Upstairs Offices, updating the finishes and providing ADA compliance. Used new flooring, millwork, paint and lighting to give the space a warm and welcoming feeling. Also included remodel of restrooms and signage to comply with ADA standards.

##### **County Jail Master Plan, Williamson County, Georgetown, Texas**

Interior Design. Williamson County Facilities Department implemented a long-term retrofitting and renovation plan to their current County Jail Facility and surrounding Judicial buildings to be phased out over the course of several years. Included Magistration/Judicial Services, Employee Offices and Common Areas, and various Inmate Facilities.

##### **Convention Center Flooring Remodel, City of Waco, Texas**

Interior Design. Flooring and interior finish refresh of the Waco Convention Center in the downtown Waco area. Great care was taken to carefully orchestrate the project scheduling and phasing so as not to disrupt the center's current events and bookings.



#### Education:

BS, Interior Design, Art  
Institute of Ft. Lauderdale

#### License/Registration:

Currently sitting for Interior  
Design Licensing Exam

#### Years of Experience:

6

#### Affiliations/Memberships:

American Institute of  
Architects, Waco Chapter;  
Historic Waco Foundation;  
Young Professionals Chamber  
of Commerce (YP CoC)

## References

Below is a list of client references. Letters of recommendation will be provided upon request.

**1**

**Derrick Oltmann,  
Facilities Project Manager**  
*City of Waco*

P.O. Box 2570  
Waco, Texas 76702-2570  
254.750.8027  
derricko@wacotx.gov

**2**

**Peter Kampfer,  
General Manager**  
*Johnson County Special Utility  
District*

2849 S Highway 171  
Cleburne, Texas 76031  
817.760.5221  
pkampfer@jcsud.com

**3**

**Steve Vanek,  
Mayor Pro Tem**  
*City of West*

110 N. Reagan St.  
West, Texas 76691  
254.826.5351  
cityadmin@cityofwest.com

**4**

**Mitch Davison, Director of  
Community Services**  
*City of Woodway*

924 Estates Drive  
Woodway, Texas 76712  
254.772.4480  
mdavison@woodwaytexas.gov



## Project Approach

### Approach & Understanding

Municipal architectural projects are varied and reflect not only the values of the municipality, but also provide a number of benefits that the public has an opportunity to experience. From city halls, libraries, police stations, parks and fire stations – the array of facilities necessary to keep a city livable is challenging. At CP&Y we recognize this fact, and we facilitate the diverse needs of our clients to deliver the best products to meet your goals.

City growth is often the impetus for the development of new facilities. In order to meet the demands of growth, CP&Y has the experience to assist our municipal clients from the beginning stages of project development through to delivery of the completed construction effort.

CP&Y strives to foster a collaborative environment throughout the design process by engaging with City staff, end users. User groups contribute to each project being unique, as each user group may have different priorities. The requirement in providing the response is that we must be able to communicate with staff, end users and constituents of the city. Communication is the foundation to good design.

We have a long history of assisting municipal clients. From renovations, adaptive reuse and new construction, we have the knowledge base to provide our clients with a superior product.

### Approach Considerations Space Needs Analysis & Programming

A first step will be to become familiar with your site, verify required utilities are available, verify that the site drains well and is not in a flood hazard area. We will also be developing a goals and vision statement to guide development of the project plans and ultimately construction of your new EMS facility.

A design program will be developed with input from all stakeholders to define the design process through the entire project. A well-understood program leads to high-quality design. The program will establish the number spaces and their functional relationships to one another, and their required minimum sizes. We will discuss whether private sleeping quarters are desired or if the preference is for more of an open bay approach. Many features of a fire station are applicable to EMS facilities – vehicle bays, oxygen storage, sleeping quarters, day rooms, office space, and kitchens. Although we have not designed a standalone EMS facility, a good number of the fire stations we have designed have included EMS services at the respective stations.

From a code standpoint, EMS services are considered mission critical facilities (Risk Category IV), we will discuss whether you desire the proposed facility to be designed to 2014 ICC 500/NSSRA as the City of Daingerfield is in critical zone IV, per the referenced code as it pertains to tornado activity. Resiliency for the building is also something that we will be collectively assessing with city staff and end users in order to incorporate efficiencies in the building design to lessen the cost to operate the proposed building – potential areas for consideration include locally sourced building materials, building orientation to reduce solar gain and reduce your HVAC and electrical loads, daylighting strategies to reduce dependencies on artificial lighting, rainwater collection systems, and use of high albedo materials to reflect sunlight.



**CP&Y developed the above rendering during design to support communication with stakeholders and marketing efforts.**



## Schedule

One of the priorities for successful completion of the project is to complete the project in a timely manner. Our team is committed to delivering the project as expeditiously as possible. Communication – with the goal of asking the right questions and receiving timely responses – is a primary objective in maintaining schedule adherence. We will keep you informed of where we are in the design process and let you know what information we need from staff and end users to stay on track. Periodic updates to city and end user staff will be provided to keep us on track.



**Fire Station 11 - Waco, TX**

## Budgeting & Cost Control

CP&Y understands that the city has limited funds for the design and construction of the proposed EMS building. As the project moves into design, the design will evolve within the confines of the set budget. Much can be done early in the process achieve a balanced program and budget by creating options for space and quality requirements. Costing procedures typically involve the development of an opinion of probable construction costs that includes probable site, building and soft costs at the end of each phase to reconcile total project costs with the established budget.

Working closely with the consultant team, city staff, end users and contractor personnel - we endeavor to keep abreast of material shortages, supply chain issues and delivery charges. We work hard to find alternative ways to solve construction, cost, and supply issues without sacrificing aesthetic intent.





## Architectural Design

Uncertainties in the market because of supply chain issues, inflation, and a diminishing workforce are all contributing to escalating construction costs at an extremely rapid pace. To that end, our team strives to stay informed about changes in the market and diligently works to find ways to manage the disruptions to deliver a superior product aligned both with your budget and schedule. Innovative design need not be expensive, and our staff has the knowledge and resources to respond to changing market conditions. Strategies include having conversations with general contractors and major sub-contractors to keep us informed on how the market is changing. We also analyze raw market material prices to better forecast the impact to delivered goods for your project. Another strategy is to develop the project with alternates in mind – alternates can take a variety of forms, from upgraded finishes to additional square footage and several other options in between. Alternates provide staff with the ability to make informed decisions at the time of bid, on how to best spend the funds set aside for construction. With this information we can analyze our approach and develop strategies to use alternative materials – discuss options with staff and select alternative products and methods to deliver a superior product. As a result of the market, the design process is adapting, projects are being designed to be more resilient and sustainable – a better balance between initial first costs and O&M costs is the result. More informed decisions help designers, staff and end users realize the full potential of their buildings overtime.

## Sustainable /Resilient Design

The CP&Y team has on staff LEED Certified designers. Although very few clients seek LEED certification for their projects – we would be remiss if we did not incorporate sustainable and resilient design into our design process. At the most basic level sustainability begins with orientation of the building on the selected site and ends with baseline reductions in energy usage of similar facilities, improved interior air quality, reduction of heat islands and incorporation of daylighting strategies. Resiliency begins with material selections and continues through to how responsive the building is to natural and man-made disasters.

Considerations for Sustainable and Resilient design may include some of the following:

- Natural Ventilation & Daylighting
- Solar panels
- Electric vehicle charging stations
- Gray water collection and reuse
- Bioswales to control runoff
- Locally sourced materials
- Integrated shading devices

## Interior Design

Our interior design services will provide functional, aesthetic interior space within the parameters of your budget, individual needs and preferences. Independent of manufacturers or suppliers, our design team objectively specifies the appropriate materials and furnishings for each project.



**Waco Fire Station #5 Interior**

## ADA Compliance

Inclusion of people with varying ranges of abilities is critically important. Compliance with the Americans with Disabilities Act (ADA) will help your facility be as accommodating as possible for those with recognized disabilities. Compliance with the Elimination of Architectural Barriers, as administered by the State of Texas will be achieved by working closely with our in-house Registered Accessibility Specialists (RAS) during project design. If we have questions regarding “gray areas” of the ADA and/or Texas Accessibility Standard, we will be able to consult with our in-house RAS. Please note that plan review and inspection will need to be completed by a third party – but the use of in-house resources does provide us with the ability to quickly resolve gray areas during design.



## Civil Engineering

Through teamwork with the client, CP&Y has developed a solid reputation of providing prompt service and creative cost-effective design solutions. Our land development teams are well-versed in the areas of planning, site design, zoning, review/permitting processes, environmental and regulatory restrictions, and other pertinent issues that impact development projects. CP&Y civil engineers are an integral part of the design team. We work in constant communication with one another to develop strategies to address difficult site conditions.

## Construction Administration

The CP&Y team will provide bidding and construction administration support. We will respond to contractor questions through the bidding process and will be at the jobsite whenever necessary. This includes the architectural as well as consulting engineering disciplines. Construction administration consists of jobsite observation, submittal review, pay request reviews, coordination of construction problems, reporting construction progress, final punch out, assembly of all warranties, as-builts, etc., process final pay request and visit the project prior to the expiration of the one-year warranty. We have the staff to provide full-time construction administration if required.

We are seeing supply chain issues beginning to lessen; however, we are still experiencing building material price escalation and labor shortages, all of which can contribute to longer than anticipated construction times. To address these issues our design approach includes the use of alternates, allowances, and unit pricing in efforts to keep project costs in check and provide opportunities to reduce project construction schedules.

## Construction Delivery Methods / Budget

We do have experience with traditional Design/Bid/Build and both types of Construction Management (at risk and agent) and Design Build.



**Waco Fire Station #7 Exterior**





an STV Company

Partners for a Better Quality of Life



[www.cpyi.com](http://www.cpyi.com)

## Michelle Jones

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**From:** Keith Whitfield <keith.whitfield@cityofdaingerfield.com>  
**Sent:** Wednesday, February 1, 2023 11:14 AM  
**To:** 'Michelle Jones'  
**Subject:** FW: CP&Y EMS Facility Qualifications

**From:** David Stanley <dstanley@cpyi.com>  
**Sent:** Wednesday, February 1, 2023 10:32 AM  
**To:** Keith Whitfield <keith.whitfield@cityofdaingerfield.com>  
**Cc:** Darrell Vickers <dickers@cpyi.com>  
**Subject:** RE: CP&Y EMS Facility Qualifications

Keith, please see below for what Darrell has put together. Thank you.

Generally speaking fees for an EMS/Fire Station project depending on construction costs will vary to a degree:

CONSTRUCTION COSTS	FEE AS A PERCENTAGE OF CONSTRUCTION
\$1.5 - \$1.75 M	7% (Architectural, MEP & Struc.) Civil & Specialty Consultants are added to the 7%
\$1.75 - \$2.0 M	6.9% (Architectural, MEP & Struc.) Civil & Specialty Consultants are added to the 6.9%
\$2.0 - \$2.5 M	6.8% (Architectural, MEP & Struc.) Civil & Specialty Consultants are added to the 6.8%
\$2.5 - \$3.0 M	6.7% (Architectural, MEP & Struc.) Civil & Specialty Consultants are added to the 6.7%
\$3.0 - \$3.5 M	6.6% (Architectural, MEP & Struc.) Civil & Specialty Consultants are added to the 6.6%
\$3.5 - \$4.0 M	6.5% (Architectural, MEP & Struc.) Civil & Specialty Consultants are added to the 6.5%
\$4.0 - \$5.0 M	6.4% (Architectural, MEP & Struc.) Civil & Specialty Consultants are added to the 6.4%

The numbers above are budgetary planning numbers, once the scope is finalized, and the number of visits to the site are finalized during construction/design (given the distance we may need to include a trip charge). We'll be in a better position to quote a firm fee. Civil fees are generally excluded from the architectural fee number as some municipalities hire the civil engineer directly. Specialty consultants might include Landscape Architects, IT Design, Interiors, etc. All of which would be determined while we determine the scope of the project.

Darrell

**David Stanley, PE**



Date: 3-7-23

Keith Whitfield  
City Manager  
**City of Daingerfield**  
101 Linda Drive  
Daingerfield, TX 75638

Re: Street & Drainage Upgrades

Mr. Whitfield,

As you are aware, bids for the above-referenced project were solicited and opened on 2-23-23.  
A total of four (4) base bids were received;

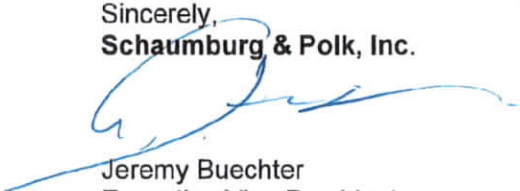
**ORIGINAL BASE BID SCHEDULE SUMMARY**

BASE BID SCHEDULE	CONTRACTOR			
	Rayford's Truck and Tractor	5W Contracting, LLC	Fran-Tel LLC	Anchor Contracting, LLC
(SCHEDULE 1) <b>TOTAL BASE BID AMOUNT</b>	\$48,100.00	\$79,909.00	\$90,342.00	\$76,600.00
(SCHEDULE 2) <b>TOTAL BASE BID AMOUNT</b>	\$153,886.00	\$152,363.28	\$163,128.24	\$189,153.50
(SCHEDULE 3) <b>TOTAL BASE BID AMOUNT</b>	\$213,776.00	\$211,359.23	\$233,788.29	\$252,284.50
(SCHEDULE 4) <b>TOTAL BASE BID AMOUNT</b>	\$242,898.00	\$240,115.18	\$262,215.49	\$286,075.00
<b>TOTAL BASE BID (SCHEDULE 1 – SCHEDULE 3)</b>	<b>\$415,762.00</b>	<b>\$443,631.51</b>	<b>\$487,258.53</b>	<b>\$518,038.00</b>

Our office has reviewed the qualifications of Rayford's Truck and Tractor. They have adequate bonding capacity and insurance to construct the project. The Contractor also has access to adequate equipment, manpower, and experienced supervision to construct the project.

It is the recommendation of Schaumburg & Polk, Inc. that the contract for the City of Daingerfield, Street & Drainage Upgrades, Schedule 1 through Schedule 3 in the amount of \$415,762.00, be awarded to Rayford's Truck and Tractor.

Sincerely,  
**Schaumburg & Polk, Inc.**

  
Jeremy Buechter  
Executive Vice President

Sec. 9. - Method of electing mayor and councilmen.

At the time of the adoption of this Charter the method of electing the Mayor and Councilmen is plurality without a run-off election; that is, those candidates for the offices of Mayor and Councilmen receiving the greatest number of votes cast in such election shall be declared elected. This method shall be continued until such time as the Council and other proper authorities direct otherwise. Subject to the approval by appropriate authorities the Council may change the method of selection of Mayor and Councilmen whereby same may be elected by:

- (a) Numbered places and provide for a run-off election;
- (b) Wards for a portion, or all, of the Council, and provide for a run-off election; or
- (c) Provide for a run-off election in the Mayor's race.



CITY OF DAINGERFIELD  
Streets & Drainage Upgrades  
February 23, 2023 at 10:00am - Daingerfield City Hall

[Schedule 1] Base Bid Items				Rayford's Truck and Tractor		5W Contracting, LLC		Fran-Tel LLC		Anchor Contracting, LLC	
Bid No.	Quantity	Unit	Item Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LS	CONTRACTOR MOBILIZATION, BONDS AND INSURANCE	\$ 10,000.00	\$ 10,000.00	\$ 44,000.00	\$ 44,000.00	\$ 36,397.00	\$ 36,397.00	\$ 35,000.00	\$ 35,000.00
2	1	LS	TRAFFIC CONTROL	2,500.00	2,500.00	2,300.00	2,300.00	10,500.00	10,500.00	5,000.00	5,000.00
3	1	LS	OWNERS ALLOWANCE FOR FIELD CHANGES	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00
4	1	LS	SEED AND FERTILIZE	2,000.00	2,000.00	300.00	300.00	9,975.00	9,975.00	3,500.00	3,500.00
5	3	EA	ADJUST WATER VALVES	400.00	1,200.00	63.00	189.00	262.50	787.50	250.00	750.00
6	1	LS	ADJUST MANHOLE COVERS	400.00	400.00	120.00	120.00	682.50	682.50	350.00	350.00
Total Base Bid (Items 1 - 6):				\$	48,100.00	\$	78,909.00	\$	90,342.00	\$	78,600.00

[Schedule 2] Cason Road Base Bid Items				Rayford's Truck and Tractor		5W Contracting, LLC		Fran-Tel LLC		Anchor Contracting, LLC	
Bid No.	Quantity	Unit	Item Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	3,227	SY	REWORK ROAD BASE	\$ 8.00	\$ 25,816.00	\$ 5.54	\$ 17,877.58	\$ 3.68	\$ 11,875.36	\$ 15.50	\$ 50,018.50
2	42	TON	PORTLAND CEMENT	\$ 240.00	\$ 10,080.00	\$ 253.00	\$ 10,626.00	\$ 615.04	\$ 25,831.68	\$ 200.00	\$ 8,400.00
3	645	GAL	PRIME COAT	\$ 10.00	\$ 6,450.00	\$ 6.90	\$ 4,450.50	\$ 11.00	\$ 7,095.00	\$ 7.00	\$ 4,515.00
4	355	TON	2" HMAC OVERLAY TYPE D	\$ 138.00	\$ 48,990.00	\$ 144.84	\$ 51,418.20	\$ 154.00	\$ 54,670.00	\$ 140.00	\$ 49,700.00
5	180	CY	ADDITIONAL TYPE A FLEX BASE	\$ 130.00	\$ 23,400.00	\$ 94.00	\$ 16,920.00	\$ 109.52	\$ 19,713.60	\$ 100.00	\$ 18,000.00
6	180	CY	REMOVE AND DISPOSE OF UNSUITABLE SUBGRADE MATERIAL	\$ 10.00	\$ 1,800.00	\$ 22.20	\$ 3,996.00	\$ 26.25	\$ 4,725.00	\$ 20.00	\$ 3,600.00
7	20	LF	REMOVE AND DISPOSE OF EXISTING 24" RCP CULVERT	\$ 50.00	\$ 1,000.00	\$ 163.00	\$ 3,260.00	\$ 42.00	\$ 840.00	\$ 15.00	\$ 300.00
8	1	LS	NEW 18" X 48" CONCRETE BOX CULVERT	\$ 13,500.00	\$ 13,500.00	\$ 11,700.00	\$ 11,700.00	\$ 11,812.50	\$ 11,812.50	\$ 17,500.00	\$ 17,500.00
9	2	EA	CONCRETE HEADWALL	\$ 5,000.00	\$ 10,000.00	\$ 10,700.00	\$ 21,400.00	\$ 4,725.00	\$ 9,450.00	\$ 13,000.00	\$ 26,000.00
10	16.5	STA	CLEAN DITCHES AND GRADE TO DRAIN	\$ 500.00	\$ 8,250.00	\$ 390.00	\$ 6,435.00	\$ 735.00	\$ 12,127.50	\$ 400.00	\$ 6,600.00
11	1	LS	ROCK RIP-RAP	\$ 3,000.00	\$ 3,000.00	\$ 4,080.00	\$ 4,080.00	\$ 1,575.00	\$ 1,575.00	\$ 3,000.00	\$ 3,000.00
12	20	LF	OSHA COMPLIANT TRENCH SAFETY SYSTEM	\$ 5.00	\$ 100.00	\$ 5.00	\$ 100.00	\$ 39.38	\$ 787.60	\$ 1.00	\$ 20.00
13	1	LS	EROSION CONTROL	\$ 1,500.00	\$ 1,500.00	\$ 100.00	\$ 100.00	\$ 2,625.00	\$ 2,625.00	\$ 1,500.00	\$ 1,500.00
Total Schedule 2 Base Bid (Items 1-13):				\$	153,886.00	\$	152,363.28	\$	163,128.24	\$	189,159.50

[Schedule 3] Kathryn Drive Base Bid Items				Rayford's Truck and Tractor		5W Contracting, LLC		Fran-Tel LLC		Anchor Contracting, LLC	
Bid No.	Quantity	Unit	Item Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	5,317	SY	REWORK ROAD BASE	\$ 8.00	\$ 42,536.00	\$ 5.54	\$ 29,456.18	\$ 3.96	\$ 21,055.32	\$ 15.50	\$ 82,413.50
2	69	TON	PORTLAND CEMENT	\$ 240.00	\$ 16,560.00	\$ 253.00	\$ 17,457.00	\$ 556.50	\$ 38,398.50	\$ 200.00	\$ 13,800.00
3	1,063	GAL	PRIME COAT	\$ 10.00	\$ 10,630.00	\$ 6.90	\$ 7,334.70	\$ 11.00	\$ 11,693.00	\$ 7.00	\$ 7,441.00
4	585	TON	2" HMAC OVERLAY TYPE D	\$ 138.00	\$ 80,730.00	\$ 144.83	\$ 84,725.55	\$ 147.40	\$ 86,229.00	\$ 140.00	\$ 81,900.00
5	296	CY	ADDITIONAL TYPE A FLEX BASE	\$ 130.00	\$ 38,480.00	\$ 94.00	\$ 27,824.00	\$ 109.52	\$ 32,417.92	\$ 100.00	\$ 29,600.00
6	344	CY	REMOVE AND DISPOSE OF UNSUITABLE SUBGRADE MATERIAL	\$ 10.00	\$ 3,440.00	\$ 22.20	\$ 7,636.80	\$ 26.25	\$ 9,030.00	\$ 20.00	\$ 6,880.00
7	435	LF	CURB REPAIR	\$ 40.00	\$ 17,400.00	\$ 75.00	\$ 32,625.00	\$ 71.93	\$ 31,289.55	\$ 50.00	\$ 21,750.00
8	1	EA	CONCRETE DRIVEWAY APRON	\$ 4,000.00	\$ 4,000.00	\$ 4,300.00	\$ 4,300.00	\$ 3,675.00	\$ 3,675.00	\$ 8,500.00	\$ 8,500.00
Total Schedule 3 Base Bid (Items 1-8):				\$	213,776.00	\$	211,359.23	\$	233,788.29	\$	252,284.50

[Schedule 4] Willis Drive Base Bid Items				Rayford's Truck and Tractor		5W Contracting, LLC		Fran-Tel LLC		Anchor Contracting, LLC	
Bid No.	Quantity	Unit	Item Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	6,050	SY	REWORK ROAD BASE	\$ 8.00	\$ 48,400.00	\$ 5.54	\$ 33,517.00	\$ 3.96	\$ 23,958.00	\$ 15.50	\$ 93,775.00
2	79	TON	PORTLAND CEMENT	\$ 240.00	\$ 18,960.00	\$ 253.00	\$ 19,987.00	\$ 556.50	\$ 43,963.50	\$ 200.00	\$ 15,800.00
3	1,210	GAL	PRIME COAT	\$ 10.00	\$ 12,100.00	\$ 6.90	\$ 8,349.00	\$ 11.00	\$ 13,310.00	\$ 7.00	\$ 8,470.00
4	686	TON	2" HMAC OVERLAY TYPE D	\$ 138.00	\$ 91,908.00	\$ 144.83	\$ 98,456.78	\$ 141.90	\$ 94,505.40	\$ 140.00	\$ 93,240.00
5	337	CY	ADDITIONAL TYPE A FLEX BASE	\$ 130.00	\$ 43,810.00	\$ 94.00	\$ 31,678.00	\$ 109.52	\$ 36,908.24	\$ 100.00	\$ 33,700.00
6	392	CY	REMOVE AND DISPOSE OF UNSUITABLE SUBGRADE MATERIAL	\$ 10.00	\$ 3,920.00	\$ 22.20	\$ 8,702.40	\$ 26.25	\$ 10,290.00	\$ 20.00	\$ 7,840.00
7	495	LF	CURB REPAIR	\$ 40.00	\$ 19,800.00	\$ 75.00	\$ 37,125.00	\$ 71.93	\$ 35,605.35	\$ 50.00	\$ 24,750.00
8	1	EA	CONCRETE DRIVEWAY APRON	\$ 4,000.00	\$ 4,000.00	\$ 4,300.00	\$ 4,300.00	\$ 3,675.00	\$ 3,675.00	\$ 8,500.00	\$ 8,500.00
Total Schedule 4 Base Bid (Items 1-8):				\$	242,898.00	\$	240,115.18	\$	262,215.49	\$	286,075.00
				\$	658,660.00	\$	682,748.69	\$	749,474.02	\$	804,113.00

## Daingerfield Animal Shelter Statistics - February 2023

Species	Stray	Owner Surrender	Born At Shelter	Total Intake	Adopted	Rescued	Reclaimed	Euthanized	Relocated	Expired	Total Outcome	Total Left At Shelter
Cats	0	1	0	1	2	0	0	0	0	0	2	4
Dogs	10	0	0	10	0	0	3	2	0	0	5	11
Other	0	0	0	0	0	0	0	0	0	0	0	0



## Daingerfield Animal Shelter Statistics - February 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	
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	
Coral	5/25/2022	Cat	Female	DSH (Black)	2 Years	N/A	N/A	
Zelena	5/26/2022	Cat	Female	DSH (Black)	9 Weeks	Adopted	2/16/2023	Returned Adoption 12/29/2022
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	
Bumble	1/23/2023	Cat	Female	DSH (Calico)	9 Months	N/A	N/A	
Doogle	1/23/2023	Cat	Male	DSH (Grey Tabby)	9 Months	Adopted	2/27/2023	
N/A	2/2/2023	Dog	Male	Shepherd Mix	9 Weeks	Euthanized	2/2/2023	Distemper
N/A	2/2/2023	Dog	Female	Shepherd Mix	9 Weeks	Euthanized	2/2/2023	Distemper
Alfie	2/7/2023	Dog	Male	Mixed Breed	3 Months	N/A	N/A	
Zeke	2/19/2023	Dog	Male	Great Dane	2 Years	Reclaimed	2/19/2023	
Precious	2/20/2023	Cat	Female	DSH (Grey/Orange Tabby)	10 Months	N/A	N/A	
Nola	2/21/2023	Dog	Female	Pit Bull Mix	3 Months	N/A	N/A	
Demi	2/24/2023	Dog	Female	Pit Bull Mix	2 Years	N/A	N/A	
Batman	2/24/2023	Dog	Male	Mixed Breed	2 Years	Reclaimed	2/24/2023	
Hercules	2/24/2023	Dog	Male	Mixed Breed	2 Years	Reclaimed	2/24/2023	
Cookie	2/28/2023	Dog	Female	Mixed Breed	4 Months	N/A	N/A	
Muffin	2/28/2023	Dog	Female	Mixed Breed	4 Months	N/A	N/A	

TRACEY CLIMER  
CHIEF OF POLICE



DEANNA HARRISON  
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department  
101 LINDA DRIVE • DAINGERFIELD, TX 75638

**FEBRUARY 2023**

**CODE:**

- High Grass 2
- Garbage/Clutter 16
- Junk Vehicles 8
- Animal Nuisance 1
- Fowl at large 1
- Substandard Building 14

**Total Corrected: 10**

**CALLS OF SERVICE: 121**

**NUMBER OF TRAFFIC CONTACTS: 30**

**CRASH INVESTIGATIONS: 5**

**ARREST: 9**



Feb. 2023

CITY OF DAINGERFIELD  
ELECTRICAL INSPECTION REPORT

Type of Inspections	RESIDENTIAL		COMMERCIAL		TOTAL
	Existing	New	Existing	New	
Meter Loops					0
Rough In					0
Final					0

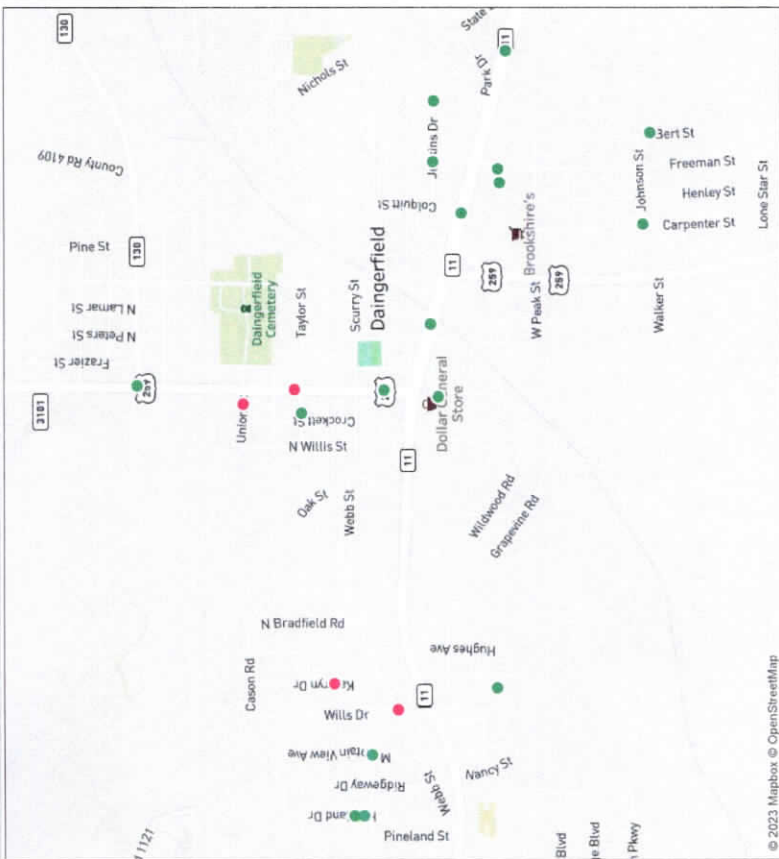
Comments: NO INSPECTIONS IN  
FEBRUARY 2023

Hours: \_\_\_\_\_

Miles: \_\_\_\_\_

Joe BushJoe Bush  
Electrical Inspector

Map - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat



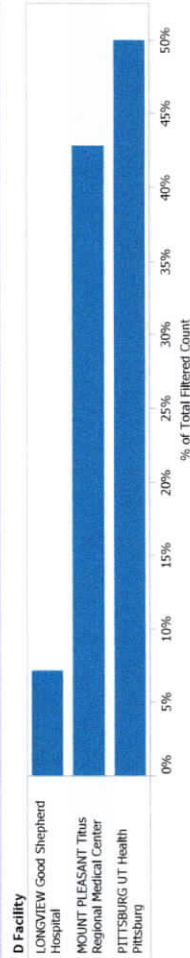
Nature of Calls - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat

Breathing Problems 21.43%	Chest Pain 21.43%	Sick Person 14.29%	Abdominal Pain / Problems 7.14%
			Cardiac or Resp Arrest / Death 7.14%

Response Time Info - Dangerfield - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat

Response Zone (group)	Response Profile	Call Outcome (group)	Late	Runs	Pct%	Avg. Resp Time [sec]
Dangerfield	Emergency [539 secs]	Arrival-DOA per other, Arrival-...	2	15	86.7%	377.1
		Caller Request	0	0		109.0
		Lift Assist Only	0	1	100.0%	0.0
		PI Transported	2	14	85.7%	424.8
<b>Grand Total</b>		<b>Total</b>	<b>4</b>	<b>30</b>	<b>86.7%</b>	<b>377.8</b>

Destinations - 1-Emergency-Life Threat & 2-Emergency-Non Life Threat





## Daingerfield Fire Department

February 2023

Structure Fire	1		
Grass/Woods Fire	1		
Vehicle Fire	2		
Vehicle Collision/Crash	4		
1 <sup>st</sup> Responder/assist EMS	6		
<b>Total</b>	<b>14</b>	<b>YTD</b>	<b>27</b>
<b>Responses inside City</b>	<b>3</b>	<b>YTD</b>	<b>11</b>
<b>Outside City</b>	<b>11</b>	<b>YTD</b>	<b>16</b>

Estimated Water usage: 2,000 Gallons

## February 2023

Detailed Breakdown		Basic Breakdown		Checkout Counts (includes renewals)	
Audio Books	0	Audiobooks	0	Patron Category	Count
Computer	87	Computer	87	Adult	325
DVDs	6	DVDs	6	Juvenile	1
Games & Puzzles	0	Games & Puzzles	0	Teens	5
Picture Books	28	Books	325	<b>Total</b>	<b>331</b>
Junior Chapter Books	30	<b>Total</b>	<b>418</b>		
Teen Books	25	<b>YTD Total</b>	<b>2188</b>		
Kids Non Fiction	3				
Graphic Novels	10				
Adult Fiction	204			<b>Fax</b>	<b>Copies</b>
Adult Non Fiction	25			<b>\$130.00</b>	<b>\$191.40</b>
<b>Total</b>	<b>418</b>	<b>Totals</b>			<b>Donations</b>
<b>YTD Total</b>	<b>2176</b>				<b>\$0.00</b>
					<b>Fines Paid</b>
					<b>\$20.90</b>
<b>Total Amount of People that used the Library this month</b>					
					<b>437</b>

This month the library raised \$428.60 from our library book sale. This money is being reallocated to add to our book budget for the year.



**Daingerfield Municipal Court**

Monthly Report For Feb 2023

**Cases Filed**

STEP Site	Traffic	Penal	City Ordinance	Parking	Other	Total
5	1	2	0	0	2	5

**Financial**

State Costs	City Costs	Fines	Tech Fund	Bld Security	Total
\$483.71	\$367.55	\$2,039.54	\$0.00	\$0.00	\$2,890.80

**Trials/Hearings**

Jury	Bench	Appealed	Total
0	9	0	9

**Warrants**

Issued	Recalled	Served	Fees Collected	Amount Collected	Outstanding
16	0	1	\$50.00	\$0.00	\$354,569.4

**Dispositions**

Paid	Time Served	Dismissed	Appealed	Total
8	3	1	0	12

## Daingerfield, TX PD

### Citation Offense Count

February 1, 2023 - February 28, 2023

Official: All

Official Assignment:

Type of Stop: All

Stop Result: CITATION

STEP: NONE

Offense Description	Offense Stop Result	
	CITATION	WARNING
Disorderly Conduct	2	
Expired Motor Vehicle Registration		1
Possession Of Drug Paraphernalia	2	
Speeding 11-15	1	1
<b>Grand Total</b>	<b>5</b>	<b>2</b>

**Water Accountability**  
**Report Period**  
**January 10th - February 10th**  
**2023**

<b>Location</b>	<b>Gallons Used</b>
City Hall/Police Department	15,300
Library	400
Fire Department	500
Public Works	1,400
Wastewater Treatment Plant	320,100
Roundabout/Coffey St.	20,300
City Park (sprinkler)	-
Animal Shelter	2,000
Total City Usage	360,000
Total Gallons Billed	5,190,100
Fire Fighting Gallons estimate	2,000
Line Flushing estimate	3,115,386
Leaks estimate 1/10 -2/10	658,800
Bulk Water - 12/10 - 1/10	-
	-
	-
	-
Total Gallons Used	9,326,286
Total Gallons Delivered	10,976,300
Difference	1,650,014
Percentage Unaccounted	15%



**PUBLIC WORKS REPORT**  
**Report Period February 1<sup>st</sup> – 28<sup>th</sup>, 2023**

**Personnel**

- Number                    7 full time employees end of February and 2 Part-time employees
- Comments                \_\_\_\_\_

**Streets**

- Patching                Patched 116 Kathryn, road to Animal Shelter, Wildwood Rd, Nix St, Campbell St and Nichols St.
- Signage                Replace pole and Stop sign Ward and Frazier St.
- Mowing                Started mowing City Park, and Wastewater Treatment Plant.
- Tree Trimming        \_\_\_\_\_
- Drainage                Cleaned out culverts and ditches down Oak St. and at the intersection Oak St. and Webb St., cleaned out ditches at Bradfield Rd and Webb St and made sure culverts were clear. Cleared out culverts at Webb St and E.G. McMillan Way.
- Miscellaneous        Delivered 1 trash cart

**Water**

- Leak repairs
  - Service lines        405 Campbell, Jr. High Bandhall
  - Main lines           4" main line repair after meter change out issues on Sanders St by City workers and Contractors.

• Connections	<u>49</u>
• Disconnections	<u>57</u>
• Meter reading start/end	<u>2/10 – 2/13</u>
• Total meters read	<u>1240</u>
• Total customers billed	<u>1051</u>
• Re-reads	<u>11</u>
• Meters Replaced	<u>0</u>
• Pressure checks	<u>0</u>
• Taps installed	<u>0</u>
• Lines Flushed	<u>15</u>
• Fire Hydrants	
○ Repaired	<u>N/A</u>
○ Replaced	<u>N/A</u>
○ Flushed	<u>15</u>

#### **City Departmental Usage**

- (See Attached Listing)

#### **Waste Water Treatment Plant**

• Chlorine usage	<u>392</u>
• Bar Screening Removal	<u>Checked and cleaned daily.</u>
• Maintenance/Repairs	<u>Completed Daily logs. Collected composite and</u> <u>pH and DO samples weekly.</u>

- Non-Compliance                    Permitted monthly average for Ammonia discharge is 3.0 mg/L. Our monthly average was 4.1 mg/L.
- Explanation                        All samples were below levels until last week of the month. I scheduled to have sludge hauled as soon as I received the report.
- Waste Water Treated
  - Beginning reading    848877
  - Ending reading        863763
  - Total treated           14.899 MGD – Avg – 0.532 MGD
  - Rainfall                5.2"
  - Sludge Removal       0 gallons

#### **Lift Station**

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

#### **Sewer**

- Number Calls                        8
- Sewer Repairs                       Added clean out on 6 in main line near Myrtle St to clear stoppage.
- Taps installed                        0

#### **Miscellaneous Matters**

\_\_\_\_\_





# Monthly Financial Summary Report February 2023

This monthly financial report is for the period ending **February 28, 2023**, as closed by the Finance department. This represents **5** months into the fiscal year's budget.

**Budget Changes or Amendments: N/A**

**General Fund YTD Revenues: \$1,1154,561.78**

**Water & Sewer YTD Revenues: \$466,033.39**

**TOTAL YTD REVENUE: \$1,620,595.17**

As of February, revenues should be tracking around **41.65%** of the annual budget. Actual YTD revenues are at **40.6%**

**General Fund YTD Expenditures : \$1,023,699.00**

**Water & Sewer YTD Expenditures: \$541,907.27**

**TOTAL YTD EXPENDITURES: \$1,565,606.27**

As of February, expenses should also be tracking around **41.65%**. Actual YTD expenses are at **40.4%**

**Our general fund balance as of 2/28/23: \$ 899,441.92**

**This includes American Rescue Plan funds of \$387,056.10**

## **Other City Finance updates:**

We had to pay our Annual Certificate of Obligation- Debt payment to BOK Financial on 2/15 this month. Series 2022B in the amount of \$60,073.26 and Series 2022A in the amount of \$55,073.26. We have 2 CD's maturing in June that will go back into the general fund to reimburse for this payment. In the future we will add this annual payment into the annual budget.

REVENUE		ACTUAL vs. BUDGET YTD		28-Feb-23	2022-2023
G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %
1	General Revenue	\$1,154,561.78	\$2,360,481.00	\$1,205,919.22	51.09%
2	Water/Sewer	\$466,033.39	\$1,441,428.00	\$975,394.61	67.67%
Total		\$1,620,595.17	\$3,801,909.00	\$2,181,313.83	57.37%

EXPENSES					ACTUAL vs. BUDGET YTD		28-Feb-23		2022-2023	
G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %					
101	Legislative	\$11,721.39	\$26,743.00	<div></div>	\$15,021.61	56.17%				
110	Administration	\$22,702.62	\$55,792.00	<div></div>	\$33,089.38	59.31%				
111	General Office	\$21,329.54	\$48,822.00	<div></div>	\$27,492.46	56.31%				
113	Finance	\$25,062.52	\$81,428.00	<div></div>	\$56,365.48	69.22%				
120	Library	\$34,789.71	\$84,586.00	<div></div>	\$49,796.29	58.87%				
201	Judicial	\$26,096.20	\$67,870.00	<div></div>	\$41,773.80	61.55%				
202	Police Department	\$266,677.94	\$582,537.00	<div></div>	\$315,859.06	54.22%				
203	Code Enforcement	\$8,811.63	\$21,399.00	<div></div>	\$12,587.37	58.82%				
204	Fire Department	\$60,341.80	\$403,260.00	<div></div>	\$342,918.20	85.04%				
205	Animal Shelter	\$63,790.14	\$136,110.00	<div></div>	\$72,319.86	53.13%				
301	Streets	\$328,152.57	\$780,646.00	<div></div>	\$452,493.43	57.96%				
401	Sanitation	\$151,532.56	\$357,251.00	<div></div>	\$205,718.44	57.58%				
602	City Park	\$2,690.38	\$6,298.00	<div></div>	\$3,607.62	57.28%				
601	Water	\$362,277.16	\$674,642.00	<div></div>	\$312,364.84	46.30%				
608	Sewer	\$179,630.11	\$474,028.00	<div></div>	\$294,397.89	62.11%				
Total		\$1,565,606.27	\$3,801,412.00	\$2,235,805.73		58.82%				



## Expenses over \$5,000 - February 28, 2023

Invoice Date	Check Amount	Payee	Method of Distribution	Notes
2/27/2023	(\$8,029.65)	CAPITAL ONE ONLINE PMT	EFT	Credit Card Statement
2/23/2023	(\$7,951.12)	IRS USATAXPYMT	EFT	IRS Taxes
2/23/2023	(\$23,895.56)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Payroll
2/22/2023	(\$14,502.52)	CK # 59777	CHECK	Northeast Texas MWD- Treated Water
2/22/2023	(\$6,840.22)	CK # 59761	CHECK	Core & Main
2/16/2023	(\$154,279.05)	CK # 59775	CHECK	H & H Howard-Watson Street Drainage Improvements
2/14/2023	(\$6,000.00)	CK # 59743	CHECK	SGL Utility Contractors- Line by Jr High
2/14/2023	(\$6,425.22)	CK # 59727	CHECK	ASCO Equipment
2/14/2023	(\$115,146.52)	OUTGOING WIRE TO BOK WEALTH MNGMT	WIRE	ANNUAL C.O.B Payment
2/13/2023	(\$6,240.00)	CK # 59729	CHECK	Circle M- Sludge Removal
2/9/2023	(\$8,511.35)	IRS USATAXPYMT	EFT	IRS Taxes
2/9/2023	(\$25,330.36)	CITY OF DAINGERF PAYROLLDD	BANK DRAFT	Payroll
2/8/2023	(\$47,832.55)	CK # 59721	CHECK	SGL Utility Contractors - Pizza Hut
2/7/2023	(\$5,992.14)	CK # 59703	CHECK	Core & Main
2/6/2023	(\$11,369.00)	CK # 59498	CHECK	Tyler Technologies- Servers
2/6/2023	(\$16,447.18)	TML0111 CONS COLL	EFT	Health Insurance
2/2/2023	(\$7,740.10)	TMRS PAYROLL	EFT	TMRS- Retirement
2/1/2023	(\$10,980.00)	CK # 59669	CHECK	SPI- Watson Street Drainage/Street Upgrades
	(\$483,512.54)			

**RURAL BUSINESS ENTERPRISE GRANT**  
February 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		\$ 9,892.18
Beverly Miller & Kaden Miller	10/13/2017	11/1/2027	\$ 35,000.00	\$ 329.00		\$ 17,752.10
Chris Smith-TexSTAR Properties	1/1/2019	1/1/2029	\$ 75,000.00	\$ 708.00		\$ 47,176.49
Chris Smith-TexSTAR Properties #2	7/27/2021	7/27/2031	\$ 76,884.00	\$ 724.78		\$ 67,124.06
Austin Luxury Realty	10/15/2021	10/15/2031	\$ 43,000.00	\$ 405.00		\$ 37,783.38
Morris Pharmacy Sean Family Realty	2/15/2022	2/15/2032	\$ 80,000.00	\$ 754.16		\$ 73,459.80
Marty Walker Realty	8/24/2022	8/24/2032	\$ 75,000.00	\$ 707.02		\$ 72,234.65
Start2Finish	12/1/2022	12/1/2027	\$ 35,000.00	\$ 621.16		\$ 33,902.37
			<u>\$ 471,450.31</u>			<u>\$ 360,381.39</u>

RBEG Balance as of 02/28/2023      \$ 168,764.41

## CASH BALANCE SHEET

## TX HERITAGE Bank/NETCU/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 1,168,288.50	\$ 287,492.38	\$ 556,338.96	\$ 899,441.92
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND	\$ 164,320.10	\$ 4,444.31		\$ 168,764.41
MCBS CHECKING	\$ 23,238.98	\$ 13.37	\$ -	\$ 23,252.35
MCTF CHECKING	\$ 9,264.22	\$ 3.55		\$ 9,267.77
DDM CHECKING	\$ 2,050.84	\$ 0.79	\$ -	\$ 2,051.63
CHILD SAFETY-SZ	\$ 12,459.79	\$ 7.17	\$ -	\$ 12,466.96
ANIMAL SHELTER	\$ 35,240.89	\$ 27.03	\$ -	\$ 35,267.92
HOTEL/MOTEL CHCK	\$ 79,308.72	\$ 91.26	\$ -	\$ 79,399.98
PEG FEES SUDDNL	\$ 4,577.15	\$ 1.76	\$ -	\$ 4,578.91
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
CYPRESS CD 02-1059	\$ 125,500.00			\$ 125,500.00
<b>4.50% 2/8/2024</b>				
CYPRESS CD 02-1060	\$ 125,500.00		\$ -	\$ 125,500.00
<b>4.60% 8/8/2024</b>				
CYPRESS CD 02-1061	\$ 125,500.00		\$ -	\$ 125,500.00
<b>4.25% 2/8/2025</b>				
CYPRESS CD 01-1037	\$ 125,500.00		\$ -	\$ 125,500.00
<b>4.25% 2/8/2025</b>				
WS CD #106771	\$ 81.78	\$ -	\$ 81.78	\$ -
NETCU savings- <b>CLOSED</b>				
WS CD #106792	\$ 20.00	\$ -	\$ 20.00	\$ -
NETCU savings- <b>CLOSED</b>				
WS CD #106799	\$ 20.00		\$ 20.00	\$ -
NETCU savings- <b>CLOSED</b>				
SANI CD #106813	\$ 20.00	\$ -	\$ 20.00	\$ -
NETCU savings- <b>CLOSED</b>				
TX HRTG GF 01-1038	\$ 266,116.47	\$ 169.51	\$ -	\$ 266,285.98
<b>.75% 4/12/23</b>				
TX HRTG WS 02-1051	\$ 266,116.47	\$ 169.51	\$ -	\$ 266,285.98
<b>.75% 4/12/23</b>				
TX HRTG WS 01-1039	\$ 268,393.57	\$ 170.96	\$ -	\$ 268,564.53
<b>.75% 4/17/23</b>				
TX HERITAGE 02-1050	\$ 231,926.53	\$ 147.73	\$ -	\$ 232,074.26
<b>.75% 4/7/23</b>				
TX HERITAGE 02-1036	\$ 55,242.31	\$ 35.19	\$ -	\$ 55,277.50
<b>.75% 6/9/23</b>				
TX HERITAGE 02-1034	\$ 60,264.34	\$ 38.39	\$ -	\$ 60,302.73
<b>.75% 6/9/23</b>				
TexSTAR-01-1080	\$ 481,779.93	\$ 1,660.14	\$ -	\$ 483,440.07
<b>YIELD- 4.52%</b>				
TexSTAR-02-1080	\$ 360,503.27	\$ 1,242.26		\$ 361,745.53
<b>YIELD- 4.52%</b>				
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
GRAND TOTAL	\$ 3,992,595.79	\$ 295,715.31	\$ 556,480.74	\$ 3,731,830.36

\*\* Note- ARP FUNDS ARE IN CONSOLIDATED ACCOUNT - \$387,056.10



**City of Daingerfield**  
**Investments 2022-2023**

TERM	RENEWED	CD	ACCT #	CD AMT	MATURES	RATE	Monthly	Annually
24 MONTHS		CYPRESS	01-1037	\$ 125,500.00	2/8/25	4.250%		\$ 11,072.74
24 MONTHS		CYPRESS	02-1061	\$ 125,500.00	2/8/25	4.250%		\$ 11,072.74
18 MONTHS		CYPRESS	02-1060	\$ 125,500.00	8/8/24	4.600%		\$ 8,912.31
12 MONTHS		CYPRESS	02-1059	\$ 125,500.00	2/8/24	4.500%		\$ 5,743.52
				<b>\$ 502,000.00</b>			<b>\$ -</b>	<b>\$ 36,801.36</b>
12 MONTHS	4/7/22	TX HERITAGE	02-1050	\$ 232,074.26	4/7/23	0.7500%	\$ 147.73	
12 MONTHS	4/17/22	TX HERITAGE	01-1039	\$ 268,564.53	4/17/23	0.7500%	\$ 170.96	
12 MONTHS	4/12/22	TX HERITAGE	01-1038	\$ 266,285.98	4/12/23	0.7500%	\$ 169.51	
12 MONTHS	4/12/22	TX HERITAGE	02-1051	\$ 266,285.98	4/12/23	0.7500%	\$ 169.51	
12 MONTHS	6/9/22	TX HERITAGE	02-1034	\$ 60,302.73	6/9/23	0.7500%	\$ 38.39	
12 MONTHS	6/9/22	TX HERITAGE	02-1036	\$ 55,277.50	6/9/23	0.7500%	\$ 35.19	
				<b>\$ 1,148,790.98</b>			<b>\$ 509.98</b>	<b>\$ -</b>
POOL		TexSTAR	01-1080	\$ 481,779.93		Average		
POOL		TexSTAR - WS	02-1080	\$ 360,503.27		4.5200%	\$ 1,660.14	
				<b>\$ 842,283.20</b>		4.5200%	\$ 1,242.26	
							<b>\$ 2,902.40</b>	
				<b>\$ 2,493,074.18</b>			<b>\$ 3,412.38</b>	<b>\$ 36,801.36</b>

**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		\$ 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		\$ 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		\$ 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		\$ 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

80	210236.02	\$ 600,159.66	\$ 523,352.32	\$ 464,534.53	\$ 426,354.49	\$ 419,669.82	\$ 445,327.33	\$ 471,663.41	\$ 422,126.10
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