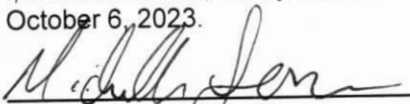


AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, October 9, 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:

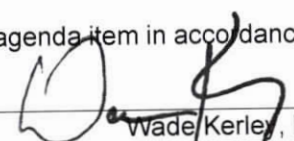
1. **Call Meeting to Order.**
2. **Invocation, Pledge of Allegiance and Texas Pledge.**
3. **Public Comments.**
4. **Consent Agenda**
All Consent items are considered to be routine and will be enacted by one motion and vote.
 - A. Deliberate and Act to Approve Minutes of September 11, 2023, and September 18, 2023.
5. **Business**
Discuss, Consider, and Possibly Take Action Regarding:
 - A. Deliberate and Possibly Take Action on Preliminary Lease Agreement with Dixie Youth
 - B. Deliberate, Discuss and Possibly Take Action to Adopt Policy, Guidelines and Criteria for granting Tax Abatement in Enterprise or Reinvestment Zone for City of Daingerfield.
 - C. Deliberate and Possibly Act on Resolution to Approve Maintenance Agreement with the Texas Department of Transportation
 - D. Deliberate and Act on Ordinance Nominating Candidate(s) for the Morris County Appraisal District Board of Directors for 2024-2025
 - E. Deliberate and Possibly Act on City Charter Amendment to Article XI, Section 2 of the Home Rule Charter Relating to the Residency Requirements for City Manager extending the distance to 20 miles.
 - F. Deliberate and Possibly Act on City Charter Amendment to Article VI., Section 9 to allow a run-off election for the position of Mayor:
6. **Monthly Departmental Reports:** *Informational reports only; no action to be taken:*
 - A. Animal Shelter, Code Enforcement, Electrical, EMS, Fire, Library, Municipal court, Police, Public Works
 - B. Financial
 - C. City Manager
7. **Monthly Boards and Commissions Minuets:** *Informational reports only; no action to be taken:*
 - A. Economic Development Corporation and Northeast Texas Municipal Water District
8. **Executive Session**
The City Council of Daingerfield has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with City Attorney), 551.072(Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Gifts and Donations), 551.074 (Personnel Matters), and 551.076 (Deliberations Regarding Security Devices)
 - A. Convene into Executive Session pursuant to Section 551.074(Personnel Matters) of the Government Code to deliberate regarding the resignation of the City Manager and to deliberate the appointment of an interim City Manager
 - B. Reconvene into public session and take action as appropriate at the City Council's discretion regarding the resignation of the City Manager and the appointment of an interim City Manager.
9. **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.

I, Michelle Jones, certify that the above notice of meeting was posted in a public place before 4:30 p.m. on Friday, October 6, 2023.


Michelle Jones, City Secretary

SEAL




Wade Kerley, Mayor

CITY SECRETARY'S AGENDA NOTES

October 9, 2023

2. Invocation, Pledge of Allegiance and Texas Pledge.

- 3. Public Comments.:** *At this time, anyone will be allowed to speak on any matter other than personnel matters and matters under litigation, for length of time not to exceed three minutes. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with the law.*

If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) a statement of specific factual information given in response to the inquiry; or
- (2) a recitation of existing policy in response to the inquiry.

4. Consent Agenda

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

- A. Deliberate and Act to Approve Minutes of September 11, 2023 and September 18, 2023:** Drafts of the minutes are on pages 6 through 11 of your packets.

5. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. Deliberate and Possibly Take Action on preliminary lease agreement with Dixie Youth:** Lease agreement and current Warranty Deed on pages 12 through 18. This is the preliminary agreement proposed and written by the City Attorney. At this time, it has not been brought to the attention of the Dixie Youth Board, City Council will need to discuss and make any changes prior to sending it to the Dixie Board for their signature and agreement. The City Attorney will prepare a Donation Deed and Resolution for the next council meeting to formally accept the land and lease agreement.
- B. Deliberate, Discuss and Possibly Take Action to Adopt Policy, Guidelines and Criteria for granting Tax Abatement in Enterprise or Reinvestment Zone for City of Daingerfield:** Abatement Guidelines and Criteria provided by the City Attorney are on pages 19 through 30. Council voted to adopt the resolution to become eligible for Tax Abatement at the last City Council meeting. These guidelines are the next step in the process.
- C. Deliberate and Possibly Act on Resolution to Approve Maintenance Agreement with the Texas Department of Transportation:** We recently received a letter from Rebecca Wells, P.E District Engineer out of the Atlanta TxDot office, request that the City approve an updated maintenance agreement regarding highway rights-of-way within the City. The letter, new agreement with exhibits A, B and D and Resolution are on pages 31 through 44 of your packet. The previous agreement is on pages 45 through 49. The power point detailing changes is on pages 50 through 63.
- D. Deliberate and Act on Ordinance Nominating Candidate(s) for the Morris County Appraisal District Board of Directors for 2024-2025:** Information from the Appraisal District is on pages 64 and 65 the resolution is on page 66. It is time to select Board of Director members for the Morris County Appraisal District and the Council will need to Nominate 5 individuals to place on the ballot. Current members are Kenneth Mac Allen, Joe Austin II, Randy Clayton, Danny Lilley and Fernando Lucha all current members with the exception of Kenneth Mac Allen have indicated they will be willing to continue serving. Mr. Allen has requested to "Officially Retire". Council previously nominated Randy Sutton who is still willing to serve. Requirements to be considered for the board;

be a resident for 2 years, no delinquent taxes and not employed or contracted with a jurisdiction. Note that they are requesting nominations only. You will be asked to vote later.

- E. Deliberate and Possibly Act on City Charter Amendment to Article XI, Section 2 of the Home Rule Charter Relating to the Residency Requirements for City Manager extending the distance to 15 miles:** Placed on the Agenda at the request of Councilmember Hood. Copy of Article XI, Section 2 is on page 67. Information from Texas Municipal Law & Procedure Manual on residency requirements on page 68.
- F. Deliberate and Possibly Act on City Charter Amendment to Article VI., Section 9 to allow a run-off election for the position of Mayor:** Renewed and brought back for reconsideration before council by Mayor Kerley. This agenda item was previously passed at the March 13, 2023, meeting.

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 69 through 80.
- B. Financial:** Located on pages 81 and 82
- C. City Manager:** Keith's notes are on pages 4 and 5

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

- A. Economic Development Corporation, Northeast Texas Municipal Water District:**
The EDC did not meet in September, there is no report to submit. Copies of the NTMWD minuets are on pages 83 and 84.

8. Executive Session

The City Council of Daingerfield has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with City Attorney), 551.072(Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Gifts and Donations), 551.074 (Personnel Matters), and 551.076 (Deliberations Regarding Security Devices)

- A. Convene into Executive Session pursuant to Section 551.074(Personnel Matters) of the Government Code to deliberate regarding the resignation of the City Manager and to deliberate the appointment of an interim City Manager
- B. Reconvene into public session and take action as appropriate at the City Council's discretion regarding the resignation of the City Manager and the appointment of an interim City Manager

9. Adjournment



City Manager Report
October 9, 2023

Filed application to Texas Water Development Board to participate in the Asset Management Program for small systems. This will allow the city to know what assets city have, helps with guidance on maintenance, operation, replacement, and rehabilitation of system long term as well as budgeting to replace needed assets.

City of Daingerfield is on the Texas Water Development Board project funding 2024 list for phase 2 Drinking Water System Improvements. Funding will be determined in the TWDB November board meeting.

City, School and County will be hosting a presentation by HEPTA Coalition of Human Trafficking on November 9th, 10am @ the Annex. All surrounding city, school and county officers will be invited to attend.

New facility meeting with architect (CP&Y) will be October 24, at 6pm.

Beginning of strategic water valve implementation begun on Wednesday, September 27th, to eventually have the ability to isolate when working on the infrastructure. These projects will be done at night so that there will be less disruption of water pressure and availability.

Update/status on city projects:

Water System Project – plans has been submitted to TWDB for review. When review is completed and released to engineer, procurement for project will begin.

Wastewater System Project – plans have been submitted to TWDB for review. When review is completed and released to engineer, procurement for project will begin.

FEMA Mitigation Project Grant – application submitted and accepted to acquire two generators that will support the water and wastewater systems during adverse weather conditions when power outages occur. Currently waiting for funds to be released for procurement of project.



CDBG Grant – Application submitted, waiting for response on whether the city will receive funding that will allow work to be done on manholes in areas that are allowing high infiltration and inflow into the wastewater system.

TxDot TA Program Application – application submitted Texas Department of Transportation’s Transportation Alternatives (TA) Program. The funds are for a plan that will be used to create and design lanes for bicycles and mobilized chairs around the city. Waiting for response on whether the city will receive the funding.

Housing Program – Housing program applications are available at any time to all city residents and can be accessed on line or picked up at city hall.

Street Project – street project is underway on Kathryn Dr., Wills Dr. and Cason Road. Intention is to be finished first week of October.

Keith Whitfield
City Manager
City of Daingerfield, Texas

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

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

Absent: City Manager Keith Whitfield

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

Others: Josh Sanders-Start2Finish, Carolyn & Welton Walker, Martha & Clifton Martin, Tina Cooper, Chris Smith-Mug Shots, Jim Goodman, Jason Horn-EDC, Jeremy Buechtr-SPI, Chris Osburn-SPI, Melinda Precise, Angie Ayers, Paul Jasin-SPFI, Sheran West, Beberly Austin-EDC, Harvinder Singh, Terry Kox

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

Mayor Kerley gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

Public Comments:

There were no public comments.

4. Public Hearing Items

a. Conduct Public Hearing Regarding Proposed Tax Rate for Fiscal Year 2023-2024

Mayor Kerley opened the public hearing at 6:03 PM. Tina Cooper spoke in opposition to the proposed Tax Rate and urged Council to reconsider. Mayor Kerley announced the Meeting Information to adopt the Tax Rate for Fiscal year 2023-2024 to be held on Monday, September 18, 2023 at 6:00PM at the Daingerfield Volunteer Fire Department. There being no other speakers Mayor Kerley closed the public hearing at 6:07 PM

b. Conduct Public Hearing Regarding Proposed Budget for Fiscal Year 2023-2024

Mayor Kerley opened the public hearing at 6:08 PM. Mayor Kerley announced the Meeting Information to adopt the Budget for Fiscal year 2023-2024 to be held on Monday, September 18, 2023 at 6:00PM at the Daingerfield Volunteer Fire Department. There being no speakers present Mayor Kerley closed the public hearing at 6:08 PM.

5. 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 August 7, 2023.** Motion made by Councilmember Carter to approve consent agenda as presented, seconded by Councilmember Smith. All voted for. Motion carried.

6. Presentation:

Informational report only, no action to be taken:

- A. **Hear status update from the engineers Schaumburg & Polk on Water Tower project.** Jeremy Buechter with SPI gave a status update on city systems. Mr. Buechter stated that the water system is struggling with water delivery during the hot months. Mr. Buechter stated that targeted flushing as well as potentially having the Water District increase the chlorine at their end may help. Mr. Buechter then gave a timeline for approval of projects from the Texas Water Development Board of spring 2024 and to begin work potentially in summer 2024. He stated that valve installations may be able to begin by the end of year. After questions from council Mayor Kerley thanked him for his time.
- B. **Presentation from the Daingerfield Economic Development Corporation and Sonny Havinder on development opportunities in Daingerfield for potential development of apartments and other possible investments.** Mr. Jason Horn with Daingerfield Economic Development Corporation introduced Mr. Sonny Havinder as a potential developer interested in bringing a new apartment complex to Daingerfield. Mr. Havinder then spoke of his plans to purchase land next to the new Family Dollar and build an apartment complex with 16 apartments. Mr. Havinder asked the council for guidance on this process. City Secretary Michelle Jones advised that she would be willing to meet with him at City Hall and go over all procedures involved in the project. Mr. Havinder was given a business card to contact Mrs. Jones and set up an appointment to go over further information. Mayor Kerley thanked him for his time and presentation.

7. Business

Discuss, Consider, and Possibly Take Action Regarding:

- A. **Discuss and Consider Adoption of a Resolution directing Publication of Notice of Intention to issue up to \$1,950,000 Combination Tax and Revenue Certificates of Obligation to the Texas Water Development Board to provide funds for Sewer System Improvement Projects; and Resolving other matters relating to the subject.** Motion made by Councilmember Carter to adopt Resolution directing Publication of Notice of Intention to issue up to

\$1,950,000 combination tax and revenue Certificates of Obligation to the Texas Water Development Board, seconded by Councilmember Ayers and all voted for. Motion carried.

- B. Presentation and Discussion of the Preliminary Budget Version 2 for FY 2023-2024.** No action was taken. Council reviewed changes made to the preliminary budget version 2.
- C. Deliberate, Discuss and Possibly Take Action to Amend Ordinance Chapter 4, Alcoholic Beverages, to Adopt the terms and provisions of the Texas Alcoholic Beverage Code.** Motion made by Councilmember Hood to approve to amend Ordinance Chapter 4, Alcoholic Beverages, to adopt the terms and provisions of the Texas Alcoholic Beverage Code, seconded by Councilmember Ramirez, and all voted for. Motion carried.
- D. Deliberate, Discuss and Possibly Take Action to Adopt Ordinance(s) Allowing for Minimum Charge based on Meter Size for Water and Sewer Rates:** Motion made by Councilmember Ramirez to table agenda item to adopt ordinance(s) allowing for minimum charge based on meter size for water and sewer rates, seconded by Councilmember Carter, Councilmembers Smith, Carter and Ramirez voted for and Councilmembers Ayers and Hood voted against. Motion carried 3 to 2.
- E. Deliberate and Discuss and Possibly Act on the Volunteer Fire Department limiting response to critical County emergencies only while continuing full coverage within City Limits.** Motion made by Councilmember Carter to set up a workshop with County commissioners to address the funding provided to the City from the County, seconded by Councilmember Hood and all voted for. Motion carried.
- F. Deliberate and Act to Approve Proposed Holiday Schedule for City of Daingerfield.** Motion made by Councilmember Hood to approve the proposed Holiday Schedule for the City of Daingerfield, seconded by Councilmember Smith, Councilmembers Smith, Ayers, Hood and Ramirez voted for. Councilmember Carter voted against. Motion carried 4 to 1.
- G. Deliberate and Act to Approve Budget Amendment Resolution 09112023 needed repairs on AC Units 1 & 4 at City Hall.** Motion made by Councilmember Carter to approve budget amendment resolution 09112023, seconded by Councilmember Smith and all voted for. Motion carried.
- H. Deliberate, Discuss and Possibly Approve Resolution for the City of Daingerfield to become eligible to Participate in Tax Abatement.** Motion made by Councilmember Carter to approve resolution for the City of Daingerfield to become eligible to participate in Tax Abatement, seconded by Councilmember Hood and all voted aye. Motion carried.

I. **Deliberate and Act on Ordinance Nominating Candidate(s) for the Morris County Appraisal District Board of Directors for 2022-2023.** Motion made by Councilmember Carter to nominate Jason Horn, pending his acceptance, and Randy Sutton if Jason Horn was unable to serve, seconded by Councilmember Hood and all voted for. Motion carried.

J. **Deliberate and Possibly Act on Resolution to Approve Maintenance Agreement with the Texas Department of Transportation:** No action was taken as a result of missing documents from the Texas Department of Transportation.

8. **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 Secretary
- d. City Manager

Informational reports only, no action was taken. All reports remain on file.

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

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

Informational reports only, no action was taken. All reports remain on file.

10. Adjournment.

There being no further business before the Council, the meeting was adjourned at 7:22 p.m. on motion by Councilmember Carter seconded by Councilmember Ayers and all voted aye.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary

MINUTES OF REGULAR MEETING
OF CITY COUNCIL
CITY OF DAINGERFIELD
September 18, 2023

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

Absent: City Manager Keith Whitfield

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

Others: Quentin Boyd-The Steel Country Bee

Mayor Kerley called the meeting to order at 6:05 p.m.

Mayor Kerley gave the Invocation.

The Pledge of Allegiance and Texas Pledge.

3. Public Comments:

No public comments

4. Business

Discuss, Consider, and Possibly Take Action Regarding:

A. Deliberate and Act on Ordinance Adopting a Budget for Fiscal Year 2023-2024: Motion made by Councilmember Smith to move to approve Ordinance No. 2023-2024 and to set and approve the Municipal Budget for the 2023-2024 Fiscal Year, seconded by Councilmember Hood. Mayor Kerley called a roll call vote and Councilmember Smith voted aye, Councilmember Ayers voted aye, Councilmember Hood voted aye, Councilmember Ramirez voted aye, and Councilmember Carter voted aye. The motion to approve ordinance 2023-2024 and to set and approve the municipal budget for the 2023/2024 fiscal year passes on a 5 to 0 vote

B. Deliberate and Act on Ordinance Voting to Ratify the Property Tax Increase Reflected in the Budget Pursuit to Texas Local Government Code 102.007: Motion made by Councilmember Hood to move to ratify the property tax increase reflected in the adopted annual budget for fiscal year 2023-2024, seconded by Councilmember Smith, Councilmembers Smith, Ayers, Hood, and Ramirez all voted aye. Councilmember Carter voted against. Motion carried on a 4 to 1 vote.

C. Deliberate and Act on Ordinance Setting an Ad Valorem Tax Rate for the Year 2023:

Motion made by Councilmember Ayers to move to approve Ordinance 2023-2024 and that the property tax rate be increased by the adoption of a tax rate of 0.491974 per one hundred dollars of assessed value, which is effectively a 24.12% increase in the tax rate, seconded by Councilmember Ramirez. Mayor Kerley called for a roll call vote. Councilmember Smith voted aye, Councilmember Ayers voted aye, Councilmember Hood voted aye, Councilmember Ramirez voted aye, and Councilmember Carter voted against. The motion to approve ordinance 2023-xx and that the property tax rate be increased by the adoption of a tax rate of 0.491974 per one hundred dollars of assessed value, which is effectively a 24.12% increase in the tax rate, passes on a 4 to 1 vote.

D. Deliberate and Act on Resolution Allowing Discounts for Early Payment of Ad Valorem Taxes: Motion made by Councilmember Hood to approve resolution allowing discounts for early payment of Ad Valorem Taxes, seconded by Councilmember Carter and all voted aye. Motion carried 5 to 0.

5. Adjournment.

There being no further business before the Council, the meeting was adjourned at 6:16 p.m. on motion by Councilmember Smith seconded by Councilmember Carter and all voted aye.

Wade Kerley, Mayor

ATTEST:

Michelle Jones
City Secretary

LEASE AGREEMENT

SECTION I. THE PARTIES

This Lease Agreement (the "Lease") is made between **THE CITY OF DAINGERFIELD, TEXAS**, (the "Lessor") and **THE DIXIE YOUTH LEAGUE**, (the "Lessee").

SECTION II. DESCRIPTION OF LEASED PREMISES

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

SECTION III. LEASE TERM

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

SECTION IV. RENT

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

SECTION V. AUTHORIZED USE AND OCCUPANCY

Lessee shall use and occupy the Leased Premises as a youth sports complex to hold and conduct youth sports games and youth sports tournaments organized by the Lessee and for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.

Lessee has investigated and examined the Leased Premises and accepts the Leased Premises in its present 'as-is' condition as suitable for the purposes for the Lessee's intended or expected uses. Lessee hereby accepts the Leased Premises regardless of reasonable deterioration between the date of this Lease and the date Lessee begins to use the Leased Premises. Lessee waives any implied warranty of suitability for the use and purposes of the Lease and the Leased Premises.

SECTION VI. PLACE FOR PAYMENT OF RENT

Lessee shall Pay Rent to Lessor at the _____, or at such other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or set off.

SECTION VII. CARE AND REPAIR OF PREMISES

Lessee shall maintain the Leased Premises and all of the grounds and structures located thereon in good repair and condition. Lessee agrees to permit the utility services to be placed in the City's name. Lessee shall pay ~~one-half (1/2)~~ the costs of all utility services for electricity, water, sewer, gas, and telephone services, as may be used by Lessee, and shall, at Lessee's own cost and expense, keep all service lines therefor, including any fixtures owned by the Lessor, in good repair and condition, subject only to ordinary wear and tear from ordinary use and occupancy.

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

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

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

SECTION VIII. ALTERATIONS, ADDITIONS OF IMPROVEMENTS

Lessee shall not make any alterations, additions, or improvements in, to or about the Leased Premises, unless the Lessor, acting through its City Council, has approved of the alterations, additions, or improvements in writing.

SECTION IX. TERMINATION

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

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

SECTION XI. NO WAIVER OF IMMUNITY

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

SECTION XII. INSURANCE

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

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

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

SECTION XIII. INDEMNITY

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

upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

SECTION XIV. EXPIRATION; RENEWAL

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

SECTION XV. ENTIRE AGREEMENT

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

DATED this _____ day of _____ 2023.

LESSOR:

CITY OF DAINGERFIELD, TEXAS

By: _____
Wade Kerley,
Its: Mayor

LESSEE:

DIXIE YOUTH LEAGUE

By: _____
Its: President

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76. To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

VOL 173 PAGE 694

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF MORRIS

388

KNOW ALL MEN BY THESE PRESENTS:

That DR. DONALD R. SMITH, Individually, DR. BUDDY L. SMITH, Individually, FLYING S RANCH, a Partnership composed of Dr. Donald R. Smith and Dr. Buddy L. Smith, and SMITH CLINIC MEDICAL ASSOCIATION of the County of Morris and State of Texas for and in

consideration ~~of the sum of~~ as a charitable donation to a most worthy organization, ~~and other valuable consideration to the undersigned paid by the grantee~~ **DOCEARS** ~~herein named~~, the receipt of which is hereby acknowledged,

AS 151 18 22
RECORDED

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

DAINGERFIELD DIXIE YOUTH BASEBALL ASSOCIATION

of the County of Morris and State of Texas, all of

the following described real property in Morris County, Texas, to-wit: Being a 15.56 acre tract of land located in the John King Survey, A-167, and being situated approximately S. 30° E. a distance of one mile from the Courthouse in the City of Daingerfield, Morris County, Texas. Said 15.56 acre tract of land being more particularly described in field notes prepared by J. W. Owens, Registered Public Survey on the 22nd day of September, 1981, which are attached hereto as Exhibit A and incorporated herein for all legal purposes. SAVE AND EXCEPT the 2.0 acre tract out of the Northwest corner which was previously sold by Grantors to Grantee herein in a Warranty Deed dated the 29th day of October, 1981. Said tract of land hereby conveyed containing 13.56 acres, more or less. SAVE AND EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, all of the oil, gas and other minerals in and under and that may be produced from this property, together with the rights of ingress and egress.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 29th day of October, A.D. 19 81

Buddy L. Smith
DR. BUDDY L. SMITH, Individually, and as a partner of FLYING S. RANCH and d/b/a SMITH CLINIC MEDICAL ASSOCIATION

Donald R. Smith
DR. DONALD R. SMITH, Individually, and as a partner of FLYING S RANCH and d/b/a SMITH CLINIC MEDICAL ASSOCIATION

(Acknowledgment)

VOL 173 PAGE 695

THE STATE OF TEXAS }
COUNTY OF MORRIS

Before me, the undersigned authority, on this day personally appeared
DR. DONALD R. SMITH

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 29th day of October, A.D. 19 81



Nancy J. Toussaint
Notary Public in and for Morris County, Texas.

My commission expires 9-19, 1984

NANCY J. TOUSSAINT
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF MORRIS

Before me, the undersigned authority, on this day personally appeared

DR. BUDDY L. SMITH

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 29th day of October, A.D. 19 81



Nancy J. Toussaint
Notary Public in and for Morris County, Texas.

My commission expires 9-19, 1984

NANCY J. TOUSSAINT
(Printed or stamped name of notary)

DESCRIPTION

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

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

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

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

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

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

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

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

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

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

I, J. W. Owens, a Registered Public Surveyor, State of Texas, do hereby certify that the above survey is true and correct. Surveyed on the 22nd day of September, 1981.

Surveyed by: J. W. Owens
Registered Public Surveyor, No. 566
State of Texas



EXHIBIT A

FILED FOR RECORD THE 19 DAY OF Feb. A. D. 19 82, at 9:55 o'clock A. M.
DULY RECORDED THE 25 DAY OF Feb. A. D. 19 82, at 9:20 o'clock A. M.

By _____ Deputy

Audrey Mae Connor, County Clerk
Morris County, Texas

**POLICY, GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN ENTERPRISE OR
REINVESTMENT ZONE FOR CITY OF DAINGERFIELD, TEXAS**

I. INTRODUCTION

WHEREAS, the attraction of long term investment and the creation of new jobs in Daingerfield Texas would enhance the economic base of the City; and

WHEREAS, the City has certain governmental powers that enable it to take affirmative and effective action to stimulate economic growth; and

WHEREAS, the City has adopted an Economic Development Policy in furtherance of its goal to attract long term investment and promote economic growth and development; and

WHEREAS, tax abatement is one of the principle means by which the public sector and the private sector can forge a partnership to promote real economic growth within the community; and

WHEREAS, tax incentives offered must be strictly limited in application to those new or existing industries that bring new wealth into the community in order to avoid reducing the needed tax revenues of the City; and

WHEREAS, the Property Redevelopment and Tax Abatement Act (the "Act") Chapter 312 of the Texas Tax Code authorizes the City to provide property tax abatement for limited periods of time as an inducement for the development or redevelopment of a property; and

WHEREAS, the City intends to make available the use of tax abatements to industrial and commercial facilities, either new or existing, which intend to make certain capital expenditures for the purpose of creating or expanding their business in order to expand the local tax base and/or create new jobs; and

WHEREAS, the Act requires eligible taxing jurisdictions to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting any future tax abatement, said guidelines to be unchanged for a two (2) year period unless amended or repealed by a three-fourths (3/4) vote of the City Council; and

WHEREAS, the City hereby establishes this Policy, Guidelines and Criteria for Granting Tax Abatement in Enterprise or Reinvestment Zone (the "Policy"); and

WHEREAS, said Policy states guidelines and criteria that the City will utilize in attempts to promote positive economic development, but should not be read to imply or suggest that the City is under an obligation to afford these opportunities to any applicant; and

WHEREAS, the City may not enter into a tax abatement agreement unless it finds that the terms of the agreement and the property subject to the agreement meet the applicable guidelines and criteria contained herein and adopted by the City under the Act; and

WHEREAS, the adoption of said Policy does not: limit the discretion of the City to decide whether to enter into a specific tax abatement agreement; and

WHEREAS, said Policy is designed to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the City to respond to the changing needs of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City of Daingerfield, Texas, acting by and through its duly elected City Council, hereby adopts these guidelines and criteria for granting abatement in the City of Daingerfield, Texas.

II. DEFINITIONS

The definitions set forth in the Texas Tax Code, as amended, shall apply to Tax Abatement Agreements and Reinvestment Zones.

"Abatement" means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.

"Added Value" means the increase in the assessed value of the Eligible Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility" including environmental improvements required by the Environmental Protection Agency or Texas Commission on Environmental Quality. It does not mean or include "deferred maintenance",

"Agreement: "Abatement Agreement," and "Tax Abatement Agreement" as used herein, shall mean county tax abatement agreement as described and required by Chapter 312 of the Texas Tax Code.

"Base Year Value" means the assessed value of the eligible property as certified by the Morris County Appraisal District on January 1 preceding the execution of the Agreement.

"Commercial Office Facility" means office buildings rented to non-retail users. These buildings are designed as garden, mid-rise or high-rise structures.

"County" means Morris County, Texas.

"Deferred Maintenance" means improvements necessary for continued operations, which do not improve productivity or alter process technology.

"Distribution Facility" means buildings and structures including fixed machinery, equipment, and personal property used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility.'

"Entertainment/Tourism Facility" means building and structures including fixed machinery, equipment, and personal property used or to be used primarily to provide entertainment and/or tourism related services.

"Expansion" means the addition of buildings, structure, fixed machinery, or equipment for purposes of²⁰

increasing production capacity including environmental improvements required by the Environmental Protection Agency or Texas Commission on Environmental Quality.

"Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

"Full Time Equivalent" (FTE) means the total number of Full-time Employees added to the number of Part-Time Employee hours paid divided by the standard forty (40) hours per week for Full-Time Employment.

"Improvements" means the new or expanded buildings or portions thereof and other improvements used for commercial or industrial purposes on the property.

"Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; retail facilities deferred maintenance; investments.

"Job" as used herein shall be a paid, permanent position of employment, in which the employee works on average 40 hours per every seven day work period as defined by the employer, excluding employee vacations and holidays as determined by the employer.

"Manufacturing Facility" means building, structures, fixed machinery, equipment and personal property, the primary purpose of which is or will be the manufacturer of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

"Modernization" means the upgrading of existing facilities, which increase the productive input or output, update the technology or substantially lower the unit cost of the operation; modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, equipment or personal property. It shall not be for the purpose of reconditioning, refurbishing or repairing including environmental improvements required by the Environmental Protection Agency or Texas Commission on Environmental Quality.

"New Facility" means a property previously undeveloped that is placed in service by means other than or in conjunction with expansions or modernization.

"New Machinery and Equipment and/or Personal Property" means tangible machinery, equipment, or personal property that is securely fastened and stationary within a building or structure or permanently resides in the County.

"Other Basic Industry" means buildings and structures including fixed machinery, equipment, and personal property not elsewhere described, used or to be used for the production of products or services.

"Office Building" means a new office building to be occupied by one owner or one tenant, providing further that said office building and owner or tenant meet the other criteria set forth herein.

"Part-Time Employees" means employees who work less than the standard forty (40) hours per week. Excluded are full-time temporary or seasonal employees who are working the number of hours that²¹

represent full-time employment. Included are part-time temporary or seasonal employees.

"Personal Property" means tangible personal property such as machinery, equipment, or personal property that is securely fastened and stationary within a building or structure or permanently resides in the County. This definition excludes personal property located on real property prior to the period covered by the abatement with the County and inventory or supplies:

"Productive Life" means the number of years a property improvement is expected to be in service in a facility. Provided, however, that in no circumstances shall the number of years exceed the depreciation allowance specified in the United States Internal Revenue Code.

"Project" means any property improvement including expansion, modernizations, and new facilities, but excluding any deferred maintenance.

"Reinvestment Zone" means the geographical specific location on which the proposed improvements will be constructed and abated which has been designated a reinvestment zone for tax abatement purposes and which is located within the taxing jurisdiction of the County.

"Research Facility" means buildings and structures including fixed machinery, equipment, and personal property used or to be used primarily for research and experimentation to improve or develop the production process.

"Service Facility" means buildings and structures including fixed machinery, equipment and personal property used or to be used primarily to provide a service.

III. CITY OF DAINGERFIELD TEXAS ECONOMIC DEVELOPMENT GOALS

The City will consider applications for tax abatements that support the following economic development goals:

- ▶ Protect and enhance the great quality of life for City citizens by engaging in economic development activities that:
- ▶ Promote and support the overall sound fiscal condition of the City by increasing the tax base and considering the impact on cost of service thereby resulting in increased revenue to the City in the foreseeable future;
- ▶ Encourage the development of industrial and housing uses;
- ▶ Create and retain good paying jobs (in excess of \$40K annually) in City;
- ▶ Contribute to the ability of the City to improve public infrastructure;
- ▶ Contribute to the ability of the City to improve its services and to attract retain staff with competitive pay and benefits;
- ▶ Create economic opportunities and life style amenities valued by the citizens of Daingerfield, Texas; or
- ▶ Diversify the economy of City of Daingerfield, Texas while protecting the environment and natural resources

IV. TAX ABATEMENT CRITERIA AND CONSIDERATIONS

Applications for tax abatements must meet the following criteria and considerations:

A. Abatement Criteria and Considerations

1. All applications for abatements must meet all of the following criteria and considerations before being considered for abatement of any or all of the increased or added value of the property:

- a. The project expands the local tax base;
- b. The project meets the purposes of the City's Economic Development Policy and supports the goals contained therein;
- c. The project will invest a minimum capital cost of \$50,000;
- d. The project will directly create or prevent the loss of 2 permanent full-time employments;
- e. The project will not have a substantial adverse effect on the provision of government service, tax base, or budget if the proposal amount was granted;
- f. The planned or potential use of the property will not constitute a hazard to public safety, health or morals;
- g. The planned or potential use of the property will not create any adverse impacts on adjacent properties; and
- h. The project must remain in good standing with all governmental and environmental regulations.

2. Schedule of Abatement

Project Costs	Minimum Jobs	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year
\$50,000-\$300,000	2 or more	80%	60%	40%	20%	0%	0%	0%
\$301,000-\$500,000	3 or more	100%	80%	60%	40%	20%	0%	0%
\$501,000-\$1,000,000	5 or more	100%	100%	80%	60%	40%	20%	0%
\$1,000,001-\$3,000,000	8 or more	100%	100%	100%	100%	100%	80%	60%

Any project with costs greater than \$10,000,000 or which creates more than 50 new jobs will be individually negotiated. Only projects with costs greater than \$10,000,000 will be considered for 10 year abatements. The City retains the right to deviate from this schedule. All projects will be considered on a case-by-case basis.

3. Requests for abatements *may not* be considered if prior to the submission of an application, the project is already substantially underway or completed. A project will be considered to be substantially underway if actions such as, but not limited to, the following have occurred:

- a. The demolition, site preparation, or the installation of infrastructure has begun;
- b. A building permit has been issued for construction not associated with mitigating an environmental hazard;
- c. Construction (including renovations or tenant finish-out) has begun: or
- d. Equipment, inventory, or employees have been relocated to the new or existing facility,

4. Execution of a lease, the mitigation of environmental problems, the purchase of land, the completion of an environmental assessment, or the preparation of architectural and engineering plans do not constitute a project being substantially underway.

5. The project must be shown not to solely or primarily have the effect of transferring employment from one part of the City to another.

6. The City Council has discretion to determine under what circumstances it will consider an applicant with which the City or any other jurisdiction is currently involved or has been involved within the past thirty-six (36) months in litigation, a pending claim, or unsatisfactory contractual performance, or to any applicant indebted to the City or any other jurisdiction for ad valorem taxes or other obligations.

7. The City Council has discretion to give any weight it feels appropriate to the granting or not granting of a tax abatement application based upon its consideration of whether or not the potential beneficiary of the tax abatement would compete with an existing business.

8. In general, the City Council takes the position it is not fair for an existing local tax paying business operating in the same or similar manner as the type of product or products, scope of production and/or services, and the size of the investment made to have to compete with a new business competitor whose taxes would be abated.

V. GUIDELINES FOR USE TAX ABATEMENTS

A. Economic Development Policy. This Policy is intended to be used in conjunction with the City's Economic Development Policy.

B. Authorized Facility. The types of facilities that may be eligible for abatement include but are not limited to: Distribution Center Facility, Entertainment Facility, Office Building, Manufacturing Facility, Service Facility, Research Facility, Research and Development Facility, or Other Basic Facility.

C. Reinvestment or Enterprise Zone Created. Prior to the granting tax abatement, the City, by Order, shall designate an area as a reinvestment or enterprise zone in accordance with applicable State law unless such zone has previously been established by a municipality within the County.

D. Term of Abatement. The Act limits the period of abatement to ten (10) years. Generally, the City **will** seek to limit the period of abatement to seven (7) years. Further abatement may be evaluated at the end of the seven (7) years.

E. Project Costs. Only costs of buildings, structures, fixed machinery and equipment, site improvements plus office space and related fixed improvements necessary to the operation and administration of the facility will be considered "project costs" for purposes of determining the amount of tax abatement for which an applicant is eligible. The costs of land, inventories, supplies, tools, furnishings and other forms of movable personal property acquired by the applicant shall not be included as "project costs."

F. Assessed Value. Tax abatement shall only be made on the assessed value of eligible property.

G. Value and Term of Abatement. Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the Abatement Agreement.

H. Percentage of Taxes Abated. The percentage of taxes abated will be considered on a sliding scale basis depending upon the overall benefits of the project to the City.

I. Added Value. Abatement may only be granted for additional or added value of eligible property listed in an Abatement Agreement between the property owner and/or the lessee.

J. Performance Standards. No abatement shall be given in any year in which the facility fails to meet the value, amount of investment, or employment minimums set forth in Section IV, "Criteria and Considerations."

K. Leased Facilities. If a leased facility is granted tax abatement, then the Abatement Agreement shall be executed with both the owner and the lessee.

L. City Council Discretion. The City Council reserves the right to deviate from this Policy under certain extraordinary circumstances linked to demonstrative benefits to the City.

M. Case-by-Case Consideration. It is the intent of the City to offer economic development incentives on a case-by-case basis. The customized design of a total incentive package is intended to allow maximum flexibility in addressing unique concerns of each applicant while enabling the City to respond to the changing needs of the community.

N. Additional Requirements. Applicant entities which are granted tax abatements must comply with the following requirements:

1. Development Plans must be submitted to City of Daingerfield, Texas city hall as part of the application process;
2. The applicant entity shall not be eligible for water and/or wastewater refund contract; and
3. The applicant entity must sign an Abatement Agreement and conform to its terms and provision upon City Council's approval and execution.

VI. APPLICATIONS FOR REINVESTMENT ZONES AND TAX ABATEMENT

All requests for reinvestment zones and tax abatement in the City shall be made by filing a written application with the City Hall and must contain responses to all application requirements and criteria contained in this document. All applications must include the following:

A. General Application Information

1. Applicant contact information

2. Applicant Background

a. Company overview including legal status

b. Previous similar project experience, location, cost, etc.

c. Litigation history

d. Evidence of no delinquent taxes or fees due in the County or any other jurisdiction where the applicant owns property, if applicable

e. Most recent financial statements and/or banking references (confidential)

f. References

3. Project Background

a. Description of proposed project

b. Description of City goals, needs, or values furthered by the project

c. Description of how project meets criteria for tax abatement

d. Business Plan and/or pro-forma (confidential)

e. Third-Party market study or opinion for projects new to the City

f. Proposed project schedule

g. Long term project ownership plan

4. Other Participants Background

a. List of other governmental entities from which incentives have or will be requested

b. Description of the terms and conditions of that participation

c. Analysis of the City's investment and retained revenues in relation to the other entities

B. Additional Information

1. List all taxing jurisdictions overlapping the proposed facility
2. Type of business activity (manufacturing, distribution, etc.)
3. Current value of land and existing improvements, if any
4. Type and value of proposed improvements subject to abatement (buildings, tangible personal)
5. Type and value of proposed improvements not subject to abatement (personal property)
6. Productive life of proposed improvements
7. Number and type of existing jobs to be retained by proposed improvements
8. Number and type of type of net new jobs to be created by proposed improvements
9. Number of new jobs that will be filled by persons residing or expected to reside within City.
10. Amount of local payroll to be created
11. A plat showing the precise location of the property and all improvements thereon, all roadways within 500 feet of the site and all existing zoning and land uses within 500 feet of the site (a complete legal description shall be provided if the property is described by meters and bounds).
12. Any additional information pertinent or relevant to the proposed project.

C. Application Review Process

1. Prior to the submission of any proposal for economic development assistance, the applicant must schedule an informal pre-application meeting with the City Council for area within which the proposed project will be located.
2. Completed applications should be submitted to the County Auditor.
3. The City Secretary will refer the application to the appointed Economic Development Application Review Committee and City Council for review.
4. The Economic Development Application Review Committee will evaluate the completeness of the application, utilizing additional City staff as needed, and contact the applicant if additional information is required. Applications will not be processed until all information is provided. In the *event* that consultants are needed to assist in the review process, those costs are expected to be paid by the applicant.
5. The goal for the initial review of application completeness is no more than 14 calendar days.
6. After the application has been accepted as complete, the chair of the Economic Development Application Review Committee will coordinate an evaluation of the application based on the goals and evaluation criteria and prepare an evaluation report and findings. In the preparation of this report, the

chair of the Economic Development Application Review Committee may consult with City elected officials, staff, consultants, and other agencies, as appropriate, for their input regarding the proposal and its impacts on, and costs and benefits to the City.

7. The goal for completing the evaluation report and findings is no more than 60 calendar days after the date of acceptance of the application as complete,

8. During the 60-day review period, the City may initiate interim requests for additional information and the applicant may update the application in response to such requests.

9. Following the review and evaluation process, the chair of the Economic Development Application Review Committee will deliver the evaluation report and findings to the City Council for review and questions.

10. Following review by the City Council, the chair of the Economic Development Application Review Committee will deliver a copy of the evaluation report and findings to the applicant.

11. Within 14 calendar days of receipt of the report, the applicant should notify the mayor/ City Council if they wish to proceed with consideration of the application.

1. Upon notification by the applicant, the City will proceed with the consideration and adoption process as expeditiously as possible in accordance with Chapter 312 of the Texas Tax Code and establish a reinvestment zone and execute a tax abatement agreement.

2. No application for Reinvestment Zone and Tax Abatement shall be granted if the City Council determines that:

- a. The applicant has insufficient financial capacity;
- b. The applicant has a verifiable history of violation of other codes or laws;
- c. The application was filed after the commencement of construction, alteration, or installation of improvements related to the project;
- d. Any violation of laws of the United States or State of Texas, ordinances,
- e. The applicant failed to meet the City's goals and criteria contain in this Policy, or any other reason deemed pertinent and relevant to the project by the City Council.

VII. TAX ABATEMENT AGREEMENT

A. Tax Abatement Agreement Required

Before any tax abatement can be effective, the City and the owner of the facility and, if different than the owner of the facility, the owner of the property, shall execute an Tax Abatement

Agreement in form and substance as required by and in accordance with the requirements of the Texas Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

B. Recapture

In the event that the facility is completed and begins producing products or services, but subsequently discontinues producing products or services for any reason for a period of one (1) year during the term of the Tax Abatement Agreement, any further abatement of taxes shall terminate. The taxes otherwise abated for the calendar year in which operations terminated shall be paid to the City not later than sixty (60) days after the date of termination. This paragraph shall not apply to the cessation of operations resulting from damage to the facility caused by fire, explosion or other casualty, accident or natural disaster that reasonably prevents the continuation of operation of the facility.

Should it be determined by the City that the other party to a Tax Abatement Agreement is in default according to the provisions of said Abatement Agreement, the City shall notify the party in default in writing at the address stated in the Abatement Agreement, and if such default is not cured within sixty (60) days after the date of such notice of default ("Cure Period"), then the Agreement may be terminated by the City any time after the end of the Cure Period and all taxes previously abated by virtue of the Agreement will be recaptured and become due and payable not later than sixty (60) days after the date of termination.

In the event that the other party to said Agreement allows any ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protesting and/or contesting such taxes, or violates any of the provisions or conditions of the Agreement and fails to cure during the Cure Period, the Agreement may be immediately terminated by the City and all taxes previously abated by virtue of the Agreement will be recaptured and become due and payable not later than sixty (60) days after the date of termination.

The provisions of State law regarding tax liens and personal liability for taxes are applicable to all taxes ultimately imposed pursuant to an Abatement Agreement or upon default or recapture as described above.

C. Severability

If any provision of the Tax Abatement Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while said Agreement is in effect, such provisions shall be automatically deleted from said Agreement and the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of said Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable.

D. Assignment

The Tax Abatement Agreement may not be assigned to a new owner or lessee without written consent of the City secured in advance. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Abatement Agreement. Any assignment of a Tax Abatement Agreement shall be to an owner that continues the same improvements or repairs to the property, (except to the extent such improvements and repairs have been completed), and continues the same use of the facility.

A transfer, sale, merger or other transaction in the capital stock of Owner or lessee resulting, in the opinion of the City, in a change in management of the Owner or lessee shall be considered and is hereby defined as a sale. Should Owner sell the business to a new owner, lease the facility, or engage in a defined stock transaction, in any event without the written consent of the City procured in advance, the Tax Abatement Agreement will immediately terminate. Such termination shall be considered an event of default and the recapture provisions shall apply, along with all rights and remedies for any default, including the provisions for recapture. No assignment shall be approved if the assignor or assignee is indebted to the City for ad valorem taxes or other obligations.

E. Sunset Provision

This Policy shall remain in force for two (2) years from the effective date at which time all Reinvestment Zones and Tax Abatement Agreements created pursuant to these provisions will be reviewed by the City to determine whether the goals have been achieved. Based on that review, this Policy will be modified, renewed, or eliminated.

Approved this ____ day of _____ .

Michelle Jones/ City Secretary

City Council Members:



701 EAST MAIN ST., ATLANTA, TEXAS 75551 | 903-796-2851 | WWW.TXDOT.GOV

August 23, 2023

**Municipal Maintenance Agreement
City of Daingerfield**

The Honorable Wade Kerley
Mayor of Daingerfield
101 Linda Dr.
Daingerfield, Texas 75638

Dear Mayor Kerley:

As you are probably aware, the City of Daingerfield and the Texas Department of Transportation entered into a Municipal Maintenance Agreement on 04/22/2013. Under Chapter 311 of the Texas Transportation Code, cities are required to maintain highways within city limits. Section 221.002 of the Texas Transportation Code authorizes the State to enter into agreements with the City to maintain portions of highways. This agreement allows the State to assist the City and addresses the responsibilities for maintenance, control, supervision, and regulation of State highways within and through the City's corporate limits. It is our desire to update this agreement at this time.

Attached is a copy of the above referenced agreement for your information. We have also attached the latest version of the Municipal Maintenance Agreement in duplicate originals. Please execute both duplicate originals on behalf of the City and return for our further handling. Failure to update this agreement in a timely manner will affect the State's ability to assist the City with maintenance of the highways within your corporate limits. Please note the agreement must be supported by either a Municipal Maintenance Ordinance or Resolution. When returning the duplicate originals, please return a copy of the ordinance/resolution.

If you have any questions, please call Jason Dupree, P. E., District Director of Maintenance, at 903-799-1248.

Sincerely,

DocuSigned by:

2368BC08B28F4A0
Rebecca L. Wells, P. E.
District Engineer - Atlanta

Cc: Area Engineers
Maintenance Supervisors

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of Daingerfield (population 2518, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
- A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G. Perform mowing and litter pickup.
- H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I. Perform snow and ice control.
- J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Daingerfield

State of Texas

Signature

TxDOT District Engineer

Name

Rebecca L. Wells, P. E.

Name

Title

Date

Date

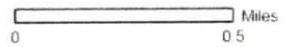
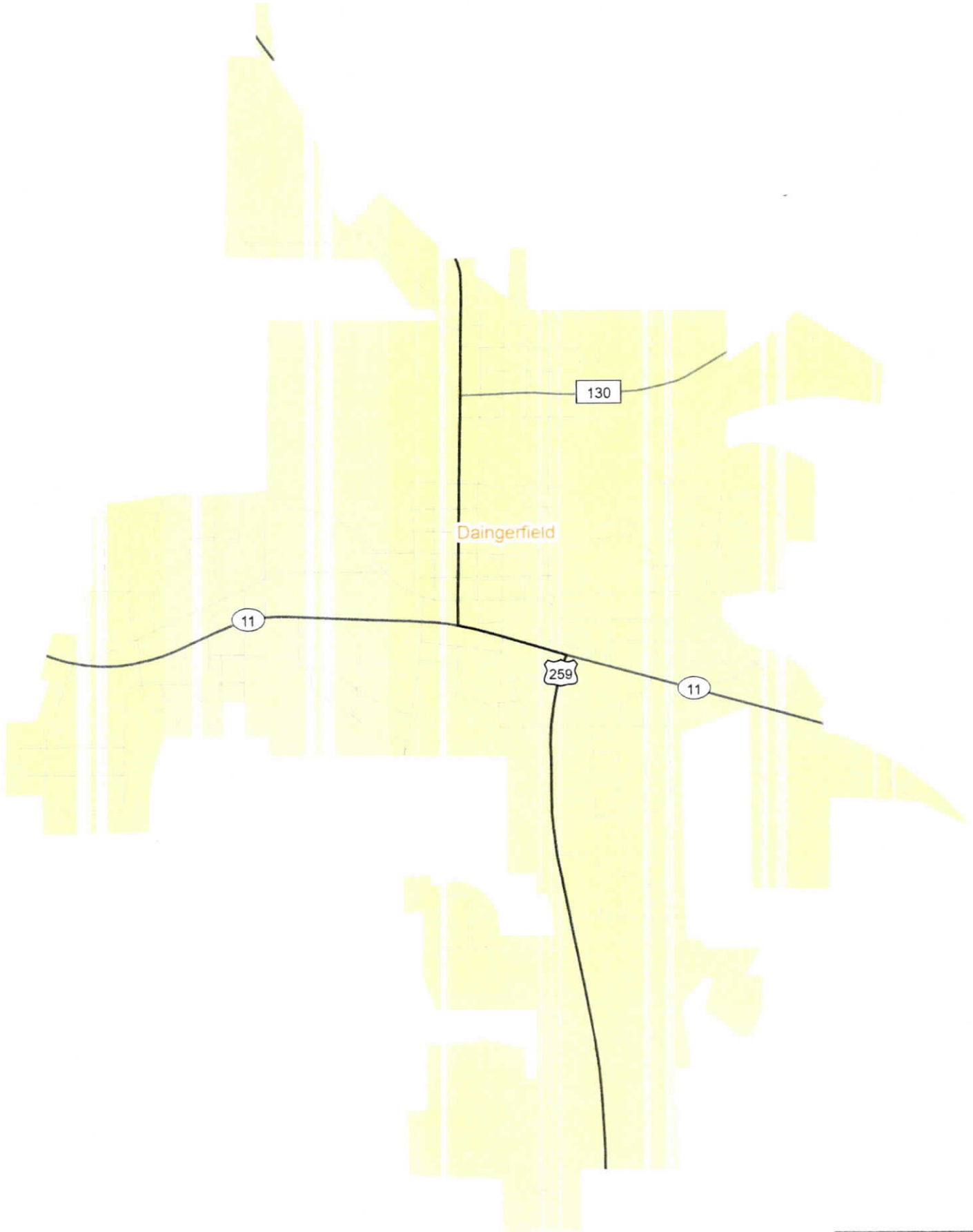


EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

NO CONTROLLED ACCESS HIGHWAYS WITHIN CITY LIMITS.

EXHIBIT "D"

LIGHTING INSTALLATIONS

**NO APPLICABLE LIGHTING INSTALLATIONS SUBJECT
TO THIS AGREEMENT WITHIN CITY LIMITS.**

RESOLUTION NO. 10092023

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF DAINGERFIELD, TEXAS, APPROVING THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF DAINGERFIELD, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF DAINGERFIELD AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT, PROVIDING FOR OPEN MEETINGS, AND EFFECTIVE DATE CLAUSES.

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

Section 1. Findings. That the certain agreement dated September 11, 2023, between the State of Texas and the City of Daingerfield for the maintenance, control, supervision and regulation of certain State Highways and /or portions of State Highways in the City of Daingerfield be and the same is, hereby approved; and that the City Manager is hereby authorized to execute said agreement on behalf of the City of Daingerfield and to transmit the same to the Sate of Texas for appropriate action.

Section 2. Effective Date. This Resolution shall become effective from and after the date of its passage in accordance with the Transportation Code and the City Charter.

Section 3. Open Meetings. That the City Council has found and determined that the meeting at which this Resolution is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

RESOLUTION PASSED AND APPROVED on this the 9th day of October 2023.

ATTEST:

CITY OF DAINGERFIELD, TEXAS

Michelle Jones, City Secretary

Wade Kerley, Mayor
City of Daingerfield, Texas



Texas Department of Transportation

701 E MAIN • ATLANTA TEXAS 75551-2418 • (903) 796-2851

May 15, 2013

Re: Municipal Maintenance Agreement
City of Daingerfield

Mayor Lou Irvin
City of Daingerfield
108 Coffey Street
Daingerfield, TX 75638

Honorable Lou Irvin:

Enclosed is one original duplicate of the Municipal Maintenance Agreement between the City of Daingerfield and the Texas Department of Transportation which has been fully executed.

This is being furnished for your reference and file.

If you have any questions, please feel free to call me at 903-799-1280.

Sincerely,

Brad A. Haugh
District Maintenance Administrator - Atlanta

cc: Carl Peters, Maintenance Supervisor
Roger Ledbetter, Area Engineer
Administrative File



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 22nd day of April 2013, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Daingerfield (population 2560, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

RESOLUTION NO. 042213

Form 1001
Resolution
September 1986

A RESOLUTION APPROVING THE AGREEMENT DATED APRIL 22, 2013 BETWEEN THE
STATE OF TEXAS AND THE CITY OF DAINGERFIELD FOR
THE MAINTENANCE CONTROL SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR
PORTIONS OF STATE HIGHWAYS IN THE CITY OF DAINGERFIELD
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAINGERFIELD

SECTION 1 That the certain agreement dated APRIL 22, 2013 between the State of Texas and the
City of DAINGERFIELD for the maintenance control supervision and regulation of
certain State Highways and/or portions of State Highways in the City of DAINGERFIELD
be and the same is, hereby approved and that _____ s hereby
authorized to execute said agreement on behalf of the City of DAINGERFIELD and to
transmit the same to the State of Texas for appropriate action

PASSED April 22, 2013

APPROVED April 22, 2013


Mayor

ATTEST 
Secretary

City of Daingerfield
Clerk

APPROVED AS TO FORM

City Attorney



MMA Changes

State and City Requirements

August 31, 2023

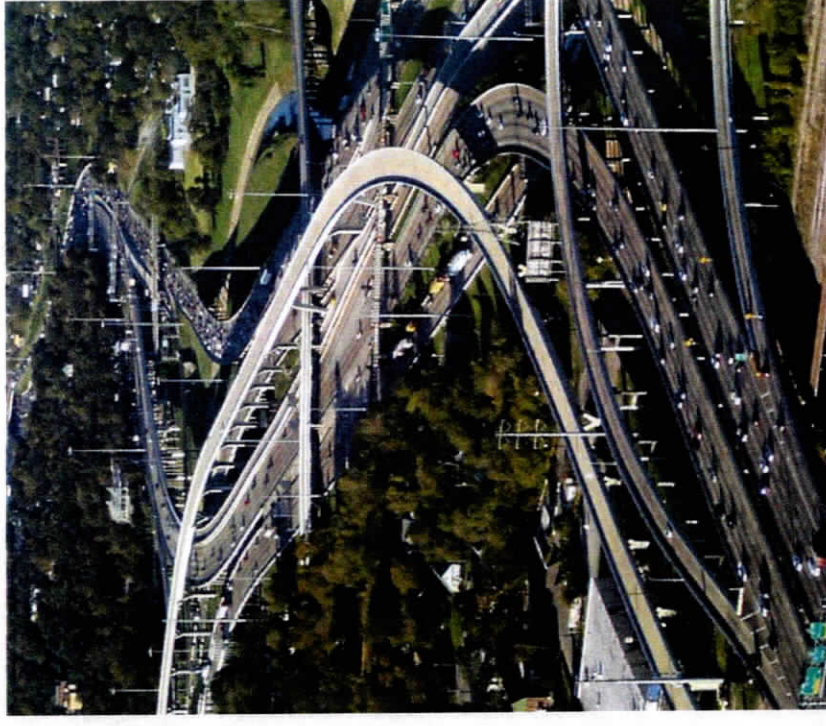
Overview

- Recently there have been some updates to the Municipal Maintenance Agreement
- Changes to City and State responsibilities for Controlled and Non-Controlled Access roadways
- Both parties should periodically check in to reflect changes to State Highway System



General Conditions

- Updated agreement includes specific code numbers for traffic regulations, signs, signals, and pavement markings
 - Adds information and clarity for lighting projects, permitted landscaping, sidewalks, and other accessibility related items
 - Includes new sections on mailbox supports and markings, roadside barriers, and structural support at bridges, culverts, drainage pipes, embankments, and retaining walls
- All of which are State responsibility



General Conditions: Drainage Requirements

State Requirements

- Responsible for structural maintenance and repair of drainage facilities within the ROW and State drainage easements

City Requirements

- Responsible for regular cleanups and litter control to ensure that drainage facilities are clear
- City still responsible for structural repair and maintenance outside of the ROW but within its corporate limits



General Conditions: ADA Items and Sidewalks

- New construction of sidewalks or other accessibility-related items by either Party should comply with current ADA standards
- **State** is responsible for structural maintenance and repair of these items
- **City** is responsible for the maintenance of these accessibility-related items, including keeping them clear of debris and vegetation



Non-Controlled Access

City Responsibility

August 31, 2023

Non-Controlled Access – City Responsibility

- City responsible for parking restrictions, crosswalks, signage and marking of intersecting streets, privately owned utilities, pavement sweeping, mowing and litter cleanup, ice control, and more
 - Mostly remains unchanged from original agreement, just adds clarity
- Specifies that the City's is still **responsible** for cleanup and litter control of drainage facilities **outside** of the right of way



Non-Controlled Access

State Responsibility

August 31, 2023

Non-Controlled Access – State Responsibility

- Provides clarity that State is responsibilities for school safety devices and installation and operation of traffic signals in cities of less than 50,000 people
- Otherwise, **almost identical** to old agreement
 - Responsible for maintaining the travel surface and shoulders
 - Assist in mowing, sweeping, and ice control when requested by the City and if State resources are available



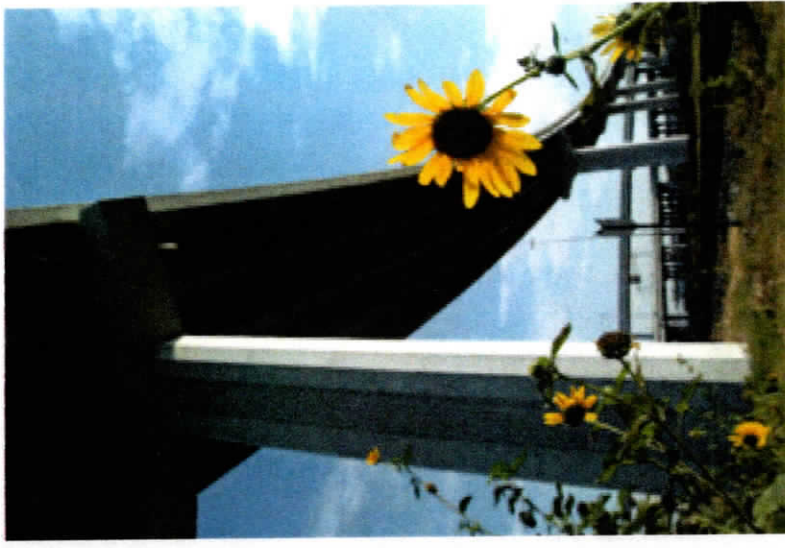
Controlled Access

City Responsibility

August 31, 2023

Controlled Access – City Responsibility

- The City is responsible for cleaning and sweeping any pavement that is not the traveled surface or shoulders, **including** underneath grade separated structures
- The City is responsible for mowing and picking up any litter between the ROW line and outermost curb or crown line of the frontage roads, including around drainage facilities
- The City is responsible for **everything not explicitly defined** as that of the State
 - Everything else remains the same as old agreement



Controlled Access

State Responsibility

August 31, 2023

Controlled Access – State Responsibility

- Mowing and litter cleanup and snow and ice control in the Right of Way are responsibility of the State
 - **Can assist** with these same items between ROW line and frontage roads and on grade separated structures “on the City’s request and if State resourced are available”
- Sweeping, installing school safety devices, and maintenance of drainage facilities **remain State responsibility** within ROW along traveled surface and shoulders



Conclusion

- Updated MMA document provides clarity on responsibility in an easier to read format
- Remains largely the same, with the State retaining responsibility along its Right of Way and the City retaining responsibility elsewhere



Morris County Appraisal District

501 Crockett, Suite 1/PO Box 563

Daingerfield TX 75638

Ph: (903) 645-5601 / Fax: (903) 645-2694

Summer Golden, Chief Appraiser

September 1, 2023

Taxing Jurisdictions;

Re: 2024-25 Selection of Appraisal District Directors

Dear Jurisdictions,

It is time to select Board of Director members for the Morris County Appraisal District for 2024-25. Attached you will find the Director's Manual and the Appointment, Eligibility and Terms are on Page 4. As set out in Section 6.03 of the Property Tax Code, this is done by voting entitlement based on the 2022 tax levy percentage of the units in Morris County. The voting entitlement for the 2024-25 Board of Directors for each taxing unit is attached. The calculation lists the taxing units, amount of taxes imposed, the percentage and the voting entitlement number of each participating unit.

Each tax unit may nominate up to 5 individuals to place on the ballot. Nominee Resolution attached must be completed before October 15 and returned to our office before October 20 to meet the ballot requirement date of October 30. Upon receipt, I will prepare the ballot along with resolution to the presiding officer of each governing body to complete before December 15. Upon receipt of the voting ballot and resolution, I will notify each taxing unit and the candidates of the outcome by December 31st.

Current board members are as follows:

Danny Lilley

Ginger Smith (please see below) VACANCY NOMINATIONS CURRENTLY IN PROCESS

Kenneth Mac Allen (please see below)

Joe Austin II

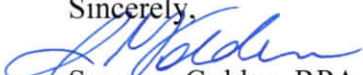
Randy Clayton

Mrs. Smith accepted a position with one of the Taxing Jurisdictions; therefore, she is no longer qualify to serve. She was an asset to our Board and we will miss her.

Mr. Allen requests to be, "Officially Retired." He has served many years on the CAD Board and we are thankful for his service; we will definitely miss his knowledge and dedication.

If you have any questions or concerns, please call.

Sincerely,



Summer Golden, RPA RTA CCA CTA

Encl.



MORRIS COUNTY APPRAISAL DISTRICT

501 Crockett, Suite 1
P.O. Box 563
Daingerfield, Texas 75638
Phone 903-645-5601
FAX 903-645-2694

Summer Golden, RPA • CCA • RTA
Chief Appraiser

September 28, 2023

RE: BOARD OF DIRECTORS VACANCY 2022-2023 TERM

Taxing Jurisdictions;

Pursuant Section 6.03 (I) of the Property Tax Code, the Board of Directors met on Thursday, September 28, 2023 and voted from the Nominations received from each entity to fill the vacancy of Ginger Smith. The Board voted unanimously to fill the vacancy with Fernando Lucha.

If you have any questions, please do not hesitate to contact me.

Board of Directors 2022-2023:

Kenneth Mac Allen
Joe Austin II
Randy Clayton
Danny Lilley
Fernando Lucha

With kindest regards,

A handwritten signature in blue ink, appearing to read 'S. Golden'.

Summer Golden
Chief Appraiser

Encl.

**ORDINANCE
NOMINATION CANDIDATES
FOR
THE MORRIS COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS**

BE IT ORDERED: By the Authority of the State of Texas, given by the Texas Property Tax Laws under Section 6:03 (f) the City of Daingerfield, nominates as candidates for the Morris County Appraisal District Board of Directors, for term beginning, January 1, 2024:

NAME

This ORDINANCE is adopted by the City of Daingerfield, on this _____ day of _____, 2023.

Mayor
City of Daingerfield

Attest:

Secretary
City of Daingerfield

Sec. 2. Residence of city manager.

The City Manager must reside in the City of Daingerfield after his appointment.

Texas Municipal Law & Procedure Manual:

Qualifications of Managers. The manager shall be appointed solely on the basis of the person's administrative ability. The manager is not required to meet any residency qualifications. Tex. Loc. Gov't Code §25.027.

§5.10. Residency Requirements.

(a) Requirement of Residency within City Limits. A municipality cannot require residency within the city limits as a condition of employment, except:

- (1) Candidates for, or holders of, a municipal office including the position on the city council; and
- (2) Department heads appointed by the mayor or city council.

• **Tip:** Rather than mandate residency within the municipality, the city council should consider the more flexible option of requiring that department heads be able to respond to emergencies within a certain amount of time or reside within a certain distance from their primary worksite. Tex. Loc. Gov't Code §150.021.

Daingerfield Animal Shelter Statistics - September 2023

Species	Stray	Owner Surrender	Born At Shelter	Total Intake	Adopted	Rescued	Reclaimed	Euthanized	Relocated	Expired	Total Outcome	Total Left At Shelter	ACO Calls	Phone Calls	Event Visitors	Total Visitors
Cats	5	0	3	8	1	0	0	0	0	0	1	12	5	23		
Dogs	15	0	0	15	3	0	2	3	0	2	10	19	26	54		
Other	0	0	0	0	0	0	0	0	0	0	0	0	9	18	41	38

Daingerfield Animal Shelter Statistics - September 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	Adopted	9/22/2023	
Violet	4/28/2022	Cat	Female	DSH (Black & White)	1 Year	N/A	N/A	
Cornbread	11/23/2022	Dog	Male	Mixed Breed	3 Years	N/A	N/A	
Unity	4/13/2023	Dog	Female	Mixed Breed	10 Months	N/A	N/A	
Soos	6/1/2023	Cat	Female	DSH (Grey Tabby & White)	8 Weeks	N/A	N/A	Returned Adoption (7/26/2023)
Bogie	6/2/2023	Dog	Male	Pit Bull/Lab Mix	8 Months	Euthanized	9/22/2023	Kennel crazy
Cedar	6/16/2023	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A	
Huckleberry	7/6/2023	Dog	Male	Retriever Mix	4 Years	N/A	N/A	
Luke	7/14/2023	Dog	Male	Pit Bull Mix	2 Years	N/A	N/A	
Shuri	7/18/2023	Dog	Female	Mixed Breed	1 Year	Euthanized	9/11/2023	
Freckles	7/31/2023	Dog	Male	Heeler Mix	1 Year	N/A	N/A	
Shep	7/31/2023	Dog	Male	Shepherd Mix	5 Months	N/A	N/A	
Nylah	8/7/2023	Dog	Female	Mixed Breed	9 Months	N/A	N/A	
Waffles	8/7/2023	Dog	Male	Pit Bull Mix	2 Years	N/A	N/A	
Cyrus	8/9/2023	Cat	Male	DSH (Grey Tabby & White)	4 Months	N/A	N/A	
Bellatrix	8/11/2023	Cat	Female	DSH (Grey)	4 Weeks	N/A	N/A	
Vader	8/23/2023	Cat	Male	DSH (Black & White)	5 Months	Adopted	9/16/2023	
Ragnar	9/1/2023	Dog	Male	German Shepherd	6 Years	Adopted	9/8/2023	
Harlem	9/7/2023	Dog	Male	Mixed Breed	1 Year	Adopted	9/16/2023	
Taco	9/8/2023	Cat	Male	DMH (Grey & White)	5 Weeks	N/A	N/A	
Casey	9/11/2023	Dog	Female	Pit Bull	3 Years	Reclaimed	9/11/2023	
Boudro	9/11/2023	Dog	Male	Pit Bull	3 Years	Reclaimed	9/11/2023	
Padme	9/13/2023	Cat	Female	DSH (Black)	1 Year	N/A	N/A	
Gabe	9/15/2023	Dog	Male	Border Collie Mix	1 Year	Euthanized	9/22/2023	Aggression
N/A	9/18/2023	Dog	N/A	German Shepherd Mix	5 Months	DOA	9/18/2023	
N/A	9/18/2023	Dog	N/A	German Shepherd Mix	5 Months	DOA	9/18/2023	
Sugar Smacks	9/19/2023	Dog	Female	Lab Mix	2 Years	N/A	N/A	
Pebbles	9/19/2023	Dog	Female	Lab/Pit Bull Mix	8 Weeks	N/A	N/A	
Trix	9/19/2023	Dog	Female	Lab/Pit Bull Mix	8 Weeks	N/A	N/A	
Honey Smacks	9/19/2023	Dog	Female	Lab/Pit Bull Mix	8 Weeks	N/A	N/A	
Cap'n Crunch	9/19/2023	Dog	Male	Lab/Pit Bull Mix	8 Weeks	N/A	N/A	
Kix	9/19/2023	Dog	Male	Lab/Pit Bull Mix	8 Weeks	N/A	N/A	
Apple Jacks	9/21/2023	Dog	Male	Lab/Pit Bull Mix	8 Weeks	N/A	N/A	
Hemlock	9/22/2023	Cat	Male	DMH (Black w/ White)	10 Weeks	N/A	N/A	
Lilith	9/22/2023	Cat	Female	DMH (Black)	10 Weeks	N/A	N/A	
Noire	9/22/2023	Cat	Female	DMH (Grey Tabby)	10 Weeks	N/A	N/A	
N/A	9/25/2023	Cat	N/A	DSH (Grey Tabby & White)	Newborn	N/A	N/A	Born at Shelter
N/A	9/25/2023	Cat	N/A	DSH (Grey & White)	Newborn	N/A	N/A	Born at Shelter
N/A	9/25/2023	Cat	N/A	DSH (Black & White)	Newborn	N/A	N/A	Born at Shelter
N/A	9/28/2023	Dog	Female	Pit Bull Mix	3 Years	N/A	N/A	PD Call

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

SEPTEMBER 2023

CODE

- High Grass 2
- Junk Vehicle 4
- Tethering 1
- Animal Nuisance 2
- Too many animals 1
- Citations issued 1

Total Corrected: 12

CALLS OF SERVICE: 175

NUMBER OF TRAFFIC CONTACTS: 37

CRASH INVESTIGATIONS: 3

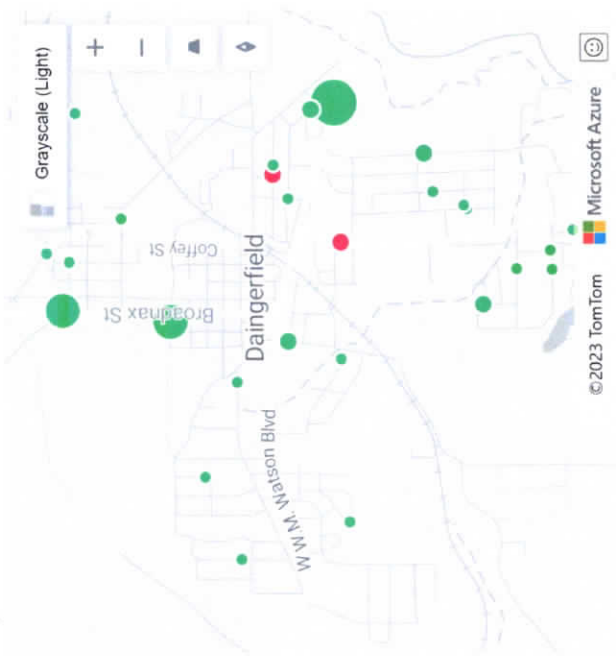
ARREST: 10

LifeNet, Inc.

Nature of Calls



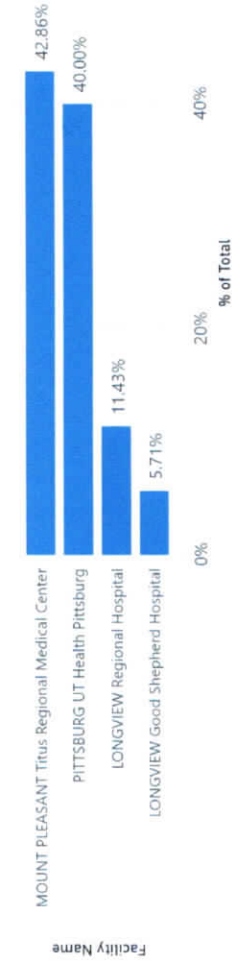
Map



Contract Zone

Contract Zone	Trip Count	% of Total	Response Time Average	Late	Late %
Daingerfield	49	100.00%	00:05:42	3	6.12%
20:59 Emergency [1259 secs]	15	30.61%	00:07:17	3	8.82%
8:59 Emergency [539 secs]	34	69.39%	00:05:00	3	8.82%
Arrival-No Patient Contact	1	2.04%	00:06:39		
Arrival-No patient found	1	2.04%	00:02:09		
Arrival-Refusal No Treatment	6	12.24%	00:04:19		
Arrival-Refusal with Treatment	1	2.04%	00:06:49		
Arrival-Transp Other Agency?	1	2.04%	00:02:07		
Transferred to Hospital	24	48.98%	00:05:16	3	12.50%
Total	49	100.00%	00:05:42	3	6.12%

Destinations



CTRL + click to select multiple contract zones

Contract Zone

Daingerfield

Trip Date

Last 1 Months

9/3/2023 - 10/2/2023

Daingerfield Fire Department

September 2023

Structure Fire	2		
Grass/Woods Fire	1		
Vehicle Fire	2		
Vehicle Collision/Crash	6		
1 st Responder/assist EMS	3		
False Alarm/Smoke Alarm	1		
Utility Line/Tree on line	5		
Hazmat Spill/Traffic control	2		
	Total	21	YTD 160
Responses inside City	10	YTD 86	
Outside City	11	YTD 74	

Estimated Water usage: 5,200 Gallons

September 2023

Detailed Breakdown	
Audio Books	2
Computer	111
DVDs	16
Games & Puzzles	0
Board Books	0
Graphic Novels	7
Spanish	0
Children Fiction	30
Children Nonfiction	1
Junior Fiction	47
Junior Nonfiction	4
Young Adult Fiction	18
Adult Fiction	131
Adult Non Fiction	18
Christian Fiction	23
Western	0
Total	408
YTD Total	3939

Basic Breakdown	
Audiobooks	2
Computer	111
DVDs	16
Games & Puzzles	0
Books	279
Total	408
YTD Total	3939

Totals	
Fax	\$32.00
Copies	\$147.40
Book Donations	\$0.00
Fines Paid	\$0.00

Checkout Counts (includes renewals)	
Patron Category	Count
Adult	277
Juvenile	16
Teens	0
Total	293

New Patron Accounts	
Patron Category	Count
Adult	10
Juvenile	0
Teens	0
Renewal	13
Total	23

Attendance of Activities:			
Total Visitors This Month: 436			
Birth to 5yrs	6-11 yrs	12-18 yrs	Adult
12	50	0	0
			General Public
			9

Monthly Council Report
September 2023

Printed: 10/2/2023

Cases Filed

Penal Count	4	Ordinance Count	3
Traffic Count	24	Parking Count	0
Other Count	0	STEP Count	2
Total Filed		31	

Amounts Collected

Tech Fund	\$ 21.72	Building Security Fund	\$ 25.93
State	\$ 446.51	Fine	\$ 841.00
City	\$ 158.84	Warrant Fee	\$ 0.00
Total Amount		\$ 1,494.00	

Warrants

Issued	0	Recalled	4
Served	0	Outstanding Amount	\$ 350,538.65
Total Amount		\$ 1,347.10	

Dispositions

Paid in Full	6	Credit for Time Served	10
Paid Partial	10	Dismissed	22
Appealed	0	Total Disposed	38

Trials

Jury	0	Total	29
Bench	29		



Citation Offense Count By Stop Type

Number of TRAFFIC Offenses (for *ALL*)	21
Number of CITATIONS	21
No Drivers License (3103)	5
Expired Motor Vehicle Registration (3656)	4
Fail to Maintain Financial Responsibility (3049)	3
Speeding 15+ (6015 - 3001)	2
Speeding 11-15 (6011 - 3001)	1
Fail to Wear Seat Belt/ Driver (3032)	1
Unrestrained Child - Safety Seat Violation (3031)	1
ILLEGAL BACKING (3316)	1
Striking an Unattended Vehicle (3272)	1
Expired Operators License (3259 - 3259)	1
Fail to Maintain Financial Responsibility 2nd Off. (3025 - 3025)	1

Number of NON-TRAFFIC Offenses (for *ALL*)	3
Number of CITATIONS	3
Disorderly Conduct (7002)	1
Assault Family Violence (9999)	1
Unsanitary Conditions (202)	1

**Water Accountability
Report Period
AUGUST 10th - SEPTEMBER 10th
2023**

Location	
City Hall/Police Department	36,100
Library	500
Fire Department	400
Public Works	900
Wastewater Treatment Plant	480,100
Roundabout/Coffey St.	25,100
City Park (sprinkler)	9,800
Animal Shelter	2,100
Total City Usage	555,000
Total Gallons Billed	8,213,900
Fire Fighting Gallons estimate	5,200
Line Flushing estimate	1,997,830
Leaks estimate 8 /10 - 9/10	34,800
Bulk Water - 7/10 - 8/10	
	-
	-
	-
Total Gallons Used	10,806,730
Total Gallons Delivered	12,850,400
Difference	2,043,670
Percentage Unaccounted	16%

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

Personnel

- Number 6 full time employees end of September.
- Comments _____

Streets

- Patching Repaired potholes on Christy Ln, Carey Ln, Bert St, Mt View, North St, Wildwood Rd, Bradfield Rd & Maple Dr.
- Signage Replaced hit stop sign in front of McDonalds.
- Mowing Mowed the easement area in front of McDonalds, along Hwy 259 and South Lift Station, Wastewater Treatment Plant, Union Pumpstation, Fire station, and City Park. Bushhogged right of way down parts of Hwy 11 and Hwy 259
- Tree Trimming Versa boomed down S. Willis, Madison St, Sellars St, Frazier St, Mayberry Rd, Webb St, & Colquit St.
- Drainage N/A
- Miscellaneous Changed out banners from Summer to Fall downtown.
Replaced 3 lights that were out at City Park.

Water

- Leak repairs
 - Service lines Repair a hit service line on 117 Wills from street contractors.
 - Main lines 2" line repair Maple Dr and Park Ln.

- Connections 37
- Disconnections 46
- Meter reading start/end 9/8/23
- Total meters read 1249
- Total customers billed 1059
- Re-reads 8
- Meters Replaced 1
- Pressure checks 1
- Taps installed 0
- Lines Flushed 25
- Fire Hydrants
 - Repaired 0
 - Replaced 1 on Lone Star St
 - Flushed 25

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 359 lbs
- Maintenance/Repairs Replaced gear reducer and bearings on aerator.

- Non-Compliance Aerator issues led to septic discharge causing a fish kill. The issue has been resolved and TCEQ and Texas Parks and Wildlife were notified.
- Explanation Aerator would break down get repaired then break again. As of Friday 9/29/23 aerator has been repaired.
- Waste Water Treated
 - Beginning reading 931570
 - Ending reading 9356076
 - Total treated 4.541 MGD – Avg .151 MGD
 - Rainfall 1.1”
 - Sludge Removal 0 gallons

Lift Station

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

Sewer

- Number Calls 9
- Sewer Repairs 0
- Taps installed 0

Miscellaneous Matters

Delivered 1 Trash Cart. Added valve near intersection of Oak St and Web St.

CASH BALANCE SHEET

TX HERITAGE Bank/NETCU/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 487,299.23	\$ 216,354.70	\$ 299,699.73	\$ 403,954.20
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND	\$ 199,862.66	\$ 4,794.85		\$ 204,657.51
MCBS CHECKING	\$ 19,101.64	\$ 470.15		\$ 19,571.79
MCTF CHECKING	\$ 7,309.60	\$ 402.67		\$ 7,712.27
DDM CHECKING	\$ 2,056.80	\$ 0.82	\$ -	\$ 2,057.62
CHILD SAFETY-SZ	\$ 12,514.17	\$ 7.46	\$ -	\$ 12,521.63
ANIMAL SHELTER	\$ 35,420.57	\$ 528.18		\$ 35,948.75
HOTEL/MOTEL CHCK	\$ 83,225.33	\$ 99.19	\$ -	\$ 83,324.52
PEG FEES SUDDNL	\$ 4,590.46	\$ 1.82	\$ -	\$ 4,592.28
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
CYPRESS CD 02-1059	\$ 127,363.46	\$ 1,444.62		\$ 128,808.08
4.50% 2/8/2024				
CYPRESS CD 02-1060	\$ 127,405.02	\$ 1,477.20	\$ -	\$ 128,882.22
4.60% 8/8/2024				
CYPRESS CD 02-1061	\$ 127,259.58	\$ 1,363.25	\$ -	\$ 128,622.83
4.25% 2/8/2025				
CYPRESS CD 01-1037	\$ 127,259.58	\$ 1,363.25	\$ -	\$ 128,622.83
4.25% 2/8/2025				
CYPRESS CD 01-1040	\$ 252,500.00	\$ 2,767.12	\$ -	\$ 255,267.12
5.00% 4/19/2024				
CYPRESS CD 01-1041	\$ 252,432.88	\$ 2,622.54	\$ -	\$ 255,055.42
4.80% 10/18/2024				
CYPRESS CD 02-1062	\$ 252,534.25	\$ 2,767.50	\$ -	\$ 255,301.75
5.00% 04/19/2024				
CYPRESS CD 02-1063	\$ 252,432.88	\$ 2,622.54	\$ -	\$ 255,055.42
4.80% 10/18/2024				
TX HERITAGE 02-1036	\$ 55,831.46	\$ 213.38	\$ -	\$ 56,044.84
4.5% 6/9/24				
TX HERITAGE 02-1034	\$ 60,907.04	\$ 232.78	\$ -	\$ 61,139.82
4.5% 6/9/24				
TexSTAR-01-1080	\$ 495,742.25	\$ 2,163.80	\$ -	\$ 497,906.05
YIELD- 5.06%				
TexSTAR-02-1080	\$ 370,950.98	\$ 1,619.11		\$ 372,570.09
YIELD- 5.06%				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 21,550.00	\$ -	\$ 21,450.00	\$ 100.00
TX HRTG C.O.B. # 2984	\$ 100.00			\$ 100.00
TX HRTG C.O.B. # 2976	\$ 100.00	\$ -	\$ -	\$ 100.00
GRAND TOTAL	\$ 3,376,811.77	\$ 243,316.93	\$ 321,149.73	\$ 3,298,978.97

** Note- ARPA FUNDS ARE IN CONSOLIDATED ACCOUNT- \$256,842.21

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

Invoice Date	Check Amount	Payee	Method of Distribution	Budgeted	Notes
9/29/2023	\$ (10,902.00)	Schaumburg & Polk	CHECK	Y	2023 Street Upgrades- Street Improvements
9/27/2023	\$ (29,210.21)	Republic Services	CHECK	Y	Trash Services
9/26/2023	\$ (5,467.82)	Hess Furniture	CHECK	Y	Mower
9/25/2023	\$ (45,999.00)	SPI-Rayford Truck and Tractor	CHECK	Y	Street Project- Street and Drainage Improvements - Street Improvements
9/22/2023	\$ (7,246.89)	IRS	EFT	Y	Payroll Taxes
9/21/2023	\$ (21,662.95)	Payroll	Bank Draft	Y	Payroll
9/18/2023	\$ (7,139.64)	Morris County Appraisal District	CHECK	Y	Quarter Assessments
9/15/2023	\$ (16,000.00)	Adam's Aire	CHECK	N	Budget Amendment Done 9/11/23 - 2 AC Units at City Hall
9/15/2023	\$ (19,026.88)	NETMWD	CHECK	Y	Treated Water
9/8/2023	\$ (7,503.60)	IRS	EFT	Y	Payroll Taxes
9/7/2023	\$ (15,759.11)	TML	EFT	Y	Health Insurance
9/7/2023	\$ (22,480.22)	Payroll	Bank Draft	Y	Payroll
9/6/2023	\$ (5,013.05)	Voyager-Fleet	EFT	Y	Monthly Fuel
9/5/2023	\$ (6,984.40)	Capital One	EFT	Y	Monthly Credit Card Statement
9/5/2023	\$ (7,519.34)	TMRS	EFT	Y	Retirement
(\$227,915.11)					

Minutes of Regular Meeting
Northeast Texas Municipal Water District
Board of Directors
August 28, 2023 – 10:00 a.m.

The Board of Directors of the Northeast Texas Municipal Water District met in an open meeting on Monday, August 28, 2023, at 10:00 A.M. The meeting was held at Northeast Texas Municipal Water District's Executive Office located at 4180 Farm Road 250 S, Hughes Springs, Texas 75656. Notice of the meeting was legally posted. A quorum was present. An opportunity was provided for public comments before any action was taken by the Board of Directors.

Present:	Jack Salmon, Jr.	-	City of Avinger
	Patrick Smith	-	City of Pittsburg
	George Otstott	-	City of Jefferson
	Saundra Wexler	-	City of Lone Star
	Robyn Shelton	-	City of Hughes Springs
	Stan Wyatt	-	City of Daingerfield
	Jimmy E. Cox	-	City of Ore City
Staff	Wayne Owen	-	NETMWD
	Osiris Brantley	-	NETMWD
	Dominik Sobieraj	-	NETMWD
	Robert Speight	-	NETMWD
	Aracely Reyes	-	NETMWD
Virtual	Brian Sledge		
	Walt Sears		
Guests	Chris Ekrut		
	Travis Lambert		
	Randy Rushing		
	Jason Spencer		
	Kelly Spencer		
	Cody Wommack		

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

On a motion by Saundra Wexler and a second by Jimmy Cox, minutes for the July 24, 2023, meeting were approved. Motion carried, all voting aye.

Jack Salmon made a motion to approve the monthly investment report, to approve financial reports on all current accounts and funds, and pay invoices for professional services. Stan Wyatt seconded the motion. Motion carried, all voting aye except Patrick Smith voting nay.

Dominik Sobieraj gave the Operations Manager report:

Raw water quality is moderate. We had to go up in Alum dosage to counter water quality issues. Current dosage range (70mg/l – 80mg/l)

PITTSBURG

- Working on chlorine/ammonia feed system (Capital Imp).
- Installed new chlorine analyzer for finished water / TCEQ requirements.

TANNER

- All sludge dump plug valves now have gearbox actuators.
- JW Electric finished securing/entrenching 480V line.
- Opened/cut 3 largest and oldest sludge bags – starting to fill sludge drying bed area.
- TCEQ – Public Drinking Water Conference in Austin – August 8, 9.
- Hired new person for vacant operator/trainee position at Tanner Plant.

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- o Scott Barron started Monday, August 14th.
- August 11th – Alum, Ammonia, and Chlorine bid openings
 - o Bid Tabulation
 - o Recommended to award bids to:
 - Chemtrade / Alum / \$368.00 per ton (decreased by \$6/ton)
 - AirGas / Ammonia / \$1,900.00 per ton (decreased by \$820/ton)
 - DPC / Chlorine / \$2,156.00 per ton (increased by \$134/ton)

Patrick Smith made a motion to approve chemical bids for the next fiscal year. Stan Wyatt seconded the motion. Motion carried, all voting aye.

A motion to approve the proposed water supply contract with Bi-County SUD was made by Patrick Smith. Jimmy Cox seconded the motion. Motion carried, all voting aye.

Chris Ekrut from NewGen Strategies & Solutions presented a report on the Treated Water Rate Study and NewGen's recommendations to the Board. Osiris Brantley presented the Regional Water Supply, Lake O' the Pines Southside, and all other budgets for Fiscal Year 2023-2024. No public comments were made.

After a discussion over the Fiscal Year 2023-2024 budget, Cody Wommack made a public comment. Robyn Shelton made a motion to approve the 2023-2024 budget as presented and adopt the new water rate at \$2.59 for member cities, and \$4.01 for non-member cities. Jack Salmon seconded the motion. Motion carried all voting aye, except Patrick Smith voted no.

The District's General Counsel, Brian Sledge, updated the Board on the Railroad Commission's approval of Luminant's amendment to the reclamation plan that involves a project with NETMWD to develop additional water resources in the upper basin.


Randy Rushing made a Clean Rivers Program presentation on biological work they have conducted in the Cypress Creek Basin. Patrick Smith made a motion to award a contract for professional services provided in compliance with the TCEQ Clean Rivers program. Sandra Wexler seconded the motion. Motion carried, all voting aye.

During the General manager's report, Mr. Owen spoke about the upcoming TWCA Fall conference in the first week of November 2023. On a motion by Robyn Shelton, and a second by Jimmy Cox, sponsorship for TWCA's Fall conference was approved. Motion carried all voting aye except Stan Wyatt voting no.

On a motion by Jimmy Cox and a second by Jack Salmon, the next meeting of the Board of Directors was set for September 25, 2023. Motion carried, all voting aye.

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

APPROVED:



George Otstott, President

ATTEST:

