
AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session Monday, May 12, 2025, 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. **Public Hearing**
 - A. Conduct Public Hearing on Designation of a Reinvestment Zone and Consideration of a Tax Abatement Agreement.
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 April 14, 2025

6. **Business**

Discuss, Consider, and Possibly Take Action Regarding:

- A. Canvass Returns of the General Election of May 3, 2025
- B. Deliberate and Take Action to Approve Ordinance No 05032025 Declaring the Results of General Election Held in the City of Daingerfield, on May 3, 2025.
- C. Administer the Issuance of Certificates of Election, the Statement of Officer and Oath of Office, to newly elected Members Ben Ramirez, David Hood and Mike Carter.
- D. Deliberate and Take Action on Ordinance No 05122025 Creating Reinvestment Zone for Daingerfield 259, LLC (Cubbies Daingerfield Project).
- E. Consideration and Approval of Terms for Drafting a Tax Abatement Agreement for Daingerfield 259, LLC (Cubbies Daingerfield Project).
- F. Discuss and act upon a Resolution Approving the Execution and Delivery of a Grant Agreement for Water System Improvements; and Resolving Other Matters Relating to the Subject.
- G. Discuss and act upon an Ordinance 05122025-1 Authorizing the Issuance of City of Daingerfield, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2025B, in the Principal Amount of \$385,000 to Fund Water System Improvements and Awarding the Sale of Such Certificates of Obligation to the Texas Water Development Board; and Resolving Other Matters Relating to the Subject.
- H. Discuss and act upon a Resolution Authorizing and Directing Establishment of Construction Account with Depository Bank Pursuant to Grant Agreement; Appointing Authorized Signatories with Respect to Such Accounts; And Resolving Other Matters Relating To The Subject.
- I. Deliberate and Take from the Table Agenda Item to Hear, Discuss, Review and Possibly Take Action on a Request from Aaron Hyde to allow a variance on City Ordinance Section 44-48 Truck Routes.
- J. Deliberate, Consider and take action on a Request from Aaron Hyde to allow a variance on City Ordinance Section 44-48 Truck Routes.
- K. Deliberate and Act on Open-Ended Waiver Allowing the City's Electrical Inspector to Perform Electrical Work within the City Limits.
- L. Deliberate and act on Request for Approval of Oversized Freestanding Sign located at Capstone Healthcare - 507 E WM Watson Blvd.
- M. Review, discuss, and possibly appoint Northeast Texas Municipal Water District Director to represent the City of Daingerfield.
- N. Deliberate and act to approve the Daingerfield Economic Development Corporation's request to use Type B funds for the purchase and installation of four (4) park benches in the City Park.
- O. Deliberate and act to approve the Daingerfield Economic Development Corporation's request to implement a mural program.

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

- A. Animal Shelter, EMS, Fire, Library, Municipal court, Police, Public Works
- B. Financial
- C. City Manager
 - i. CPM Update, Set June Meeting, Code/PD changes

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

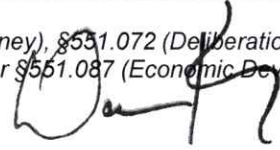
- A. Economic Development Corporation

8. **Adjournment.**

Note: This meeting shall be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the City Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections

AGENDA

551.071, and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), and/or §551.087 (Economic Development). All items listed above are eligible for Council discussion and/or action.



Wade Kerley, Mayor

I, Amanda Sanders, certify that the above notice of meeting was posted in a public place before 4:30 p.m. on Friday, May 9, 2025.



Amanda Sanders, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES
May 12, 2025

2. Invocation, Pledge of Allegiance and Texas Pledge.

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

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

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

4. Public Hearing

- A. Conduct Public Hearing on Designation of a Reinvestment Zone and Consideration of a Tax Abatement Agreement:** Notice of the Public Hearing on page 6 was published in the May 1, 2025, issue of the Steel Country Bee.

5. Consent

Discuss, Consider, and Possibly Take Action Regarding

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

- B. Deliberate and Act to Approve Minutes of April 14, 2025:** Draft Minutes are on page 7-10

6. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. Canvass Returns of the General Election of May 3, 2025:** City Secretary Amanda Sanders has Envelope 1, Early voting tally, and Envelope 1, election day tally, to be given and opened by Mayor Kerley to be canvassed.
- B. Deliberate and Take Action to Approve Ordinance No 05032025 Declaring the Results of General Election Held in the City of Daingerfield, on May 3, 2025:** Ordinance on pages 11 - 12
- C. Administer the Issuance of Certificates of Election, the Statement of Officer and Oath of Office, to newly elected Members Ben Ramirez, David Hood and Mike Carter:** Amanda Sanders will administer the Oaths of Office and Newly Elected members will take their seat. Not an action item by council.
- D. Deliberate and Take Action on Ordinance No 05122025 Creating Reinvestment Zone for Daingerfield 259, LLC (Cubbies Daingerfield Project):** Ordinance and Exhibit A on pages 13-16.
- E. Consideration and Approval of Terms for Drafting a Tax Abatement Agreement for Daingerfield 259, LLC (Cubbies Daingerfield Project):** To discuss and agree upon the terms for drafting a tax abatement agreement with Daingerfield 259, LLC, in connection with the proposed Cubbies Daingerfield development project. Tax Abatement criteria and considerations on page 17-19. Application memo review and recommendations on page- 20-22.
- F. Discuss and act upon a Resolution Approving the Execution and Delivery of a Grant Agreement for Water System Improvements; and Resolving Other Matters Relating to the Subject:** Will Smith with SPF is here to answer any questions. Resolution on page 23-24
- G. Discuss and act upon an Ordinance 05122025-1 Authorizing the Issuance of City of Daingerfield, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2025B, in the Principal Amount of \$385,000 to Fund Water System Improvements and Awarding the Sale of Such Certificates of Obligation to the Texas Water Development Board; and Resolving Other Matters Relating to the Subject:** Ordinance on page 25-51.
- H. Discuss and act upon a Resolution Authorizing and Directing Establishment of Construction Account with Depository Bank Pursuant to Grant Agreement; Appointing**

Authorized Signatories with Respect to Such Accounts; And Resolving Other Matters Relating To The Subject: Resolution on page 52-53.

- I. **Deliberate and Take from the Table Agenda Item to Hear, Discuss, Review and Possibly Take Action on a Request from Aaron Hyde to allow a variance on City Ordinance Section 44-48 Truck Routes:** This item was tabled at last meeting. Need a Motion to take item from Table.
 - J. **Deliberate, and Consider Taking Action on a Request from Aaronn Hyde to allow a variance on City Ordinance Section 44-48 Truck Routes:** Mr. Hyde is requesting permission to drive his loaded truck and trailer over the city streets not designated as truck routes to reach his home at 106 Hughes St. Citizen request on page 54 Ordinance on page 55. Map of location on page 56. Picture of street view on page 57.
 - K. **Deliberate and Act on Open-Ended Waiver Allowing the City's Electrical Inspector to Perform Electrical Work within the City Limits:** Staff recommendation on page 58. Waiver on page 59. Ordinance 8-94 on page 60. The City Council will consider granting an open-ended waiver pursuant to section 8-94 of the code of ordinances, to allow the City's Electrical Inspector to engage in electrical work within the corporate limits of the city. The waiver will require that an alternative-licensed electrical inspector, approved by the City Manager, conduct all inspections related to any work performed by the inspector. The waiver may be modified or rescinded by the council at any time.
 - L. **Deliberate and act on request for Approval of oversized Freestanding Sign located at Capstone Healthcare- 507 E W M Watson Blvd:** Request for sign variance on page 61, sign details can be found on page 62 and site map on page 63.
 - M. **Review, discuss, and possibly appoint Northeast Texas Municipal Water District Director to represent the City of Daingerfield:** Applications have been open for the past month and advertised on both the website and social media, and the City received one from Mr. Rocky Thommasson. Mr. Thommasson's letter of interest on page 64. Council may convene into executive session if needed to deliberate the appointment.
 - N. **Deliberate and Act to approve the Daingerfield Economic Development Corporation's Request to use Type B funds for the purchase and installation of four (4) park benches in the City Park:** Park Bench information on page 65-66
 - O. **Deliberate and Act to approve the Daingerfield Economic Development Corporation's request to implement a mural program:** Mural Program on pages 67-68
7. **Monthly Departmental Reports:** *Informational reports only; no action to be taken:*
- A. Animal Shelter, Fire, Library, Municipal court, Police, Public Works: Monthly Reports are on pages 69 through 80.
 - B. Financial: Located on pages 81-87.
 - C. City Manager: Located on page 5
8. **Monthly Boards and Commissions Minutes:** *Informational reports only; no action to be taken:*
- A. Economic Development Corporation- Minutes on page 88
9. **Adjournment.**



City Manager's Report

On April 18, the community came together for a highly successful workday at Irvin Park, where volunteers completely restored the park's bleachers, bringing new life to this beloved local space. The turnout and dedication of residents highlighted the strength and spirit of our community, demonstrating what can be accomplished when we work together. We look forward to continuing these efforts through future initiatives aimed at enhancing the quality and appeal of our city.

As many of you know, I have been pursuing my Certified Public Manager (CPM) certification, and I am excited to share that I will graduate on June 9th as one of only 14 participants selected for this prestigious course. I began this journey in December 2023, gaining valuable skills and insights to better serve our community. The final requirement for my certification was a 3,500 to 4,500-word research paper, which I wrote on establishing and sustaining an economic development corporation in a small city – a topic that directly supports our ongoing efforts to strengthen Daingerfield's local economy.

As my graduation ceremony will be held in Round Rock on June 9th, I kindly request that the Council consider moving the regularly scheduled June 9th meeting to June 10th or June 16th to allow for my participation.

There have been some internal shifts within the Police Department and Code Enforcement Department. Officer Claunch and Officer Kirkland have transitioned to new roles, switching departments to better align their skills and strengths with the needs of our city. I believe this change is in the best interests of both departments and will ultimately benefit our community as we work toward our shared goals.

Michelle Jones
City Manager



LOCAL / CLASSIFIEDS

Foundation Receives \$360,000 Gift from Sistrunk Estate

The Northeast Texas Community College (NTCC) Foundation has received a \$360,000 gift from the estate of David and Pat Sistrunk. This generous contribution will establish the NTCC Building Enhancement Fund, dedicated to supporting campus facility improvements and long-term infrastructure needs.

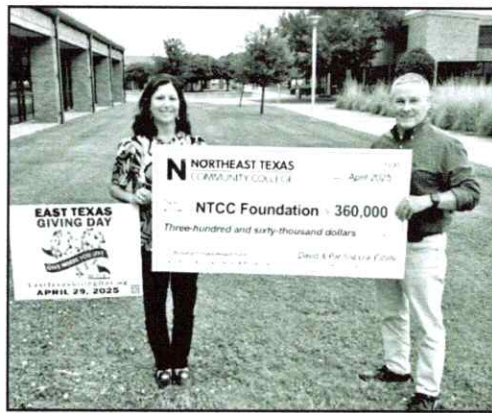
David and Pat Sistrunk were longtime supporters of NTCC, known for their commitment to expanding educational opportunities in the region. Over the years, they established two scholarships at the college, including the David Sistrunk Memorial Work/College Scholarship and the Michael and Nolan Memorial Scholarship.

"The Sistrunks were wonderful friends to the college and it is our honor to be entrusted with this generous donation from

their estate," said Dr. Jon McCullough, NTCC Executive Vice President for Advancement. "This posthumous gift will have a lasting impact on our campus, ensuring that our facilities can continue to support student success for generations to come."

The NTCC Building Enhancement Fund will provide critical resources for maintaining and upgrading college facilities, helping to create a safe, modern, and welcoming environment for students, faculty, and the broader community.

For more information about the NTCC Foundation and opportunities to support its mission, visit www.ntcc.edu/foundation. If you would like to learn more about charitable planned giving, please feel free to reach out to McCullough at 903-434-8115 or mccullough@ntcc.edu.



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LEGAL

PUBLIC NOTICE CITY OF DAINGERFIELD NOTICE OF PUBLIC HEARING ON DESIGNATION OF A REINVESTMENT ZONE AND CONSIDERATION OF A TAX ABATEMENT AGREEMENT

Notice is hereby given that the City Council of the City of Daingerfield, Texas, will hold a public hearing on May 12, 2025, at 6:00PM, at Daingerfield Volunteer Fire Department 823 West W. Watson, Daingerfield, Texas, to consider the designation of a reinvestment zone and the approval of a tax abatement agreement in accordance with Chapter 312 of the Texas Tax Code.

The proposed reinvestment zone is located at College Plat, LT P 3 & LT 4 B LK 388, and includes property owned by Daingerfield 259 LLC, for use by Daingerfield 259 LLC.

The proposed project involves the construction and/or improvement of, commercial development, with an estimated capital investment of \$5,000,000.

The public is invited to attend and provide comment on the designation of the reinvestment zone and the proposed tax abatement agreement. At the public hearing, members of the public will be provided with the opportunity to speak for or against the creation of the reinvestment zone and any proposed tax abatement agreement, the boundaries of the reinvestment zone, and the concept of tax increment financing, and owners of any property in the proposed reinvestment zone are given a reasonable opportunity to protest the inclusion of their property in the zone. Written comments may also be submitted in advance to the City Secretary at Amanda.sanders@cityofdaingerfield.com.

For more information, please contact Michelle Jones, City Manager, at 903-645-3906 ext. 9 or michelle.jones@cityofdaingerfield.com.

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Application has been made with the Texas alcoholic beverage commission for a Beer and Wine permit (B) by F & R CONVENIENCE COMPANY LLC dba Hills Grocery to be located at 304 W 1ST STREET, HUGHES SPRINGS, TX, 75656 owner/officer of said corporation is frank hernani

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TEXAS STATEWIDE CLASSIFIED ADVERTISING NETWORK

TexSCAN Week of April 27-May 3, 2025

AGREEMENT

Waterfront Land Sale — June 7th only, off of Montague Bay, Texas' Newest Waterfront Community! Featuring 13 new properties starting at \$19,500. By appointment on June 7th, 8:00-11:00 a.m.

AUCTION

Land Auction May 22 — 410+ acres commercial, home site acreages, and recreational land offered in 13 parcels for sale & immediate investment of Mount Pleasant along Interstate 30. 918.550.8118. CJ-Auctions.com

Coyote Hills Ranch Production Sale — Sat. May 3, 1 p.m., Chertomopsis, OR. Selling 75 lots of parcels with 13-beds. For live online at www.LiveAuctioneers.com for more information, call 580-784-6779 or view catalog online at www.coyotehillsranch.com

CHARITY

Donate your car, truck, boat, RV and more to support our veterans! Schedule a FAST, FREE, vehicle pickup and receive a tax tax deduction! Call Veterans Car Donations at 1-855-808-1152 today!

EMPLOYMENT

Lake City Area Medical Center is hiring a Mid-Level Provider. Benefit package, retirement, PTO, conference/CT allowance, HSA (\$5,000-\$10,000), EOE. Send CVs to lcmcdirect@lcmcdirect.com or request job description.

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MINUTES OF REGULAR MEETING
CITY COUNCIL – CITY OF DAINGERFIELD

April 14, 2025 – 6:00 P.M.

Daingerfield Volunteer Fire Department, 823 W.W.M. Watson Blvd.

Council Present:

- Mayor Wade Kerley
- Councilmember Vicki Smith
- Councilmember David Hood
- Councilmember Mike Carter

Absent:

- Councilmember Jessie Ayers
- Councilmember Ben Ramirez

City Staff Present:

- City Manager Michelle Jones
- City Secretary/Finance Director Amanda Sanders
- Police Chief Tracey Climer
- Fire Chief Jimmy Cornelius
- Assistant Fire Chief- Travis Miller

Others Present: Josh Sanders-S2F, Lana Choy-LGBS, Chris Lepri, Anita Windham, Jim Goodman, Lisa Crossman-SPI, Chuck Clemmens- Morris County Emergency Management, Michelle Haley-Linebarger, Robert Tollerson, Aaron Hyde, Sherika Denmark, Rodney Rogers, Sheila Hughes, Sylvia Tollerson, Asia Hughes Rogers, Hurshell Hughes, Nicole Kimball-Steel Country Bee

1. Call to Order

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

2. Invocation, Pledge of Allegiance and Texas Pledge led by Mayor Wade Kerley

3. Public Comments

Name(s) and summary of comments:

- Chris Lepri – Spoke about Northeast Texas Municipal Water District Board members and Interim General Manager.
- Rodney Rogers- Spoke regarding the drainage issues on State Street.
- Nelson Roach- Spoke on water sale update and job description for Northeast Texas Municipal Water Districts General Manager position.

4. Presentations (No Action Taken)

A. Presentation by Property Tax Attorneys – Linebarger Goggan Blair & Sampson, LLP

B. Presentation of FY 2023–2024 Audit by Mike Ward, C.P.A- Mike Ward was unable to attend. Amanda Sanders gave an overview of completed audit for Fiscal Year 2023-2024.

5. Consent Agenda

A. Approve Minutes of March 10, 2025

Motion by Councilmember Carter to approve minutes as presented.

Second by Councilmember Hood.

Vote: All in favor, None Opposed

Motion: Carried

6. Business

A. Award Bid – TWDB Project #62916, Contract No. 2 – DWSRF Water System Rehab

Motion by Councilmember Hood to approve TWDB Project #62916, Contract No. 2 – DWSRF Water System Rehab for elevated storage tank.

Second by Councilmember Smith.

Vote: Councilmembers Hood and Smith in favor. Councilmember Carter Opposed

Motion: Carried

B. Approve Short Form Agreement – TWDB RWA #21850, Water System Upgrades

Motion by Councilmember Carter to approve TWDB RWA #21850, Water System Upgrades.

Second by Councilmember Hood.

Vote: All in favor. None Opposed

Motion: Carried.

C. Approve Resolution – Finance Contract for Heavy Equipment

Motion by Councilmember Hood to approve resolution for the purpose of procuring Heavy Equipment.

Second by Councilmember Smith

Vote: All in favor. None Opposed.

Motion: Carried.

D. Request by Aaron Hyde – Variance on Truck Route Ordinance §44-48

Motion by Councilmember Carter to table this request to allow Council additional time to evaluate further before making a decision.

Second by Councilmember Hood.

Vote: All in favor. None Opposed

Motion: Carried

E. Approve Resolution – Authorizing City Manager to Open Donation Account for City Parks

Motion by Councilmember Carter to authorize City Manager to open Donation Account for City Parks. Authorized Signatories remain the same: City Manager-Michelle Jones, City Secretary- Amanda Sanders, Mayor- Wade Kerley, and Mayor Pro Tem- Jessie Ayers.

Second by Councilmember Hood.

Vote: All in favor. None Opposed.

Motion: Carried.

7. Monthly Departmental Reports (Informational Only – No Action Taken)

A. Department Reports:

- ☐ Animal Shelter ☐ Code Enforcement ☐ EMS ☐ Fire
☐ Library ☐ Municipal Court ☐ Police ☐ Public Works

B. Financial Report:

- ☐ Presented by Amanda Sanders

C. City Manager's Report:

- Board Application Process
- Home Depot Grant
- City Projects Update
- Tax Abatement

8. Adjournment

There being no further business, the meeting was adjourned at 6:57 p.m.

Motion by Councilmember Hood

Second by Councilmember Smith

Vote: All in favor

Motion: Carried

Wade Kerley, Mayor

ATTEST:

Amanda Sanders

City Secretary

CITY DAINGERFIELD, TEXAS

ORDINANCE NO. 05032025

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING THREE (3) AT-LARGE CITY COUNCIL MEMBERS FOR THE CITY OF DAINGERFIELD, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an election was duly held in the City Daingerfield, Texas on the 3rd day of May 2025, for the purpose of electing three (3) at-large City Council members; and

WHEREAS, the Mayor and City Council duly canvassed the vote of said election on the day set forth hereinbelow, which is the effective date of this Ordinance;

WHEREAS, the total number of votes cast in this election was **76**; and

WHEREAS, the official returns were opened, examined, and canvassed, the results are declared as follows:

Candidate	Early Votes	Election Day Votes	Total Votes
Ben Ramirez	21	22	43
Brandon Trefero	5	5	10
Mike Carter	20	29	49
David Hood	21	19	40

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

SECTION 1: That the City Council of the City of Daingerfield, Texas, hereby finds and determines that the above and foregoing premises are true and correct and are hereby incorporated herein.

SECTION 2: The City Council officially finds, determines, and declares that:
Mike Carter, Ben Ramirez, and David Hood received the highest number of votes and are hereby declared duly elected as City Council Members (At-Large) of the City of Daingerfield, Texas, to serve until their successors are duly elected and qualified.

SECTION 3: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DAINGERFIELD, TEXAS, on this 12TH day of MAY 2025.**

Wade Kerley, Mayor

ATTEST TO:

Amanda Sanders, City Secretary

ORDINANCE NO. 05122025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, TO BE KNOWN AS 'REINVESTMENT ZONE NUMBER ONE, CITY OF DAINGERFIELD, TEXAS'; DESCRIBING THE BOUNDARIES OF THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daingerfield, Texas (the "City"), pursuant to Chapter 312 of the Texas Tax Code, as amended, Property Redevelopment and Tax Abatement Act (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act;

WHEREAS, the City Council of the City of Daingerfield (the "City Council") desires for the City to consider the creation and designation of a reinvestment zone in the City consisting of approximately 3.526 acres as depicted and described in the attached **Exhibit "A"** (the "Property");

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in The Steel Country Bee a newspaper of general circulation within the City, on May 1, 2025, which date is not later than the seventh day before the public hearing held on May 12, 2025;

WHEREAS, at the public hearing on May 12, 2025, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone;

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone,

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

Section 1. Findings.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the proposed zone meets the requirements of Section 312.202 (d) of the Act in that the creation of the zone and:

- (i) that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the municipality after the expiration of a tax abatement agreement entered into under Texas Tax Code Section 312.204; and
- (ii) is reasonably likely as a result of the designation of the zone to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

Section 2. Designation and Name of the Zone. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number One, City of Daingerfield, Texas (the "Zone"). The Zone is designated pursuant to Section 312.201 of the Act.

Section 3. Duration of the Zone. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The designation of a reinvestment zone expires five years after the date of the designation and may be renewed for periods not to exceed five years in accordance with Section 312.203 of the Act.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

Section 5. Open Meetings. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED and ADOPTED this the 12th day of May, 2025 at a regular meeting of the City Council of the City of Daingerfield, Texas, with the following record vote:

PASSED AND APPROVED on this the 12th day of May, 2024.

ATTEST:

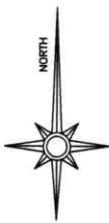
CITY OF DAINGERFIELD, TEXAS

Amanda Sanders, City Secretary

Wade Kerley, Mayor
City of Daingerfield, Texas

RECORD OF VOTE:

Voted in favor of the motion		
Voted against the motion		



Scale: 1" = 100'

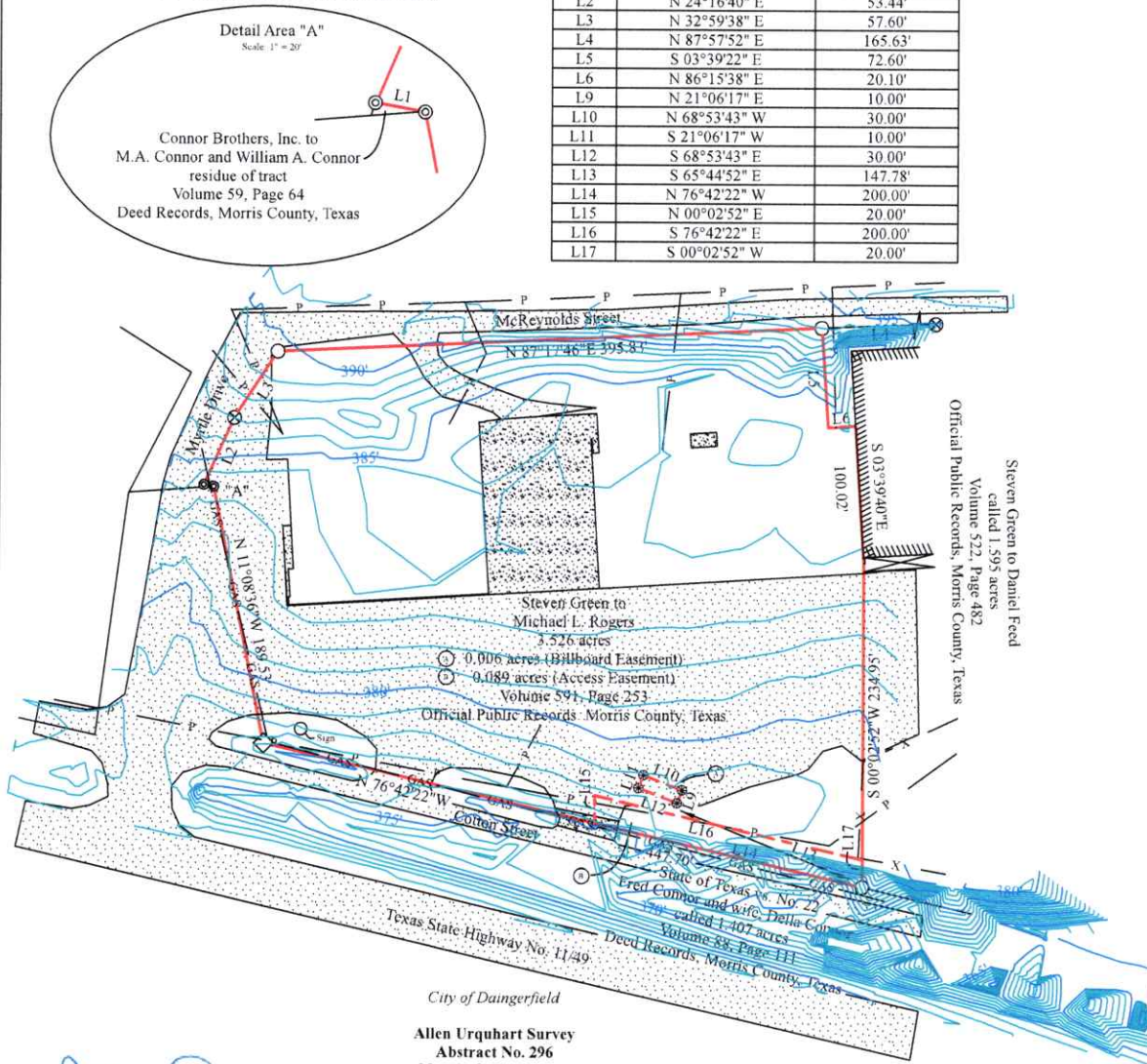
Notes:

- (1) Not all underground utilities shown. The gas pipeline is shown according to signage found. Pavement, boundary, and utility locations are based on a survey performed in April 2021.
- (2) Bearings are based on grid north in NAD83(2011), Texas Coordinate System, North Central Zone (No. 4202), as observed by GNSS during a survey performed in April 2021. Elevations shown are based on NAVD88 as observed by GNSS. The shown contour interval is 1.0'
- (3) The property shown was surveyed based on a provided deed and/or legal description. It is possible one or more tracts have been severed from the subject, and this survey does not intend to describe ownership of all or any part of the subject. Other easements (not shown) may exist and be in use.
- (4) Controlling monuments are the 5/8" iron pipes shown as found and a 5/8" iron pipe found at the easternmost southeast corner of the shown 1.595 acre tract.
- (5) Myrtle Drive is shown as found on the unrecorded Map of Daingerfield as traced by T.O.W. in August 1931, and appears to be a residue of a called 4 1/2 acre tract conveyed to B.C. Hinnant in a Deed found in Volume "A", Page 112 of the Deed Records of Morris County, Texas.
- (6) McReynolds Street is shown as found on the City of Daingerfield Water and Sewer Map on Slide No. 147 of the Plat Records of Morris County, Texas.

- 1/2" iron rod with a cap marked "Denney" previously set
- ⊗ 5/8" iron pipe found
- ◇ 1/2" iron rod found
- ⊙ Railroad spike found
- ⊛ Bridge nail previously set

- P — Power line (overhead)
- GAS — Gas line (underground - approximate location)
- ===== Edge of building
- - - - - Easement boundary line (as noted)

Course	Bearing	Distance
L1	N 79°52'52" W	7.39'
L2	N 24°16'40" E	53.44'
L3	N 32°59'38" E	57.60'
L4	N 87°57'52" E	165.63'
L5	S 03°39'22" E	72.60'
L6	N 86°15'38" E	20.10'
L9	N 21°06'17" E	10.00'
L10	N 68°53'43" W	30.00'
L11	S 21°06'17" W	10.00'
L12	S 68°53'43" E	30.00'
L13	S 65°44'52" E	147.78'
L14	N 76°42'22" W	200.00'
L15	N 00°02'52" E	20.00'
L16	S 76°42'22" E	200.00'
L17	S 00°02'52" W	20.00'



John W. Denney
John W. Denney
Registered Professional Land Surveyor No. 6516
Licensed State Land Surveyor
Denney Land Surveying, LLC
Firm Registration No. 10194010
PO Box 451
Mount Pleasant, TX 75456
Office: 903-577-0424
Fax: 903-577-0425
Email: john@denneylandsurveying.com
Job No. 2022-D164
CRD 2020-D027
Date of plat: August 8, 2022

City of Daingerfield
Allen Urquhart Survey
Abstract No. 296
Morris County, Texas

TOPOGRAPHIC SURVEY
(not a boundary survey) of an area at Cotton
Street, Myrtle Drive, and McReynolds Street in
Daingerfield, Morris County, Texas



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.



TO: Daingerfield City Council
FROM: City Manager
DATE: May 12, 2025
SUBJECT: Tax Abatement Application – Cubbies Daingerfield

Dear Council Members,

The purpose of this memorandum is to provide a detailed assessment of the tax abatement application submitted by Daingerfield 259, LLC, for the Cubbies Daingerfield project. This memo outlines how the application aligns with the City's Policy, Guidelines, and Criteria for Granting Tax Abatement and identifies areas where additional documentation or clarification may be needed.

Key Criteria Met by the Application:

1. Minimum Capital Investment

- The project investment amount is listed as \$5,000,000, which significantly exceeds the \$50,000 minimum required under the policy.

2. Job Creation and Retention

- The project is expected to create 15 full-time equivalent (FTE) jobs, meeting the minimum requirement of at least 2 permanent FTE jobs as specified in the guidelines.

3. Economic Impact and City Goals

- The project aligns with the City's economic goals by adding \$4.5 million in annual fuel sales and \$2.4 million in retail product sales, directly supporting the expansion of the local tax base.

4. Property Location and Zoning Compliance

- The property, located at College Plat, LT PT 3 & LT 4 BLK 388, is within the City's jurisdiction and meets current zoning requirements, as confirmed in the application.

5. Legal and Financial Compliance

- The applicant has confirmed that all taxes are current, and no outstanding litigation exists, satisfying the legal compliance criteria of the policy.

6. Reinvestment Zone





- The reinvestment zone for this project is on the agenda for Council approval, aligning with the requirement that the property be within a designated zone before tax abatement can be granted.

Areas for Further Clarification or Additional Documentation:

1. Employee Salary Threshold

- While the policy encourages jobs with salaries in excess of \$40,000 annually, the application lists an average salary range of \$30,000 to \$60,000.

2. Project Schedule and Financial Statements

- The application lacks a clear project timeline and complete financial statements, both of which are required for full compliance. This may be cleared up as soon as a plan is agreed upon with TXDOT.

3. No Projected Adverse Effects

- The applicant has indicated that no significant adverse impacts on public services, health, safety, or the environment are expected from the proposed project. This aligns with the City's policy requirement to avoid negative community impacts.

4. Local Hiring Plan

- The applicant has indicated that most of the estimated 15 full-time equivalent jobs will be filled by residents.

5. Additional Supporting Documents

- The guidelines require several supporting documents, including financial projections. These items should be provided to complete the application.

Recommended Abatement Terms:

Based on the application's alignment with the City's economic goals and the capital investment size, the following terms are recommended for Council consideration:

- **Term Length:** 7 years, consistent with the policy for projects under \$10,000,000.
- **Abatement Percentage:** 100% in years 1-5, decreasing incrementally to 80% in year 6, and 60% in year 7.





- **Performance Benchmarks:** The applicant should be required to create and maintain the projected 15 FTE jobs and demonstrate annual sales targets as outlined in the application.
- **Local Hiring Commitment:** Include a clause requiring reasonable efforts to hire locally, with regular reporting on the percentage of local hires.
- **Compliance and Recapture:** Standard recapture provisions should apply if the applicant fails to meet the agreed-upon investment, employment, or operational milestones.

Next Steps:

Following Council approval of the reinvestment zone designation, the next steps will include finalizing a formal tax abatement agreement, conducting a detailed review of the financial documents, and verifying the local hiring commitments.

Please let me know if you have any questions or require additional information as you consider this application.

Sincerely,

Michelle Jones
City Manager
City of Daingerfield, Texas



5. The engagement of McCall, Parkhurst & Horton L.L.P. as bond counsel to the City in connection with issuance, sale and delivery of public securities and the receipt of financial assistance from the Texas Water Development Board, such as the Grant. The execution and delivery of an engagement letter between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro-Tem of the City, and the Mayor or Mayor Pro-Tem is hereby authorized to execute such engagement letter.

6. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND APPROVED by the City Council of the City of Daingerfield, Texas, on May 12th, 2025.

ATTEST

Mayor

City Secretary

Resolution Approving the Execution and Delivery of a
Grant Agreement – Rural Water Assistance Fund
Between the Texas Water Development Board and the City of Daingerfield, Texas

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DAINGERFIELD, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2025B, IN THE PRINCIPAL AMOUNT OF \$385,000 TO FUND WATER SYSTEM
IMPROVEMENTS AND AWARDDING THE SALE OF SUCH CERTIFICATES OF
OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD

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

WHEREAS, the City Council of the City of Daingerfield, Texas (the “Issuer”) deems it advisable to issue certificates of obligation (the “Certificates of Obligation” or the “Certificates”) in the amount of \$385,000 for the purpose of paying all or a portion of the Issuer’s contractual obligations incurred in connection with: (i) acquiring, constructing, and installing additions, improvements, extensions, and equipment for the Issuer’s waterworks and sewer system, including without limitation treatment facilities, storage facilities, lines, wells, lift stations, manholes, SCADA, pumps, valves, fittings and related infrastructure improvements; and (ii) paying legal, fiscal and engineering fees in connection with such projects; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended, and Chapter 1502, Government Code, as amended; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates of Obligation; and

WHEREAS, said notice has been duly published in a newspaper of general circulation in the Issuer, said newspaper being a “newspaper” as defined in § 2051.044, Texas Government Code, as amended; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said Certificates of Obligation be issued.

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of Obligation of the City of Daingerfield, Texas are hereby authorized to be issued and delivered in the aggregate principal amount of \$385,000 for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with: (i) acquiring, constructing, and installing additions, improvements, extensions, and equipment for the Issuer's waterworks and sewer system, including without limitation

treatment facilities, storage facilities, lines, wells, lift stations, manholes, SCADA, pumps, valves, fittings and related infrastructure improvements; and (ii) paying legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES. Each Certificate of Obligation issued pursuant to this Ordinance shall be designated: "CITY OF DAINGERFIELD, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2025B" and initially there shall be issued, sold and delivered hereunder one fully registered certificate, without interest coupons, dated May 15, 2025, in the aggregate principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 12 hereof), or to the registered assignee or assignees of said certificate or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates of Obligation shall mature on February 15 in the years and in the principal amounts and interest rates set forth below. Interest on each Certificate shall accrue on the basis of a 360-day year consisting of twelve 30-day months from the date of initial delivery or the most recent interest payment date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 15 and August 15 of each year until the principal amount shall have been paid or provision for such payment shall have been made, commencing February 15, 2026, as follows:

Years	Principal Amounts	Interest Rates	Years	Principal Amounts	Interest Rates
2026	\$5,000.00	2.160%	2041	\$10,000.00	3.100%
2027	10,000.00	2.190%	2042	15,000.00	3.160%
2028	10,000.00	2.190%	2043	15,000.00	3.200%
2029	10,000.00	2.240%	2044	15,000.00	3.220%
2030	10,000.00	2.310%	2045	15,000.00	3.260%
2031	10,000.00	2.370%	2046	15,000.00	3.280%
2032	10,000.00	2.480%	2047	15,000.00	3.310%
2033	10,000.00	2.520%	2048	15,000.00	3.330%
2034	10,000.00	2.610%	2049	15,000.00	3.360%
2035	10,000.00	2.680%	2050	15,000.00	3.370%
2036	10,000.00	2.780%	2051	15,000.00	3.390%
2037	10,000.00	2.860%	2052	20,000.00	3.400%
2038	10,000.00	2.920%	2053	20,000.00	3.410%
2039	10,000.00	2.970%	2054	20,000.00	3.410%
2040	10,000.00	3.040%	2055	20,000.00	3.420%

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of BOKF, NA, in Dallas, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates of Obligation (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate of

Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign said Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and the Certificates of Obligation shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, the duty of conversion and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Certificate of Obligation, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Texas Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed

and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date (hereinafter defined), the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(e) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest

of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts; provided that while the Texas Water Development Board (the "Board") is the holder of the Certificates, the DTC services shall not be discontinued by the Issuer until the Issuer has received the written consent thereto of the Board. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(f) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(g) Successor Paying Agents. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity having trust powers to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal payment or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Cancellation of Initial Certificates. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 12 or its designee, executed by manual or facsimile signature of the Mayor or the Mayor Pro-tem and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificates, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for

each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(i) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-___	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF DAINGERFIELD, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2025B	PRINCIPAL AMOUNT \$ _____
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<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
_____%	May 15, 2025	February 15, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Daingerfield, in Morris County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of delivery hereof (which date appears in the Delivery Certificate endorsed on this Certificate) at the Interest Rate per annum specified above. Interest is payable on February 15, 2026 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date, such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of

authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND ANY INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of BOKF, NA in Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Texas Water Development Board, or such other Registered Owner, requested by, and at the risk and expense of, the Registered Owner; provided, however, that if this Certificate of Obligation is owned by the Texas Water Development Board, principal and interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated as of May 15, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$385,000 for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with: (i) acquiring, constructing, and installing additions, improvements, extensions, and equipment for the Issuer's waterworks and sewer system, including without limitation treatment facilities, storage facilities, lines, wells, lift stations, manholes, SCADA, pumps, valves, fittings and related infrastructure improvements; and (ii) paying legal, fiscal and engineering fees in connection with such projects.

ON AUGUST 15, 2035, or on any date thereafter, the Certificates may be redeemed prior to their scheduled maturities, in inverse order of their maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity or maturities and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount thereof, plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures

satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of the Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's Waterworks and Sewer System (the "System") described below, to wit: the Surplus Revenues of the System, which are the revenues of the System that remain (i) after payment of any and all operation and maintenance expenses thereof (constituting the "Net Revenues" of the System) and (ii) after payment of any and all debt service, reserve and other requirements in connection with any and all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from the surplus revenues or Net Revenues, all as provided in the Certificate Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor or the Mayor Pro-Tem of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary

Mayor

(SEAL)

(b) [Form of Delivery Certificate]

DELIVERY CERTIFICATE

This Certificate of Obligation was delivered to and paid for by the Purchaser thereof on _____.

(c) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

BOKF, NA
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee.)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(f) [Initial Certificate Insertions]

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF DAINGERFIELD, TEXAS, in Morris County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of delivery hereof (which date appears in the Delivery Certificate endorsed on this Certificate) at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2026 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1" .

Section 5. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" has been created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 6. PLEDGE OF SURPLUS REVENUES. (a) The Certificates, together with other obligations of the Issuer, are additionally secured by a pledge of the revenues of the Issuer's Waterworks and Sewer System (the "System") that remain (i) after payment of all operation and maintenance expenses of the System (constituting the "Net Revenues" of the System) and (ii) after payment of any and all debt service, reserve and other requirements in connection with any and all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from the surplus revenues or Net Revenues (such revenues, constituting the "Surplus Revenues" of the System). The Surplus Revenues are hereby pledged to secure the payment of the Certificates. The Issuer shall maintain sufficient rates and charges for the payment of System operations and, if Surplus Revenues are used in lieu of ad valorem taxes for the payment of the debt service requirements of

System debt, such rates and charges shall produce sufficient Surplus Revenues therefor. If Surplus Revenues are required for the payment of debt service on the Certificates, the Issuer shall deposit Surplus Revenues to the credit of the Sinking Fund created pursuant to Section 5, to the extent necessary to pay the principal of the Certificates.

(b) Notwithstanding the requirements of Section 5, if Surplus Revenues or other lawfully available funds of the Issuer are actually on deposit in the Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the revenues then on deposit in the Sinking Fund.

(c) Notwithstanding the requirements of Section 5 and Section 6(b), if Surplus Revenues and/or other lawfully available funds of the Issuer are not on deposit in the Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, but there are budgeted for collection revenues ("Budgeted Revenues") in sufficient amounts to pay the principal coming due on the Certificates in any year, then, subject to the requirements set forth below, the amount of taxes which otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the Budgeted Revenues. In the event that Budgeted Revenues are to be used to pay principal coming due on the Certificates in any year, the Issuer:

- (i) shall transfer and deposit in the Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Sinking Fund equals the amount required for annual debt service on the Certificates; further, the Issuer shall not transfer any funds from the Issuer's Waterworks and Sewer System Fund to any fund other than the Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Sinking Fund; and, provided further that transfers may be made from the Waterworks and Sewer System Fund to an interest and sinking fund, debt service reserve fund, contingency fund or other fund or account established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the Net Revenues (which transfers shall be made in accordance with the provisions of the Ordinance pursuant to which such obligations were issued or incurred) and to any other interest and sinking fund established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the Surplus Revenues (and any such transfers shall be made on a pro rata basis as the transfers made for the benefit of the Certificates);
- (ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Sinking Fund for the repayment of the Certificates; and
- (iii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than 1.10 times debt service requirements of all outstanding System revenue obligations of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall prepare and provide documentation to any holder of a Certificate

who requests same, which evidences the levy of an ad valorem tax rate dedicated to the Sinking Fund, in conjunction with any other legally available funds except System rates and charges, sufficient for the repayment of System debt service requirements.

Section 7. DEFEASANCE OF CERTIFICATES. (A) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of the Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased

Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(f) In the event that the Issuer establishes a defeasance escrow for the Certificates in accordance with Section 7, written notice thereof shall be promptly given to the Texas Water Development Board.

Section 8. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.** (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Chapter 1201, Texas Government Code, as amended, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with

the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 9. CUSTODY, APPROVAL AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor (or in the Mayor's absence, the Mayor Pro-Tem) of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer. The officers, employees and agents of the Issuer, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all certificates, financing statements, instruments, agreements and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Ordinance. In the absence of the Mayor, the Mayor Pro-tem is directed to sign as Mayor on behalf of the Issuer.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period of 3 years or, in the case of refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(j) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder;

(k) the Issuer will not acquire any of the Texas Water Development Board's source series bonds in an amount related to the amount of Certificates acquired by the Texas Water Development Board;

(l) In order to facilitate compliance with the above covenant (i), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code;

(m) For purposes of the foregoing (a) and (b), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, Mayor Pro-tem, City Manager, and/or City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates; and

(n) This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in the City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

(g) Notwithstanding any provision of this Section 11, there shall be no modification of this Ordinance without the written consent of the Texas Water Development Board (while it is a Registered Owner of the Certificates).

Section 12. SALE OF CERTIFICATES OF OBLIGATION. The Certificates of Obligation are hereby sold and shall be delivered to the Texas Water Development Board for cash for the principal amount thereof. In accordance with its Resolution No. 25-029, the Texas Water Development Board will purchase the Certificates, with an amount approved by the Texas Water Development Board to be deposited to the Construction Fund authorized by Section 13 hereof (the "Construction Fund") upon initial delivery of the Certificates, and the balance of the proceeds to

be deposited to the Escrow Account authorized by Section 24 hereof until authorized for transfer to the Construction Fund by the Texas Water Development Board.

Section 13. CONSTRUCTION FUND. There shall be established by the Issuer a separate fund to be designated the "Series 2025B CO Construction Fund" (the "Construction Fund") to be held by the Issuer's depository bank, and upon the delivery of the purchase price for the Certificates, the proceeds from the sale of the Certificates shall be deposited into the Construction Fund. The costs of issuance of the Certificates, which include legal, fiscal and engineering fees, may be paid from the Construction Fund. The cost of the construction of the Project will be paid from this Construction Fund upon direction of the City Council of the Issuer. All interest and profits from investments made with moneys in the Construction Fund shall remain on deposit in the Construction Fund as a part thereof. After completion of the payment of all costs of the Project, any residue remaining in the Construction Fund shall be applied in accordance with Section 15 hereof.

Section 14. INVESTMENTS; COLLATERALIZATION OF PROCEEDS. Proceeds of the Certificates shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "PFIA"), and the Public Funds Collateral Act, Chapter 2257, Texas Government Code, (the "PFC"). Money in any fund established pursuant to this Ordinance may, at the option of the Issuer, be invested in eligible investments described in the PFIA, consistent with the investment policy of the Issuer, as approved by the City Council of the Issuer. All investments shall be made in such manner as will, in the opinion of the Issuer, permit the money required to be expended from any fund to be available at the proper time or times as expected to be needed. Any uninvested, uninsured proceeds of the Certificates shall be subject to the PFC.

Section 15. SURPLUS PROCEEDS. Notwithstanding any other provision of this Ordinance or the Certificates restricting early redemption of the Certificates, the Issuer shall use any surplus proceeds from the Certificates that are determined to be surplus funds remaining after completion of the project and completion of a final accounting in a manner as approved by the Texas Water Development Board's ("TWDB") Executive Administrator (the "Executive Administrator"), including without limitation to redeem, on any date, the Certificates owned by the TWDB, at a price of par plus accrued interest to the date fixed for redemption.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council of the Issuer.

Section 17. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The provisions of this Section shall apply so long as the Certificates, or any of them, are owned by the Texas Water Development Board. The Issuer hereby agrees to comply with all conditions set forth in TWDB Resolution No. 25-029, which conditions are incorporated herein.

(a) Annual Audit Reporting. The Issuer shall provide the Texas Water Development Board with an annual report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant, to be submitted without charge within 180 days of the close of each fiscal year.

(b) Water Conservation Program. The Issuer agrees and covenants that it will implement and maintain an approved water conservation program in accordance with 31 TAC § 363.15.

(c) Covenant to Abide with Rules. The Issuer will abide with all applicable laws of the State of Texas and Rules of the Texas Water Development Board relating to the loan of funds evidenced by the Certificates and the Project for which the Certificates are issued, sold and delivered, including but not limited to 31 TAC Chapter 363 and 365.

(d) Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates or this Ordinance that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(e) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the Texas Water Development Board from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, removal and off-site disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(f) Covenant Regarding Taxes and System Rates. The Issuer hereby agrees that, for so long as the Certificates are outstanding, to levy a tax and/or maintain and collect sufficient rates and charges to produce System revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Certificates.

(g) No Regulation of Firearms. The Issuer shall immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).

(h) Environmental Determinations. The Issuer shall comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(i) Insurance. Insurance coverage be obtained and maintained by the Issuer in an amount sufficient to protect the interest of the Texas Water Development Board in the Project.

(j) American Iron and Steel Requirements. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products in the United States, as required by Texas Water Code § 17.183.

(k) Records and Accounts. The Issuer agrees and covenants that it will maintain current, accurate and complete records and accounts regarding the System in accordance with 31 TAC § 365.41.

(l) Final Accounting. The Issuer shall render a final accounting of the cost of the Project to the Texas Water Development Board within 60 days of the completion of the Project. If the total cost of the Project, as finally completed, is less than originally estimated, so that the proper share of the participation by the Texas Water Development Board in the Project is reduced, such surplus proceeds shall be used in accordance with Section 15 hereof.

Section 18. ALLOCATION OF CERTIFICATE PROCEEDS. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the

construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Certificates, if any.

Section 19. **DISPOSITION OF PROJECT.** The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Certificates, if any.

Section 20. **INTEREST EARNINGS ON CERTIFICATE PROCEEDS.** Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other Certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be used as directed in Section 15. It is further provided, however, that any interest earnings on Certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 21. **COMPLIANCE WITH RULE 15c2-12.** (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Issuer shall provide annually to the MSRB, within twelve months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the

Issuer to the extent that such information is customarily prepared by the Issuer and is publicly available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements filed with the Texas Water Development Board as part of the Issuer's application to the Texas Water Development Board, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information that is available to the Issuer by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Notice of Certain Events. (i) The Issuer shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Subsection.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (a) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY

RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 22. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that no petition was received from the qualified electors of the Issuer protesting the issuance of the Certificates.

Section 23. ESCROW AGREEMENT. The Mayor (or in the Mayor's absence, the Mayor Pro-Tem) is hereby authorized and directed to execute and deliver an Escrow Agreement substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor (or in the Mayor's absence, the Mayor Pro-Tem), such approval to be evidenced by his execution thereof.

Section 24. ESCROW ACCOUNT. An escrow account is hereby authorized to be created pursuant to the Escrow Agreement referred to in Section 23. Proceeds of the Certificates shall be deposited to the escrow account and disbursed to the Construction Fund created pursuant to Section 13 upon the authorized release of moneys from the escrow account in accordance with the Escrow Agreement.

Section 25. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 26. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 27. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 28. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 29. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount, which together with capitalized interest received from the sale of the

Certificates, if any, will be sufficient to pay such debt service, and such amount shall be used for no other purpose.

[Remainder of page intentionally left blank]

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

52

- a.) Mayor
- b.) City Manager
- c.) City Secretary

5. That the Authorized Signatories are hereby authorized to enter into, make, sign, execute, perform and do all such acts, consents, signature cards and other agreements necessary in connection with establishment of the Bank Accounts at the Bank.

DULY PASSED AND APPROVED by the City Council of the City of Daingerfield, Texas on May 12, 2025.

Mayor
City of Daingerfield, Texas

ATTEST:

City Secretary,
City of Daingerfield, Texas



Citizens Request to be Placed on the City Council Meeting Agenda

Name: Aaron Hyde Phone: ~~903 285 5377~~
903 285 1774
Meeting Date Requested: April 12th

Question/Issue(describe in detail):

Due to road conditions the only way to get to my residence is by a restricted roadway. Previous theft and unsafe parking leaves no other place to park.

Have you discussed this with the City Manager? Yes ☒ No ☐ When? 3/19/25

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

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

Why is the above response not adequate? Because no resolution was provided.

What is the resolution you seek?(attach additional sheets if

necessary) Permission to travel the small stretch that is restricted or upkeep on the 1 road unrestricted

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

Aaron Hyde

Signature

Note:

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

To be completed by City Staff:

Reviewed by the City Manager: [Signature] Date: 4-3-25

Mayor Signature: [Signature] Date: 4-7-25 Approved ☒ Denied ☐

Citizen notified by: Michelle Jones Date: 4-8-25

Appointment scheduled with City Manager: _____ Time: _____

City of Daingerfield

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

Sec. 44-48. Truck routes, designation; exceptions; penalties.

(a) This section shall be deemed an exercise of the police power of the state, and of the city, for the public safety, comfort, convenience and protection of the city and citizens of said city, and all of the provisions hereof shall be construed for the accomplishment of that purpose.

(b) The following words and phrases, when used in this section shall, for the purposes of this subsection, have the meanings respectively ascribed to them in this subsection:

Pickup truck means vehicles commonly referred to as such with the rating three-quarter ton or less.

Utility trailers means every vehicle without motive power, equipped with either two or four wheels designed to carry light loads and to be drawn by a passenger vehicle, used primarily in and about private residences, and not normally used as a commercial vehicle.

(c) It shall be unlawful for any person to operate or drive a truck tractor, road tractor, truck, or pull a trailer, semitrailer or pole trailer in and upon the public streets of the city, except such street or streets that are herein declared and designated as truck routes or such street or streets that may hereafter be declared and designated as truck routes by the city council of the city; or except under the conditions and provisions hereinafter set out in subsection (e) of this section.

(d) The following streets are declared and designated as truck routes within the city limits of the city.

(1) M. W. Watson Boulevard, being SH 11 running from the east city limits to the west city limits of the city.

(2) Broadnax Street, being SH 49 and US 259, running from the north city limits to the intersection with M. W. Watson Boulevard.

(3) Linda Drive, being US 259 running from intersection with M. W. Watson Boulevard and to south city limits.

(e) Under the following conditions trucks and truck tractors may enter those streets not declared and designated as truck routes:

(1) Where such truck or truck tractor is not loaded or pulling another vehicle, trailer, semitrailer or pole trailer, and its purpose for entering is to go to the operator's residence.

a. In the case of a pole trailer when same is loaded on the tractor, or as commonly referred to as piggy-back, will not be considered loaded;

b. Where entry is made to park such vehicle overnight the same shall be parked off the street.

(2) This section is not to be understood to apply to the following vehicles and, unless otherwise regulated, that they are specifically exempt:

a. Authorized emergency vehicles, as defined in this section.

b. Vehicles making delivery or pickup in such restricted area.

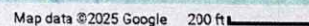
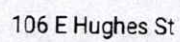
c. Utility trailers, as defined in this section, except such utility trailers shall not be left parked upon the public streets or sidewalks overnight.

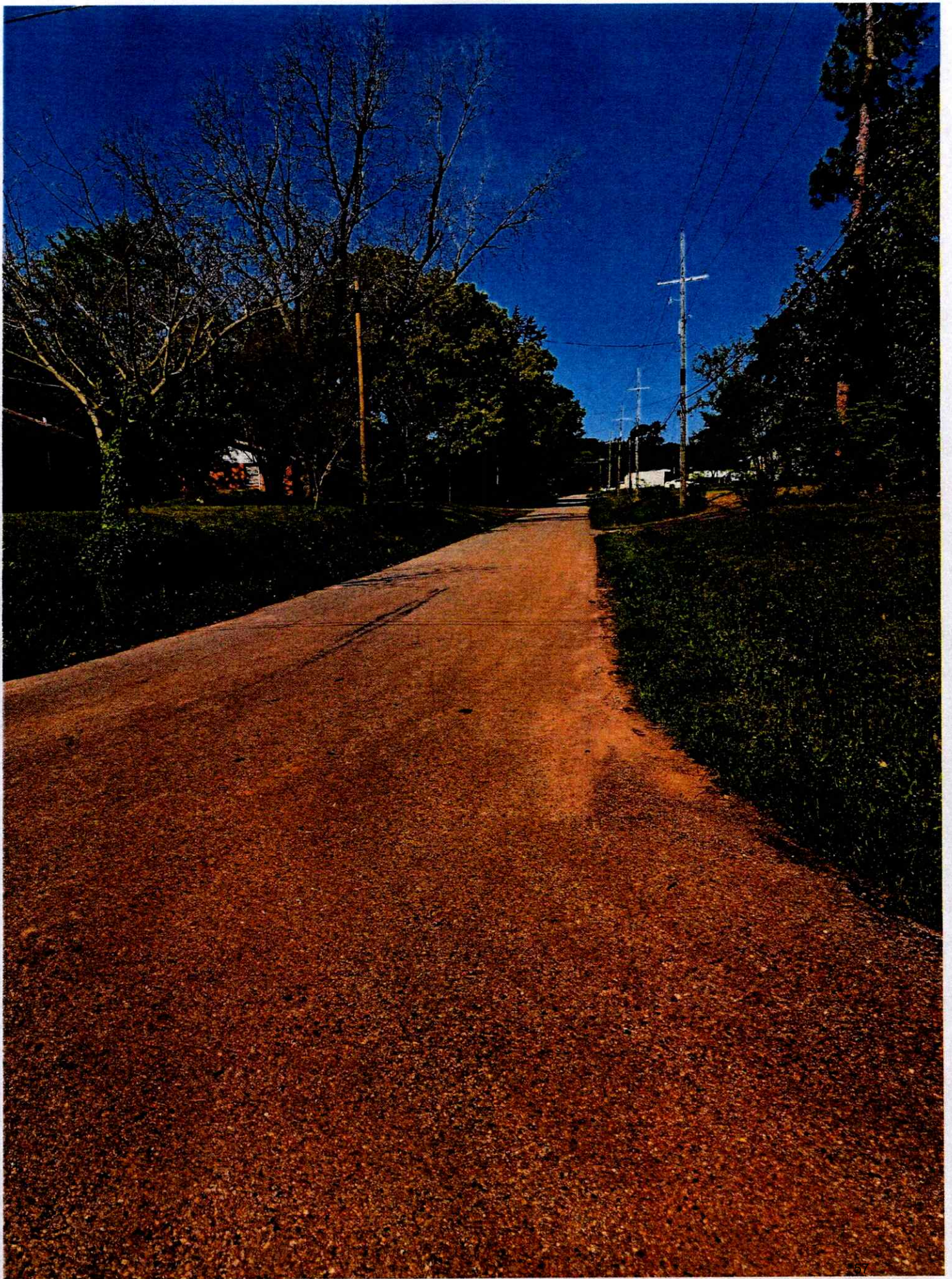
d. Pickup trucks as defined in this section.

e. School buses.

f. Any person, firm or corporation violating any provision of this section or failing to observe any provision hereof shall be deemed guilty of a misdemeanor and upon conviction shall be fined in accordance with section 1-7.

(Code 1970, § 17-57; Code 2003, § 10.1932; Ord. No. 2006-02, 2-13-2006)





CITY OF DAINGERFIELD

TO: Honorable Mayor and City Council

FROM: Michelle Jones, City Manager

DATE: May 12, 2025

SUBJECT: Staff Recommendation – Open-Ended Waiver for Electrical Inspector Participation in City Work

Background:

Section 8-94 of the Daingerfield Code of Ordinances prohibits the City's designated electrical inspector from performing electrical work within city limits unless a waiver is granted by the City Council.

To support the operational flexibility of the City and to allow our current electrical inspector to participate in permitted work when needed, staff recommends the City Council grant an **open-ended waiver** that permits the inspector to engage in electrical work within the City under the following conditions:

Conditions of the Waiver:

1. **The inspector shall not inspect any work** in which they are directly or indirectly involved.
2. An **alternate licensed electrical inspector**, independent from the primary inspector, shall be assigned by the City Manager to inspect all such work.
3. All inspections shall be documented and retained in accordance with the City's standard recordkeeping practices.
4. The waiver may be **modified or rescinded by City Council at any time** upon a finding that continued allowance does not serve the public interest.

Recommendation:

Staff recommends **approval of an open-ended waiver** to allow the designated electrical inspector to perform electrical work in the City of Daingerfield, subject to the safeguards outlined above.

Please let me know if additional documentation or support is needed prior to Council consideration.

Respectfully submitted,

Michelle Jones

City Manager

City of Daingerfield

City of Daingerfield, Texas

Electrical Inspector Waiver

WHEREAS, Section 8-94 of the Daingerfield Code of Ordinances prohibits the City's designated electrical inspector from engaging in the sale, design, installation, or maintenance of electrical equipment within the city unless a waiver is granted by the City Council; and

WHEREAS, the City Council recognizes the need for flexibility to allow the electrical inspector to engage in electrical work within the corporate limits of the City when appropriate safeguards are in place to prevent conflicts of interest;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, that the following waiver is hereby granted:

Terms and Conditions of Waiver

1. The City's designated electrical inspector is hereby granted an open-ended waiver allowing the inspector to engage in electrical work within the corporate limits of the City of Daingerfield, provided that:

- a. The inspector shall not conduct any inspections of their own work;
- b. An alternate licensed electrical inspector, independent from the primary inspector, shall be assigned by the City Manager or designee to conduct all inspections of such work;
- c. All inspections and waiver documentation shall be maintained in accordance with the City's standard recordkeeping practices;
- d. The City Council may rescind or modify this waiver at any time upon a majority vote, if it determines that continued allowance does not serve the public interest.

PASSED AND APPROVED this ___ day of _____, 2025.

ATTEST:

City Secretary

APPROVED:

Mayor, City of Daingerfield

Sec. 8-94. - Conflict of interests.

During the term of the appointment of the electrical inspector, the inspector shall not engage in the sale, design, installation, or maintenance of electrical equipment, either directly or indirectly, or any financial interest of any nature in any electrical concern engaged in such business in the city, unless the city council shall waive any or all of this requirement and allow the electrical inspector to engage in such activity.

(Code 1970, § 5-62; Code 2003, § 3.605; Ord. No. 2008-11, § I, 10-13-2008)

To: City of Daingerfield
Attn: Michelle Jones, City Manager
101 Linda Drive
Daingerfield, TX 75638
michelle.jones@cityofdaingerfield.com



Subject: Request for Approval of Oversized Freestanding Sign

Dear City Council,

On behalf of my client, I am requesting approval to install a freestanding monument sign at 507 E W M Watson Blvd, Daingerfield, TX 75638 that exceeds the standard size limit established in the "E" General Business District zoning regulations.

The proposed sign will be:

- **Height: 6.5 feet**
- **Area: 48.75 square feet**
- **Location:** Corner of State Street and East West M Watson Blvd
- **Lighting:** No lighting

We believe this sign will enhance the appearance of the property, provide better visibility for customers, and support the overall aesthetics of the surrounding area. We respectfully request that the City Council consider this proposal for approval at its May 12, 2025 meeting.

Please let us know if any additional documentation or information is needed. We appreciate your time and consideration.

Sincerely,
Jeff Lang
Tyler Signs, LLC
(903) 309-0175
941 N. Coleman St.
Prosper, TX 75078

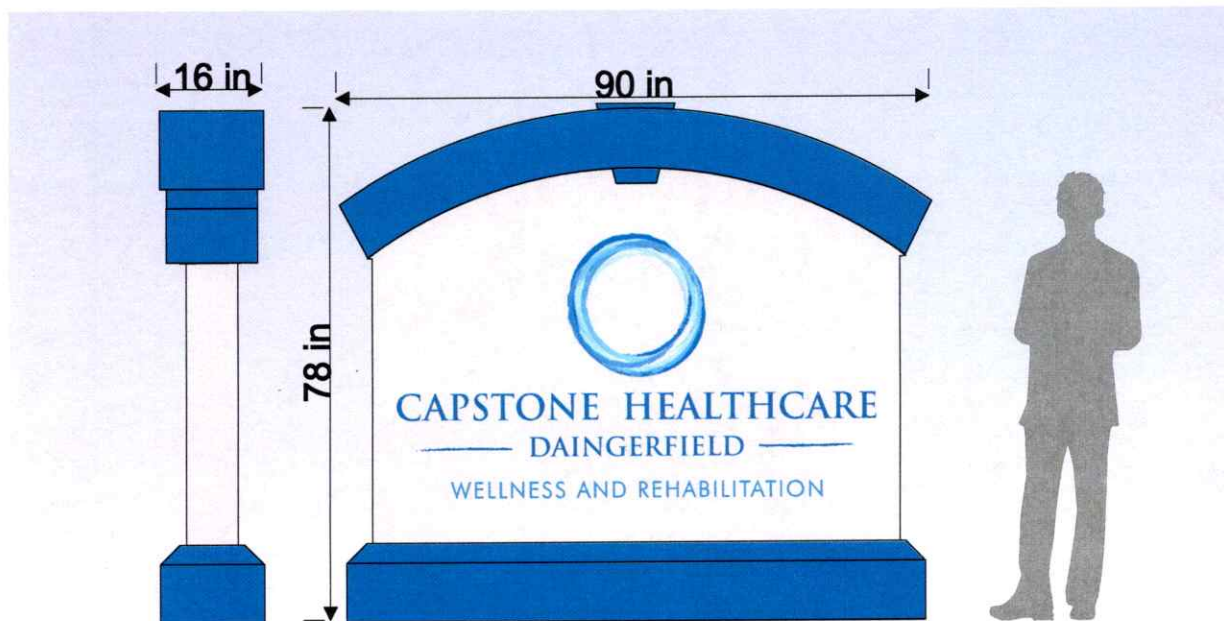


(903) 309-0175

Capstone Healthcare

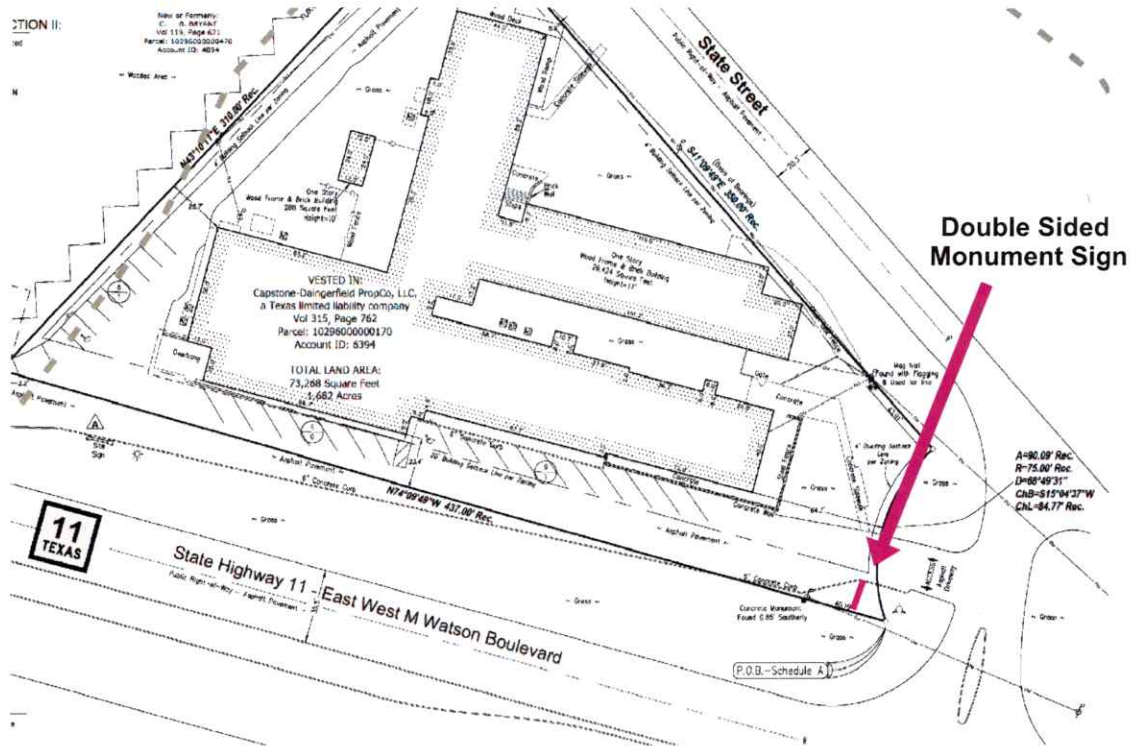
507 E W M Watson Blvd. • Daingerfield, TX 75638

1 Stucco Monument (Double Side)



Please review this proof carefully! **Spelling and phone numbers** are your responsibility.
Colors represented in this proof may vary from final product.
If color accuracy is important, please notify us prior to approving the design.

1 Site Plan



Charles R. Thomasson
303 Wildwood Drive
Daingerfield, Texas 75638

April 4, 2025

City of Daingerfield
101 Linda Drive
Daingerfield, Texas 75638

Dear Mayor and Council,

I am interested in representing the City of Daingerfield and its' citizens on the NETMWD board. I would like to contribute to our community by ensuring a reliable and safe water supply will always be available. I feel I can help shape the policies that impact water management and sustainability.

Throughout my career, interaction with the public has been a mainstay. My love for our community is evident in my activities and involvement over the years. I take great pride in our community and the preservation of its' resources to develop economic growth. The representation on the board of NETMWD is a responsibility I would take with serious pride and tenacity and will be active and dedicated to the future of the City of Daingerfield.

Thank you for taking the time to consider my interest in serving. I look forward to speaking with you regarding this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles R. Thomasson', with a large, stylized flourish extending from the end of the signature.

Charles R. Thomasson

Attachment: Resume



Model #: WB436978BK

Global Industrial™ 6' Aluminum Park Bench w/ Backrest, Black

PRICE
\$599.00

Write a Review | Questions & Answers (0)

Bulk Pricing ^

[Shop All Aluminum Benches with Backrest](#)

Product Description ^

- ✓ Stylish slat design with 1100 lb weight capacity
- ✓ Powder-coated aluminum resists rust & corrosion
- ✓ Pre-drilled surface mount brackets

QUANTITYPRICING

Buy 1 unit – 2 units	\$599.00
Buy 3 units – 5 units	\$579.00 Save \$20.00 (3%)
Buy 6+ units	\$559.00 Save \$40.00 (7%)

Easy online or call-in returns.

[See More Details](#)

[Read return policy](#)

User Documentation v

Product Description

- ✓ Stylish slat design with 1100 lb weight capacity
- ✓ Powder-coated aluminum resists rust & corrosion
- ✓ Pre-drilled surface mount brackets

Designed with a curved backrest & armrests for maximum comfort, the black Global Industrial™ 6' Aluminum Park Bench is ideal for train stations, park facilities, shopping areas, and other outdoor areas where public seating is needed. The horizontal slatted seat & backrest reduces weight without sacrificing strength, limits rain & snow accumulation, and promotes air flow to minimize perspiration. The bench is made of lightweight aluminum with a protective powder coat finish for corrosion-resistance and resilience against the elements. Pre-drilled mounting holes on integrated brackets allow the option to mount to any surface utilizing user-supplied anchors.

- Two reinforcement brackets support the backrest span
- 68"L x 17"W seat dimensions

DRAFT PRESENTATION – Type B EDC Board

Proposal: Daingerfield Business Mural Program

Presented by: Michelle Jones, City Manager

Date: April 16, 2025

1. Purpose of the Program

- To support local businesses and artists
- To enhance commercial corridors through visual improvement
- To promote civic pride, tourism, and community identity
- To align with Type B's authority to fund quality-of-life and community development initiatives

2. Why a Mural Program?

- Creates a more vibrant and walkable downtown
- Increases foot traffic and local engagement
- Supports cultural and historical storytelling through art
- Promotes Daingerfield's brand and charm

3. Program Highlights

- Up to **\$5,000 per project**
- **50/50 cost match** required from the business or property owner
- Murals must reflect **positive community values** (no ads or political content)
- Designed for **private commercial buildings** in Daingerfield

4. Eligible Costs

- Artist fees
- Supplies and materials (paint, sealants)
- Equipment rental (scaffolding/lift)
- Design consultation



5. Applicant Requirements

- Business must be within Daingerfield
- Property owner approval required
- No outstanding taxes or code violations
- Maintenance commitment for 5 years

6. Approval Process

1. Business submits proposal (design, budget, artist info)
2. Staff review for completeness
3. Type B Board approval
4. Council approval of the overall program
5. Performance agreement signed

7. Next Steps

- ☒ Board Vote to Approve the Mural Program
-  Recommend Council approval of mural program as a Type B project
-  Begin accepting mural applications once Council approval is received

Daingerfield Animal Shelter Statistics - April 2025

Species	Stray	Owner Surrender	Born At Shelter	Total Intake	Adopted	Rescued	Reclaimed	Euthanized	Relocated	Expired	Total Outcome	Total Left At Shelter	ACO Calls	Event Visitors	Total Visitors
Cats	1	0	0	1	3	0	0	0	0	1	4	0	2		
Dogs	0	0	0	0	1	0	0	0	0	0	1	18	5		
Other	1	0	0	1	0	1	0	0	0	0	1	0	12	0	26

Daingerfield Animal Shelter Statistics - April 2025

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	
Galaxy	2/14/2024	Dog	Female	Husky Mix	3 Years	N/A	N/A	
Kate	7/10/2024	Dog	Female	Mixed Breed	3 Years	N/A	N/A	
Arthur	8/6/2024	Cat	Male	DSH (Marbled Gray Tabby)	Newborn	Adopted	4/10/2025	
Tommy	8/6/2024	Cat	Male	DSH (Gray Tabby)	Newborn	Adopted	4/10/2025	
Johnny	8/6/2024	Cat	Male	DSH (Gray Tabby)	Newborn	Adopted	4/10/2025	
Sausage	8/14/2024	Dog	Male	Mixed Breed	7 Weeks	N/A	N/A	
Pepperoni	8/14/2024	Dog	Male	Mixed Breed	7 Weeks	N/A	N/A	
Olive	8/14/2024	Dog	Female	Mixed Breed	7 Weeks	N/A	N/A	
Holmes	8/20/2024	Dog	Male	Mixed Breed	9 Months	N/A	N/A	
Watson	8/20/2024	Dog	Male	Mixed Breed	9 Months	N/A	N/A	
Anyia	1/3/2025	Dog	Female	Husky Mix	2 Years	N/A	N/A	
Drake	1/6/2025	Dog	Male	Lab Mix	1 Year	N/A	N/A	
Swayze	1/18/2025	Dog	Male	Great Dane Mix	6 Years	N/A	N/A	
Liith	1/27/2025	Dog	Female	Mixed Breed	3 Months	N/A	N/A	
Ravi	1/27/2025	Dog	Male	Mixed Breed	8 Weeks	N/A	N/A	Adopted 2/11/2025 - Returned 2/14/2025
Heathcliff	1/29/2025	Dog	Male	Border Collie Mix	3 Months	N/A	N/A	
Edgar	1/29/2025	Dog	Male	Border Collie Mix	3 Months	N/A	N/A	
Catherine	1/29/2025	Dog	Female	Border Collie Mix	3 Months	Adopted	4/23/2025	
Dorothy	2/3/2025	Dog	Female	Mixed Breed	6 Weeks	N/A	N/A	
Stanley	2/3/2025	Dog	Male	Mixed Breed	6 Weeks	N/A	N/A	
Milo	3/3/2025	Dog	Male	Mixed Breed	1 Year	N/A	N/A	
N/A	4/3/2025	Cat	N/A	DLH (White)	N/A	DOA	4/3/2025	
N/A	4/28/2025	Bird	N/A	Common Loon	1 Year	Rescued	4/28/2025	Tri-County Wildlife Rehab

Daingerfield Fire Department

Activity Report October 2024 thru September 2025

March 2025

Number of calls: 18 YTD: 98

<u>Date</u>	<u>Hours</u>	<u>Personnel</u>	<u>Remarks</u>
03-01	2	2	Assist EMS
03-02	16	8	Grass/Hay Fire (Assist Cason)
03-02	4	4	Rekindle (Assist Cason)
03-09	3	3	Assist EMS
03-10	5	5	Assist EMS
03-14	32	8	Structure Fire (Assist Cason)
03-14	6	6	Structure Fire (Assist Cason)
03-15	5	5	Assist EMS
03-17	9	9	Alarm Activation – False
03-21	7	7	Grass Fire
03-22	7	7	Hay Bales
03-24	7	7	Illegal Burn of brush
03-25	10	10	Control burn
03-24	10	10	Burn Pile
03-27	3	3	Brush Pile
03-28	6	6	Brush Pile
03-29	26	13	Vehicle Crash
03-31	6	6	Car Fire

Total Hours 164 YTD 831 Personnel Responding: 119 YTD 567

Ave: 7.2 YTD Ave: 6.8

Meeting/Training

03-03 to 03-07	76	2
03-11	32	16
03-14	1	1
03-16	10	2
03-17	2.5	1
03-25	28	14

Training Hours 149.50

Monthly total hours 313.50

Water: 4580

April 2025

Detailed Breakdown	
Audiobooks	0
Computer	123
DVDs	9
Games & Puzzles	5
Board Books	2
Graphic Novels	10
Easy Reader	3
Spanish	0
Children Fiction	19
Children Nonfiction	1
Junior Fiction	9
Junior Nonfiction	4
Young Adult Fiction	6
Adult Fiction	70
Adult Nonfiction	5
Christian Fiction	30
Boundless	
Total	296
CYTD Total	1217

Questions from Patrons	
Month:	3
CYTD:	24
FYTD:	50

Basic Breakdown	
Audiobooks	0
Computer	123
DVDs	9
Games & Puzzles	5
Books	159
Total	296
CYTD Total	1217

Totals	
Fax	\$64.00
Copies	\$177.35
Book Donations	\$59.00
Notary	\$12.00

Checkout Counts (includes renewals)	
Patron Category	Count
Adult	115
Juvenile/Children	20
Young Adults	0
Total	135

New Patron Accounts	
Patron Category	Count
Adult	1
Juvenile	0
Young Adults	0
Renewal	6
Total	7

Total Visitors This Month: 561				
Total CYTD: 1639		Total FYTD: 2706		
Monthly Breakdown:				
Age of activity	Activity	Number In Activity	CYTD	FYTD
Birth - 5 years	Music/Finger Plays Games/Movement	0	0	13
6 yrs - 11 yrs	Recycled Art, S.T.E. M.	4	33	43
12 yrs - 18 yrs		0	0	0
Adult	Book Club Chess Club, Book Sale	5	16	40
General Public		30	176	317

Games and Puzzle counts are for those that played in the library; games and puzzles are not checked out.

Monthly Council Report

April 2025

Printed: 5/1/2025

Cases Filed

Penal Count	5	Ordinance Count	1
Traffic Count	28	Parking Count	0
Other Count	1	STEP Count	0

Total Filed 35

Amounts Collected

Tech Fund	\$ 59.69	Building Security Fund	\$ 73.13
State	\$ 1,404.21	Fine	\$ 1,316.80
City	\$ 707.17	Warrant Fee	\$ 0.00

Total Amount \$ 3,561.00

Warrants

Issued	18	Recalled	0
Served	0	Outstanding Amount	\$ 367,226.99

Total Amount \$ 0.00

Dispositions

Paid in Full	8	Credit for Time Served	4
Paid Partial	10	Dismissed	12
Appealed	0	Total Disposed	24

Trials

Jury	0	Total	0
Bench	0		



Citation Offense Count By Stop Type

Number of TRAFFIC Offenses (for *ALL*)		27
Number of CITATIONS		27
Speeding 11-15 (6011 - 3001)		7
Expired Motor Vehicle Registration (3656 - 3656)		7
Speeding in a School Zone (3596 - 3596)		3
No Drivers License (3103 - 3103)		2
Fail to Maintain Financial Responsibility (3049 - 3049)		2
DRIVING WHILE LICENSE INVALID (3101 - 3101)		1
Speeding 15+ (6015)		1
Failure to Control Speed (3050 - 3004)		1
Allow Unlicense Driver to Drive-Non-Guardian (9000 - 3365)		1
OPEN CONTAINER-Passenger (3323 - 3323)		1
Disregard Red Light (3007 - 3007)		1

Number of NON-TRAFFIC Offenses (for *ALL*)		7
Number of CITATIONS		7
Disorderly Conduct (7002)		3
Theft under100.00 First Offense (7012)		2
Fail to Stop and Render Information (3319 - 3319)		1
Animal Nuisance (200)		1

PUBLIC WORKS REPORT
Report Period April 1st – 30th, 2025

Personnel

- Number 7 full time Public Works employees, and 1 full time Parks employee at the end of April.
- Comments _____

Parks

- Trash Downtown, Hwy 259, Ballfield, City Park, Downtown, State St, Colquit, McReynolds St, Nichols St, Sanders St, Jefferson St and Freeman St.
- Mowing City Park, Downtown/ City Hall, Library.
- Downtown Maintenance – Trimmed trees in City Park.
- Miscellaneous – Prepped the baseball fields for the community work day by removing the old wood off the bleachers in the week leading up to community workday. Finished painting and adding remaining wood to bleachers not completed on Community work day.

Streets

- Patching N/A.
- Signage N/A
- Mowing Firestation, Carpenter St Pump Station, Union Pumpstation, Wastewater Treatment Plant, medians and right of ways down Highway 11. Corner of Colquitt and McReynolds.
- Tree Trimming Trimmed trees Peak St, and Nix St.
- Drainage Worked on drainage on Park Dr, Highland Cir, and Webb St.
- Miscellaneous N/A.

Water

- Leak repairs
 - Service lines N/A
 - Main lines 1" line at 203 Oak St. 2" line in mobile home park.
- Connections 40
- Disconnections 45
- Meter reading start/end 4/10/25
- Total meters read 1243
- Total customers billed 1145
- Re-reads/Leak Check 4
- Meters Replaced 0
- Pressure checks 0
- Taps installed Replace tap for 307 E W.M. Watson Blvd, and 208 Houston St.
- Fire Hydrants
 - Repaired 0
 - Replaced 0
 - Flushed 23

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 425 lbs .
- Maintenance/Repairs Contractors are working on racetrack and old clarifier.
- Non-Compliance Busted on flow on multiple days. Still waiting on final results from lab for Ammonia Compliance.
- Explanation This is due to inflow and infiltration and lots of rain.
- Waste Water Treated
 - Beginning reading 107348
 - Ending reading 120094
 - Total treated 13.208 Million Gallons – Avg 0.440 MGD
 - Rainfall 11.7"
 - Sludge Removal 0

Lift Station

- Maintenance Daily checks to ensure compliance and no pump issues.
- Repairs Used the back up TCU at South Liftstation so lift station will function in automatic. Will be sending TCU back for repair, so we have backup in stock.

Sewer

- Number Calls 2
- Sewer Repairs 0
- Taps installed 0

Miscellaneous Matters

Delivered 12 carts and picked up 3 Carts.

Water Accountability
Report Period
March 10th - April 10th
2025

Location	
City Hall/Police Department	56,900
Library	500
Fire Department	700
Public Works	1,200
Wastewater Treatment Plant	578,700
Roundabout/Coffey St.	
City Park (sprinkler)	39,800
Dixie Youth Baseball	7,700
Animal Shelter	13,500
Total City Usage	699,000
Total Gallons Billed	6,597,400
Fire Fighting Gallons estimate	4,580
Line Flushing estimate	1,699,920
Leaks estimate 3/10 - 4/10	
Bulk Water - 3/10 -4/10	
	-
	-
	-
Total Gallons Used	9,000,900
Total Gallons Delivered	9,993,300
Difference	992,400
Percentage Unaccounted	10%



Monthly Financial Summary Report

APR 2025

This monthly financial report is for the period ending **APR 30, 2025**, as closed by the Finance department. This represents **7** months into the fiscal year's budget.

General Fund YTD Revenues: \$1,679,840.97

Water & Sewer YTD Revenues: \$942,226.69

TOTAL YTD REVENUE: \$2,622,067.66

As of **APR**, revenues should be tracking around **58.31%** of the annual budget. Actual YTD revenues are at **61.62%**
Rev received YTD up 3.31 %

General Fund YTD Expenditures : \$ 1,432,391.27

Water & Sewer YTD Expenditures: \$818,820.49

TOTAL YTD EXPENDITURES: \$2,251,211.76

As of **APR**, expenses should also be tracking around **58.31%**. Actual YTD expenses are at **47.10%**
Exp tracking 11.21% LOWER

Our general fund balance as of 4/30/25: \$865,517.08

YEAR TO DATE RECAP

Revenue \$2,622,067.66

-

Expenses \$2,251,211.76

\$370,855.90

REVENUE ACTUAL vs. BUDGET YTD

30-Apr-25

2024-2025

G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %
1	General Revenue	\$1,679,840.97	\$2,535,361.00	\$855,520.03	33.74%
2	Water/Sewer	\$942,226.69	\$1,719,296.00	\$777,069.31	45.20%
Total		\$2,622,067.66	\$4,254,657.00	\$1,632,589.34	38.38%

EXPENSES ACTUAL vs. BUDGET YTD

30-Apr-25

2024-2025

G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %
101	Legislative	\$18,866.99	\$30,239.00		37.61%
110	Administration	\$238,820.10	\$431,231.00		44.62%
120	Library	\$31,629.79	\$60,267.00		47.52%
201	Judicial	\$25,366.47	\$59,396.00		57.29%
202	Police Department	\$366,249.98	\$663,864.00		44.83%
203	Code Enforcement	\$49,541.10	\$107,398.00		53.87%
204	Fire Department	\$78,197.17	\$140,990.00		55.47%
205	Animal Shelter	\$91,148.84	\$154,808.00		41.12%
301	Streets	\$269,790.31	\$735,944.00		63.34%
401	Sanitation	\$239,191.82	\$430,194.00		44.40%
602	City Park	\$23,588.70	\$73,699.00		67.99%
601	Water	\$650,551.22	\$988,537.00		34.16%
608	Sewer	\$168,269.27	\$377,792.00		55.46%
Total		\$2,251,211.76	\$4,254,359.00	\$2,003,147.24	52.90%

Expenses over \$5,000 -APR 30,2025

Invoice Date	Check Amount	Payee	Method of Distribution	Budgeted	Notes
4/28/2025	\$ (17,654.00)	DEBT SERVICE-INTERNET TRANSFER FROM CHK	TRANSFER	Y	MONTHLY TRANSFER TO DEBT SERVICE ACCOUNT
4/25/2025	\$ (11,744.00)	CK # 62334	CHECK	Y	CASCO - FIRE DEPT - ARPA MONIES
4/24/2025	\$ (5,986.40)	CK # 62329	CHECK	Y	STATE COMPTROLLER-QUARTERLY CRIMINAL COURT COSTS
4/21/2025	\$ (8,160.75)	ENTERPRISE FM TR DIRECT PAY	EFT	Y	LEASED VEHICLES
4/18/2025	\$ (10,500.00)	CK # 62331	CHECK	Y	H.H. HOWARD- STREET REPAIRS
4/18/2025	\$ (8,158.78)	IRS USATAXPYMT	EFT	Y	PAYROLL TAXES
4/17/2025	\$ (26,811.90)	CITY OF DAINGERF PAYROLDD	BANK DRAFT	Y	PAYROLL
4/16/2025	\$ (7,645.00)	CK # 62306	CHECK	Y	RED RIVER PUMP- WEST LIFT STATION
4/15/2025	\$ (5,930.85)	CK # 62313	CHECK	Y	DELL - PD SERVER
4/15/2025	\$ (10,010.58)	CK # 62304	CHECK	Y	MUNICIPAL EMERGENCY SERVICES- FIRE DEPT ARPA -HURST RAM
4/11/2025	\$ (36,652.00)	CK # 62305	CHECK	Y	NETMWD-TREATED WATER
4/11/2025	\$ (8,256.29)	SALES TAX FOR TYPE B-INTERNET TRANSFER FROM CHK	TRANSFER	Y	TRANSFER- SALES TAX-EDC TYPE B
4/9/2025	\$ (33,858.94)	REPUBLICSERVICES RSIBILLPAY	EFT	Y	REPUBLIC-TRASH SERVICES
4/8/2025	\$ (5,320.00)	STATE TEXAS FPFC PENSION	EFT	Y	FIRE DEPT-PENSIONS
4/7/2025	\$ (16,691.26)	33531CURATIVE AD PAYMENT	EFT	Y	HEALTH INSURANCE
4/3/2025	\$ (8,447.31)	IRS USATAXPYMT	EFT	Y	PAYROLL TAXES
4/3/2025	\$ (27,637.31)	CITY OF DAINGERF PAYROLDD	BANK DRAFT	Y	PAYROLL
4/2/2025	\$ (5,929.12)	CK# 62269	CHECK	Y	SNYDER AUTO-FIRE DEPT
4/2/2025	\$ (8,054.99)	TMRS PAYROLL	EFT	Y	TMRS-RETIREMENT
	\$ (257,520.36)				

CASH BALANCE SHEET

TX HERITAGE Bank/Cypress/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 889,125.07	\$ 307,368.53	\$ 330,976.52	\$ 865,517.08
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND-TYPE A	\$ 116,784.55	\$ 5,077.84		\$ 121,862.39
RBEG-TYPE B	\$ 37,473.69	\$ 8,256.29		\$ 45,729.98
MCBS CHECKING	\$ 20,191.09	\$ 8.64	\$ 11,290.00	\$ 8,909.73
MCTF CHECKING	\$ 3,952.97	\$ 1.63		\$ 3,954.60
DDM CHECKING	\$ 860.19			\$ 860.19
CHILD SAFETY-SZ	\$ 2,230.84	\$ 0.92		\$ 2,231.76
ANIMAL SHELTER	\$ 36,347.03	\$ 29.87		\$ 36,376.90
HOTEL/MOTEL CHCK	\$ 44,667.59	\$ 1,815.11		\$ 46,482.70
PEG FEES SUDDNL	\$ 4,626.97	\$ 1.90	\$ -	\$ 4,628.87
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
HOME GRANT	\$ -	\$ -	\$ -	\$ -
CYPRESS CD 02-1061	\$ 136,671.99		\$ -	\$ 136,671.99
4.25% 8/12/2026				
CYPRESS CD 01-1037	\$ 136,671.99		\$ -	\$ 136,671.99
4.25% 8/12/2026				
CYPRESS CD 01-1040	\$ 276,007.84	\$ 1,265.86	\$ -	\$ 277,273.70
4.0% 4/19/2026				
CYPRESS CD 01-1041	\$ 268,720.93	\$ 6,088.37	\$ -	\$ 274,809.30
4.0% 4/23/2026				
CYPRESS CD 02-1062	\$ 276,020.92	\$ 1,265.92	\$ -	\$ 277,286.84
4.0% 04/19/2026				
CYPRESS CD 02-1063	\$ 268,720.93	\$ 6,088.37	\$ -	\$ 274,809.30
4.50% 4/23/2026				
TexSTAR-01-1080	\$ 99,853.69	\$ 355.27		\$ 100,208.96
YIELD- 4.34%				
TexSTAR-02-1080	\$ 401,832.70	\$ 1,429.70		\$ 403,262.40
YIELD- 4.34%				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 100.00	\$ 4,950.00	\$ 4,950.00	\$ 100.00
TX HRTG C.O.B. # 2984	\$ 73.00	\$ 28,586.39	\$ 28,586.39	\$ 73.00
TX HRTG C.O.B. # 2976	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. #1606	\$ 100.00			\$ 100.00
TX HRTG C.O.B. #1614	\$ 108.31	\$ 0.29	\$ -	\$ 108.60
TX HRTG DEBT SERVICE #1835	\$ 37,018.92	\$ 17,688.12		\$ 54,707.04
GRAND TOTAL	\$ 3,190,588.15	\$ 372,590.61	\$ 507,067.92	\$ 3,018,883.61

CD's Maturing 2026

Pool Account- No Term

CITY OF DAINGERFELD
SALES TAX

	2024-2025	2023-2024	2022-2023	2021 - 2022	2020 - 2021	2019 - 2020	2018 - 2019	2017 - 2018	2016 - 2017	2015-2016
OCT	\$ 55,429.39	\$ 55,701.94	\$ 48,112.35	\$ 51,443.59	\$ 41,142.45	\$ 34,761.49	\$ 35,300.59	\$ 36,337.88	\$ 35,441.70	\$ 31,704.23
NOV	\$ 53,497.67	\$ 49,803.84	\$ 45,806.14	\$ 46,197.98	\$ 35,612.60	\$ 31,359.30	\$ 33,270.36	\$ 33,577.76	\$ 39,876.78	\$ 33,968.53
DEC	\$ 52,247.12	\$ 51,876.11	\$ 50,182.69	\$ 42,117.81	\$ 37,318.54	\$ 34,762.48	\$ 34,702.95	\$ 36,175.21	\$ 35,973.52	\$ 34,089.97
JAN	\$ 70,407.91	\$ 60,667.95	\$ 66,134.84	\$ 66,649.73	\$ 48,088.61	\$ 42,764.34	\$ 39,807.70	\$ 37,709.62	\$ 34,861.36	\$ 31,676.77
FEB	\$ 48,689.48	\$ 51,370.90	\$ 52,483.27	\$ 47,851.50	\$ 39,490.77	\$ 34,291.95	\$ 31,283.74	\$ 35,127.25	\$ 46,094.85	\$ 64,074.18
MAR	\$ 49,537.71	\$ 47,562.15	\$ 48,145.56	\$ 41,993.69	\$ 36,435.54	\$ 31,536.80	\$ 34,701.53	\$ 31,673.08	\$ 34,438.07	\$ 27,272.25
APRIL		\$ 56,519.81	\$ 57,440.64	\$ 63,486.11	\$ 53,557.35	\$ 41,293.43	\$ 35,680.32	\$ 39,677.01	\$ 31,459.64	\$ 34,548.22
MAY		\$ 56,025.91	\$ 57,699.79	\$ 44,380.90	\$ 48,081.93	\$ 44,606.19	\$ 34,907.70	\$ 32,406.71	\$ 41,223.85	\$ 56,468.45
JUNE		\$ 53,372.33	\$ 44,148.01	\$ 44,395.41	\$ 44,089.79	\$ 39,446.15	\$ 33,957.00	\$ 36,456.88	\$ 34,687.58	\$ 31,820.67
JULY		\$ 65,371.82	\$ 63,081.26	\$ 53,757.11	\$ 50,913.19	\$ 46,885.21	\$ 40,559.24	\$ 37,165.13	\$ 37,155.79	\$ 36,660.64
AUG		\$ 51,869.36	\$ 50,077.31	\$ 50,099.53	\$ 45,473.20	\$ 45,864.91	\$ 40,854.16	\$ 31,930.61	\$ 41,511.29	\$ 50,345.73
SEPT.		\$ 53,042.76	\$ 52,483.12	\$ 47,786.30	\$ 43,148.35	\$ 36,962.28	\$ 31,329.20	\$ 31,432.68	\$ 32,602.90	\$ 39,033.77
	\$ 329,809.28	\$ 653,174.88	\$ 635,794.98	\$ 600,159.66	\$ 523,352.32	\$ 464,534.53	\$ 426,354.49	\$ 419,669.82	\$ 445,327.33	\$ 471,663.41

% Increase/decrease from previous Year	2.73%	5.93%	14.68%	12.67%	8.95%	1.59%	-5.74%	-5.58%	11.73%
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LOANS

RURAL BUSINESS ENTERPRISE GRANT
April 1, 2025

Name	LOAN DATE	Loan Matures	Loan Amount	Payment Amount	Delinquent	BALANCE	NOTES
Richard Chapman	12/2/2011	12/1/2015	\$ 19,566.31	\$ 300.00	\$ 1,056.36	\$ 1,056.36	Paid \$300 on 10/9/22
Chris Smith	10/16/2015	11/25/2025	\$ 32,000.00	\$ 301.66		\$ 2,391.33	
Chris Smith-TexSTAR Properties	1/1/2019	1/1/2029	\$ 75,000.00	\$ 708.00		\$ 30,904.09	
Chris Smith-TexSTAR Properties #2	7/27/2021	7/27/2031	\$ 76,884.00	\$ 725.00		\$ 50,890.55	**PAID BY GEORGIA NAVA
Austin Luxury Realty	10/15/2021	10/15/2031	\$ 43,000.00	\$ 405.00		\$ 28,730.91	
Morris Pharmacy	2/15/2022	2/15/2032	\$ 80,000.00	\$ 755.99		\$ 52,304.09	
Sean Family Realty							
Marty Walker Realty	8/24/2022	8/24/2032	\$ 75,000.00	\$ 707.02		\$ 56,558.27	
Start2Finish	12/1/2022	12/1/2027	\$ 35,000.00	\$ 621.16		\$ 19,209.53	
Lindberge Construction	9/26/2024	9/26/2034	\$ 75,000.00	\$ 707.02		\$ 71,120.40	
Chism Investments	1/1/2025	1/1/2035	\$ 49,000.00	\$ 462.00		\$ 48,279.57	

Outstanding Loan Balance

\$ 361,445.10

BANK STATEMENT

EDC TYPE A Account

Beginning Balance		\$	115,822.71					
Deposits for the month		\$	4,930.85					
Interest		\$	146.99					
Expenses for the month		\$	961.84	Payroll				
Bank Balance as of 4/30/2025		\$	119,938.71					

EDC TYPE B Account

Beginning Balance		\$	36,511.85					
Deposits for the month		\$	8,256.29	Sales Tax				
Expenses for the month		\$	961.84	Payroll				
Balance as of 4/30/2025		\$	43,806.30					

MINUTES OF REGULAR MEETING
OF ECONOMIC DEVELOPMENT CORPORATION
CITY OF DAINGERFIELD
March 19, 2025

Board Present: President Chris Smith, Board members Jason Horn, Walter Bass, Brenda Howard, Beverly Austin, Director Michelle Jones, Administrative Assistant Amanda Sanders

Absent: Keithia Neilsson, Marci McGill

Others: Vicki Smith

1. President Smith called the meeting to order at 4:08 p.m.
2. Public Comments- None
3. Business

A. Hear, Discuss, and Possibly Act to Approve Minutes February 26, 2025

Motion made by Walter Bass to approve minutes as presented. Seconded by Jason Horn and all voted for. Motion carried.

B. Hear, Discuss and Possibly Act on Proposed New Projects

Discussion only, no Action Taken.

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

- A. Economic Development Financial Reports**
- B. City Manager**

5. Adjournment.

There being no further business before the Board, the meeting was adjourned at 4:55 p.m. on motion by Board member Brenda Howard seconded by Board member Walter Bass and all voted for, motion carried.