

AGENDA

The City Council of the City of Daingerfield shall meet in Regular Session on Monday, June 16, 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 Hearing**
 - A. Conduct Public Hearing regarding the submission of a grant application to the Texas Parks & Wildlife Department, to improve Irvin Park.

4. **Public Comments**

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 May 12, 2025

6. **Business**

Discuss, Consider, and Possibly Take Action Regarding:

- A. Review, discuss, and possibly appoint Northeast Texas Municipal Water District Director to represent the City of Daingerfield.
 - B. Review, discuss and possibly Act to Appoint a qualified individual to fill vacant position on the Daingerfield City Council resulting from the death of Councilmember Carter, in accordance with Section 6.3 of the City's Home Rule Charter, and to approve a resolution 06162025 formalizing the appointment.
 - C. Review, discuss, and possibly act on request from Gerald Stotts to improve the drainage located at Watson Street.
 - D. Review, Discuss, and Possibly Act to Approve Tax Abatement Agreement between the City of Daingerfield and Daingerfield 259, LLC(Cubbies Daingerfield Project).
 - E. Review, Discuss, and Possibly Act to Approve Ordinance No. 20250616 to Disannex 1101 Sunset requested by Brandon and Candi Trefero.
 - F. Review, Discuss, and Possibly Act to Approve Resolution and Program Assurances Authorizing an application to the Texas Parks & Wildlife Department for a Local Parks Grant.
 - G. Review, Discuss, and Possibly Act to Approve Ordinance No. 20250616-1 Amending Section 6-68 related to the Unlawful Restraint of Animals.
 - H. Review, Discuss and Possibly Act to Approve Resolution No 06162025-2 Establishing a Consolidated Security & Technology Fund Pursuant to House Bill 1950

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

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

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 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, June 13, 2025.


Amanda Sanders, City Secretary

SEAL



CITY SECRETARY'S AGENDA NOTES
JUNE 16, 2025

2. Invocation, Pledge of Allegiance and Texas Pledge.

3. Public Hearing

- A. Conduct Public Hearing regarding the submission of a grant application to the Texas Parks & Wildlife Department, to improve Irvin Park:** Notice of the public hearing was posted on June 11, 2025 to the City Website.

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

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

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

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.

- A. Deliberate and Act to Approve Minutes of May 12, 2025:** Draft Minutes are on page 4 through 8.

6. Business

Discuss, Consider, and Possibly Take Action Regarding

- A. Review, discuss, and possibly appoint Northeast Texas Municipal Water District Director to represent the City of Daingerfield:** Council has all applications. The applicants are: Rocky Thomasson, Laura Mabey, and Sheran West.
- B. Review, discuss and possibly Act to Appoint a qualified individual to fill vacant position on the Daingerfield City Council resulting from the death of Councilmember Carter, in accordance with Section 6.3 of the City's Home Rule Charter, and to approve a resolution 06162025 formalizing the appointment:** Council has all letters of interest. The applicants are Bob Thorne, Lori Loyd, Amber Key and Jim Goodman. Resolution on page 9.
- C. Review, discuss, and possibly act on request from Gerald Stotts to improve the drainage located at Watson Street:** Information provided from the City Manager on pages 10-14.
- D. Review, Discuss, and Possibly Act to Approve Tax Abatement Agreement between the City of Daingerfield and Daingerfield 259, LLC(Cubbies Daingerfield Project).** Draft Agreement on page 15 -28
- E. Review, Discuss, and Possibly Act to Approve Ordinance No. 20250616 to Disannex 1101 Sunset requested by Brandon and Candi Trefero.** Ordinance on page 29. Supporting Documents on Pages 30-35.
- F. Review, Discuss, and Possibly Act to Approve Resolution and Program Assurances Authorizing an application to the Texas Parks & Wildlife Department for a Local Parks Grant:** Resolution and program assurances on pages 36-38
- G. Review, Discuss, and Possibly Act to Approve Ordinance No. 20250616-1 Amending Section 6-68 related to the Unlawful Restraint of Animals.** Ordinance on pages 39-40.
- H. Review, Discuss and Possibly Act to Approve Resolution No 06162025-2 Establishing a Consolidated Security & Technology Fund Pursuant to House Bill 1950:** -Resolution on pages 41-42. In compliance with House Bill 1950, The City will open a new checking account for consolidated Security & Technology Funds at Texas Heritage National Bank. All signatories will remain the same.

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

- A. Animal Shelter, Code Enforcement, EMS, Fire, Library, Municipal court, Police, Code, Public Works:** Monthly Reports are on pages 43 through 59.
- B. Financial:** Located on pages 60-70.
- C. City Manager:** Located on page 3

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

- A. Economic Development Corporation-** Minutes on page 71.

9. Adjournment.



City Manager's Report

Water Tower Project:

A **Notice to Proceed** has been officially issued for the Water Tower Project. The contractor is scheduled to **begin work on July 14, 2025**. This project includes a **two-year timeline**, with an anticipated **completion date of July 14, 2027**. All pre-construction activities are currently on track to meet the scheduled start date.

Carpenter Street Rehabilitation:

The **Carpenter Street rehabilitation** has been **moved to Phase Two** of the overall project. As such, **it is not included in the initial scope** associated with the July 14, 2025, start date. Additional details and scheduling for Phase Two will be provided at a later time as planning progresses.

West Lift Station Project:

The **West Lift Station Project** is **nearing completion** and is expected to be **signed off later this month**. This project includes the installation of a **new force main** and is part of the sewer infrastructure upgrades along **Highway 259**. Final inspections and close-out documentation are currently underway.

Valve and Chlorine Project:

The **Valve and Chlorine Project** is **well underway**. During the most recent water line repair, a **chlorine booster** was successfully installed to help stabilize chlorine levels on the **west side of the city**. While some adjustments and testing are still needed to ensure the system is operating at peak efficiency, the booster has already proven effective. Notably, its installation played a key role in helping the City **lift the most recent boil water notice** once the system was operational.

TWDB Loan/Grant Award:

The City recently **closed on a loan/grant from the Texas Water Development Board (TWDB) totaling \$3,810,000**. This brings the **total received from TWDB to \$17,660,667**, with an impressive **\$10,595,677 granted in loan forgiveness**. This latest award will fund **future water line repairs throughout the city**, which are currently **in the planning phase**. It will take time before this next phase of construction begins, but the foundation is now in place.

In closing, I want to **thank the City Council for their continued support** as we have pursued and secured funding to upgrade and repair our essential infrastructure. With this most recent award being the final grant/loan application submitted, **our focus now turns to executing the many projects made possible** through this significant investment in Daingerfield's future.

Michelle Jones
Michelle Jones
City Manager



MINUTES OF REGULAR MEETING

CITY COUNCIL – CITY OF DAINGERFIELD

May 12, 2025 – 6:00 P.M.

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

Council Present:

- Mayor Wade Kerley
- Councilmember Vicki Smith
- Councilmember Jessie Ayers
- Councilmember David Hood
- Councilmember Ben Ramirez

Council Absent:

- Councilmember Mike Carter

City Staff Present:

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

Others Present:

Josh Sanders, Jim Goodman, Stacey Satterfield-Terry, Cody Wommack, William Smith-SPFI, Taylor Hackemack-Cates-Daingerfield State Park, Charles Thomasson, David Erickson, Aaron Hyde, Robert Tollerson, Kevin Rubel, Karen Rubel, Nelson Roach.

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

Cody Wommack- Spoke on Daingerfield's Northeast Texas Municipal Water District Director Vacancy.

4. Public Hearing

Public Hearing conducted on Designation of a Reinvestment Zone and Consideration of a Tax Abatement Agreement. Mayor Kerley opened the public hearing at 6:05pm. There being no one signed up to speak, Mayor Kerley closed the public hearing at 6:05pm.

5. Consent Agenda

A. Approval of Minutes of April 14, 2025

Motion by Councilmember Hood to approve minutes as presented.

Second by Councilmember Smith.

Vote: All in favor, None Opposed

Motion: Carried

6. Business

A. Canvass Returns of the General Election of May 3, 2025

Council canvassed the returns. City Secretary Amanda Sanders presented Mayor Kerley Envelope 1 early voting tally and Envelope 1 election day tally. Mayor Kerley then opened the envelope, retrieved returns and read them aloud 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

Mayor Kerley noted that the figures on the tally sheet corresponded with the figures on the returns and offered the election documents for examination by council.

B. Approve Ordinance No. 05032025 Declaring the Results of General Election

Motion by Councilmember Ayers to approve Ordinance No. 05032025.

Second by Councilmember Hood.

Vote: All in favor, None Opposed

Motion: Carried

C. Administer Certificates of Election, Statement of Officer, and Oath of Office

Ceremonies conducted by City Secretary Amanda Sanders. Newly elected councilmembers Ben Ramirez and David Hood were sworn in.

D. Approve Ordinance No. 05122025 Creating Reinvestment Zone

Motion by Councilmember Ayers to approve Ordinance No. 05122025 creating a reinvestment zone for 259 LLC, Cubbies.

Second by Councilmember Hood.

Vote: All in favor, None Opposed

Motion: Carried

E. Approve Terms for Drafting Tax Abatement Agreement

Motion by Councilmember Ayers to approve the tax abatement terms presented. The City Manager will have the attorney draft the agreement and present it at the next meeting.

Second by Councilmember Ramirez.

Vote: All in favor, None Opposed

Motion: Carried

F. Approve Resolution for the Execution and Delivery of a Grant Agreement for Water System Improvements; and Resolving Other Matters Relating to the Subject .

Motion by Councilmember Hood to approve resolution for the Execution and Delivery of a Grant Agreement for Water System Improvements; and resolving other matters relating to the subject.

Second by Councilmember Ramirez.

Vote: All in favor, None Opposed

Motion: Carried

G. Approve 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 \$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.

Motion by Councilmember Ramirez to approve 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 \$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.

Second by Councilmember Hood.

Vote: All in favor, None Opposed

Motion: Carried

H. Approve Resolution Authorizing and Directing Establishment of Construction Account with depository bank pursuant to Grant Agreement; Appointing Authorized Signatories with Respect to such Accounts; and Revolving other matters relating to the subject.

Motion by Councilmember Ayers to approve resolution authorizing establishment of construction account with depository bank pursuant to Grant Agreement. Authorized signatories will be Mayor Wade Kerley, Mayor Pro Tem Jessie Ayers, City Manager Michelle Jones, and City Secretary Amanda Sanders.

Second by Councilmember Smith.

Vote: All in favor, None Opposed

Motion: Carried

I. Take from Table – Aaron Hyde Request

Motion by Councilmember Smith to remove item from table.

Second by Councilmember Ayers.

Vote: All in favor, None Opposed

Motion: Carried

J. Request from Aaron Hyde to allow a variance on City Ordinance section 44-48 Truck Routes

Motion by Councilmember Hood to keep ordinance the same.

Second by Councilmember Ramirez.

Vote: Hood, Ramirez and Smith in favor, and Ayers Opposed

Motion: Carried

K. Approve Open-Ended Waiver for City Electrical Inspector

Motion by Councilmember Ramirez to approve waiver.

Second by Councilmember Smith.

Vote: All in favor, None Opposed

Motion: Carried

L. Approve Oversized Freestanding Sign – Capstone Healthcare-507 E W M Watson Blvd.

Motion by Councilmember Ayers to approve sign request.

Second by Councilmember Hood.

Vote: All in favor, None Opposed

Motion: Carried

M. Action on NETMWD Director

Motion by Councilmember Smith to extend the application period for the Northeast Texas Municipal Water District Director position, publish notice in the local newspaper, and bring the item back for consideration at the June regular meeting.

Second by Councilmember Hood.

Vote: All in favor, None Opposed

Motion: Carried

N. Approve Daingerfield Economic Development Corporation's Request – (4) New Park Benches for the City Park.

Motion by Councilmember Ayers to approve Daingerfield Economic Development request.

Second by Councilmember Smith.

Vote: All in favor, None Opposed

Motion: Carried

O. Approve Daingerfield Economic Development Corporation request to implement Mural Program.

Motion by Councilmember Hood to approve mural program as presented.

Second by Councilmember Smith.

Vote: All in favor, None Opposed

Motion: Carried

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

A. Department Reports: Animal Shelter, EMS, Fire, Library, Municipal Court, Police, Public Works

B. Financial Report presented by Amanda Sanders

C. City Manager's Report: CPM Update, June Meeting Date, Code/PD Changes

8. Boards and Commissions (Informational Only – No Action Taken)

A. Economic Development Corporation

9. Adjournment

There being no further business, the meeting was adjourned at 7:22 pm.

Motion by Councilmember Smith

Second by Councilmember Ramirez

Vote: All in favor

Motion: Carried

Wade Kerley, Mayor

ATTEST:

Amanda Sanders
City Secretary



CITY OF DAINGERFIELD, TEXAS
RESOLUTION NO. 06162025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAINGERFIELD, TEXAS, APPOINTING A MEMBER TO FILL A VACANCY ON THE CITY COUNCIL UNTIL THE NEXT REGULAR CITY ELECTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy has occurred on the City Council of the City of Daingerfield due to the death of a sitting councilmember; and

WHEREAS, the City Charter of Daingerfield authorizes the City Council to fill such vacancy by appointment until the next regular city election; and

WHEREAS, the City Council desires to ensure continued effective representation for the citizens of Daingerfield;

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

SECTION 1. The City Council hereby appoints [Appointee's Full Name] to fill the vacancy on the City Council created by the death of [Deceased Councilmember's Name], with such appointee to serve until the next regular city election, at which time the position will be filled by election for the remainder of the unexpired term.

SECTION 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this [Date of Adoption].

ATTEST:

CITY OF DAINGERFIELD, TEXAS

Amanda Sanders, City Secretary

Wade Kerley, Mayor
City of Daingerfield, Texas





City of Daingerfield – Council Report

Subject: Follow-Up on Drainage Complaint by Mr. Stotts

Date: June 5, 2025

Prepared by: City Administration

Background:

In 2022, the City of Daingerfield completed a drainage improvement project along Watson Street and adjacent areas to address longstanding stormwater management concerns. These improvements included installation of new storm sewer lines, upgraded inlet boxes, ditch grading, pavement repairs, and erosion control measures (see attached project summary for detailed scope).

Current Complaint:

Mr. Stotts, a property owner along Watson Street, has submitted a formal complaint alleging that the 2022 improvements did not fully resolve flooding issues on his property. He reports that his buildings continue to experience occasional flooding and asserts that it is the City's responsibility to further address the problem.

City Response and Investigation:

On May 6, 2025, the City's Public Works Department conducted an on-site inspection during a rainfall event and recorded video footage of the area surrounding Mr. Stotts' property. The findings from this inspection are summarized below:

- **No Evidence of Systemic Flooding:** The videos show that the storm drainage system along Watson Street is functioning as intended, with no visible street or area-wide flooding during the rainfall event.
- **Puddling from Private Drainage Pipes:** The only standing water observed was directly caused by runoff from vertical drainpipes affixed to Mr. Stotts' buildings. These pipes discharged water onto the ground at the base of the structures rather than channeling it away from the building footprint.
- **Floodplain Consideration:** Mr. Stotts' property is located within a designated flood zone. Properties in flood zones are inherently subject to a higher risk of flooding, and complete protection against localized inundation cannot be guaranteed by municipal infrastructure alone.

Conclusion:

The City has made substantial improvements to the public drainage infrastructure in this area. The evidence collected on May 6, 2025, does not support the claim that recent flooding issues are a result of system failure or deficiencies in the





2022 project. Instead, observations indicate that the source of water accumulation is from the private property's own drainage systems and its location within a flood-prone area.

Recommendation:

City staff recommend that:

1. The City respond formally to Mr. Stotts acknowledging his concerns while outlining the findings of the May 6 site inspection.
2. Mr. Stotts be advised to consult a private drainage specialist to improve on-site runoff management, particularly the redirection of downspouts away from the building foundations.
3. The City continue to monitor the area during future heavy rainfall to ensure that the public drainage system continues to function as designed.

Attachments:

- Project Summary: Watson Street Drainage Improvements (2022)
- Video Evidence from May 6, 2025, Inspection
- Flood Zone Map (48343C0138C)





Watson Street Drainage Improvements – Project Summary for Council

The City of Daingerfield recently completed a series of drainage improvements along Watson Street and nearby areas to reduce flooding, improve road conditions, and upgrade aging infrastructure. The work included the following key components:

- **Installation of New Storm Drains:**
 - Approximately 276 linear feet of 24-inch storm sewer pipe was installed.
 - A new 4'x4' junction box was added to connect new piping to the existing storm system.
- **Inlet Upgrades:**
 - Two outdated storm inlets were removed and replaced with modern 3'x3' grate inlets for improved water flow and safety.
 - One additional existing inlet was replaced with a traffic-rated 4'x4' catch basin.
- **Drainage Channel Improvements:**
 - Nearly 500 linear feet of roadside ditches were cleaned, reshaped, or regraded to improve water drainage.
 - Additional culvert replacements and cleaning were completed to restore flow under roadways.
- **Street and Pavement Repairs:**
 - Over 240 square yards of asphalt were repaired where drainage upgrades disturbed the road.
 - Concrete pavement sections were also repaired and matched to original grade and finish.
- **Concrete Improvements:**
 - A 3-foot wide concrete valley gutter was installed to guide surface water flow more efficiently across driveways or intersections.



DRAFT AGREEMENT

PROPERTY TAX ABATEMENT AGREEMENT

This Property Tax Abatement Agreement (this "Agreement") is entered into by and between the City of Daingerfield, Texas (the "**City**"), a Texas home rule municipal corporation, and Daingerfield 259, LLC a Texas limited liability company ("**the developer**").

RECITALS

WHEREAS, The Developer intends to expend at least \$5,000,000 in the construction of a building and other improvements (the "**Facility**") to be located on a tract of land (the "**Property**"), as described on the attached **Exhibit "A"**, and

WHEREAS, by entering into this Agreement, the Developer confirms the Facility will result in at least 15 new full-time jobs over the term of this Agreement, thereby resulting in new economic development in the City; and

WHEREAS, on the 12th day of May 2025, the City Council of the City of Daingerfield, Texas, adopted Ordinance No. 05122025 establishing Reinvestment Zone No. 01 (the "Reinvestment Zone") City of Daingerfield, Texas for commercial/industrial tax abatement, hereinafter referred to as "Ordinance No. 05122025", as authorized by the Texas Property Redevelopment and Tax Abatement Act, Chapter 312, Tax Code, V.A.T.S. as amended (the "Tax Abatement Act"); and

WHEREAS, the Facility will be located on the Property within the Reinvestment Zone; and

WHEREAS, the City has adopted Ordinance No. 05122025, which Ordinance adopted appropriate guidelines and criteria governing reinvestment zones and tax abatement agreements to be entered into by the City as contemplated by the Tax Abatement Act; and

WHEREAS, the City has determined that the construction and contemplated use of the Facility and creation of jobs, as well as the terms of this Agreement are consistent with encouraging development in the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with Ordinance No. 05122025 and the guidelines and criteria adopted by the City and all applicable laws; and

WHEREAS, the construction of the Facility constitutes a major investment within the Reinvestment Zone that will substantially increase the appraised value of the property within the Reinvestment Zone, and will contribute to the retention of primary and secondary employment within the City; and

WHEREAS, the City finds that there will be no substantial adverse effects on the provision of governmental services or on its tax base and that the planned use of the Facility will not constitute a hazard to public safety, health, or welfare, NOW THEREFORE, the parties hereto do mutually agree as follows:

DRAFT AGREEMENT

ARTICLE 1.

1.01. Authorization. This Agreement is authorized by the Tax Abatement Act, and by Resolution of the City Council of the City of Daingerfield, Texas, dated May 12, 2025.

1.02. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) ***"Abatement"*** means the full or partial exemption from ad valorem taxes of the Property in the Reinvestment Zone as more particularly set forth in Section 5.
- (b) ***"Abatement Period"*** means the period of time beginning with the Effective Date of Abatement and continuing until December 31, 2032
- (c) ***"Abatement Value"*** means the assessed value of the Property as determined annually by the MCAD on behalf of the City less the amount of the Base Year Value.
- (d) ***"Affiliate of _____"*** means all companies under common control with, controlled by, or controlling _____. For purposes of this definition, "control" means 51% or more of the ownership determined by either value or vote.
- (e) ***"Applicable Improvements"*** means the "Facility" as defined herein.
- (f) ***"Base Year Value"*** means the assessed value of the Property on January 1, 2024 (or on January 1 of the year of execution of this Agreement if determined to be otherwise required by applicable law), as such value is determined by the Morris Central Appraisal District (the "MCAD") on behalf of the City.
- (g) ***"City Guidelines"*** means the Tax Abatement Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones, as set forth in §Ordinance, 05122025.
- (h) ***"Development Agreement"*** shall mean and refer to that Development Agreement between the City and Developer.
- (i) ***"Effective Date of Abatement"*** means the period commencing January 1, 2025.
- (j) ***"Facility"*** means the land, building, and all improvements, or portion thereof, constructed by Daingerfield 259, LLC at a cost of at least \$5,000,000 to be located on the Property.
- (k) ***"Ineligible Property"*** means the Property and any personal property that was located within the Facility at any time before the period covered by this Agreement.
- (l) ***"Property"*** means the tract of real property owned by Daingerfield 259, LLC located in the Reinvestment Zone and described in **Exhibit "A."**

DRAFT AGREEMENT

(m) ***“Recapture Liability”*** means the amount of permit fees waived and ad valorem taxes that were abated as result of this Agreement that are subject to recapture by the City from Daingerfield 259, LLC in the event of a _____ default as described in Section 10.

(n) ***“Reinvestment Zone”*** means the reinvestment zone established on the 12th day of May in Ordinance No. 05122025 establishing Reinvestment Zone No. 01.

(o) ***“Tax Code”*** means the Tax Code of the State of Texas.

(p) ***“MCAD”*** means the Morris Central Appraisal District of Morris County, Texas.

ARTICLE 2.

2.01. Subject Property. During the Abatement Period, the Facility shall be used consistent with the general purpose of encouraging development or redevelopment within the Reinvestment Zone. The Property is not located in an improvement project financed by tax increment bonds and does not include any property that is owned or leased by a member of the City Council or by a member of the City Planning and Zoning Commission.

2.02. Cost of Facility and Waiver of Permit Fees. Developer agrees to spend at least \$5,000,000 for the construction of the Facility. Developer agrees to provide City with documentation showing that this obligation has been satisfied. City shall have the right to audit Developer's records to verify that this obligation has been satisfied. City agrees to waive up to site preparation and construction permit fees for the Facility.

2.03 Grant of Abatement. Subject to developer's satisfaction of its obligations to spend \$5,000,000 on the construction of the Facility, and compliance with the terms and conditions contained herein, and subject to the rights of the holders of any outstanding bonds of the City, the City hereby grants the Abatement on City taxes for a period of Seven (7) years calculated based upon the Abatement Value of the Property located within the Facility, therefore, City taxes will be abated for the Property located within the facility in the percentages for the years as specified below as:

(a)	Year 1 (2025)	100%
(b)	Year 2 (2026)	100%
(c)	Year 3 (2027)	100%
(d)	Year 4 (2028)	100%
(e)	Year 5 (2029)	100%
(f)	Year 6 (2030)	80%
(g)	Year 7 (2031)	60%

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2.04. Term of Abatement. Developer shall receive the Abatement commencing on the Effective Date of the Abatement and continuing for Abatement Period.

2.05. Taxable Property. During the Abatement Period, taxes shall be payable on the Property and the Ineligible Property located within the Reinvestment Zone as follows:

- (a) The value of the Ineligible Property as defined herein shall be fully taxable; and
- (b) The Base Year Value of the Property as determined by the MCAD shall be fully taxable.

2.06. Developer's Development Covenants. In consideration of the City's agreement to enter into this Agreement, developer represents that it will expend at least \$5,000,000 to construct the Facility and developer acknowledges that the City's obligations hereunder are conditioned upon this representation of the minimum expenditures. In the event developer fails to construct the Facility by June 14, 2027 (subject to delays caused by events of Force Majeure), the City may terminate this Agreement by giving 30 days written notice of such termination.

2.07. Job Creation. Developer agrees to employ in the Facility at least fifteen (15) full-time employment (FTE) jobs in accordance with the schedule as set forth below:

Date	Retained	New	Total
On Opening Date:			
On December 31, 2025:	15		
On December 31, 2026:	15		
On December 31, 2027:	15		
On December 31, 2028:	15		
On December 31, 2029:	15		
On December 31, 2030:	15		
On December 31, 2031:	15		

Developer agrees to provide to the City an annual Job Compliance Affidavit on the Opening Date and by March 1st each calendar year during the terms of this Agreement. A copy of the Job Compliance Affidavit form is attached hereto as Exhibit B. City shall have the right, following reasonable advance notice to audit developer's records to verify that this obligation. Has been satisfied.

ARTICLE 3.

3.01. Certification and Inspections. No later than April 15 of each year of the Abatement Period, developer must certify in writing to the City that developer is in compliance with each applicable term of this Agreement and the City Guidelines and, if not in compliance,

DRAFT AGREEMENT

the steps developer intends to take to be in compliance or a statement from _____ explaining in reasonable detail why compliance cannot be achieved. Developer agrees that the MCAD and the City, their agents and employees, shall, upon reasonable notice, have reasonable right of access to the Facility in order to ensure that the construction of the Facility is in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof. All inspections will be made with one or more representatives of developer. At the time of annual certification, upon the City's written request, developer shall also provide a calculation of the aggregate amount of economic benefit developer has previously received pursuant to this Agreement. In order to efficiently administer the Abatement, developer agrees also to provide annually, no later than April 15, a full asset listing of personal property located on the Property and in the Facility to the MCAD and such other information as may be reasonably necessary for the Abatement and assessment of the assets for tax purposes, including any information required by the City Guidelines.

Each year the City will endeavor to send developer a reminder of its obligation under this Section 11. However, the failure of the City to do so shall not relieve developer of its obligations hereunder.

3.02. Annual Tax Application. It shall be the responsibility of developer pursuant to V.T.C.A., Tax Code, §11.43, to file an annual exemption application form with the MCAD. The Chief Appraiser of the MCAD shall annually determine and record both the abated taxable value and the full taxable value of the Property in the appraisal records. The full taxable value figure listed in the appraisal record shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture pursuant to Section 10. Each year developer shall furnish the Chief Appraiser with such information outlined in V.T.C.A., Tax Code, Chapter 22, as may be necessary for the administration of the abatement specified herein. Developer shall be entitled to appeal any determination of the Chief Appraiser in accordance with the provisions of the Texas Tax Code.

3.03. Annual Rendition. The Owner shall annually render the value of the New Tangible Personal Property to the Morris Central Appraisal District and shall provide a copy of the same to the City upon written request.

3.04. Certificate. Company represents, and City acknowledges, that Company has submitted an application to the Texas Comptroller for Public Accounts (the "Comptroller") for appraised value limitation on qualified property under Chapter 313 of the Texas Tax Code, with respect to the Facility (the "Application"). The "Certificate" means a certificate for a limitation on appraised value under Chapter 313 of the Texas Tax Code issued by the Comptroller with respect to the Facility and Applicable Improvements.

ARTICLE 4

DRAFT AGREEMENT

4.01. Notice of Default. Upon breach by Owner of any of the obligations under this Agreement, the City shall notify Owner in writing, and Owner shall have ninety (90) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 90-day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City shall extend the period in which the default must be cured for an additional sixty (60) days.

4.02. Failure to Cure. If the Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement by providing written notice to the Owner.

4.03. Liquidated Damages. Upon termination of this Agreement by City, the amount of liquidated damages set forth in Section _____, shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the New Tangible Personal Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by the Owner, as determined by the Williamson Central Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

4.04. Default: Recapture of Tax Revenue. In the event Owner fails to comply with its obligations in this Agreement, and does not cure such failure within the notice and cure periods in accordance with Section 4.02, then Owner shall be in default of this Agreement, and as liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City the amount equal to all taxes with respect to the time period preceding such termination which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties. In the event Owner (i) has delinquent ad valorem taxes owed to the City, and does not cure such delinquency within sixty (60) days after written notice from the City (provided Owner retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement, and does not cure such breach within the notice and cure periods described in Section 4.01 of this Agreement, or those described in the applicable Related Agreement, as the case may be, then Owner shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City all taxes with respect to the three (3) years directly preceding the date of the notice of default which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

DRAFT AGREEMENT

For clarity, it is understood and agreed by the Parties that if a particular action is to be performed by a certain date, and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

The Parties acknowledge that actual damages in the event of default and termination by the City would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement, shall, in accordance with the above provisions of this Section 3.03, be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

4.05. Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

ARTICLE 5.

5.01. Legal Action. In the event of any conflict between the Parties hereto such that either Party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Civ. Prac. & Rem. Code Sec. 37.01, et seq. as amended), the Parties hereto agree to waive any and all rights to recovery of attorney's fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, OWNER AND CITY EACH AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. OWNER AND CITY SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, CITY AND OWNER AGREE TO ABANDON, WAIVE, AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH EITHER PARTY MIGHT OTHERWISE BE ENTITLED.

OWNER AND CITY AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. OWNER AND CITY ACKNOWLEDGE THAT EACH PARTY UNDERSTANDS ALL

DRAFT AGREEMENT

TERMS AND CONDITIONS OF THE AGREEMENT. OWNER AND CITY FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND OWNER. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

BY EXECUTING THIS AGREEMENT, OWNER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH THAT PARTY'S RESPECTIVE LEGAL COUNSEL PRIOR TO ITS EXECUTION.

5.02. Limited Waiver of Immunity Governmental Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any person or party who is not a party to this Agreement. Except as otherwise provided herein, by executing this Agreement, the City is not waiving its right of governmental immunity.

ARTICLE 6.

6.01. Employment of Undocumented Workers. Company has executed the Certification Regarding Employment of Undocumented Workers attached hereto as **Exhibit "C"**. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (t), Company shall repay the Use Tax Grants, and any other funds received by Company from City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.02 Open Records. If any person requests City to disclose any information of a confidential, proprietary or trade secret nature relating to Company, this Agreement, or the Applicable Improvements under the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the "Open Records Act") and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, City shall promptly send notice to Company of such request. Promptly, but no longer than four (4) business days after Company's receipt of such notice from City, Company shall notify City in writing whether Company opposes the release and desires City to request a determination from the Texas Attorney General (an "Opinion Request") as to whether the requested information or portion thereof, must be disclosed pursuant to the Open Records Act. Contingent upon Company's timely cooperation, City shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided however that City shall only be

DRAFT AGREEMENT

required to comply with the foregoing to the extent that City, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits City to make an Opinion Request in the circumstance in question; and provided however that nothing herein shall prevent or limit Company's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. Company shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.

6.03. Prohibition of Boycotts. Company hereby verifies in accordance with the requirements of Chapters 2271, 2274, and 2274 of the Government Code and subject to applicable law that Company will not Boycott Israel, does not and will not Boycott Energy Companies, and does not and will not Discriminate Against Firearm Entities or Firearm Trade Associations, as such capitalized terms are defined in such chapters of the Government Code and subject to the provisions of such chapters of the Government Code.

6.04. Conditions Precedent. This Agreement shall not be effective until such time as:

- (i) that Developer has closed on its purchase of all necessary property and has acquired all necessary rights to develop the Property;
- (ii) the Development Agreement has been fully executed.
- (iii) Developer has submitted an application for voluntary annexation of the Land into the City;
- (iv) the Annexation of the Land has occurred and has been completed; and
- (v) the Development Agreement has been fully executed.

6.05. Assignment. Developer may assign this Agreement to a new owner of the Property only with the written consent of the City Council of the City, which consent shall not be unreasonably withheld, conditioned or delayed. An assignment to an Affiliate of Developer shall not require such written consent. Any assignment shall be in writing and shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement.

6.06. Notice. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given and become effective (a) if given by either party or its counsel via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail), then if and when delivered to and received (or refused) by the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby), or (b) if sent via certified mail by either party or its counsel, then on the third business day following the date on which such communication is deposited in the United States mails, by

DRAFT AGREEMENT

first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

If to City: Attention:
 City Manager
 City of Daingerfield, Texas
 101 Linda St.
 Daingerfield, Texas 75638

With Copy to:

Amanda Sanders
City Secretary
City of Daingerfield, Texas
101 Linda St.
Daingerfield, Texas 75638

and to

James D. Parker
The Parker Law Firm, PLLC
1000 Gattis School Road, Suite 650
Round Rock, Texas 78664

If to _____:

With Copy to:

6.07. Applicable Law. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and shall be performable in Morris County, Texas.

6.08. No Liability. It is understood and agreed between the parties that Developer, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liability to third parties in connection therewith. It is further understood and

DRAFT AGREEMENT

agreed among the parties that the City, in performing its obligations hereunder, is acting independently, and Developer assumes no responsibility or liability to third parties in connection therewith.

6.09. Estoppel Certificate. Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. Each party agrees to promptly execute and deliver any estoppel certificate requested pursuant to this Section 18. The certificate, which will upon request be addressed to Developer, or a lessee, purchaser or assignee of Developer shall include, but not necessarily be limited to, statements (qualified to the best knowledge of the party providing the estoppel) that this Agreement is in full force and effect without default (or if a default exists, the nature of such default and any curative action which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party(ies) to receive the certificate.

6.10. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

6.11. Force Majeure. Whenever a period of time is prescribed for the taking of an action by Developer, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist attacks (including bio-chemical attacks), civil disturbances and other causes beyond the reasonable control of Developer. However, events of Force Majeure shall not extend any period of time for the payment of sums payable by Developer.

6.12. Entire Agreement. This Agreement and the Development Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements and this Agreement and the Development Agreement is the entire agreement of the Parties with respect to the tax abatements provided for hereunder. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement. This Agreement cannot be modified without written agreement of the Parties.

6.13. Recordation of Agreement. A certified copy of this Agreement or a memorandum summarizing this Agreement, in recordable form may be recorded in the Deed of Records of Morris County, Texas.

6.14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

DRAFT AGREEMENT

6.15. Authority. The individuals executing this Agreement on behalf of the respective parties hereto represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

6.16. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

6.17. Time of Essence. Time is of the essence in this Agreement.

6.18. Joint Drafting. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

6.19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below (the "*Effective Date*").

THE CITY OF DAINGERFIELD, TEXAS,

Wade Kerley
Title: Mayor

Date: _____

Attest:

Amanda Sanders
City Secretary

STATE OF TEXAS

§

COUNTY OF MORRIS

§

§

DRAFT AGREEMENT

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Wade Kerley, Mayor of the City of Daingerfield, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that this instrument was executed for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public – State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of _____, a Texas limited liability company known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that it was the act of _____, a Texas limited liability company, and that he executed it as the act of the corporation for the purposes and consideration expressed in it, and in the capacity stated in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public – State of Texas



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

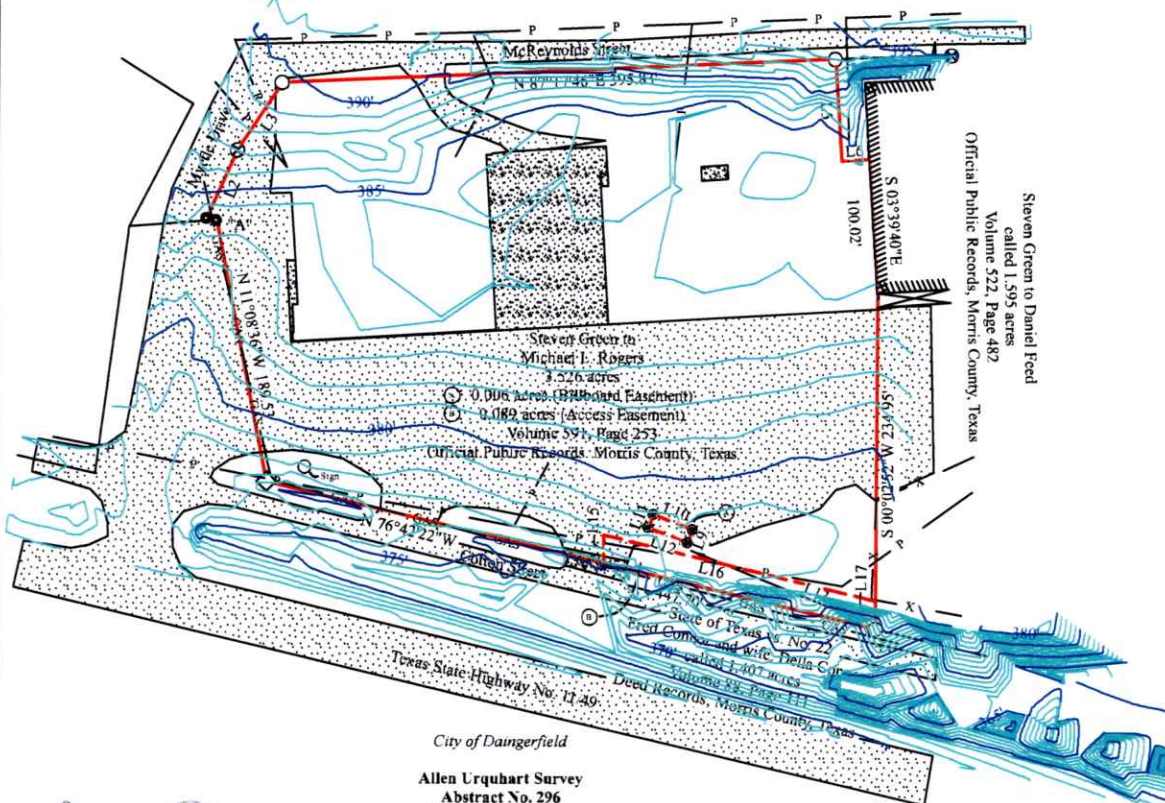
- - - - - Easement boundary line (as noted)

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'

Detail Area "A"

Scale 1" = 20'

Connor Brothers, Inc. to
M.A. Connor and William A. Connor
residue of tract
Volume 59, Page 64
Deed Records, Morris County, Texas



John W. Denney
Registered Professional Land Surveyor No. 6516
Licensed State Land Surveyor
Denney Land Surveying, L.L.C.
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

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



ORDINANCE NO. 06162025

AN ORDINANCE OF THE CITY OF DAINGERFIELD, TEXAS, DISANNEXING CERTAIN TERRITORY FROM THE CORPORATE LIMITS OF THE CITY OF DAINGERFIELD, BEING TRACT ONE CONSISTING OF APPROXIMATELY ONE (1) ACRE LOCATED AT 1101 SUNSET DRIVE, MORRIS COUNTY, TEXAS, AS RECORDED IN VOLUME 85, PAGE 399 OF THE MORRIS COUNTY DEED RECORDS; MAKING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daingerfield, Texas is a General Law municipality authorized by the Texas Local Government Code to annex and disannex property in accordance with the law; and

WHEREAS, the owners of the property described herein, Brandon and Candi Trefero, have submitted a formal petition for disannexation to the City Council of the City of Daingerfield pursuant to Texas Local Government Code § 43.141; and

WHEREAS, the City Council has considered the petition and the factors set forth therein, including the petition by the majority of property owners, the impact on public interest and the property owners, and the voluntary nature of the disannexation request; and

WHEREAS, after due consideration, the City Council finds that the disannexation of the property described herein is in the best interest of the City and does not adversely affect the public welfare.

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

SECTION 1. FINDINGS OF FACT.

All the recitals above are found to be true and correct and are hereby adopted as findings of fact by the City Council.

SECTION 2. DISANNEXATION.

The following described property, referred to as **Tract One**, is hereby disannexed and removed from the corporate limits of the City of Daingerfield, Texas:

- **Tract One:** An approximately one (1.00) acre tract of land located at 1101 Sunset Drive, as more particularly described in **Exhibit A** (Legal Description recorded in Volume 85, Page 399, Morris County Deed Records and evidenced in **Exhibit B** (Warranty Deed recorded in Volume 663, Page 339, Morris County Deed Records), both of which are attached hereto and incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its passage and publication as provided by law.

PASSED AND APPROVED this 16th day of June 2025, by the City Council of the City of Daingerfield, Texas.

CITY OF DAINGERFIELD, TEXAS

By: _____
Wade Kerley, Mayor

ATTEST:

Amanda Sanders, City Secretary

EXHIBIT A

DOC # 2019-000912 Book: OPR Vol: 550 P: 176

8/24/19 4:28 PM

Page 1 of 3

Scott Sertain-County Clerk, Morris County, TX

Recorded in Official Public Records



Prepared by & Return to:
ROSS & SHOALMIRE, L.L.P.
1125 Judson Rd. Suite 100
Longview, Texas 75601

WARRANTY DEED
(With Enhanced Life Estate)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MORRIS §

That Grantor, BOBBIE ANN WALKER, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto MARTY JIM WALKER, Grantee, subject to the exceptions and/or reservations hereinafter made, all my interest in property located in Morris County, Texas, and being described as follows, to wit:

PROPERTY (including any improvements):

TRACT ONE:

All that certain lot, tract or parcel of land out of the Lester Walker tract in the J.N. King, A-168, Morris County, Texas, and being more particularly described as follows:

BEGINNING at a stake for the Southwest Corner of the intersection of Sunset Street and Glenn Drive as shown on that plat of a partial subdivision of the Lester Walker 39.75 acre tract of land recorded in Volume 85, Page 399, Morris County Deed Records;

THENCE West along and with the South Boundary Line of Glenn Drive as shown on said Plat; a distance of 210 feet to a stake for the Northwest Corner of this tract;

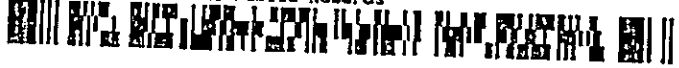
THENCE South parallel with Sunset Street a distance of 210 feet to a stake for the Southwest Corner of this tract;

THENCE East parallel with Glenn Drive a distance of 210 feet to a stake in the West Boundary Line of Sunset Street for the Southeast Corner of this tract;

THENCE North along and with the West Boundary Line of Sunset Street a distance of 210 feet to the Place of Beginning.

EXHIBIT B

DGC # 2025-000883 Book: OPR Vol: 863 P: 339
5/18/25 3:25 PM Page 1 of 4
Brittany Andrews-County Clerk, Morris County, TX
Recorded in Official Public Records



RECORD AND REQUESTED BY:

GODEEDS, INC.

Attn: LegalZoom Dept.

8940 Main Street

Clarence, NY 14031

File No. 578611545-84340304

Tax ID No.: R003611, R013802

WARRANTY DEED

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

THIS DEED made and entered into on this 14th day of march, 2025, by and between Brandon Trefero, and spouse Candice Trefero, a mailing address of 1101 Sunset Drive, Daingerfield, TX 75638, hereinafter referred to as Grantor(s) and Brandon Trefero and Candice Trefero, as Trustees of The Trefero Family Trust, dated October 11, 2023, and any amendments thereto, a mailing address of 1101 Sunset Drive, Daingerfield, TX 75638; hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor(s), for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in the County of Morris, State of TEXAS:

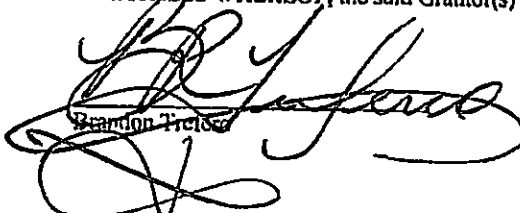
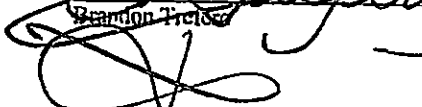
SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Also known as: 1101 Sunset Drive, Daingerfield, TX 75638

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY AND LIMITATIONS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee and Grantee's heirs and assigns, FOREVER, Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee and Grantee's heirs and assigns, against every other person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Grantor(s) has/have signed and sealed this deed, the day and year above written.


Brandon Trefero

Candice Trefero

STATE OF Texas

COUNTY OF Morris

Personally came before me this 14th day of March, 20 25, Brandon Trefero and Candice Trefero the above named GRANTOR(S) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Catie Thomas
Notary Public, State of Texas

My commission expires: 11-07-28

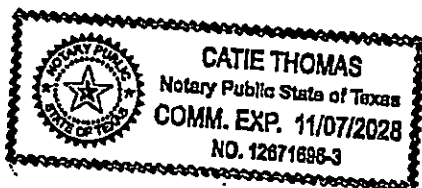


EXHIBIT A
LEGAL DESCRIPTION

All that certain 11.98 acre lot, tract or parcel of land located in the John N. King Survey, A-168, in Morris County, Texas. Said tract being all of a called "Tract One" and all of a called 10.99 acre "Tract Two" conveyed from Bobbie Ann Walker to Marty Jim Walker, recorded in Vol. 560, Page 176, Official Public Records of Morris County, Texas (OPROMCT). Said tract also being part of a 15 feet wide alley and a part of Glenn Drive as shown on a plat of South School Addition recorded in Slide 7, Plat Records of Morris County, Texas, and being more particularly described as follows:

BEGINNING at a 7" wood fence corner post in concrete, found for corner. Said corner being the NWC of this tract, the NEC of a called 135.0 acre Roger Dearl Quarles tract described in Vol. 232, Page 635, Real Property Records of Morris County, Texas (RPRMCT), and on the south line of a called 73.904 acre Mark Foster tract described in Vol. 485, Page 482 (OPROMCT). Said corner also being on the occupied north line of said King Survey, and the occupied south line of the H. S. Proctor Survey, A-220;

THENCE N85°37'11"E, with the south line of said Foster tract, and with said common occupied Survey lines, 426.12 feet to a 1/2" iron rod with J. Roberts plastic cap, found for corner. Said corner being the NEC of this tract and the NWC of a called 18.246 acre DBCK, LLC tract described in Vol. 620, Page 43 (OPROMCT);

THENCE S00°23'14"E, with the west line of said 18.246 acre tract, then the west line of a called Jerry A. Walker tract described in Vol. 157, Page 484, Deed Records of Morris County, Texas (DROMCT), 267.46 feet, to a 1/2" iron rod with J. Roberts plastic cap, found for corner. Said corner being an interior corner of this tract and the SWC of said Jerry A. Walker tract;

THENCE S89°41'00"E, with the south line of said Jerry A. Walker tract, 30.06 feet, to a 1/2" iron rod with J. Roberts plastic cap, found for corner at a NWC of the R.O.W. of Sunset Street (50' R.O.W.);

THENCE with the west R.O.W. of Sunset Street the following courses and distances:

- 1) S01°13'59"E, 50.00 feet, to a 3/4" iron pipe, found for corner;
- 2) S01°13'59"E, 210.00 feet, to a 1/2" iron rod with J. Roberts plastic cap, found for corner;
- 3) S01°13'59"E, 292.22 feet, to a 1/2" iron rod with J. Roberts plastic cap, set for corner at the NEC of a 15 feet wide alley for said South School Addition, from which a found 3/8" iron rod bears S01°13'59"E, 15.00 feet;

THENCE N89°53'25"W, with the north line of said alley, at 135.38 feet passing a 1/2" iron rod with J. Roberts plastic cap, found for corner, at its intersection with the west line of a 15 feet wide alley and the NEC of a called 0.02 acre Bill Harper tract described in Vol. 610, Page 576 (OPROMCT) and continuing with the north line of said 0.02 acre tract a total distance of 148.45 feet, to a 1/2" iron rod with J. Roberts plastic cap, set for corner. Said corner being an interior corner of this tract and the NWC of said 0.02 acre tract;

THENCE with the west and south lines of said 0.02 acre tract the following courses and distances:

- 1) S02°16'30"E, 75.73 feet, to a 1/2" iron rod with J. Roberts plastic cap, set for corner;
- 2) S89°53'25"E, 13.07 feet, to a 1/2" iron rod with J. Roberts plastic cap, set for corner. Said corner being the SEC of said 0.02 acre tract and on the west line of said alley;

THENCE S02°16'30"E, with the west line of said alley, 438.82 feet, to a 1/2" iron rod with Survey Associates plastic cap, found for corner. Said corner being the SEC of this tract, and the NEC of a called 21.144 acre J. Donley Gardner tract described in Vol. 270, Page 461, (RPRMCT);

THENCE S89°56'22"W, with the north line of said Gardner tract, 328.91 feet, to a 1/2" iron rod with Survey Associates plastic cap, found for corner. Said corner being the SWC of this tract, the NWC of said Gardner tract, and on the east line of said Quarles tract;

THENCE N01°05'26"W, with the common west line of said 59.75 acre tract, and the east line of said Quarles tract, 1,301.63 feet, to the Place of Beginning containing 11.98 acres more or less.

TOGETHER WITH, all and singular, the rights, privileges and appurtenances pertaining to the said real property, including any right, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way; and all improvements and fixtures situated on and attached thereto.

APN: R003611, R013802

PROPERTY COMMONLY KNOWN AS: 1101 Sunset Drive, Daingerfield, TX 75638

PETITION FOR DISANNEXATION

To: Daingerfield City Council
101 Linda Drive Daingerfield, TX 75638

Date: 5/9/25

Subject: Petition for Disannexation of [Property or Area Name] 1101 Sunset Dr

Dear City Council Members,

We, the undersigned residents and property owners of 1101 Sunset Dr, respectfully submit this petition for the disannexation of our property from the jurisdiction of the City of Daingerfield pursuant to Texas Local Government Code § 43.141 and other applicable laws.

Grounds for Disannexation (Select all that apply):

☐ **Failure to Provide Municipal Services:** The City of Daingerfield has failed to provide the required municipal services as outlined in the annexation service plan, despite the area being annexed within the last 10 years.

☐ **Non-Compliance with Annexation Agreement:** The City has not fulfilled its obligations regarding service provisions, infrastructure, or other agreements at the time of annexation.

☒ **Petition by Majority of Property Owners:** A majority of property owners within the annexed area support this request and have signed below.

☒ **Impact on Public Interest and Property Owners:** The continued annexation has imposed financial burdens on property owners without the corresponding benefits of city services.

☒ **Voluntary Disannexation Request:** The property owner(s) request disannexation for personal or financial reasons, without city opposition.

We formally request that the City of Daingerfield:

- Initiate the review process for disannexation in accordance with state law.
- Hold a public hearing to discuss the merits of this petition.
- Pass an ordinance effectuating the disannexation of the described area.

Petitioners' Information:

We, the undersigned, affirm that we are property owners or legal residents of the annexed area and support this petition for disannexation.

Name: Caroli Trefero Address: 1101 Sunset Daingerfield Signature: [Signature]
Name: Brandon Trefero Address: 1101 Sunset Dr Daingerfield Signature: [Signature]
Name: _____ Address: _____ Signature: _____

THE STATE OF TEXAS §
COUNTY OF MORRIS §

This instrument was acknowledged before me on this the 9th day of May, 2025, by



[Signature] Notary Public, State of Texas



**Local Park Grant Program
Resolution Authorizing Application**

A resolution of the City of Daingerfield, TX as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the Mayor and City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that City Manager, Michelle Jones is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Irvin Park Improvements in the City of Daingerfield for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the "Applicant" on this 16th day of June, 2025.

Signature of Local Government Official

Wade Kerley, Mayor
Typed Name and Title

ATTEST:

Signature

Michelle Jones, City Manager
Typed Name and Title



Local Park Grant Program Applicant's Certification & Program Assurances

As the duly authorized representative of the sponsor designated in the Resolution Section 3, ***I certify that the Applicant:***

1. Has complied with all pertinent local and state laws, and Local Parks Grants Program requirements regarding public hearings, including floodplain development, if appropriate.
2. Has the required proportionate share of funds available and sufficient for the project as required by Section 13.309 of the Parks and Wildlife Code.
3. Will maintain and operate areas acquired or developed with program assistance at sponsor expense as required by Section 13.309 of the Parks & Wildlife Code.
4. Will permanently dedicate for public park and recreation use all project area(s) which receive program assistance, as required by Chapter 640.1.2 of the *Local Park Grant Program Manual*.
5. Has the legal authority to apply for program assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
6. Will give the State of Texas, hereafter referred to as "State," through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Texas Parks & Wildlife Department, and will record any federal interest in the title of real property in accordance with U. S. Department of Interior directives.
8. Will dedicate and permanently maintain any property designated as a natural area, wetland, or open space to meet program guidelines.
9. Will comply with all provisions of the "Summary of Guidelines for Administration of Local Park Grant Acquisition & Development Projects."
10. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
11. Will obtain all required state and/or federal permits related to project development.
12. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.
13. Will furnish quarterly progress reports and such other information as may be required by the Department.
14. Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.
15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Applicant's Certification & Program Assurances - Continued

16. Will comply with all State and Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for program assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.
17. Will comply with the flood insurance purchase requirements of Section 4012(a) of the Flood Disaster Protection Act of 1973 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in an amount at least equal to its development or project cost.
18. Will comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S. C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Will assist the Department in assuring compliance with the Texas Antiquities Code.
21. Will cause to be performed the required financial and compliance audits in accordance with the state or federal Single Audit requirements.
22. Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

Irvin Park Improvements

Sponsor/ Project Name

Signature of Official Authorized in Resolution

Wade Kerley, Mayor

Print Name and Title of Official

June 16, 2025

Date

ORDINANCE NO. 20250616-1

AN ORDINANCE OF THE CITY OF DAINGERFIELD, TEXAS, AMENDING SECTION 6-68 OF THE CODE OF ORDINANCES RELATED TO THE UNLAWFUL RESTRAINT OF ANIMALS TO ALIGN WITH THE TEXAS SAFE OUTDOOR DOGS ACT; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Legislature enacted the Safe Outdoor Dogs Act, effective January 18, 2022, establishing minimum standards for the lawful tethering of dogs outdoors;

WHEREAS, the City of Daingerfield seeks to align its municipal code with current state law to ensure humane treatment of animals and legal clarity for residents and enforcement officers;

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

SECTION 1. AMENDMENT

Section 6-68, *Unlawful Restraint of an Animal*, of the Code of Ordinances of the City of Daingerfield, Texas, is hereby amended to read as follows:

Sec. 6-68. Unlawful restraint of an animal.

(a) Definitions.

The following terms shall have the meanings assigned below:

1. **Adequate shelter** means a structure that provides protection from inclement weather, allows a dog to stand, turn around, and lie down in a normal position, and keeps the dog dry.
2. **Collar** means a collar constructed of nylon, leather, or similar material specifically designed for use on a dog.
3. **Properly fitted** means a collar or harness that is appropriately sized for the dog, allowing at least one inch between the collar and the dog's neck.
4. **Restrain/tether** means to secure a dog to a stationary object or to a pulley system or similar apparatus by means of a rope, leash, chain, cable, or similar device.
5. **Inclement weather** includes rain, hail, sleet, snow, high winds, extreme heat or cold, or tornadoes.
6. **Potable water** means clean, drinkable water that is accessible to the dog at all times.

(b) Prohibited Restraint.

A person commits an offense if the person restrains a dog outdoors using a restraint that does not meet all of the following conditions:

1. The restraint is not a chain or has weights attached.
2. The restraint is at least 10 feet in length or five times the length of the dog, measured from the tip of the nose to the base of the tail, whichever is greater.
3. The collar or harness used is properly fitted and not injurious.
4. The dog has continuous access to adequate shelter and shade from direct sunlight.

5. The dog is kept in an area that is clean, well-drained, and free of standing water and excessive animal waste.
6. The dog has access to potable water at all times.

(c) Defenses.

It is a defense to prosecution under this section that:

1. The dog is being restrained during a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity.
2. The dog is restrained to protect the safety or welfare of a person or the dog, and the owner maintains physical control of the dog.
3. The restraint is temporary, due to a force majeure event, and the dog is restrained for less than one hour in a 24-hour period.
4. The dog is restrained while in the owner's immediate physical control and is prevented from reaching the edge of a public right-of-way.
5. The dog is in a public camping or recreational area.
6. The dog is actively engaged in herding livestock, hunting, or farming-related activities.
7. The dog is restrained in the bed of a truck for a reasonable period while the owner completes a temporary task.

(d) Outdoor Kennels.

Outdoor kennels used to house and contain an animal shall be no less than 50 square feet per animal, allowing adequate movement. Nursing animals under three months of age may be kenneled together.

(e) Penalty.

A person who violates this section shall be guilty of a misdemeanor and punished by a fine as provided in Section 1-7 of this Code. Each day a violation exists constitutes a separate offense.

SECTION 2. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED on this the 16th day of June, 2025.

ATTEST:

CITY OF DAINGERFIELD, TEXAS

Amanda Sanders, City Secretary

Wade Kerley, Mayor
City of Daingerfield, Texas

CITY OF DAINGERFIELD

RESOLUTION NO. 06162025-2

A RESOLUTION ESTABLISHING A CONSOLIDATED MUNICIPAL COURT BUILDING SECURITY AND TECHNOLOGY FUND PURSUANT TO HOUSE BILL 1950; PROVIDING FOR THE CONTINUED MANAGEMENT OF PRE-EXISTING COURT SECURITY AND TECHNOLOGY FUND BALANCES; AND ESTABLISHING PROCEDURES TO ENSURE COMPLIANCE WITH APPLICABLE STATE LAW.

WHEREAS, the City of Daingerfield, Texas, operates a municipal court of record and receives Local Consolidated Fees (LCF) in accordance with the Texas Code of Criminal Procedure; and

WHEREAS, prior to the passage of House Bill 1950 (HB 1950), the City was required to allocate certain portions of the \$14 LCF into two separate restricted-use funds:

- The Municipal Court Building Security Fund; and
- The Municipal Court Technology Fund; and

WHEREAS, HB 1950 was signed into law by Governor Abbott on May 29, 2025 and became effective immediately, establishing a new Consolidated Municipal Court Building Security and Technology Fund for municipalities with a population under 100,000; and

WHEREAS, HB 1950 consolidates the above two funds into a single fund for revenue collected on or after May 29, 2025, allowing for increased flexibility in expenditures related to court building security and technology enhancements, while preserving the prior spending restrictions on pre-existing fund balances; and

WHEREAS, the City must comply with HB 1950 by establishing a consolidated fund for new revenue while maintaining separate management of prior fund balances under previously applicable statutes;

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

SECTION 1.

The City hereby creates a new special revenue fund entitled the Municipal Court Building Security and Technology Fund (the "Consolidated Fund") in accordance with House Bill 1950, to be used for court security and technology expenditures as authorized by law.

SECTION 2.

All Local Consolidated Fees (LCF) collected by the municipal court on or after May 29, 2025 shall be deposited into the newly established Consolidated Fund.

SECTION 3.

The City shall maintain separate accounting and fund management for all revenue collected prior to May 29, 2025, as follows:

- Municipal Court Building Security Fund, for all pre-HB 1950 revenues earmarked for security purposes;
- Municipal Court Technology Fund, for all pre-HB 1950 revenues earmarked for technology purposes.

SECTION 4.

Expenditures from the Consolidated Fund shall be made in accordance with Texas law and shall be limited to:

- Enhancing the security of municipal court buildings and operations;
- Purchasing or maintaining technological enhancements for court administration.

SECTION 5.

City staff is directed to update all financial policies, budget documents, and accounting systems to ensure compliance with HB 1950 and proper tracking of all three court-related funds during the transitional period.

SECTION 6.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this 16th day of June, 2025, by the City Council of the City of Daingerfield, Texas.

Mayor
City of Daingerfield

ATTEST:

City Secretary

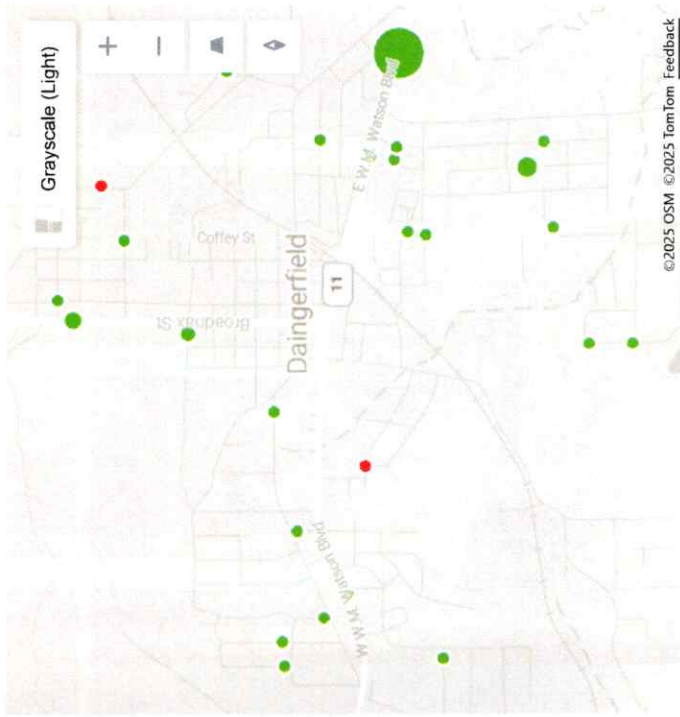
Daingerfield Animal Shelter Statistics - May 2025

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	10	0	0	10	2	2	0	0	0	2	6	4	6		
Dogs	6	0	0	6	3	0	3	0	0	1	7	17	26		
Other	0	0	0	0	0	0	0	0	0	0	0	0	10		
														0	37

Daingerfield Animal Shelter Statistics - May 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	Adopted	5/1/2025	
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	
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	Adopted	5/8/2025	
Lilith	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	
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	5/5/2025	Dog	N/A	Mixed Breed	N/A	DOA	5/5/2025	
Molly	5/9/2025	Dog	Female	Pekingese Mix	1 Year	Reclaimed	5/9/2025	
Koba	5/14/2025	Dog	Male	Mixed Breed	3 Months	Adopted	5/20/2025	
N/A	5/16/2025	Cat	Female	DSH (Grey Torbie)	3.5 Weeks	Expired	5/18/2025	
N/A	5/19/2025	Cat	N/A	DSH (Grey Tabby & White)	9 Weeks	DOA	5/19/2025	
Gladis	5/19/2025	Cat	Female	DMH (Black)	4.5 Weeks	N/A	N/A	
N/A	5/20/2025	Cat	Female	DLH (Tortoiseshell)	2 Years	Rescued	5/20/2025	Pittsburg Vet Clinic
Brittany	5/20/2025	Cat	Female	DSH (Diluted Calico)	5 Weeks	N/A	N/A	
Eleanor	5/20/2025	Cat	Female	DSH (Tortoiseshell)	5 Weeks	N/A	N/A	
Theodore	5/20/2025	Cat	Male	DSH (White & Orange)	5 Weeks	Adopted	5/23/2025	
Alvin	5/20/2025	Cat	Male	DSH (White & Orange)	5 Weeks	Adopted	5/23/2025	
Margot	5/22/2025	Cat	Female	DSH (Diluted Calico)	6 Weeks	N/A	N/A	
Juicy	5/22/2025	Dog	Female	Bully Mix	3 Years	Reclaimed	5/23/2025	
Kilo	5/22/2025	Dog	Male	Bully Mix	6 Months	Reclaimed	5/23/2025	
Gertie	5/23/2025	Dog	Female	Black & Tan Coonhound Mix	9 Years	N/A	N/A	
N/A	5/28/2025	Cat	N/A	DSH (White)	9 Weeks	Rescued	5/28/2025	Pittsburg Vet Clinic

Map

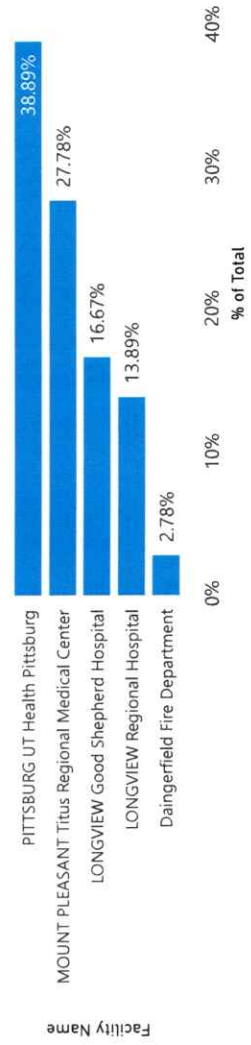


Nature of Calls



ContractZone	Incidents	% of Total	Compliance %
Daingerfield	47	100.00%	93.62%
8:59 Emergency [539 secs]	47	100.00%	93.62%
Arrival-No Patient Contact	10	21.28%	100.00%
Arrival-Refusal No Treatment	1	2.13%	0.00%
Mutual Aid Used	1	2.13%	100.00%
Second Unit Assist	37	78.72%	94.59%
Transferred to Hospital	47	100.00%	93.62%
Total	47	100.00%	93.62%

Destinations



CTRL + click to select multiple contract zones

Contract Zone

Daingerfield

Trip Date

5/1/2025

5/31/2025

Feedback

Daingerfield Fire Department

Activity Report October 2024 thru September 2025

May 2025	Number of calls: 19		YTD: 136
<u>Date</u>	<u>Hours</u>	<u>Personnel</u>	<u>Remarks</u>
05-01	7	7	Vehicle Crash
05-01	7	7	Vehicle Crash
05-01	7	7	Vehicle Crash
05-05	3	3	LZ
05-06	2	4	Assist EMS
05-06	3	6	Power line down
05-08	9	9	LZ
05-09	8	8	LZ
05-09	1	2	Assist EMS
05-11	20	10	Vehicle Crash
05-13	7	7	Vehicle Crash
05-14	15	10	Vehicle Crash
05-14	1	2	Assist EMS
05-16	21	7	Structure Fire (Given Cason)
05-16	2	4	Assist EMS
05-20	3	6	Vehicle Crash – Nothing Found
05-20	7	7	Assist EMS
05-23	7	7	Power Line down
05-28	5	5	Electrical smell
05-31	4	4	Assist EMS

Total Hours	139	YTD	1126	Personnel Responding:	122	YTD	799
				Ave:	8.77	YTD Ave:	7.09

Meeting/Training

05-02	20	1
05-13	12	6
05-27	28	14
05-28	72	1
05-29	72	1
Training Hours	204	

Monthly total hours 343

Water: 0

Calendar Year

City Responses:	YTD	44
Outside City Responses:	YTD	37
	Total:	81

May 2025

Detailed Breakdown	
Audiobooks	0
Computer	74
DVDs	11
Games & Puzzles	2
Board Books	0
Graphic Novels	17
Easy Reader	1
Spanish	0
Children Fiction	20
Children NonFiction	3
Junior Fiction	9
Junior NonFiction	5
Young Adult Fiction	19
Adult Fiction	81
Adult NonFiction	5
Christian Fiction	15
Boundless	30
Total	292
CYTD Total	1542

Basic Breakdown	
Audiobooks	0
Computer	74
DVDs	11
Games & Puzzles	2
Books	205
Total	292
CYTD Total	1542

Totals	
Fax	\$61.00
Copies	\$154.35
Book Donations	\$50.00
Notary	\$20.00

Checkout Counts (includes renewals)	
Patron Category	Count
Adult	140
Juvenile	25
Young Adults	1
Total	166

New Patron Accounts	
Patron Category	Count
Adult	8
Juvenile	3
Young Adults	0
Renewal	14
Total	25

Total Visitors This Month: 451				
Total CYTD: 1529		Total FYTD: 2596		
Monthly Breakdown:				
Age of activity	Activity	Number in Activity	CYTD	FYTD
Birth - 5 years	Music/FingerPlays, Games/Movement	0	0	13
6 yrs - 11 yrs	Recycled Art, S.T.E. M.	7	36	96
12 yrs - 18 yrs		0	0	0
Adult	Book Club Chess Club, Book2Movie	4	15	39
General Public		44	190	331

Questions from Patrons	
Month: 6	
CYTD: 27	
FYTD: 53	

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

Monthly Council Report

May 2025

Printed: 6/2/2025

Cases Filed

Penal Count	1	Ordinance Count	4
Traffic Count	36	Parking Count	0
Other Count	4	STEP Count	0

Total Filed 45

Amounts Collected

Tech Fund	\$ 55.70	Building Security Fund	\$ 68.22
State	\$ 1,269.12	Fine	\$ 1,266.85
City	\$ 1,177.01	Warrant Fee	\$ 166.70

Total Amount \$ 3,836.90

Warrants

Issued	14	Recalled	3
Served	6	Outstanding Amount	\$ 367,852.69

Total Amount ` \$ 100.00

Dispositions

Paid in Full	7	Credit for Time Served	1
Paid Partial	13	Dismissed	8
Appealed	0	Total Disposed	16

Trials

Jury	0	Total	0
Bench	0		



Citation Offense Count By Stop Type

Number of TRAFFIC Offenses (for *ALL*)		40
Number of CITATIONS		40
Speeding 11-15 (6011 - 3001)		10
Expired Motor Vehicle Registration (3656 - 3656)		9
Fail to Maintain Financial Responsibility (3049 - 3049)		8
No Drivers License (3103 - 3103)		5
Disorderly Conduct (7002)		1
Speeding 15+ (6015 - 3001)		1
Operate ATV On Public Rdwy (3322 - 3322)		1
Expired Operators License (3259 - 3259)		1
Possession Of Drug Paraphernalia (7000)		1
DRIVING WHILE LICENSE INVALID (3101 - 3101)		1
Inoperable Vehicle (203)		1
Unsanitary Conditions (202)		1

Number of NON-TRAFFIC Offenses (for *ALL*)		5
Number of CITATIONS		5
Possession Of Drug Paraphernalia (7000)		2
Assault, No Injury, 1st Offense (7004)		1
Animal Nuisance (200)		1
Rabies Vaccine (265)		1

TRACEY CLIMER
CHIEF OF POLICE



DEANNA HARRISON
ADMINISTRATIVE ASSISTANT

Daingerfield Police Department
101 LINDA DRIVE • DAINGERFIELD, TX 75638

MAY 2025

CALLS OF SERVICE: 153

NUMBER OF TRAFFIC CONTACTS: 101

CRASH INVESTIGATIONS: 7

ARREST: 13

OFFICE (903) 645-2114 • DISPATCH (903) 645-2232 • FAX: (903) 645-3263



City Council Code Enforcement Report

This report outlines recent activities and updates related to code enforcement within the city. Our efforts remain focused on maintaining the safety, health, and appearance of our community by ensuring compliance with local codes and ordinances.

1. Inspections Conducted

- Total Inspections: [70]
- Types of Inspections: [Unsightly/Unsanitary, Animal Nuisance, and Inoperable Vehicle, Signage]
- Property maintenance: [53] sometimes 2 and 3 times for follow ups
- Zoning compliance: [0]
- Signage: [1]
- Animal Nuisance: [12]
- Health and safety violations: [4]

2. Violations Issued

- Total Violations: [59]

Common Violations:

- Overgrown vegetation: [25]
- Animal Nuisance: [12]
- Inoperable vehicles: [6]
- Unsanitary conditions: [16]

3. Actions Taken

- Warnings Issued: [59]
- Notices of Violation: [59]
- Citations Issued: [2]
- Compliance Achieved: [14]

The Code Enforcement Department remains committed to upholding the city's standards and improving the quality of life for all residents. We appreciate the council's support and look forward to continuing our efforts to maintain a safe and attractive community.

Thank you for your attention to this report. I am happy to answer any questions or provide further details as needed.



CASE	TYPE	ADDRESS	CASES OPEN	CASES CLOSED
CE-2024-1	ANIMAL NUISANCE		12/17/2024	3/14/2025
CE-2024-2	INOPERABLE VEHICLE		12/19/2024	3/14/2025
CE-2024-3	INOPERABLE VEH X3 AND UNSIGHTLY/UNSANITARY		12/19/2024	IN PROGRESS CX2
CE-2025-1	ANIMAL NUISANCE		1/30/2025	1/30/2025
CE-2025-2				
CE-2025-3	ANIMAL CRUELTY		1/7/2025	1/30/2025
CE-2024-4	ANIMAL CRUELTY		1/30/2025	1/30/2025
CE-2024-5	UNSANITARY CONDITIONS			
CE-2024-6				
CE-2024-7	ANIMAL NUISANCE		2/11/2025	2/11/2025
CE-2024-8				
CE-2024-9	INOPERABLE VEHICLE		2/11/2025	
CE-2025-10	UNSAFE/UNSANITARY		2/11/2025	5/15/2025
CE-2025-11	UNSIGHTLY/UNSANITARY		2/11/2025	
CE-2025-12	UNSIGHTLY/UNSANITARY		2/11/2025	
CE-2025-13	SIGNAGE		2/11/2025	5/30/2025
CE-2025-16	ANIMAL NUSIANCE		4/25/2025	
CE-2025-15	ANIMAL NUSIANCE		3/14/2025	
CE-2025-17	UNSANITARY CONDITIONS		3/14/2025	
CE-2025-18	ANIMAL NUSIANCE		3/14/2025	
CE-2025-19	UNSANITARY CONDITIONS		3/11/2025	
CE-2025-20	UNSANITARY CONDITIONS		3/14/2025	
CE-2025-21	UNSANITARY CONDITIONS		3/14/2025	
CE-2025-22	INOPERABLE VEHICLE		3/14/2025	
CE-2025-23	UNSANITARY CONDITIONS		3/14/2025	
CE-2025-24	UNSAITARY CONDITIONS		3/14/2025	6/3/2025
CE-2025-25	INOPERABLE VEHICLE		3/14/2025	
CE-2025-26	UNSANITARY CONDITIONS		3/14/2025	
CE-2025-27	UNSANITARY CONDITIONS		3/14/2025	
CE-2025-28	INOPERABLE VEHICLES		3/14/2025	
CE-2025-29	INOPERABLE VEHICLE		3/21/2025	
CE-2025-30	INOPERABLE VEHICLE		3/21/2025	
CE-2025-31	INOPERABLE VEHICLE		3/21/2025	
CE-2025-32	INOPERABLE VEHICLE		3/21/2025	
CE-2025-33	UNSANITARY CONDITIONS		3/21/2025	
CE-2025-34	UNSANITARY CONDITIONS		3/21/2025	
CE-2025-35	INOPERABLE VEHICLE		3/24/2025	
CE-2025-36	UNSANITARY CONDITIONS		3/25/2025	
CE-2025-37	INOPERABLE VEHICLE		3/25/2025	
CE-2025-38	UNSANITARY CONDITIONS		3/25/2025	LINKED TO CE-2025-27
CE-2025-39	ANIMAL NUISANCE		3/26/2025	NO INFO
CE-2025-40	INOPERABLE VEHICLE AND UNSIGHTLY/UNSANITARY		3/26/2025	
CE-2025-41	INOPERABLE VEHICLE		3/26/2025	
CE-2025-42	INOPERABLE VEHICLE		3/26/2025	
CE-2025-43	INOPERABLE VEHICLE		3/26/2025	
CE-2025-44	UNSANITARY CONDITIONS		3/26/2025	
CE-2025-45	INOPERABLE VEHICLE		3/26/2025	
CE-2025-46	INOPERABLE VEHICLE		3/26/2025	
CE-2025-47	INOPERABLE VEHICLE		3/28/2025	
CE-2025-48	INOPERABLE VEHICLE		3/28/2025	NEED FOLLOW UP
CE-2025-49	INOPERABLE VEHICLE		3/28/2025	NEED FOLLOW UP
CE-2025-50	INOPERABLE VEHICLE		3/28/2025	NEED FOLLOW UP
CE-2025-51	UNSANITARY CONDITIONS		3/28/2025	NEED FOLLOW UP
CE-2025-52	UNSANITARY CONDITIONS		4/3/2025	NEED FOLLOW UP
CE-2025-53	ABANDONED REFRIGERATOR		4/3/2025	NEED FOLLOW UP
CE-2025-54	INOPERABLE VEHICLE		4/3/2025	NEED FOLLOW UP
CE-2025-55	INOPERABLE VEHICLE		4/3/2025	NEED FOLLOW UP
CE-2025-56	INOPERABLE VEHICLE		4/3/2025	NEED FOLLOW UP
CE-2025-57	INOPERABLE VEHICLE		4/3/2025	NEED FOLLOW UP
CE-2025-58	INOPERABLE VEHICLE		4/3/2025	NEED FOLLOW UP
CE-2025-59	INOPERABLE VEHICLE		4/3/2025	NEED FOLLOW UP
CE-2025-60	INOPERABLE VEHICLE		4/3/2025	NEED FOLLOW UP
CE-2025-61	UNSANITARY CONDITIONS		5/2/2025	5/2/2025
CE-2025-62	UNSANITARY CONDITIONS		5/7/2025	NEED FOLLOW UP
CE-2025-63	ANIMAL NUSIANCE		5/16/2025	6/4/2025
CE-2025-64	ANIMAL NUISANCE		5/13/2025	ISSUED WARNINGS X2
CE-2025-65	UNSANITARY CONDITIONS		5/28/2025	LETTER
CE-2025-66	INOPERABLE VEHICLE		5/15/2025	5/30/2025
CE-2025-67	INOPERABLE VEHICLE		5/15/2025	6/4/2025
CE-2025-68	ANIMAL NUISANCE		5/15/2025	5/15/2025
CE-2025-69	DELETED- MADE IN ERROR			
CE-2025-70	UNSANITARY CONDITIONS		5/19/2025	
CE-2025-71	ANIMAL NUISANCE		5/22/2025	
CE-2025-72	UNSANITARY CONDITIONS		5/19/2025	
CE-2025-73	UNSANITARY CONDITIONS		5/19/2025	

CE-2025-74	UNSANITARY CONDITIONS		5/19/2025	6/4/2025
CE-2025-75	ANIMAL NUISANCE		5/20/2025	
CE-2025-76	ANIMAL NUISANCE		5/20/2025	6/4/2025
CE-2025-77	UNSANITARY CONDITIONS		5/21/2025	
CE-2025-78	ANIMAL NUISANCE		5/21/2025	6/4/2025
CE-2025-79	UNSANITARY CONDITIONS		5/21/2025	
CE-2025-80	UNSANITARY CONDITIONS		5/21/2025	IN PROGRESS
CE-2025-81	ANIMAL NUISANCE -		MADE IN ERROR	
CE-2025-82	UNSANITARY CONDITIONS		5/22/2025	IN PROGRESS
CE-2025-83	ANIMAL NUISANCE		5/22/2025	6/4/2025
CE-2025-84	UNSANITARY CONDITIONS		5/23/2025	IN PROGRESS
CE-2025-85	UNSANITARY CONDITIONS		5/23/2025	IN PROGRESS
CE-2025-86	UNSANITARY CONDITIONS		5/23/2025	IN PROGRESS
CE-2025-87	UNSANITARY CONDITIONS		5/23/2025	IN PROGRESS
CE-2025-88	UNSANITARY CONDITIONS		5/23/2025	IN PROGRESS
CE-2025-89	ANIMAL NUISANCE		5/23/2025	5/27/2025
CE-2025-90	ANIMAL NUISANCE		5/27/2025	IN PROGRESS
CE-2025-91	SIGNAGE		5/28/2025	5/28/2025
CE-2025-92	UNSANITARY CONDITIONS		5/28/2025	5/30/2025
CE-2025-93	UNSANITARY CONDITIONS		5/29/2025	
CE-2025-94	UNSANITARY CONDITIONS		5/29/2025	
CE-2025-95	UNSANITARY CONDITIONS		5/29/2025	
CE-2025-96	ANIMAL NUISANCE		5/30/2025	
CE-2025-97	UNSANITARY CONDITIONS		6/2/2025	IN PROGRESS
CE-2025-98	UNSANITARY CONDITIONS		6/3/2025	
CE-2025-99				
CE-2025-100				
CE-2025-101				
CE-2025-102				
CE-2025-103				
CE-2025-104				
CE-2025-105				
CE-2025-106				
CE-2025-107				
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CE-2025-133				
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CE-2025-135				
CE-2025-136				
CE-2025-137				
CE-2025-138				
CE-2025-139				
CE-2025-140				
CE-2025-141				
CE-2025-142				

MAY 12 ANIMAL NUISANCE
24 NOTICES

PUBLIC WORKS REPORT
Report Period May 1st – 31st, 2025

Personnel

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

Parks

- Trash Picked up trash on State St, Franklin St, Jenkins St, Bert St, Webb St, Bradfield Rd, City Park, Cramer St, Linda Dr, Bert St, Campbell St, W.M. Watson, Oak St, and Ball Park area.
- Mowing City Park, Downtown/ City Hall, Library.
- Downtown Maintenance – N/A.
- Miscellaneous – N/A .

Streets

- Patching Patched potholes at Colquitt and Hwy 11, 203 June St, 300 Houston St, Coffey St, Jefferson St, Wills Dr, Hughes St, Webb St, Greenwood and Park Ln, Connor St, N Hughes Ave, Sanders St, Redland St, North St, Cramer St, Ochiltree and Peters St, Ward and Crocket St, Center St, 1204 Park Ln, E Peak St, Cason Rd, Mt View, Grapevine Rd, Wildwood Rd, and Hillcrest Blvd.
- Signage Replaced Stop Sign at West Elementary, straighten sign at Georgia Pacific and Peters St, straighten pole at Hughes St.
- 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 Versa Boomed at Hwy 11 and Willis St. Removed limbs in the right of way on Greenwood St, Kathryn Dr, Linda Dr, Pineland St, Cason Rd. Trimmed limbs at City park and Library.
- Drainage N/A.
- Miscellaneous N/A.

Water

- Leak repairs
 - Service lines N/A
 - Main lines N/A
- Connections 42
- Disconnections 56
- Meter reading start/end 5/9/25
- Total meters read 1243
- Total customers billed 1159
- Re-reads/Leak Check 2
- Meters Replaced We pulled 1 meter at owners request.
- Pressure checks 1
- Taps installed 0
- Fire Hydrants
 - Repaired 0
 - Replaced 0
 - Flushed 18

City Departmental Usage

- (See Attached Listing)

Wastewater Treatment Plant

- Chlorine usage 325lbs .
- Maintenance/Repairs Contractors are working on racetrack and old clarifier.
- Non-Compliance N/A
- Explanation N/A .
- **Waste Water Treated**
 - Beginning reading 120468
 - Ending reading 129693
 - Total treated 9.748 million gallons – Avg 0.314 MGD
 - Rainfall 5.35"
 - Sludge Removal N/A

Lift Station

- Maintenance Daily checks to ensure compliance and no pump issues.
- Repairs N/A.
- Did start up on West Lift Station on 5/21/25.

Sewer

- Number Calls 7
- Sewer Repairs 0
- Taps installed 0

Miscellaneous Matters

Delivered 11 carts, picked up 8 carts and had to do maintenance on 1 cart.

**Water Accountability
Report Period
April 10th - May 10th
2025**

Location	
City Hall/Police Department	44,900
Library	600
Fire Department	600
Public Works	1,000
Wastewater Treatment Plant	415,100
Roundabout/Coffey St.	55,700
City Park (sprinkler)	66,600
Dixie Youth Baseball	23,600
Animal Shelter	17,800
Total City Usage	625,900
Total Gallons Billed	6,430,000
Fire Fighting Gallons estimate	
Line Flushing estimate	2,495,240
Leaks estimate 4/10 -5/10	547,200
Bulk Water - 3/10 -4/10	
	-
	-
	-
Total Gallons Used	10,098,340
Total Gallons Delivered	11,292,100
Difference	1,193,760
Percentage Unaccounted	11%

CASH BALANCE SHEET

TX HERITAGE Bank/Cypress/TexSTAR

ACCOUNT NAME	BALANCE	RECEIPTS	DISBURSE	TOTALS
Consolidated - THB	\$ 865,517.08	\$ 477,506.53	\$ 339,900.24	\$ 1,003,123.37
TCDP Grant	\$ 202.09	\$ -	\$ -	\$ 202.09
RBEG LOAN FUND-TYPE A	\$ 121,862.39	\$ 4,113.91		\$ 125,976.30
RBEG-TYPE B	\$ 45,729.98	\$ 10,590.53		\$ 56,320.51
MCBS CHECKING	\$ 8,909.73	\$ 3.66		\$ 8,913.39
MCTF CHECKING	\$ 3,954.60	\$ 1.63		\$ 3,956.23
DDM CHECKING	\$ 860.19			\$ 860.19
CHILD SAFETY-SZ	\$ 2,231.76	\$ 0.92		\$ 2,232.68
ANIMAL SHELTER	\$ 36,376.90	\$ 29.90		\$ 36,406.80
HOTEL/MOTEL CHCK	\$ 46,482.70	\$ 38.21		\$ 46,520.91
PEG FEES SUDDNL	\$ 4,628.87	\$ 1.90	\$ -	\$ 4,630.77
LOCAL TRUANCY PREVENTION	\$ 759.84			\$ 759.84
HOME GRANT	\$ -	\$ 143,735.00	\$ 128,993.00	\$ 14,742.00
CYPRESS CD 02-1061	\$ 136,671.99	\$ 1,702.78	\$ -	\$ 138,374.77
4.25% 8/12/2026				
CYPRESS CD 01-1037	\$ 136,671.99	\$ 1,702.78	\$ -	\$ 138,374.77
4.25% 8/12/2026				
CYPRESS CD 01-1040	\$ 277,273.70		\$ -	\$ 277,273.70
4.0% 4/19/2026				
CYPRESS CD 01-1041	\$ 274,809.30		\$ -	\$ 274,809.30
4.0% 4/23/2026				
CYPRESS CD 02-1062	\$ 277,286.84		\$ -	\$ 277,286.84
4.0% 04/19/2026				
CYPRESS CD 02-1063	\$ 274,809.30		\$ -	\$ 274,809.30
4.50% 4/23/2026				
TexSTAR-01-1080	\$ 100,208.96	\$ 365.57		\$ 100,574.53
YIELD- 4.32%				
TexSTAR-02-1080	\$ 403,262.40	\$ 1,471.18		\$ 404,733.58
YIELD- 4.32%				
TX HRTG C.O.B. # 2941	\$ 100.00	\$ -	\$ -	\$ 100.00
TX HRTG C.O.B. # 2968	\$ 100.00	\$ 52,144.51	\$ 52,144.51	\$ 100.00
TX HRTG C.O.B. # 2984	\$ 73.00	\$ 100,067.90	\$ 100,067.90	\$ 73.00
TX HRTG C.O.B. # 2976	\$ 100.00	\$ 91,638.19	\$ 91,638.19	\$ 100.00
TX HRTG C.O.B. #1606	\$ 100.00			\$ 100.00
TX HRTG C.O.B. #1614	\$ 108.60	\$ 5,076.87	\$ 5,076.30	\$ 109.17
TX HRTG DEBT SERVICE #1835	\$ 54,707.04	\$ 17,724.35		\$ 72,431.39
GRAND TOTAL	\$ 3,205,064.26	\$ 885,115.10	\$ 844,008.85	\$ 3,191,254.87

CD's Maturing 2026

Pool Account- No Term

City of Daingerfield

Financial Status Report

Reporting Period: May 31, 2025

Prepared for: City Council Meeting Packet

Overview

This report provides a summary of the city's financial position for the fiscal year through May 2025. It includes revenue and expenditure figures for both the General Fund and Water & Sewer Fund, compares actual performance to budget targets, and highlights any notable trends.

1. Year-to-Date Revenue Summary

Category	YTD Actual	Budget	Remaining \$	Remaining %
General Revenue	\$1,815,445.55	\$2,535,361.00	\$719,915.45	28.40%
Water/Sewer	\$1,062,645.79	\$1,719,296.00	\$656,650.21	38.20%

As of May, revenues are tracking slightly ahead of schedule, reaching approximately 67.60% of the annual budget, while the target was 66.64%.

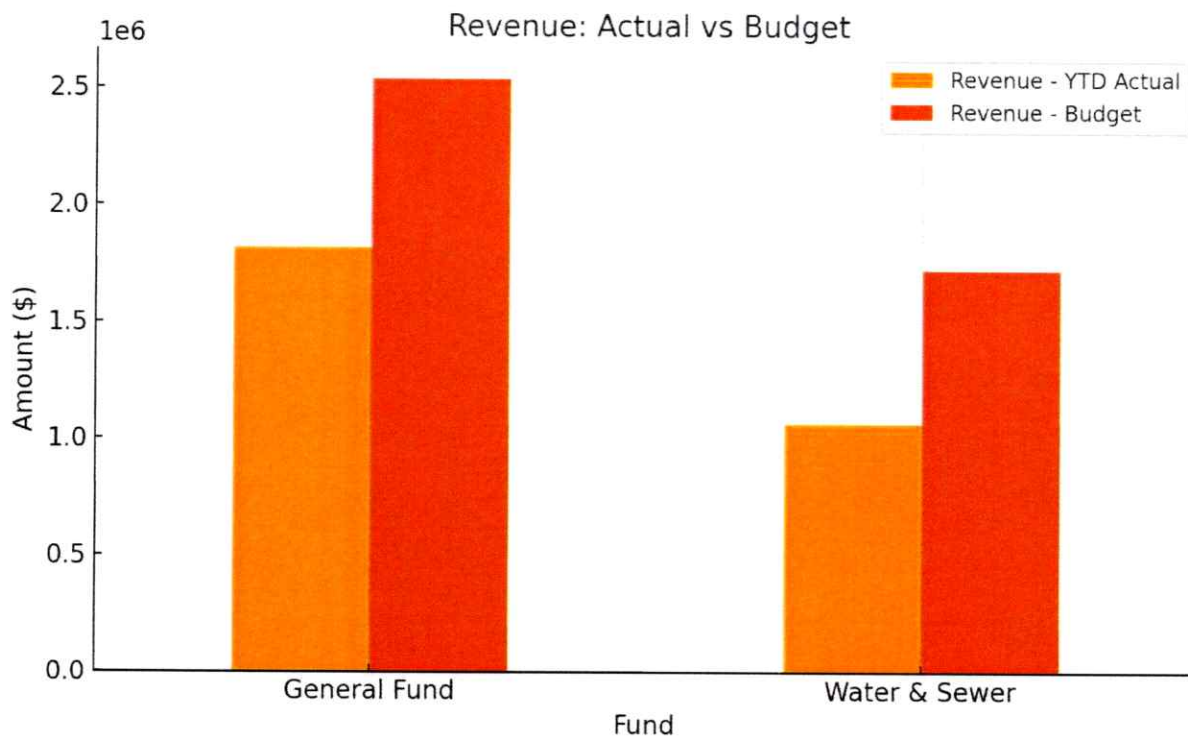
2. Charts & Visuals

The following pages provide visual representations of the city's financials for easier understanding.

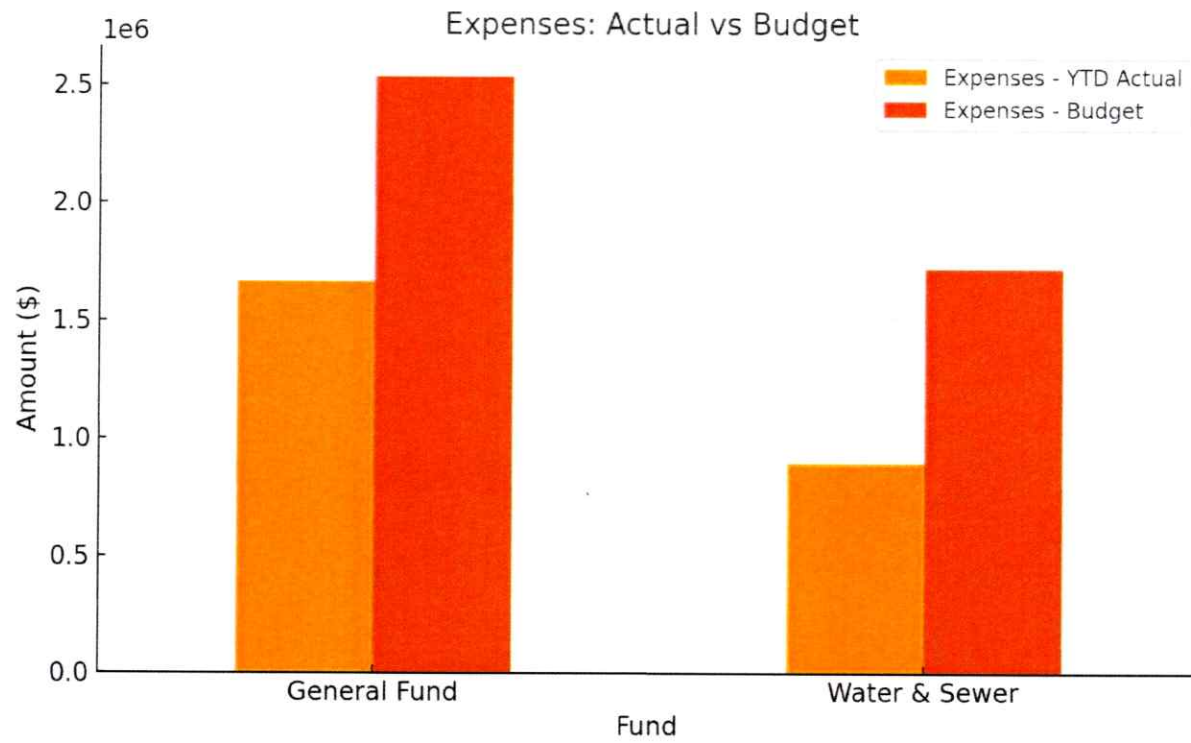
City of Daingerfield- Financial Status Report

This report provides a detailed visual summary of the city's financial position for the fiscal year through May 2025. It compares actual revenue and expenditure data against budget projections for both the General Fund and the Water & Sewer Fund.

Revenue: Actual vs Budget



Expenses: Actual vs Budget



3. Year-to-Date Net Cash Position














The table below shows the Year-to-Date (YTD) revenue and expenditures for the General Fund and the Water & Sewer Fund. The net cash position represents the surplus (or deficit) in each fund.

Fund	YTD Revenue	YTD Expenses	Net Position
General Fund	\$1,815,445.55	\$1,662,982.12	\$152,463.43
Water & Sewer	\$1,062,645.79	\$896,606.36	\$166,039.43

Both the General Fund and Water & Sewer Fund are operating with a positive net cash position. This indicates healthy financial performance and budgetary control for the current fiscal year.

REVENUE ACTUAL vs. BUDGET YTD					2024-2025
G/L Code	Account	YTD Actual	Budget	Remaining \$	Remaining %
1	General Revenue	\$1,815,445.55	\$2,535,361.00	\$719,915.45	28.40%
2	Water/Sewer	\$1,062,645.79	\$1,719,296.00	\$656,650.21	38.20%
Total		\$2,878,091.34	\$4,254,657.00	\$1,376,565.66	32.40%

EXPENSES ACTUAL vs. BUDGET YTD 31-May-25 2024-2025

G/L Code	Account Title	YTD Actual	Budget	Remaining \$	Remaining %
101	Legislative	\$21,761.08	\$30,239.00		\$8,477.92 28.04%
110	Administration	\$276,412.51	\$431,231.00		\$154,818.49 35.90%
120	Library	\$38,221.31	\$60,267.00		\$22,045.69 36.58%
201	Judicial	\$29,762.91	\$59,396.00		\$29,633.09 49.89%
202	Police Department	\$427,341.42	\$663,864.00		\$236,522.58 35.63%
203	Code Enforcement	\$59,430.92	\$107,398.00		\$47,967.08 44.66%
204	Fire Department	\$90,329.11	\$140,990.00		\$50,660.89 35.90%
205	Animal Shelter	\$105,347.66	\$154,808.00		\$49,460.34 31.95%
301	Streets	\$309,050.37	\$735,944.00		\$426,893.63 58.01%
401	Sanitation	\$273,599.04	\$430,194.00		\$156,594.96 36.40%
602	City Park	\$31,725.79	\$73,699.00		\$41,973.21 56.95%
601	Water	\$708,807.33	\$988,537.00		\$279,729.67 28.30%
608	Sewer	\$187,799.03	\$377,792.00		\$189,992.97 50.29%
Total		\$2,559,588.48	\$4,254,359.00	\$1,694,770.52	39.80%

**CITY OF DAINGERFEILD
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	\$ 60,657.95	\$ 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	\$ 63,543.20	\$ 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
	\$ 393,352.48	\$ 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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RURAL BUSINESS ENTERPRISE GRANT May 1, 2025

LOANS

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

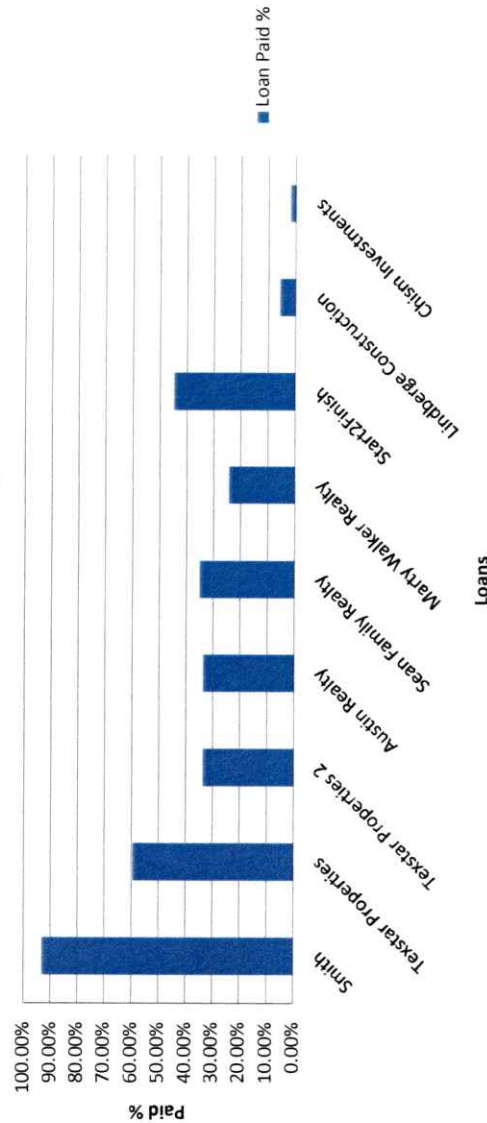
Beginning Balance	\$ 115,822.71			
Deposits for the month	\$ 4,930.85			
Interest	\$ 146.99			
Expenses for the month	\$ 961.84	Payroll		
Bank Balance as of 5/31/2025	\$ 119,938.71			

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 5/31/2025	\$ 43,806.30			

Name	Due Date	Loan Amount	Balance	Monthly Payment	Grace Period Ends	Late Fee (5%)	Loan Paid %
Smith	22nd	\$ 32,000.00	\$2,094.65	\$301.66	1st	\$15.08	93.45%
Texstar Properties	1st	\$ 75,000.00	\$30,260.48	\$708.12	11th	\$35.41	59.65%
Texstar Properties 2	27th	\$ 76,884.00	\$50,890.55	\$724.78	6th	\$36.24	33.81%
Austin Realty	1st	\$ 43,000.00	\$28,385.77	\$405.00	11th	\$20.25	33.90%
Sean Family Realty	15th	\$ 80,000.00	\$51,657.07	\$754.16	25th	\$37.71	35.43%
Marty Walker Realty	24th	\$ 75,000.00	\$56,558.27	\$707.02	3rd	\$35.35	24.59%
Start2Finish	2nd	\$ 35,000.00	\$19,209.53	\$621.16	12th	\$31.06	45.12%
Lindberge Construction	26th	\$ 75,000.00	\$70,561.54	\$707.02	5th	\$35.35	5.92%
Chism Investments	1st	\$ 49,000.00	\$47,918.24	\$462.00	11th	\$23.10	2.21%

Loan Payoff Progress



MINUTES OF REGULAR MEETING
OF ECONOMIC DEVELOPMENT CORPORATION
CITY OF DAINGERFIELD
April 16, 2025

Board Present: President Chris Smith, Board members Brenda Howard, Marci McGill and Keitha Nilsson, Director Michelle Jones, Administrative Assistant Amanda Sanders

Absent: Jason Horn, Walter Bass ,Beverly Austin

Others:

1. President Smith called the meeting to order at 4:11 p.m.

2. Public Comments- None

3. Business

A. Hear, Discuss, and Possibly Act to Approve Minutes March 19, 2025

Motion made by Brenda Howard to approve minutes as presented. Second by Marci McGill and all voted for. Motion carried.

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

Motion made by Brenda Howard to approve 4 New Park Benches to go in the City Park. Second by Marci McGill and all voted for. Motion Carried.

Motion Made by Marci McGill to implement the Mural Program presented. Second by Brenda Howard and all voted for. Motion carried.

C. Hear, Discuss and possibly Act on Upcoming Training

Motion made by Brenda Howard to approve upcoming training in Rockwall. Second by Marci McGill and all voted for. Motion carried

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

A. Economic Development Financial Reports

B. EDC Director

5. Adjournment.

There being no further business before the Board, the meeting was adjourned at 5:00 p.m. on motion by Board member Keithia Nielsson seconded by Board member Brenda Howard and all voted for, motion carried.